Notice of Meeting of the Governing Body of the City of Georgetown, Texas
August 13, 2019

The Georgetown City Council will meet on August 13, 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.

REVISED AGENDA

Regular Session

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

A Call to Order

Invocation

Pledge of Allegiance

Comments from the Mayor
- Recognition from the Texas Police Chiefs Association (TPCS)

City Council Regional Board Reports

Announcements
- Georgetown Recreation Center Temporary Closure
- Sunset Movie Series
- Senior Dance

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 Town Hall Meeting on July 8, 2019; Budget Workshop held on July 17th; Cancelled Budget Workshop on July 18th; and
Special, Workshop and Regular Meetings held on Tuesday, July 23, 2019 -- Robyn Densmore, City Secretary

C Consideration and possible action to approve a Resolution ordering a Special Election to Fill a Vacancy to be held on November 5, 2019 for City Council Member for District 1 -- Robyn Densmore, City Secretary

D Forward from the General Government and Finance Advisory Board:
Consideration and possible action to approve a purchase with Firetrol Protection Systems to provide fire sprinkler system repair services at the Georgetown Recreation Center through the TXMAS-17-03FAC04 contract in an amount not to exceed $32,704.80 -- Kimberly Garrett, Parks and Recreation Director

E Forward from the General Government and Finance Advisory Board:
Consideration and possible action to approve the use of Vector Concepts of Irving, Texas for replacement of a gym floor at the Georgetown Recreation Center using Buyboard contract #476-13 in the amount of $114,881.66 -- Kimberly Garrett, Parks and Recreation Director

F Forwarded from the Parks and Recreation Advisory Board:
Consideration and possible action to approve replacement of indoor pool plaster and renovation of indoor pool deck at the Georgetown Recreation Center to Progressive Commercial Aquatics of Manor, TX using Buyboard contract #533-17 in the amount of $114,897.00 -- Kimberly Garrett, Parks and Recreation Director

G Consideration and possible action to approve a Resolution regarding the refinancing of Williamson County Regional Raw Water Line Debt -- Glenn Dishong, Utility Director

H Consideration and possible action to approve the contract with Smith Pump Company Inc., for the replacement of Water Well Pump #1, in the amount of $51,446.00 -- Glenn W. Dishong, Utility Director

I Consideration and possible action to approve appropriation and continuance of the Blanket Agreement with V-Quest of Georgetown, Texas to provide office supplies and services for FY2020 through the National Cooperative Purchasing Alliance (NCPA) Contract #11-18 in an amount not to exceed $95,000.00 -- Rosemary Ledesma, Purchasing Manager

J Consideration and possible action to approve an appropriation of $272,088.91 for year three of the City's three-year Enterprise Agreement with Microsoft for Microsoft-branded software and services -- Chris Bryce, Director of Information Technology

K Consideration and possible action to approve the renewal of a Lease Agreement with Opportunities for Williamson and Burnet Counties, Inc. (OWBC) fka Williamson-Burnet Opportunities, Inc. (WBCO) for the property located at 803 W. 8th Street for use as the Madella Hilliard Neighborhood Center and also the approval of in-kind utility assistance for the facilities utilized by OBWC at the Madella Hilliard Neighborhood Center and Mary Bailey Head Start Center (601 North College) -- David Morgan, City Manager and Shirley J. Rinn Executive Assistant to the City Manager

Legislative Regular Agenda

L Consideration and possible action regarding the approval of the recommendations of the Strategic Partnerships for Community Services (SPCS) Advisory Board for the allocation of grant funds for FY 2019-20 -- Jaquita Wilson, SPCS Advisory Board Chair and Shirley J. Rinn, Executive Assistant to the City Manager

M Consideration and possible action to approve a contract with Schneider Engineering for electric risk and resource management services -- David Morgan, City Manager

N Consideration and possible action to acknowledge the correspondence from Bloomberg Philanthropies regarding the Bloomberg Grant Agreement between the City and Bloomberg and direct staff to proceed accordingly -- Jack Daly, Assistant to the City Manager

O Consideration and possible action regarding the City Council's Governance Policy -- Jack Daly, Assistant to the City Manager and Skye Masson, First Assistant City Attorney

P Consideration and possible action to approve a Resolution granting the petition for the voluntary annexation of an approximate 1.123-acre tract of land in the Orville Perry Survey,
Abstract No. 10, and directing publication of notice for proposed annexation, for the property generally located at 34 Skyline Drive -- Andreina Dávila-Quintero, AICP, Current Planning Manager

Q Consideration and possible action to approve a Resolution granting the petition for the voluntary annexation of a 30.14-acre tract of land in the William Addison Survey, Abstract No. 21, and approximately 1,182 acres of Rockride Lane, a right-of-way of varying width of record described to Williamson County, Texas, designation of initial zoning of Residential Single-Family (RS) zoning district, and directing publication of notice for proposed annexation, for the property generally located at 2488 Rockride Lane to be known as Rockridge Lane Subdivision -- Nat Waggoner, AICP, PMP, Long Range Planning Manager

R First Reading of an Ordinance amending Chapter 2.24 entitled “City Council Meeting Rules and Procedures” of the Code of Ordinance of the City of Georgetown relating to City Council procedures; making such other findings and provisions related to the subject; and declaring an effective date -- Jack Daly, Assistant to the City Manager and Skye Masson, Assistant City Attorney

S First Reading of an Ordinance relating to approvals, processing, and requirements for plats and plans pursuant to Chapter 212 of the Local Government Code; repealing conflicting ordinances and resolutions; making such other findings and provisions related to the subject; and declaring and effective date -- Sofia Nelson, Planning Director and Skye Masson, First Assistant City Attorney

T First Reading of an Ordinance amending Chapter 1 of the Unified Development Code (UDC) relating to the adoption of the UDC Development Manual, City Construction Specifications and Standards Manual, Drainage Criteria Manual, Utility Improvement and Extension Policy, Access Management Policy, and Municipal Utility District Policy; repealing conflicting ordinances and resolutions; making such other findings and provisions related to the subject; providing for a penalty; and declaring and effective date -- Sofia Nelson, Planning Director and Jim Kachelmeyer, Assistant City Attorney

U Public Hearing and First Reading of an Ordinance on a request for a Special Use Permit (SUP) for the Permanent Mobile or Outdoor Food Vendor specific use within the Mixed-Use Downtown (MU-DT) zoning district on the property located at 201 East 9th Street bearing the legal description of Lot 6, Block 9, Glasscock Addition -- Andreina Dávila-Quintero, AICP, Current Planning Manager

V First Reading of an Ordinance for the voluntary annexation of an approximate 112.85-acre tract in the Williams Addition Survey, Abstract No. 21, and 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 5.1 acres consisting of a portion of County Road 110, a right-of-way of varying width of record described to Williamson County, Texas, and designation of initial zoning of Residential Single-Family (RS) district (106.092 acres) and Agriculture (AG) district (6.755 acres), for the property generally located at the northeast corner of Southwestern Blvd and CR 110, to be known as Patterson Ranch -- Nat Waggoner, AICP, PMP, Long Range Planning Manager

W First Reading of an Ordinance for the voluntary annexation of an approximate 126.06-acre tract of land consisting of approximately 100.390 acres in the Isaac Donagan Survey, Abstract No. 178, and approximately 25.670 acres of State Highway 29 (SH 29), a right-of-way of varying width of record described to the State of Texas, designation of initial zoning of Local Commercial (C-1) (approximately 15.613 acres), Residential Single-Family (RS) (approximately 72.958 acres), and Low Density Multi-Family (MF-1) (approximately 11.819 acres) and Scenic/Natural Gateway overlay zoning districts, for the property generally located at 4901 West SH 29 to be known as Cole Estates -- Nat Waggoner, AICP, PMP, Long Range Planning Manager

X Second Reading of an ordinance to close and abandon an unnamed 10 foot wide alley located in Block 1, Booty and LaSeuer Addition between 13th and 14th Streets, pursuant to Section 311.007 of the Texas Transportation Code, for the safety and public benefit of the municipality at large, to the owners abutting the alley’s east line; and to authorize the Mayor to execute all
necessary documents -- Travis Baird, Real Estate Services Manager

Y Consideration and possible action to appoint Kevin Pitts to the Animal Shelter Advisory Board to fill a vacancy -- Mayor Dale Ross

Project Updates

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

Public Wishing to Address Council

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

On a subject not posted on the agenda: An individual may address the Council at a regular City Council meeting by contacting the City Secretary no later than noon on the Wednesday prior to the Tuesday meeting, with the individual’s name and a brief description of the subject to be addressed. Only those persons who have submitted a timely request will be allowed to speak. Speakers will be given up to three minutes to address the City Council. The City Secretary can be reached at (512) 931-7715 or cs@georgetown.org. Speakers will be allowed up to three minutes to speak.

AA - Stuart Wallace would like to address the Council regarding the Georgetown Art Center.
- Diane McIntyre would like to address the Council regarding the Deerhaven Neighborhood and abutting commercial development.
- James McIntyre would like to address the Council regarding the Deerhaven Neighborhood and abutting commercial development.
- Stacey Kent would like to address the Council regarding neighborhood concerns related to new commercial activity.
- Robert Fernihough would like to address the Council regarding proposed development in the proximity of Deerhaven Drive.

Executive Session

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

AB Sec. 551.071: Consultation with Attorney
Advice from attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items
Sec. 551.086: Certain Public Power Utilities: Competitive Matters
- Portfolio Management RFP
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
August 13, 2019

SUBJECT:
Call to Order

Invocation

Pledge of Allegiance

Comments from the Mayor
- Recognition from the Texas Police Chiefs Association (TPCS)

City Council Regional Board Reports

Announcements
- Georgetown Recreation Center Temporary Closure
- Sunset Movie Series
- Senior Dance

Action from Executive Session

ITEM SUMMARY:

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Robyn Densmore, City Secretary
SUBJECT:
Consideration and possible action to approve the **minutes** of the Town Hall Meeting on July 8, 2019; Budget Workshop held on July 17th; Cancelled Budget Workshop on July 18th; and Special, Workshop and Regular Meetings held on Tuesday, July 23, 2019 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

Reg Min 07.23.2019
WS Min 07.23.2019
Spec Min 07.08.2019
Spec Min 07.17.2019
Spec Min 07.18.2019
The Georgetown City Council will meet on Tuesday, July 23, 2019 at 6:00 PM at the Council Chambers at 510 West 9th St., Georgetown, Texas.

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

**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**
   - Council Member Nicholson led both the National and State pledges.

   **Proclamations**
   - Purple Heart City Recognition
   - Government Finance Award. (This was presented under the “Comments from the Mayor” section.)

   **Comments from the Mayor**
   - Fire Department AHA Mission: Lifeline Award Presentation
   - Finance Department GFOA Proclamation

   **City Council Regional Board Reports**
   - None

   **Announcements**
   - None

   **Action from Executive Session**
   There were two actions out of Executive Session.
Motion by Nicholson to authorize Mayor to sign a Notice of Violation of the Franchise Agreement with Pedernales Electric Cooperative and a Letter Agreement with Pedernales Electric Cooperative, as discussed in Executive Session.

Second by Pitts.

Approved 6-0. Eby absent.

Motion by Nicholson to authorize the City Attorney to engage the Nossaman law firm on behalf of the City to join in a motion to intervene with Williamson County and the Williamson County Conservation Foundation in litigation styled Center for Biological Diversity v David Bernhard and the US Fish and Wildlife Service on the terms discussed in Executive Session.

Second by Pitts.

Approved 5-1 (Jonrowe against). Eby absent.

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

B. Consideration and possible action to approve the minutes of the Special, Workshop and Regular Meetings held on Tuesday, July 9, 2019 -- Robyn Densmore, City Secretary

C. Consideration and possible action to appoint Monica Gaskamp to the Animal Shelter Advisory Board to fill a vacancy -- Mayor Dale Ross

D. Consideration and possible action to approve a Resolution authorizing the filing of the Assessment Roll for the Georgetown Village Public Improvement District (GVPID) #1 in the City Secretary’s Office, and setting the public hearing date for the assessment for August 27, 2019 -- Seth Gipson, Management Analyst

E. Consideration and possible action to approve a Contract Amendment with Archer Western Construction, LLC of Irving, Texas for installing a chemical feed system at the Lake WTP Intake Structure to control Zebra Mussels in the amount of $187,730.00 -- Wesley Wright, P.E., Systems Engineering Director and Michael Hallmark, CIP Manager

F. Consideration and possible action to approve a resolution granting a license to encroach for the placement of landscaping improvements and irrigation in the right of way of Wolf Ranch Parkway, located south of the intersection of Wolf Rand Parkway and SH-29; and to authorize the Director of Planning to execute that license -- Travis Baird, Real Estate Services Manager

G. Consideration and possible action to approve the purchase of a Dodge Ram 5500-Diesel Wildland Interface Fire Engine from Chastang Chrysler Dodge RAM Jeep through the H-GAC Contract FS12-17 for a cost not to exceed $259,592.00 -- Clay Shell, Assistant Fire Chief
H. Consideration and possible action to approve continuation and renewal to the Blanket Agreement with Southern Tire Mart, LLC to provide tires, tubes, supplies and equipment for FY2019/20 through the BuyBoard Contract #553-18 in an amount not to exceed $85,000.00 -- Rosemary Ledesma, Purchasing Manager

Motion by Pitts, second by Gonzalez, to approve the Statutory Consent agenda as presented.

Approved 6-0. Eby absent.

Legislative Regular Agenda

I. Consideration and possible action to approve the 2019 Street Maintenance High Performance Pavement Seal, Package #1, Change Order #1 to Cholla Pavement Maintenance, Inc. in the amount of $140,675.00 for a portion of Sun City Blvd -- Wesley Wright, PE, Systems Engineering Director

Wright presented the items I and J together. He added that these items were the result of excess funds available. Wright noted that previous Council direction had been to repave as much of Sun and that portions would be repaved while others would be resealed.

Gonzalez asked about the remaining areas that were previously discussed. Wright responded that as funds become available those projects will happen. He added that work at Sun City will be completed first, then work through Summercrest over the next 3-7 year time frame depending on tax revenue and funding availability. Wright stated that these projects will exhaust the street maintenance funds. Gonzalez asked if that meant that the City will not repair any additional roads. Wright responded repaving will only happen if done in house and staff won’t remove chip seal in house. He added that there are no funds currently available, but funds can be allocated to expedite projects if desired by Council. Morgan stated that these excess funds have been developed over the last few years, and staff’s understanding of direction by council was to move forward with projects above and beyond what was already scheduled. He added that as additional funds become available, staff will continue to work through projects.

Pitts stated that he understood the direction of Council was to move forward with repair to Inner Loop and asked for clarification. Wright responded that Inner Loop was the number one priority and the street department is moving forward with those repairs in house, which frees up funds. Pitts clarified that staff is working on those repairs. Wright responded yes, and the only costs would be the materials and labor. He added that it was a small stretch, which allowed staff to take on the repairs in house.

Wright read the caption for Item I.

Motion by Fought, second by Pitts.

No additional discussion.

Approved 6-0. Eby absent.

J. Consideration and possible action on the 2019 Hot-In-Place-Recycling Change Order #1 to Cutler Repaving, Inc. in the amount of $720,000.00 for repaving a portion of Sun City Blvd. -- Wesley Wright, P.E., Systems Engineering Director
Wright presented the items I and J together. Please see Item I for details.

Wright read the caption for Item J.

Motion by Fought, second by Triggs.

No additional discussion.

Approved 6-0. Eby absent.

K. First Reading of an ordinance to close and abandon an unnamed 10 foot wide alley located in Block 1, Booty and LaSeuer Addition between 13th and 14th Streets, pursuant to Section 311.007 of the Texas Transportation Code, for the safety and public benefit of the municipality at large, to the owners abutting the alley’s east line; and to authorize the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager

Baird presented the item and provided background information and an aerial map of the area. He added the alley has never been utilized and staff was approached by the homeowners along the alley. Baird said that the alleyway is unusable as a utility right of way. He added that the owners of lots 1-4 would obtain a portion of the alleyway at a cost of $10.00 each.

Baird read the caption.

Motion by Jonrowe, second by Fought.

No discussion.

Approved 6-0. Eby absent.

L. Consideration and possible action to approve a Resolution ratifying a meet and confer agreement with the Police Benevolent Association of Georgetown -- Tadd Phillips, Director of Human Resources

Phillips presented the item and recognized Delta Jolly, David Morgan and Amy Janik for their work on the agreement. He then described meet and confer agreement and noted that the ratification of the agreement was completed July 4, 2019 by Police Benevolent Association. Phillips reviewed the changes and additions made to the agreement and noted that the agreement will take effect July 24, 2019 if approved and be in place for five years and have a financial impact of $360,000 in the first year which is included in the City Manager’s proposed budget for FY2020.

Phillips read the caption.

Motion by Jonrowe, second by Nicholson.

No discussion.

Approved 6-0. Eby absent.
M. **Second Reading** of an Ordinance amending Chapter 9.04 of the City of Georgetown Code of Ordinances related to the prohibition of housing discrimination -- Charlie McNabb, City Attorney

McNabb presented the item and noted that the change is needed to update archaic language. He added that there has been one change from first reading, which is to add a list of additional protected classes.

McNabb read the caption.

Motion by Fought, second by Jonrowe.

No discussion.

**Approved 6-0. Eby absent.**

N. Consideration and possible action to direct staff to provide an assessment of the impact of withdrawing from the Bloomberg Grant Agreement and to place the Staff Assessment and a Proposition to Withdraw from the Bloomberg Grant on a future Council Agenda -- Steve Fought, Council Member, District 4

Council Member Fought provided background on the item and noted that since going through process, he has determined that it might not be the right time. Fought stated that Council should focus on fixing GUS (Georgetown Utility Systems) instead of running new experiments. He said that we Council originally voted there was discussion on whether to vote before or after election. Fought continued that the item was put on the agenda after election and Council Member Triggs was out and the full Council was not in attendance to vote. He noted that bringing the item back would allow Council Member Triggs to voice his opinion and vote and would allow Council time to receive information and feedback and vote. Fought stated that this is a small project in terms of money, it is important to the community.

Motion to direct staff to provide an assessment of the impact of withdrawing from the Bloomberg Grant Agreement and to place the staff assessment and proposition to withdraw from the agreement of a future agenda by Fought. Second by Triggs.

Jimmy Coffman addressed the Council as a Georgetown resident. He said that he wants Council to reconsider the grant and think of the costs to City for implementation. Coffman said that Council should consider ongoing costs after the three years are up. He added that he is not an electrician or an engineer but does have experience with solar panels and batteries and he has this technology in place on his home. Coffman said that it doesn’t seem like there will not be much extra that will be generated.

Gonzalez asked McNabb if Council could make a decision today regarding not moving forward with the agreement. McNabb responded that due to the specificity of the posted language, Council would have to come back later. Mayor Ross noted the posting language and that there was one council member absent. Jonrowe asked Fought if he is flexible on the timing of the items. Fought responded that he is trying to be efficient but can be flexible and would like all Council Members in attendance. Jonrowe said that she feels that Council needs time between the assessment and the vote to allow time for citizen comments. Fought responded that he thinks that would be fine. He then recommended scheduling both items at the same time and then take more time if needed. Fought added that if the staff presentation leads to Council wanting more time, he would allow it.

Pitts asked if the City has received the money yet. Daly responded that the City has received $100,000.00 for executing the agreement, but none of that money has been spent. He added that staff
will hold the funds until conversations are completed. Pitts asked if the City withdraws, will we be required to pay back the money. Daly responded yes. Triggs asked if there were penalties for withdrawing. Daly responded no, just the requirement to pay back the money, but there are no penalties for non-performance. Triggs asked if any materials had been purchased or work performed. Morgan responded no and staff will include that information with the assessment on a future agenda.

Mayor Ross asked when can staff present. Morgan responded that staff is ready. Mayor Ross asked if staff can present at the next council meeting. Morgan responded yes.

Jonrowe asked if the assessment could include details of the storage component. She added the storage is what she is most excited about and wants backup materials to include that information. Daly responded that yes, staff can provide that information.

Approved 5-1 (Jonrowe against). Eby absent.

**Project Updates**

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

Morgan had no updates but offered to answer questions. Council had no questions.

**Public Wishing to Address Council**

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P. 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.

Q. 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
- PEC Franchise
**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

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**Adjournment**

Motion to adjourn by Fought, second by Gonzalez.

**Approved 6-0.**

**Meeting adjourned at 6:51 PM**

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Approved by the Georgetown City Council on ____________________________

Date

_____________________________    _____________________________
Dale Ross, Mayor      Attest: City Secretary
Mayor Ross called the meeting to order at 3:02 PM. Council Members were in attendance. Mayor Dale Ross; Valerie Nicholson, Council Member District 2; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; Kevin Pitts, Council Member District 5; Rachael Jonrowe, Council Member District 6; and Tommy Gonzalez, District 7.

Anna Eby, Council Member District 1 was absent.

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

A. Presentation and discussion of recommended changes to the City’s Fiscal and Budgetary Policy for FY2020 -- Leigh Wallace, Finance Director

Wallace presented the item and noted that the recommended changes are being proposed by the General Government and Finance Committee (GGAF) reviewed the fiscal and budgetary policies noting that they guide: budget development and monitoring process; revenue and expense; capital asset replacement; debt philosophy and process; reserves and financial ratios; accounting and audit procedures; and have a goal of finding a balance between flexible and firm. She noted that the intended of the audience includes: and annual review by GGAF and Council as part of budget development process; internal staff; external auditors; and credit rating agencies. Wallace noted that the administrative changes are to: clarify existing wording and formatting; remove old language that no longer applies; and update compliance for coming fiscal year. She said the substantive changes include; changing the meaning of the policy; calculation change; definition change; change in decision maker; and adding new policies. Wallace noted the Workday alignment opportunities which include budget transfers and consistent approval levels with director authority from $20,000 to $25,000, and the interest income calculation will move from month-end balance to average daily cash balance. She said that the revenue management changes are already in practice and are to clarify rate setting goals for solid waste contract services and add language for Airport fuel and lease rates. Wallace stated that relating to expenses and assets, when related to public art the policy defines the annual amount for programs and grants to artists at current level of $43,000.00 and for fleet units the policy defines adding language for current practice requiring approval for held back vehicles and equipment. She noted that the reserves will be adding debt service reserves for existing debt for GTEC, GEDCO, Stormwater, Airport, Rivery TIRZ, and Downtown TIRZ to be at least 1x the next year’s debt service payment. Wallace stated that risk management portion of the policy will add language reflecting existing practices relating to Electric Utility risk management, fraud awareness and reporting, and cybersecurity.
awareness. She reviewed in summary that several additions and clarifications were made to the policies for FY2020 reflecting current practices and the City continues to be recognized by credit rating agencies for strong fiscal policies that emphasize flexible liquidity. Wallace noted the next steps of receive Council feedback and adopt policies with the budget in September.

Council had no questions/comments.

B. Presentation, discussion, and possible direction regarding Housing Policies for the 2030 Comprehensive Plan and process for updating the Land Use Element -- Sofia Nelson, Planning Director

Nelson presented the item and recapped the previous work that had been done related to this process. She then reviewed the policy language and noted: Lead refers to the City playing a main role in enacting policy, for example, development regulations and incentives; partner refers to the City partnering with other organization(s) to further policy, for example, Home Repair program with Habitat for Humanity; and support refers to the City supporting other efforts to further policy, for example, supporting non-profit volunteer efforts.

Fought noted that he wanted very specific definitions. Gonzalez said that partnership could have a financial element while the City could support something without providing funding. Nelson said she understood and would caption the Council’s comments.

Nelson recapped the policies presented and recapped the policies that were confirmed. For each policy presented Nelson noted the previous Council guidance that had been provided. Nelson reviewed Policy A1: Support and increase rental choices for low-income and workforce households unless they are substandard. She provided the following options:

1. Option 1 - Utilize definition included in housing report defined as 30-80% of AMI
2. Option 2 - Utilize a more narrowed range of 50-80%
3. Option 3 - Establish a specific AMI range for rental policy vs home ownership policy. The following is an example from Dallas: Programs range from 30%-120% AMI with incentivizing homeownership at 60%-120% AMI and rental developments from 30%-120% AMI

Fought stated he preferred Option 2 but would like narrow range that covers rentals. Nelson responded that there are two different policies A1 and A3 to consider for rentals and home ownership. Gonzalez stated that he agrees with Fought and his concern with the policies are the market effects. He added that staff can put a target in and be effective, and that all price points for housing are in demand. Jonrowe stated that she likes idea of the Dallas model to incentivize both options.

Nelson reviewed Policy A4: Support community housing choices for vulnerable residents including families and individuals experiencing homelessness. She provided the following options:

1. Option 1 - As currently drafted.
2. Option 2 - Support community housing choices for vulnerable residents, including families and individuals experiencing homelessness.
3. Option 3 - Support the non-profit community to create housing opportunities for the most vulnerable residents (including but not limited to homeless, seniors, youth aging out of the foster care system, and people with disabilities).
4. Option 4 - Support the non-profit community to minimize the involuntary displacement of people of vulnerable populations such as low-income households, the elderly, and people with disabilities.
Pitts stated that he prefers Options 3 and 4 but would select option 4 as top choice. Mayor Ross asked what the significant difference between Options 3 and 4 was. Nelson explained that is still includes homelessness, while Option 4 leans more towards the non-profit community. Jonrowe stated that she liked Option 3 and the inclusion of youth aging out of foster care. Gonzalez stated that he is fine with Options 3 and 4, noting that the foster care element is important. He added that Option 3 is his preferred option. Ross stated that it sounds like Council is leading towards Option 3.

Nelson reviewed Policy P2: Preserve existing neighborhoods in targeted areas. She provided Council with their requested information noting that the City could create a process where residents would need to self-elect neighborhoods for participation (ex. Traffic Neighborhood Management Program) or a specific criteria might be laid out in toolkit for qualifying neighborhoods such as age, maintenance, and vulnerability to change.

Nelson reviewed Policy P3: Support owner ability to stay in their home in neighborhoods with rapid value increases. She provided Council with their requested information noting that possible implementation steps could include: home rehabilitation; utility billing assistance; homestead exemption education; partnerships with non-profits that assist existing home owners with maintenance; property tax abatement for reinvestment areas for homeowners meeting specific criteria; and Neighborhood Empowerment Zones. Nelson then provided the following options:

1. Option 1 - As currently drafted.
2. Option 2 - Support owners ability to stay in homes in neighborhoods with rapid value increases without limiting the sale of the home.
3. Option 3 - Support in minimizing the involuntary displacement of home owners in neighborhoods with rapid value increase without limiting the sale of the home.
4. Option 4 - Support owner choice to say in their home in neighborhoods with rapid value increases.

Fought asked for an example of policy that would fit in option 2, but not option 3 and fit in option 3 but not option 4. He added that he didn’t understand the subtleties in the differences of the policies. Nelson responded that staff was trying to focus and hear Council clearly. She added that staff understood the concern for limiting the sale of a home. Nelson stated that she heard Council saying that there was sometimes a choice for people to stay or leave, but that the intent of the policy was for those without a choice. Fought said that he supports the good neighbor fund and he is all for helping people make modifications to homes that lower utility bills. Gonzalez stated that this policy could relate to transition homes where zonings are changing and rezoning is allowed. Mayor Ross asked for clarification on Options 2 and 3. Nelson responded that staff was trying to wordsmith and give Council options. Mayor Ross responded that Option 2 is more broad than Option 3. Morgan responded that this is a wordsmithing exercise and it depends on what words sound best to Council. Mayor Ross stated that he feels Option 2 gives more options.

Nelson reviewed Policy D4: Encourage housing options and services to allow people to thrive in Georgetown as they grow older.

1. Option 1 - As currently drafted.
2. Option 2 - Promote aging in place opportunities by aligning land use policies and transportation policies that promote a housing market capable of accommodating residents throughout all stages of life.
3. Option 3 - Combine drafted policy with D3 and move to land use element: Promote development of complete neighborhoods across Georgetown to support improved livability and aging in place options.
Fought stated that if the objective is to allow people to age in place, it doesn’t feel like it fits in the housing policy. He stated that can live with either Option 2 or 3. Fought stated that the objective of aging in place goes beyond the housing policy. Nelson responded that the Land Use Policy will be the most overarching. Fought stated that he is not thrilled with any of them but can work with Option 2. Mayor Ross stated that Option 2 is best fit for this and Option 3 has too many other non-housing elements. Gonzalez what “promote” now means in this policy. Nelson went back over the definitions. Jonrowe stated that the transportation element could lead to a financial component.

Nelson then presented the Land Use Element and reviewed the work that has been done so far. She then reviewed the Gateway Overlay Districts and how they: are intended to enhance the entry corridors to Georgetown; consist of 14 corridors into the city are designated for the purpose of applying additional landscaping and design standards; and are part of the 2030 update will identify goals and policies for the location, character, design, streetscape, and signage of our city’s gateways and image corridors. Nelson then reviewed the Gateway Survey and noted: there were 335 total participants; live dates were from April 24 - May 15 (22 days); the purpose was to gather broad public input to prioritize gateways and input on what characteristics should be sustained or improved (land use, signage, walkability, building design/scale, streetscape); and the results will be used to develop recommendations for goals to the Steering Committee and City Council. She then reviewed the most important segments as identified by the public. Nelson asked Council for guidance on what gateways should be studied. Nicholson and what is involved in studying the gateways. Nelson responded that all the overlays are currently identified in that UDC. Nicholson asked what the order of review would be. Nelson responded that a SWOT (Strengths, Weaknesses, Opportunities; and Threats) analysis would be done. Nicholson stated that she would be in favor of reviewing all of them. Pitts asked, over next 10 years, how does Council want these to develop. Nelson responded yes and provided a table that reviewed the top issues by corridor. Pitts stated that a majority of people that see Georgetown, see if from I-35 and in the I-35 corridor the look is important. He added that there are some roads that could be expanded to help alleviate traffic issues. Nelson reiterated Pitts comments on studying gateway areas that may be built up and look for ways to alleviate traffic concerns in gateway areas. Gonzalez stated that he would like staff to look at natural gateways that exist on major roads that lead into Georgetown and start there to try and get ahead. He added that when someone is driving down I-35 there should be good presentation, but at 75 mph is much of an impact really made. Gonzalez suggested working on outside roads first and then working inward. Fought provided a historical anecdote and noted the two major entrances at North and South. He stated that staff should pick two and get it right as those are the gates to the city. Mayor Ross noted Gaslight District in San Diego and how it clearly defines the downtown. He said that the downtown historic district should be clearly defined. Jonrowe said that she sees the distinction between corridors and gateways and thinks of both in terms of trying to create something that is pleasant. She asked about the target audience and noted that staff needs to refine this further. Nelson recapped the feedback she had received from Council. She asked the Council if there is a level of work to be done before Comp plan is complete.

Gonzalez stated that to have a Comprehensive Plan completed, the land use is a key element, and they should be developed concurrently and make sure that the UDC lines up with the Land Use Plan.

C. Presentation, update and discussion regarding amendments to the Parmer Ranch MUD (a.k.a. Northwest Williamson County Municipal Utility District #2 or NWWCMUD #2) Amended Consent Agreement -- Wayne Reed, Assistant City Manager

Reed presented the item and noted that Joe Owen the Master Developer was in attendance with his assistant Nathanial Klugman. He stated that the purpose of the presentation was for staff to receive
Council’s feedback and direction on an amendment to the Parmer Ranch MUD Consent Agreement. Reed reviewed the Parmer Ranch Amended Land Plan and the MUD Policy which states: The City of Georgetown finds that the purpose of a Municipal Utility District (MUD) is to assist in closing the financial gap when a development is seeking to exceed minimum City standards, provide a robust program of amenities, and/or where substantial off-site infrastructure improvements are required that would serve the MUD and surrounding properties. He then reviewed the MUD Policy Basic Requirements that consist of: quality development, extraordinary benefits, public service/safety, exclusive provider, fiscally responsible, finance plan, and annexation. Reed noted that the developer has agreed to meet/exceed standards in UDC, plus add the following enhancements to the Development Agreement: development and design standards for single-family residential to ensure minimum standard of quality and create equality with more recent developments with MUDs and incorporate approval process for alternative architectural standards. He then explained that the developer will: provide a master sign plan to create a unified and attractive appearance across the entire development with consistent use of high-quality materials and design; and meet City’s infrastructure standards and fund the design and construction of roadway infrastructure based upon TIA. Reed added that the developer has requested flexibility with Tree Preservation which includes: abiding by the UDC Tree Preservation standards on 382 acres out of 454 acres and on the remaining 72 acres (Parcels 6, 19, 20, and 21), provide tree preservation identical to Wolf Ranch-Hillwood PUD standards based upon tree survey that documented concentration of Heritage Trees on these parcels. He stated that the developer/district must design, fund, and construct on-site collector level roads and make developer contributions to and/or construct other transportation improvements based upon TIA. Reed stated that the developer/district must: design, fund, and construct regional trail (10’ wide) along south side of Ronald Regan Boulevard; provide neighborhood parks, a private amenity center, and preserve 47 acres as open space/parkland; provide a minimum of $250,000.00 to improve each neighborhood park which will be triggered by a certain building permit threshold.

Pitts asked if the parks would be private parks. Reed responded that they would be private parks because they will be in the ETJ.

Reed noted that the developer will use residential development standards provide a diversity of housing with range of single-family lots/designs, multi-family, and cluster homes. He then reviewed existing benefits in the development agreement related to wastewater, water infrastructure, SIP Fee, City exclusive provider, on-site facilities, and impact fees. Reed reviewed the bond terms: estimated maximum amount of bonds is $84,000,000.00; maximum bond maturity of 25 years; bond issuance period of 15 years from the date of the first issuance of Bonds issued by each district; refunding bonds not later than 10th anniversary of date of issuance; reimbursement agreement of no later than the fifteenth (15th) anniversary of the date of the first issuance of bonds by the District; District only tax rate (Maximum) of $0.95/$100 in assessed value; and a master development fee. He noted that the development is responsible for on-site costs of infrastructure and will not impose financial burden on citizens of City of Georgetown. Reed added that a Strategic Partnership Agreement for Commercial development will allow the City’s sales tax to be collected from retail businesses located in this ETJ development and the sales tax will be split between City (80%) and Developer (20%). He said that staff is seeking the Council’s feedback and direction on an amendment to the Parmer Ranch MUD Consent Agreement that covers: residential development standards; architectural design standards; master sign plan; amenity center; parks and regional trail; parkland fees; sidewalks and trails; tree preservation; Fire SIP Fee; and financial terms.

Fought stated that is looks like well negotiated agreement. He then asked what the timeline is on starting the project. Joe Owen with Parmer Ranch Partners LP stated that there was a meeting with City yesterday and is hoping to get started around the first quarter of next year or last quarter of this year. He added that things are going well and they are ready to get started.
Gonzalez stated that the agreement was a well worked document and the triggers used in the document should be used in future development.

Jonrowe asked that Reed review the tree preservation portion and asked what flexibility means when deviating from UDC requirements. Reed responded that the biggest change is related credit trees. Jonrowe stated that keeping smaller trees leads to wildlife preservation and she is not crazy about precedent. She said that she is willing to entertain it in this case, but Council should look at the tree preservation ordinance and see if it needs to be updated. There was much discussion about tree preservation and the use of the tree preservation ordinance. Jonrowe stated that she would ideally preserve all trees but understands that is not possible. More general discussion about tree removal and mitigation. Mayor Ross asked why staff was using Hillwood as the standard. Morgan responded that these are negotiations and once an exception is granted to one developer, other developers will ask for the same exception. He added that only sections of the MUD have been identified and staff will do follow-up research. Mayor Ross asked what’s in it for the City to allow less trees. Morgan responded that the developer would offer different commitments for this concession. Reed noted the 10 general amendments that were presented previously. Ross asked if the parks will be open to all Georgetown residents. Reed responded that they will not be open and the developer could prohibit the general public.

Gonzalez stated that he is worried about these exceptions creating a precedent. Reed responded that the City does have virtually every developer ask for exceptions and the City requires a tree survey before providing an exception. Pitts asked if the exception done for Hillwood was for certain sections or the entire thing. Reed responded that is was for the entire thing. Pitts stated that since this development only wants a waiver in a few areas he is fine with the proposal. He added that there are alternatives and it is virtually impossible to develop without addressing tree preservation. Gonzalez stated that he understands, but staff and Council need to review the policy so that continuous exceptions aren’t needed. Reed stated that tree preservation is on an upcoming workshop. Owen stated that on 454 acres he is asking for a variance that will allow the removal for 20% of the of the heritage trees. He continued that the park plan is not on presentation, but they will keep trees for the parks and can plant 300 trees. Owen said that the corners that are being asked about are identified for future commercial. He finished by saying that the amendment has taken months of work with staff to reach a compromise.

Reed asked for Council’s direction. Gonzalez stated that he supports the amendment. Nicholson stated that she supports the amendment.

D. Presentation, update and discussion regarding amendments to the Oaks at San Gabriel MUD (a.k.a. West Williamson County Municipal Utility District #1 or WWMUD #1) Amended Consent Agreement and related agreements -- Wayne Reed, Assistant City Manager

Reed presented the item and reviewed the proposed changes consisting of: Overall Development Plan; Fee for CHWWTP expansion; Architectural Design Standards; and Financial Terms related to Bond Capacity. He noted that this development has been in development since 2007. Reed then showed Council pictures of the development and what has been completed to date. He then briefly reviewed the how the key components of the MUD policy are utilized in the Oaks at San Gabriel. Reed noted that staff is reviewing the feasibility of the developer must cover the full cost of expanding the Wastewater Treatment Plant. He added that the developer is asking to increase the maximum bond amount to $35,000,000.00. Reed said that the developer has paid in full to date, all financial obligations totaling $408,000.00. He then asked for feedback from Council in the proposed changes.
Gonzalez stated that he understands changes and has no issues. He then asked how impending MUDs staff is working on. Reed responded four and one PID.

E. Presentation and discussion regarding the 86th Legislative Session -- Jack Daly, Assistant to the City Manager

Daly presented the item and reviewed the City’s efforts during the legislative session which included: adopting a Legislative agenda in Oct. 2018; Williamson County Day; Chamber’s Government Affairs Committee; Texas Municipal League; and Focused Advocacy. He then reviewed a chart that showed bills introduced versus bills passed and noted that the City related bills has continued to increase over time. Daly provided a 2019 Session Summary that noted: an explicit effort to preempt cities in lieu of state authority across the board seems to be declining slightly; all so-called “super-preemption” bills died; a trend to try and politicize cities is on the increase; and increased use of population brackets in bills. He noted that the has been an effort to add party affiliations to local races. Daly then reviewed Senate Bill 2: 3.5% rollback rate on cities/counties; “No new revenue rate”; de minimus relief for cities under 30,000 population: can adopt rate that levies $500,000.00; 3-year “banking”; certificates of obligation provision removed; and is effective January 1, 2020.

Fought asked about the possibility of banking percentages for future year. Daly responded that he will double check but he doesn’t think that’s an option.

Ross asked who was against local control. Daly said that Schwertner was in favor, Wilson was in favor, and Telarico was against.

Daly resumed the presentation and noted the changed to Annexation and ETJ which does not allow unilateral annexation in all counties, with limited exceptions, and is effective immediately (HB 347 by King). He then reviewed Land Use and how cities: must approve/conditionally approve/reject subdivision plat, site plans, and all other subdivision development applications within 30 days or deemed approved; (HB 3167 by Oliverson, 9/1/19); require digital mapping for home rule cities (SB 1303 by Bettencourt—9/1/19); and have 3/4s vote of council required for non-consensual historic landmark designation (HB 2496 by Cyrier, effective immediately).

Pitts asked the developments application must be approved by Council or staff within 30 days. Daly responded that they must be approved by staff and focuses on development applications. Skye Masson, First Assistant Attorney said that there is work being done on this bill. She added that the 30 days includes taking it to P&Z (Planning and Zoning Commission) and changes approval from planning director to P&Z. Pitts asked about any applications that need both Council and P&Z. Masson responded at this time, none require approval of both.

Daly continued by reviewing Online Sales Tax with: HB 1525 will shift all sourcing, including in-state, to destination if goods sold at certain “marketplaces”; HB 2153 allows Comptroller-recommended legislation to affect the city’s share; blended rate instead of individual city rates; and cities collect based on current sales tax collections, not actual deliveries from out-of-state retailers. He reviewed economic development and a bill that extend Ch. 312 tax abatement by 10 years: HB 3143 by Murphy, 9/1/19 and new hearing and 30-day notice requirements were added. Daly reviewed City fees: residential building permit fees may not be tied to value of building or cost of construction (HB 852 by Holland—immediately effective); cities must choose some other criteria such as square footage; and TABC reauthorization allows breweries to sell beer-to-go, but also created new types of permits; cities must update license fees accordingly (HB 1545 by Paddie, 9/1/19). He then reviewed Building Codes and
Regulations and how the City can’t regulate building materials authorized by national building codes with limited exceptions (HB 2439 by Phelan, 9/1/19),

Mayor Ross asked about historic districts. Daly responded that there are exceptions for historic, along with planned developments.

Daly reviewed the changes to plumbing and the attempt to pass a bill that would all State plumbing licensing and regulations to end Sep. 1 because sunset bill, SB 621, but it didn’t pass. He added the Governor extended the Texas State Board of Plumbing Examiners and its licensing law until 2021 via an executive order.

Ross why was it determined licenses weren’t needed. Daly did not want to speak on why certain things happened in the legislature.

Daly reviewed Open Meetings and the attempt to fix recent court case declaring conspiracy crime of Open Meetings Act unconstitutional (SB 1640 by Watson—effective immediately). He added that there was a change that City’s must allow public to comment in all public meetings including workshops (HB 2840 by Canales, 9/1/19) and expanded emergency powers under Open Meetings Act (SB 494 by Huffman, 9/1/19). He then reviewed Public Information: if a city has a website, requires meeting, election, and other info to be posted on it (HB 305 by D. Paul, 9/1/19); Bill to expand third party vendors and contractors of cities subject to open records (SB 943 by Watson, 1/1/20); City officials must forward city business on cell phones to PIA officer (SB 944 by Watson, 9/1/19); and information about parades and concerts paid for with public funds are open records (HB 81 by Canales, effective immediately).

Fought asked if this includes text messages. Daly responded that it includes text and personal email. Fought asked about phone calls. Daly responded that he will double check that. Fought noted that text is difficult to monitor because texts get deleted. Daly responded that staff will be coming back and go into deeper discussion.

Daly then reviewed debt and HB 477 by Murphy that adds one item to ballot (that taxes will be used to pay the debt) and requires a voter guide and new notice requirements (9/1/19) and single specific purpose for each bond proposition (SB 30 by Birdwell, 9/1/19). He then reviewed changes to elections which include: allowing a City to remove deceased candidates from ballot up to deadline to file (HB 1067 by Ashby, immediately effective); runoff ballot candidate order must be same relative to original ballot order (HB 88 by Swanson, 9/1/19); other than disaster displacement, candidates to show eligibility must have made an effort to return to residence after a temporary absence (HB 831 by Huberty, 1/1/20); and for November elections, can’t have early voting place that isn’t a county voting place, unless all county places in city are designated by city (HB 1048 by Guillen, effective immediately). Daly noted that a city must report lobby expenses in budget (HB 1495 by Toth and S.B. 65 by Nelson). He then reviewed Right of Way Fees and how providers don’t have to pay both cable and telecom franchise fees and can drop the lowest (SB 1152 by Hancock, 9/1/19). Daly added that this will result in litigation. He then reviewed Workers Comp issues: the list of Firefighter cancers was expanded from 3 to 11 cancers covered (SB 2551 by Hinojosa, effective immediately); add police to presumption statute other than cancers (SB 1582 by Lucio, 9/1/19); and PTSD caused by multiple events (HB 2143 by J. Turner, 9/1/19). Daly reviewed changes to purchasing and contracting: contractors not liable for specification defects in road construction (HB 2899 by Leach, effective immediately); some limitation of can’t-boycott-Israel contracting bill from 2017 (HB 793 by P. King—effective immediately) the company must have 10 or more employees and the contract must have value over $100,000.00; and city contracts using state money can’t require union participation (HB 985 by Hancock, 9/1/19). He then reviewed the changes to utilities noting that all gas utilities must replace
cast iron delivery pipes by 2022, and replace at least 8% of all pipes annually thereafter (HB 866 by Anchia). Daly reviewed changes to employment noting that all city officials and employees with access to government computer systems must complete annual cybersecurity training that can be offered in-house (HB 3834 by Capriglione, effective immediately). He then reviewed good bills for cities which include: automatic allocation of sporting goods sales taxes to parks (SB 26 and SJR 24 by Kolkhorst—on November ballot); mandatory notice to city of radioactive discharges (HB 2203 by Miller, effective immediately); and rock climbing protected under Tort Claims Act (HB 687 by Guillen and SB 230 by Perry, effective immediately). Daly noted bills that landed on the cutting room floor: cities can’t lobby or join associations that do; short-term rental regulation preemption; working conditions ordinance preemption; disease notice by animal shelters; broad “super preemption” bills; confusing financial information on bond ballots; State or district judge approval of ballot propositions; 6 chickens for every backyard; no arrests for Class C misdemeanors; must release ETJ on petition; AG can settle city lawsuits; 145% required offer in eminent domain; limitations on issuance of COs; email notification of city fees; and must use county polling places at May election. He then reviewed the next steps of: address local conflicts with State Law; reviewing building permits; reviewing alcohol licenses; updating meeting procedures; considering needed UDC revisions; and continuing to engage with elected officials.

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.

F. 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
   - PEC Franchise
   - Legislation Update

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
Meeting adjourned into Executive Session at 5:09 PM.

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Approved by the Georgetown City Council on _____________________________

_____________________________    _____________________________
Dale Ross, Mayor      Attest: City Secretary
The Georgetown City Council will meet on Tuesday, July 8, 2019 at 6:00 PM at the Council Chambers, 510 W 9 th Street, Georgetown, Texas.

The city of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary’s Office, at least four (4) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr Street for additional information; TTY users route through Relay Texas at 711.

The City of Georgetown will host a town hall meeting on July 8 to present projects and programs being considered in the 2020 budget and listen to public feedback. The meeting will provide an overview of the budget process and highlight challenges the City facing in adopting a budget that maintains service levels and responds to growth.

City Manager David Morgan will talk about programs and projects being considered in the 2020 fiscal year budget and then answer questions at the town hall. The meeting is an opportunity for anyone in Georgetown to learn about the budget process, ask questions, and share concerns related to the 2020 budget.

Councilmembers have been invited to this town hall, but no official action will be taken.

Adjournment

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Approved by the Georgetown City Council on \[\text{Date}\]

\[\text{Dale Ross, Mayor}\]  \[\text{Attest: City Secretary}\]
Notice of a Special Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, July 17, 2019

The Georgetown City Council will meet on Tuesday, July 17, 2019 at 2:00 PM at the Council Chambers, 510 W 9th
Street, Georgetown, Texas.

The city of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require
assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance,
adaptations, or accommodations will be provided upon request. Please contact the City Secretary’s Office, at least
four (4) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr Street
for additional information; TTY users route through Relay Texas at 711.

All Council Members were in attendance: Mayor Dale Ross; Anna Eby, Council Member District 1; Valerie
Nicholson, Council Member District 2; Mike Triggs, Council Member District 3; Steve Fought, Council Member
District 4; Kevin Pitts, Council Member District 5; Rachael Jonrowe, Council Member District 6; and Tommy
Gonzalez, District 7.

A. Call to Order – A Special Meeting of the City Council

Mayor Ross called the meeting to order at 2:04 p.m.

Council Member Fought arrived at 2:05 p.m. and Council Member Gonzalez arrived at 2:06 p.m.

Legislative Regular Session

B. Workshop overview, discussion and feedback regarding the FY2020 City of Georgetown Budget and Tax
Rate -- David Morgan, City Manager

Morgan introduced the item and provided a general overview of the budget. He noted that staff was not
presenting the formalized final budget, but it is coming together. Morgan said the City will receive certified
tax rolls yet at the end of July. He added that staff is seeking Council feedback now to allow them to prepare
the final budget. Morgan stated that the purpose of the presentation was to discuss budget pressures and
focus areas; provide detail on current budget planning; discuss variances in proposed budgets and new
programs; collect council feedback; and review next steps. He noted the City’s fast growth and how the City
is the seventh fastest growing city in the nation and the fifth year for the City to be in top ten. Morgan also
noted that between 2013 and 2017, medical and fire calls increased 56%. He then reviewed current City
population of 74,180 in 2018 and the projected population of 96,500 by 2030. Morgan then reviewed the
Growth Heat Map and showed how the City is growing everywhere, but currently the fastest growth is in
southeast and it has historically been in the northwest. He then reviewed graphs that displayed the increases
in population, permit applications, fire calls for services and police calls for eservice over the last 3-5 years.

Council Member Gonzalez asked for clarification on the 2018 population as there were two different numbers
listed. Morgan responded that there are two numbers, the census estimate, and the planning department
estimate based on specific permit types. He added that the population number will be really trued up in 2020
census. Gonzalez noted that a 20% difference is large. Morgan responded that the growth pattern is
consistent and relates back to the increase in services.

Morgan continued the presentation by reviewing staff’s efforts regarding resident feedback via the On the
Table event, the Comprehensive Plan public input process, July 8th Town Hall, and online survey. He then
reviewed the online survey results and noted that the top issues citizens wanted addressed in the FY2020
budget were, in order: managing growth; taxes and spending; traffic; infrastructure and roads; safety; quality
of life programs; housing; and retail and restaurant options. Morgan stated that the themes driving the
proposed budget are: ensuring safety and responsiveness; improving communication; maintaining quality of
life services; maintaining and enhancing service delivery and performance management while remaining cost
effective, responsive and friendly, and providing infrastructure that builds for the future; and continuing to
strengthen the City’s financial condition. He reviewed the process for the budget and noted that today staff is presenting the preliminary budget with the City Manager’s proposed budget being presented on August 6th at a Special Council Meeting. Morgan added that this version is a work in progress and intended to be reviewed with council for alignment which allows council to provide feedback to shape city manager’s proposed budget. He continued that the workbook format provides detail for transparency including funds and line item detail for current and proposed budgets and providing historical balances. Morgan reviewed the budget revenue assumptions of: a tax rate of 0.42 which is the same as FY2019 and allows the City to stay under rollback rate; shaping the debt and infrastructure plan to stay within the current tax rate; a final tax roll by July 25; continued growth of 6.7% in sales tax and utility revenues; and no rate increases for the utilities of water, sewer, electric, and sanitation. He then reviewed the budget cost assumptions of: base budgets including existing staff, supplies, maintenance and costs that may include increases related to growth and utilities, maintenance, and other cost increases; the expectation of continuing to provide existing levels of service; and service enhancements including new staffing and program funding to address growth or specific issues. Morgan explained the budget assumptions that are being made across all funds: salary increases budgeted on average of 3%, but will be allocated based upon merit ratings which is slightly less than national averages for 2018 and 2019 and a market study that is conducted each year for 1/3 of the positions in the City where 117 positions were reviewed this year and it was determined that 29 positions are below market pay which affected 136 employees. He reviewed the Public Safety Investments which include: Public Safety Staffing of patrol, CID detective, and communications staffing; fire inspections; opening Fire Stations 6 & 7; and operational costs. Morgan said that staffing costs continue to be partially funded through a SAFER grant and noted the need of fire and emergency management equipment and software. He reviewed the City’s need to improve communications by adding a Director of Communication and Public Engagement which was a recommendation from communications audit. Morgan added that this position would also include contract support and help address the goal of increasing citizen satisfaction which currently lies at 42% with city communications. He then addressed the need to maintain service levels by increasing staffing in various areas that are experiencing growth. Morgan noted these needs included Code Enforcement, Visitors Center, Purchasing, and Library temp staffing support. He reviewed the progress of current initiatives including: continued support for the Workday Project which will be the human resources and financial system backbone and is an over 10-year investment which is being implemented through staffing contracts and employee resources; enhancing existing software programs for Customer Care, Asset Management, and Records Management; and measuring and transforming staff’s work to improve service delivery by adding Performance Management Program (PMP) manager, Business Improvement Program (BIP) manager, training coordinator in human resources, and a contracts manager who can provide review and accountability for contracts for MUDS and other areas. Morgan reviewed the proposed reorganization to improve service delivery and the staffing/reporting structure change to address management focus. He added that this change will: enhance planning and focus on Electric and Water/Wastewater by reclassing the General Manager/Assistant City Manager position to Electric General Manager and reclassifying the Utility Director position to Director of Water Utilities; enhance service intensive areas by adding Director of Community Services to oversee “high touch” areas in addition to adding positions in Animal Services, Code Enforcement, and Emergency Management; moving GUS administrative staff to report to various directors; moving technical cost center in GUS (business services and Geographic Information Systems) to report to Information Technology Director; moving Customer Care to report to the Assistant City Manager over support areas; moving Engineering to report to the Assistant City Manager over development; enhance Human Resources to “Employee and Organizational Development” which will include safety, support, training, performance management and process improvement and build culture of continuous improvement; move utility analyst functions to Finance; and provide clarity and consistency for forecasting, financial analysis, budget, and reporting. He continued that the reorganization will meets the goals of city management for FY2020 and beyond, enhance service delivery, focus on performance management, provide ways for leadership and employees to grow, and is financially feasible. Morgan paused the presentation for questions from Council.

Gonzalez had no questions or comments.

Jonrowe asked about the CID Detective and if the City has arrangement with State to provide some of those types of support services. Morgan responded that the State does assist, but it is not a significant amount of support and this position will focus on forensic training. Jonrowe asked if this change will enhance the City’s relationship with the State. Morgan responded yes, it will. He then conferred with Chief Nero and noted that part of the agreement is for the State to train City staff and this will provide them a person to train.
Jonrowe stated that she supports the reorganization proposals put forward and the addition to Code Enforcement in particular. She then asked about the tuition reimbursement program the City offers to employees. Morgan responded the tuition reimbursement program is but still part of base budget and plans to continue the existing program, as it has been well utilized. He then offered to put together some numbers related to the usage of the program. Jonrowe said that she would like to see those numbers and would like to see feedback from staff on program and if there are other programs that staff would like the Council to consider. Morgan responded that the City has a Benefits Committee that reviews this type of thing, and the tuition reimbursement program has grown in terms of utilization. Jonrowe asked if the City collected data on who takes advantage of tuition reimbursement program. Morgan responded that staff will put that information together.

Pitts had no questions or comments.

Fought stated that the City should not lock into the tax rate without consider bumping the tax rate up to highest effective rate due to 3.5% cap going forward. He added that this would be to help manage growth. Fought stated that the City could use the increase in the tax rate to help with GUS issue. He added that moving finances out of utilities is good and staff should consider possibly adding an internal auditor at some point, which he would like to be considered in future years. Morgan responded that staff is work on analysis to address the 3.5% cap and to understand the issue as a whole moving forward. He added that the impact will be $9.00 per year savings to the tax payers and a $700,000.00 per year impact to the City budget. Morgan said that staff will provide the analysis to Council. Fought noted that the City is subject to new rules. Morgan said that in regard to an internal audit, the City has a program, but not internal staff. He added that it is a significant function and the information is reported to GGAF.

Triggs stated that he thinks the reorganization is a good thing and likes the structure. He asked if the City does internal audits and if there is a compliance officer on staff. Morgan responded that there is a controller position and external audits which are part of the City’s fiscal and budgetary policy. Triggs then asked about the frequency of the external auditor and if it was an external firm. Morgan responded that the audits are annual, and the City uses an external, national firm.

Nicholson stated that the reorganization is good and she is excited about the communications focus and elevating Human Resources. She also applauded the creativity in the proposed reorganization.

Eby had no questions or comments.

Morgan reviewed the upcoming infrastructure investment opportunities. He noted the Parks proposed 2020 projects: design San Gabriel Park Phase III; regional trail design and construction; Parks Master Plan Update; continuation of the Parks ADA Transition Plan; neighborhood park development, specifically the Heritage Community Gardens; and the demolition of the Tennis Center Pool. Morgan noted the upcoming Water projects: lake plant; southside plant; Round Rock supply; pump stations; 24-inch water line for Southwest By Pass; and tank rehab. He reviewed the upcoming Wastewater Projects: Berry Creek Interceptor; Edwards Aquifer Recharge Zone (EARZ) which is a TCEQ mandate; San Gabriel Wastewater Treatment Plant Rehab; and easements for the San Gabriel Interceptor. Morgan reviewed the upcoming Solid Waste projects: adopted solid waste master plan; renovating transfer station; expanding composting; and exploring concierge service in downtown. He then reviewed upcoming Road projects: diverging diamond at Williams drive which will begin in 2021; Northwest Blvd. Bridge breaking ground this summer; and the Rivery Blvd. Extension which will be completed this summer. Morgan reviewed the upcoming phases of the Austin Avenue bridges: FY20 – Design; FY21 – Bridge Rehab; and FY22 – Pedestrian Bridge. He also noted some possible funding sources for the project as CAMPO and TxDOT, in addition to possible grant funds. Morgan then summarized the budget development process noting the theme of retaining small town charm and ensure high services levels. He said that in FY2020 there will be 14.5 new positions compared to 30 fulltime employees in 2019 and 20 fulltime employees in 2018. Morgan then turned the presentation over the Assistant City Manager Laurie Brewer.

Brewer presented the Workbook Detail and Analysis. She noted the setup of the workbook. Brewer then provided a government budget and accounting refresher by noting: funds are the City’s reporting structure; each fund is self-balancing and represents a related set of accounts, and include assets, liabilities, revenue and expenses; and fiscal and budgetary policy outlines specific requirements for most major funds; the
General Fund is the primary operating fund of the city, traditional resources associated with city government which includes public safety, street maintenance, parks, library, administration and is funded through sales taxes, fees, property taxes (operating portion) and return on investment from utility funds. She added that General Debt Service which funds debt payments for general debt through the debt service or “interest and sinking” portion of property taxes. Brewer noted that Enterprise Funds are used for Electric, Water/Wastewater, Stormwater, and Airport, and operate more like traditional businesses where rates and fees are set to recover costs. She continued that the Internal Service Funds cover Joint Services, Fleet, Facilities, Information Technology and are for areas that provide internal support where the overhead costs are allocated out to other funds through formulas based upon demand. Brewer stated that Special Revenue Funds are required legally, by council order or for better accounting management and cover Convention & Visitors Bureau; street maintenance sales tax; grants, etc. She then reviewed the General Fund FY2019 Projections noted that total revenues are projected to end at $71.2 million, or 0.5% higher than budget with sales tax projected to end 5% higher than budget and property tax projected to end at budget. Brewer said that total expenses are projected to end at $70.6 million, or less than 1% under budget and all divisions are expected to finish below budget with the exception of the Police Division which was due to overtime for Blue Hole coverage and special events. She continued that revenue assumptions for FY2020 are based on a sales tax 6.7% increase totaling $17.8 million and continued strong growth in the core sectors of retail, food, information, and manufacturing, as well as new developments like Wolf Crossing, Holt Cat and Academy Sports & Outdoors.

Pitts asked how much credit is being given to new development. Brewer responded around a half million. Pitts stated that things could lead to a delay in opening, which causes concern. Brewer responded that staff also will be starting many new positions in January to allow for some savings and staff is being conservative. Paul Diaz, Budget Manager noted that staff looks at new businesses and sales confidential tax data, as well as discounting up to 65% of total projections. Pitts noted that he would prefer those numbers be added in later.

Brewer resumed the presentation by noting that there has been a 6.6% increase in property tax which equals $14.8 million. She added that the City has seen an 11% increase in return on investments totaling $8 million and reduction of $1 million in the electric fund. Brewer stated that other funds of notes are: a sanitation increase of 3% totaling $9.7 million; Planning and Development fees increasing 5% total $3.5 million; Parks fees increasing 4.6% totaling $2.8 million; and Emergency Service District (ESD) 8 contributing $3.7 million and a SAFER grant contribution of $666,000.00. She added the Police Department is seeking the addition of: two patrol officers costing $215,700.00 to address the increase in calls for service and examining increasing the number of beats from 5 to 6 in the City; and the WatchGuard Body Camera System costing $838,038.00, with $814,000.00 being debt funded, as a holistic system that includes car cams, body cams, and interview rooms.

Gonzalez asked if the costs for the new officers includes all needed startup costs. Brewer responded that the cost does include vehicle and uniforms.

Brewer continued that the Police Department will also be seeking: two communications operators costing $130,600.00 due to calls for service growing by 14% between 2016 and 2018 with total calls reaching 54,425; one Community Engagement Officer costing $107,800.00 to address community engagement activities, which are a critical function of the department creating and maintaining strong relationships with segments of the entire Georgetown community; one cybercrimes Detective costing $107,800.00 which would greatly enhance the department’s ability to address these growing crimes; and one Code Enforcement costing $91,400.00 noting that the last Code Enforcement Officer was added in 2015 and since then the City has grown by 10,000 residents. She added that the Fire Department will be seeking: a fire protection engineer and equipment costing $101,316.00 which is needed for plan review of fire alarm systems and other operational permits, as well as sprinkler systems and site/building plans; emergency management equipment costing $37,705.00 for additional funds needed for the software license for Williamson County’s Emergency Management software and mobile disaster tracking; Station #2 filtration system costing $65,000.00 because Station #2 needs an extraction and filtration system for polluted indoor air related to contaminated gear to ensure the health and safety of the firefighters. Brewer noted that Inspections will be seeking a salary progression program to retain employees costing $28,000.00. She said that Communications and Engagement will be seeing: a director position for strategic planning costing $115,300.00 which will provide strategic guidance and serve as a listener and bridge-builder to community stakeholders; public information
contracted services costing $84,000.00 including a monthly retainer with a full-service agency; advertising costing $25,500.00 including a monthly ad highlighting news and updates for residents in the free monthly periodical; and direct mail costing $27,900.00 which includes an increased stream of communication will reinforce the City’s efforts to be more transparent with resident issues.

Pitts noted a graphic design specialist that was not proposed and asked what that position was intended for. Brewer responded that the City is currently contracting for those services, and those services are needed, but will be added in future years for allow for the hiring of a director this year. Pitts asked if the plan was for the director to get settled in and then look at adding a graphic design specialist. Morgan responded that the position will be proposed for FY2021 and was a support suggestion from Cooksey.

Fought asked if the $50,000.00 for GoGeo from the health foundation is in addition to the $200,000.00 and if this was the last year for the $200,000.00. Morgan responded that yes, that is correct in accordance with the agreement between the City and the health foundation.

Nicholson asked for clarification on the public information contracting services. Brewer responded that the City has not yet contracted but will work on a plan and ask for Request for Proposals (RFPs).

Gonzalez asked if the revenue from GoGeo advertising was included in the budget. Brewer responded that yes, it is included in budget. Gonzalez suggested not including the profits in budget, as it may not be a continued resource. Mayor Ross asked how much the revenue from the advertising was. Brewer responded $10-12,000.00, but possible less.

Brewer continued the presentation noting that Public Works will receive one Admin Assistant from GUS as part of the reorganization and that they will be asking for: ride share pilot phase II costing $50,000.00 which is a continuation of the pilot rideshare program that was tested in FY2019 and the second phase would extend the pilot and provide changes through lessons learned in the first phase; and GoGeo paratransit costing $52,000.00 noting for the FY2020 Budget, the Health Foundation pledged an additional $50,000 in grant revenue to the City to ensure more paratransit service as part of the GoGeo service schedule.

Pitts asked how much was spent on pilot program last year. Morgan responded $25,000.00 and this year the City will expand the pilot program. He added that staff will be bringing specifics of the program to a future agenda for Council consideration.

Brewer continued to the presentation by explaining the need to add a Community Services Director for a new division that will include the areas of code enforcement, animal services, and emergency management. She reviewed the needs of the Library including increased funding for temp salaries to cover shifts for regular staff $26,913.00 and an outreach van purchased in partnership with The Friends of the Georgetown Public Library are providing a grant to purchase a new van.

Pitts asked about the two line items for library that show part time and part time temp as two separate groups. Brewer responded yes, the part time temporaries are on call, in addition to part time library staff. Pitts asked about the setup of the funds for part time help. Brewer responded that staff will review.

Brewer then reviewed the needs of the Parks and Recreation department including increases for revenue based programs and additional funding for maintenance/equipment replacement plan at $97,000.00 which will be a transfer to special revenue fund. She then reviewed the Planning department needs including variances due to staffing turnover, comp plan project costs, and a request of $25,000.00 to complete Comp Plan Update.

Gonzalez asked about the Parks Department’s workman’s comp increase in costs. Brewer responded that part of the change is due to the time required to process all of the costs associated with workman’s comp. Gonzalez said that it is small amount, but would like staff to review it.

Brewer continued by reviewing the needs of the City Secretary department including records retention software licenses costing $10,000.00. She then reviewed the needs of Administrative Services including: MUD and PID contract management coordinator costing $70,000.00 which is due to a risk assessment that was completed by the City two years ago and identified management for compliance of existing development.
agreements and other contracts as a significant risk to be mitigated; and absorbing an administrative assistant from GUS as part of the reorganization.

Jonrowe asked about the request for a census outreach program. She said that she would like more info and noted that she had heard the State was not funding this. Morgan responded that a request was made as a supplemental effort for outreach related to the census. Jonrowe said she would like to see the scope of that proposal since the census is only conducted every ten years.

Paul Diaz, Budget Manager then presented the Electric and Water Funds. He reviewed the Electric Fund and the total operating revenues that are projected to end at $86.7 million, or $1.6 million higher than budget, while the total operating expenses are projected to end at $74.68 million, which is 1% higher than budget. Diaz noted that for FY2019 non-operating revenues are projected to end at $0 and non-operating expenses are projected to end at $8.28 million. He said that the fund balance is projected to be $5.89 million by Sept. 30, 2019 which will cover the operations contingency. Diaz explained that for FY2020 operating revenues will total $91.3 million which includes full year impact of the PCA made in June of 2019. He continued that operating expenses will total $84.3 million and Net Purchased Power will be at $59.5 million with non-operating revenues totaling $4.01 million of bond proceeds for capital improvements and non-operating expenses totaling $8.1 million for capital improvements and debt service with no proposed enhancements.

Gonzalez asked if, while considering the reorganization, staff has already budgeted for return on investments and royalty fees. Morgan responded that return on investment is factored separately and followed the fiscal and budgetary policy. Gonzalez asked how that effecting the water side. Morgan responded that it did not have an effect. Gonzalez asked if those numbers can be separated going forward. Morgan responded that the fund schedule did show those numbers. Gonzalez stated that he wanted Council and staff to start talking about the funds as two separate items. Diaz noted that there are also return on investments in stormwater as well. Leigh Wallace, Finance Director noted the details on page 12 of workbook. Gonzalez asked that staff consider changing the verbiage. Morgan responded that there is a standard for how those are handled. Pitts said that he feels these areas should be run like a business and in the future the equation should be changed to address the current situation of the fund. He added that he doesn’t feel like how it’s handled now is the best way for the current scenario.

Diaz resumed stated that the projected ending fund balance for FY2020 is $8.9 million. He then explained the Water Fund noting that for FY2019 the total operating revenues are projected to end at $63.08 million, or 5.6% higher than budget; total operating expenses are projected to end at $38.2 million, which is 2% higher than budget; and non-operating revenues are projected to end at $0; non-operating expenses are projected to end at $46.5 million, which is 50% lower than budget; projects not started in FY2019 will be re-appropriated in FY2020; and the Fund Balance is projected to be $67.5 million by Sept. 30, 2019. Diaz explained that for FY2020 operating revenue will total $63.2 million; operating expenses total $40.4 million; non-operating revenues total $18.6 million of bond proceeds for capital improvements; non-operating expenses total $87.1 million for capital improvements and debt service; several large FY2019 CIP projects are re-appropriated in FY2020 include Berry Creek interceptor and the Lakeway Treatment Plant; proposed enhancements total $141,850 for utility truck and skid steer with trailer; and the projected ending fund balance will be $21.8 million by end of FY2020.

Triggs stated that he wants to discuss the Electric Fund and that he agrees with comments made by Pitts. Morgan responded that he understands the comments from Council Members and added that if Council is directing staff to not have a return on investments from the Electric Fund to the General Fund, then the budget would need to be re-evaluated to show $4.5 million reduction in the General Fund. Mayor Ross stated that would be a very detailed discussion with the Council. Triggs said he understood that. Fought stated that raising the tax rate to lessen the contribution of the return on investment. He added that the people who purchase utilities are different than those who may benefit. Fought noted the possible options with raising the tax rate and that staff and Council should be careful when considering all options. Gonzalez stated that agrees with Pitts and Triggs and suggested changing the formula on how the fear is generated and phase that new formula in over time. He added that the formula could be a profit formula versus a revenue formula, it could be better in the long term. Gonzalez stated that the current utilities issue is short term issue and he doesn’t want to be a crisis mode situation. Pitts clarified that he didn’t thing the transfer should be cancelled, but instead staff and Council should look at the current budget setup and changing it from a royalty to a
Nathan Parras, Budget Analyst, then presented the Airport and Stormwater Funds. He stated that for FY2019 the Airport had: total operating revenues are projected to end at $3.7 million, or 4% less than budget; total operating expenses are projected to end at $3.3 million, or less than 7.1% under budget; revenues from bond proceeds for capital projects are projected to come in at budget in FY2019; total non-operating expenses are projected to be at budget, or $939,475; non-operating expenses include funds for debt service and capital improvement projects; FY2019 will have an ending fund balance for the Airport is projected to be $1.3 million. Parras explained that for FY2020 the Airport will have: operating revenues totals $3.8 million; operating expenses total $3.6 million; non-operating revenues total $750,000 of bond proceeds for an airport storage facility; non-operating expenses total $1.06 million for capital improvements and debt service; one time funds allocated for consulting to transition the new airport management staff; and a projected ending fund balance of $1.2 million by end of FY2020. He then reviewed the Stormwater Fund and noted that for FY2019: total operating revenues are projected to end at $3.7 million, or 1% higher than budget; total operating expenses are projected to end at $2.94 million, or $51,980 lower than the FY2019 budget; revenues related to Bond proceeds for capital projects are projected to be $780,000; total non-operating expenses are projected to be at budget, or $1.95 million; and FY2019 will have an ending fund balance for the Stormwater Fund is projected to be $1.48 million. Parras then reviewed the FY2020 projections for the Stormwater Fund: operating revenues totals $3.7 million; operating expenses total $2.8 million; non-operating revenues total $650,000 of bond proceeds for curb and gutter improvements; non-operating expenses total $1.69 million for capital improvements and debt service; proposed enhancements include $144,800 for mini excavator and trailer; and there will be a projected ending fund balance of $1.3 million by end of FY2020.

Mayor Ross called for recess at 3:52 p.m. for short break. The meeting resumed at 4:09 p.m.

Parras resumed the presentation by presenting the Capital Improvement Plan and noted that this is a 5-year plan and before the spring debt sale staff will reevaluate to verify that all projects are on track. He explained the Facilities needs including a GMC Remodel costing $250,000.00. Parras then explained the Equipment needs including: Public Safety vehicle replacement for Fire costing $2.2 Million; Public Safety vehicle replacement for Police costing $740,200.00; new Public Safety vehicles for Police costing $246,000.00; radio replacement costing $129,000.00; Police Department body cameras costing $800,000.00; Fire Department cardiac monitors costing $225,000.00; and Fire Department SCBA replacement costing $290,000.00. He then reviewed the Parks needs including: ADA Transition Plan costing $150,000.00; neighborhood park development costing $250,000.00; Parks Master Plan costing $200,000.00; regional trail development costing $1,275,000.00; San Gabriel Park improvement costing $600,000.00; and the Tennis Center Pool demolition costing $70,000.00. Parras reviewed the Transportation needs including: sidewalks costing $1 million; Austin Avenue Bridges costing $1 million; intersection improvements costing $1.4 million; Leander Road from Norwood to SW Bypass improvements costing $3.2 million; Northwest Blvd. Bridge from Austin Avenue to Rivery costing $750,000.00; Southwestern Blvd. from Raintree to SE Inner Loop costing $2.65 million; and Westinghouse & Scenic Lake Traffic Signal costing $600,000.00.

Gonzalez asked what percentage of vehicles is debt funded. Parras responded for Public Safety all vehicles are debt funded, but in Facilities the City is building a reserve in that fund. Mayor Ross asked what is being cash funded. Morgan responded that Public Safety vehicles will be debt financed as done in previous years, not able to cash fund yet because reserve is not yet to a point of being able to cash fund the Public Safety Vehicles. Gonzalez if debt funding covers the life of the vehicle. Morgan responded that yes, it does. Fought noted that under the new rules there is an incentive to debt fund everything, and under normal circumstances it would be promoted to cash funding everything.

Parras continued the presentation by reviewing the Airport CIP which includes: Airport maintenance/equipment storage facility costing $750,000.00; hangar maintenance costing $40,000.00; pavement maintenance costing $10,000.00; street maintenance costing $35,000.00; and wildlife management costing $45,000.00. He then reviewed the Stormwater CIP which includes: curb and gutter costing $650,000.00; drainage improvements/flood mitigation projects costing $300,000.00; and stormwater infrastructure costing $200,000.00. Parras reviewed the Electric CIP which includes: $3.5 million related to new development;
various feeder and transformer improvements; and continued system upgrades. He reviewed the Water CIP which includes: Carriage Oaks Transmission costing $500,000.00; CR262 waterline costing $500,000.00; Hoover Pump Station costing $750,000.00; Lake Water Treatment Plant Raw Water Intake Rehabilitation costing $8 million; line upgrades costing $250,000.00; Round Rock Water Supply costing $300,000.00; Round Rock Supply Pump Station and ground storage tank costing $1,000,000.00; Southwest Bypass water costing $1.8 million; Southside Water Treatment Plant rehabilitation costing $2.25 million; Stonewall Ranch PS costing $2.5 million; and tank rehabilitation costing $750,000.00.

Ross asked for clarification on the Round Rock Supply Pump Station. Morgan responded that Round Rock has excess treated water and the City has a contract to get some of the treated water instead of building a new plant. He added that with a water agreement, this CIP project will allow the City to access that water.

Parras reviewed the Wastewater CIP which includes: Berry Creek Interceptor costing $10 million; Edwards Aquifer Recharge Zone (EARZ) costing $1.5 million; Gatlin Creek/Teravista improvements costing $450,000.00; lift station upgrades costing $500,000.00; San Gabriel Interceptor costing $2 million; and the San Gabriel Wastewater Treatment Plant rehab costing $2.5 million.

Gonzalez asked about the relocation of fire station 4 and wanted clarification on if the City is relocating the station or building a new station. Morgan responded that it is relocating station and is listed beyond five years as a future need. He continued that the current location is not ideal and it would be better to have the station situated on Hwy 195 for better access.

Wallace asked to address the workers compensation variance to answer Gonzalez’s earlier question. She referenced a sheet from last year and noted that budget is always higher and actuals are always lower due to timing. Gonzalez noted that there have been changes over the years. Wallace said that staff can add another year and see the trend.

Wallace then presented the Special Revenue Funds beginning with Tourism/CVB noting that: revenues total $1.5 million, which is the same as 2019; expenses total $1.4 million, which is a 7% increase; proposed enhancements total $106,786 which include part time staff for the Visitors Center, additional funding for Red Poppy for security, shuttle service, and traffic control, increase in funding for the Christmas Stroll, funding for a community mural behind the Shotgun House and continuation of the holiday lights costing $60,000.00; and a projected ending fund balance of $1.5 million by end of FY2020.

Morgan stated that staff didn’t detail out CVB in reorganization, but there will be a move that will have CVB reporting to Eric Lashley in the Library due to his ties with Arts and Culture. Nicholson stated that the organizational chart would be very helpful when ready. She then asked why staff thought the revenue would be flat for CVB. Wallace responded that staff has seen a good picture of what the Sheraton can do there and there are additional hotels coming on. Morgan said that staff being conservative and noting that the City might be reaching saturation for hotels. Pitts asked if the Lighting of the Square was now in this fund. Wallace responded yes, those funds were previously held in Electric, but moved due to Electric constraints. Pitts the asked about the City’s support of the fireworks for July 4th. Morgan responded that those funds are in the General Fund because it can’t be paid from CVB.

Wallace reviewed the Council Discretionary Fund and noted that revenues total $2,500.00 and there are no budgeted expenses in FY2020 with $109,000.00 available for one-time projects, equipment, or reserves. She reviewed the Street Maintenance Fund with revenues totaling $4 million; expenses totaling $4.3 million; and a projected ending fund balance of $750,000.00 by end of FY2020. Wallace reviewed the Georgetown Transportation Enhancement Corporation (GTEC) fund with: revenues totaling $12.9 million; expenses totaling $16.9 million which include $7.2 million for Southeast Inner Loop, $1.15 million for SH29 roadway improvements, and $1.98 million for potential economic development projects; and a projected ending fund balance of $13 million by end of FY2020. She reviewed the Georgetown Economic Development Corporation (GEDCO) which includes: revenues total $2.06 million; expenses total $9.3 million which include $8.7 million available for economic development projects; and a projected ending fund balance of $699,616 by end of FY2020. Wallace reviewed the pending Special Revenue Funds and that the following boards will recommend budgets by August 6-2019: Village PID; Downtown TIRZ; Gateway TIRZ, South TIRZ, and Rivery TIRZ.
Nicholson asked where the strategic partnership funds sit. Wallace responded the General Fund. Jonrowe asked about the funds acquire through police seizures and abandon vehicles. Wallace responded that it is common to not budget those because they can’t be predicted.

Wallace reviewed Internal Service Funds which include revenue using department pay for services through an allocation and the allocation models based on the attributes of: square feet; number of employees; number of licenses; and cost to maintain and repair. She then reviewed the Joint Services Fund which includes: revenues totaling $17.8 million; expenses totaling $18 million; and proposed enhancements that total $493,091.00 and include a Senio Buyer for the Purchasing Department., a PMP Manager and training for city-wide project managers, water conservation software, home repair program, a Conservation Internship program, software and network improvements for Infor EAM and ArcGIS Utility, a Training and Development position for Human Resources, and contingency funding for an executive search; and a projected ending fund balance of $1.3 million by end of FY2020.

Tadd Phillips, Human Resources Director, presented statistics on tuition reimbursements to address Jonrowe’s earlier questions. He said that: the current year has 18 participants; maximizing this year’s budget of $50,000.00 and increasing to $60,000.00 for next year; the program will pay up to a $5,000.00 max per person; average age of the participant is 40; this program is part of how employees view benefits. Jonrowe asked that staff ask employees how they feel about that program and if there are other programs they would like to be considered. Phillips responded that staff will do that work with the Benefits Committee to address as well.

Wallace reviewed the Fleet fund which consist of: revenues totaling $7 million that are based on replacement schedules for City vehicles; expenses totaling $6.7 million; no proposed enhancements; and a projected ending fund balance of $1.69 million by end of FY2020. She then reviewed the Facilities fund which consist of: revenues totaling $8.47 million which is an increase of $4.9 million and mostly due to an accounting change; all utility costs will be consolidated into a single account in Facilities which will helps consolidate the chart of accounts as the City moves into Workday; expenses totaling $8.54 million which is mostly due to an accounting change; no proposed enhancements; and a projected ending fund balance of $1.69 million by end of FY2020. Wallace then reviewed the IT Fund which consist of: revenues totaling $7.7 million which is a 10% increase from FY2019 projections; expenses totaling $7.8 million; proposed enhancements totaling $69,200.00 and include Cisco Phone System Licenses, Telogis AVL Switch, and Credit Card Scanners; and a projected ending fund balance of $2 million by end of FY2020. She then reviewed the Self Insurance fund which consist of: revenues totaling $9 million which is a 5% increase from FY2019 projections; expenses totaling $9.5 million; medical claims are budgeted to be 9% higher that FY2019 projections; stop loss insurance is budgeted to be 15% higher than FY2019 projections; and a projected ending fund balance of $2.7 million by end of FY2020. Wallace reviewed the next steps including the following meetings: August 6, 2019 Special Meeting to review the City Manager’s proposed budget; September 3, 2019 Special Meeting for the First Public Hearing on tax rate and a budget public hearing; September 10, 2019 regularly scheduled Council meeting that will include the Second Public Hearing on the tax rate, First Reading of the Budget, and First Reading of the tax rate; and September 24, 2019 regularly scheduled Council meeting that will include the Second Reading of the budget and Second Reading of the tax rate. She then reviewed the public outreach that has occurred which includes: budget town hall July 8, 2019; draft workbook and presentation posted at finance.georgetown.org; Proposed Budget posted on the City website and eBook at Library; Facebook; Budget Video that is a summary of the proposed budget; press release on proposed budget; Public Hearings on Budget and Tax Rate on September 3, 2019 and September 10, 2019; adopted Budget in Brief published on website; adopted Budget published on website and in the library; and a budget video on the Adopted Budget on the website and social media.

Ross proposed that Council digest the information received and send questions to the City Manager. Morgan proposed not having meeting tomorrow (July 18, 2019) to allow staff to do homework. He added that staff will present Council a new budget book. Mayor Ross said that if Council had any questions to send them to the City Manager if they come up after the meeting. Morgan stated that Council will receive a similar presentation on August 6, 2019. Nicholson asked if the Council will have the tax rolls on July 25, 2019. Morgan responded yes and that Council will set the tax rate in the proposed budget. Ross stated that there will be no meeting tomorrow.
Adjournment

Motion by Fought to adjourn, second by Pitts.

Approved 7-0.

Meeting adjourned at 4:51 p.m.

Approved by the Georgetown City Council on

Dale Ross, Mayor

Attest: City Secretary
The Georgetown City Council will meet on Tuesday, July 18, 2019 at 2:00 PM at the Council Chambers, 510 W 9th Street, Georgetown, Texas.

The city of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary’s Office, at least four (4) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr Street for additional information; TTY users route through Relay Texas at 711.

A. Call to Order – A Special Meeting of the City Council

Legislative Regular Session

B. Workshop overview, discussion and feedback regarding the FY2020 City of Georgetown Budget and Tax Rate, continued July 17, 2019 -- David Morgan, City Manager

This meeting was cancelled. All needed budget discussion as complete on July 17, 2019.

Approved by the Georgetown City Council on ________________________________

Date

_________________________________  _____________________________
Dale Ross, Mayor                      Attest: City Secretary
City of Georgetown, Texas
City Council Regular Meeting
August 13, 2019

SUBJECT:
Consideration and possible action to approve a Resolution ordering a Special Election to Fill a Vacancy to be held on November 5, 2019 for City Council Member for District 1 -- Robyn Densmore, City Secretary

ITEM SUMMARY:
This election is required to fill the vacancy that currently exist in the Council Member District 1 seat.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
Resolution Ordering Election - Dist 1 Vacancy
Exh A - Dist 1 Map
Exh B - All Dist Map
RESOLUTION NO. ______________

A RESOLUTION OF THE CITY COUNCIL OF GEORGETOWN, TEXAS, ORDERING A SPECIAL ELECTION TO FILL A VACANCY FOR THE ELECTION OF DISTRICT 1 TO BE HELD ON NOVEMBER 5, 2019, ORDERING A RUN-OFF ELECTION, IF NECESSARY, AND ESTABLISHING PROCEDURES FOR SAID ELECTIONS.

WHEREAS, the City Council is composed of a Mayor and seven Council Members per Article II of the City Charter; and

WHEREAS, the Mayor is elected at large and the Council members are elected from single-member districts; and

WHEREAS, the Mayor and Council members serve three year terms; and

WHEREAS, the Mayor and Council members are composed of the following individuals with terms as delineated as follows:

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>DATE THAT TERM EXPIRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAYOR DALE ROSS</td>
<td>MAY 2020</td>
</tr>
<tr>
<td>DISTRICT 1 COUNCIL MEMBER - VACANT</td>
<td>MAY 2021</td>
</tr>
<tr>
<td>DISTRICT 2 COUNCIL MEMBER NICHOLSON</td>
<td>MAY 2020</td>
</tr>
<tr>
<td>DISTRICT 3 COUNCIL MEMBER TRIGGS</td>
<td>MAY 2022</td>
</tr>
<tr>
<td>DISTRICT 4 COUNCIL MEMBER FOUGHT</td>
<td>MAY 2022</td>
</tr>
<tr>
<td>DISTRICT 5 COUNCIL MEMBER PITTS</td>
<td>MAY 2021</td>
</tr>
<tr>
<td>DISTRICT 6 COUNCIL MEMBER JONROWE</td>
<td>MAY 2020</td>
</tr>
<tr>
<td>DISTRICT 7 COUNCIL MEMBER GONZALEZ</td>
<td>MAY 2022</td>
</tr>
</tbody>
</table>
WHEREAS, the laws of the State of Texas and the Charter of the City of Georgetown, Texas provide that on Tuesday, November 5, 2019, there shall be a Special Election to fill a Vacancy at which shall be elected the following officials for this City:

One (1) Member of the Georgetown City Council: Councilmember from District 1

WHEREAS, the laws of the State of Texas and the Charter of the City of Georgetown, Texas further provide that the Election Code of the State of Texas is applicable to said election, and in order to comply with said Code, a Resolution should be passed establishing the procedure to be followed in said election and designating the voting places for said election.

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

SECTION 1. VERIFICATION OF FACTS

The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. CANDIDATES

This special election shall be held to elect the Council Member for City of Georgetown Single-Member District 1. The boundaries for Single-Member District 1 have been updated to include newly annexed lands. Maps showing the updated boundaries are attached hereto as Exhibit “A”. An updated map of the entire area within the city limits (showing the boundaries of all of the council districts) is attached hereto as Exhibit “B”. These maps are hereby adopted as the Official Council District Maps and shall determine the qualification of the candidates to serve and shall govern the qualification of the voters to vote in said election.

SECTION 3. CANDIDATE APPLICATION DEADLINE
AND ORDER OF NAMES ON BALLOT

All candidates for the election to be held on the first Tuesday in November, 2019, for the Council Members for District 1 shall file their applications with the City Secretary at the City Hall on or before 5:00 p.m. on Wednesday, September 4, 2019.
The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing held by the City Secretary on Friday, September 6, 2019, at 4:00 p.m. in the Main Floor Foyer at City Hall, 808 Martin Luther King Jr. Street, Georgetown, Texas.

SECTION 4. POSSIBLE RUN-OFF ELECTION

As provided in the City Charter, in the event that no candidate can be declared the winner in any or all of the individual races to be conducted in the Special Election to Fill a Vacancy, a runoff election shall be held not earlier than 20 days nor later than 45 days after the date of the Final Canvass of the November 5, 2019 Election. If necessary, the period for the Run-Off Election would be scheduled between November 8, 2019 and November 25, 2019.

In such a Runoff Election, the candidates who received, in the preceding election, the highest number of votes for each office to which no one was elected, shall be voted on again, and the candidate who receives the majority of the votes cast for each such office in the Runoff Election shall be elected to such office.

SECTION 5. OPTICAL SCAN BALLOTS

Voting shall be conducted with optical scan ballots prepared in conformity with the Texas Election Code, and there shall be at least one disabled-access voting device, such as a Direct Recording Electronic (DRE) machine at each polling place.

SECTION 6. CONDUCT OF ELECTION

Pursuant to Subchapter D of Chapter 31 of the Texas Election Code, the City Council is further ordering that this Special Election to Fill a Vacancy and possible Runoff Election be conducted under the terms and conditions of a Joint Election Agreement and Contract for Election Services (“Joint Election Agreement”) between the City of Georgetown and Williamson County. Chapter 31, Subchapter D of the Texas Election Code provides that a city may contract with the County Elections Officer for election services if the city is located in whole or in part in the county. In addition, this will be a joint election conducted with other entities that will also hold an election on November 5, 2019 pursuant to the Joint Election Agreement.
As authorized by Chapter 31, Subchapter D of the Texas Election Code, the Georgetown City Council hereby appoints the Williamson County Elections Administrator, Christopher J. Davis, 301 Inner Loop, Suite 104, Georgetown, Texas 78626, as the election officer for the purpose of conducting the November 5, 2019 Special Election to Fill a Vacancy. This appointment includes services as Early Voting Clerk for the Election, Counting Station Manager, Presiding Judge of the Central Counting Station, Alternate Judge and Tabulation Supervisor.

In addition and in accordance with Chapter 66 and Chapter 31 of the Texas Election Code, the City Council hereby appoints Williamson County Elections Administrator, Christopher J. Davis, as agent for the Custodian of Records ("Agent") for the November 5, 2019 General Election for the purpose of preserving voted ballots and other election records as required by the Texas Election Code.

**SECTION 7. EARLY VOTING**

Early Voting by Personal Appearance shall take place at the locations and times delineated by the Williamson County Election Administrator per the Joint Election Agreement beginning on the 12th day preceding the date of the election, which is Monday, October 21, 2019, and ending on the fourth day before Election Day, which is Friday, November 1, 2019.

In the event of a Runoff Election, Early Voting by Personal Appearance shall take place at the locations and times delineated by the Williamson County Elections Administrator per the Joint Election Agreement.

If the Elections Administrator plans to change any of the polling locations or the dates and times, he/she shall timely notify the City of Georgetown so that the appropriate Justice Department Submission can be made by the City Attorney and the City Council can be made aware thereof and be given the opportunity to comment thereon.

**SECTION 8. ELECTION DAY VOTING**

Election Day Voting shall take place from 7:00 a.m. to 7:00 p.m. at the locations delineated by the Williamson County Election Administrator per the Joint Election Agreement. If the Elections Administrator plans to change any of the polling locations or the times, he/she shall timely notify the City of Georgetown so that the appropriate Justice Department Submission can be made by the City Attorney and the City Council can be made aware thereof and be given the opportunity to comment thereon.
In the event of a Runoff Election, the Georgetown Election Day voting locations will be as delineated by the Williamson County Elections Administrator per the Joint Election Agreement. If the Elections Administrator plans to change any of the polling locations or times, he/she shall timely notify the City of Georgetown so that the appropriate Justice Department Submission can be made by the City Attorney and the City Council can be made aware thereof and be given the opportunity to comment thereon.

SECTION 9. ELECTION INFORMATION
TO BE PROVIDED IN SPANISH

The Mayor and all other election officers appointed by the City Council as being responsible for the preparation of notices, instructions, orders, ballots, and other written material pertaining to the Special Election to Fill a Vacancy shall cause each such document to be translated into and furnished to voters in both the English language and the Spanish language in order to aid and assist voters speaking Spanish as a primary or an alternative language to properly participate in the election process. In addition, the Mayor and other responsible election officers are hereby authorized and directed to make available to the voters having the need of an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process.

SECTION 10. CANVASSING OF RETURNS; DECLARING RESULTS

The Williamson County Elections Administrator, as Georgetown’s designated election officer, shall provide the written return of the Election results to the City of Georgetown in accordance with the Texas Election Code. The City Council shall canvass the returns on a date and time set by the Mayor between the dates of November 8, 2019 and November 18, 2019 and declare the results of the Special Election to Fill a Vacancy in accordance with the Texas Election Code Section 67.003(b), which provides that for elections held on the uniform election date in May, the following provisions apply:

For an election held on the uniform election date in November, the local canvass must occur not later than the 11th day after Election Day and not earlier than:
(1) the third day after election day;
(2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or
the date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States.

SECTION 11. NOTICE OF ELECTION

Notice of the Special Election to Fill a Vacancy shall be published at least one time in the English and Spanish languages, in a newspaper published within Georgetown’s territory at least 10 days and no more than 30 days before the Special Election to Fill a Vacancy and as otherwise may be required by the Texas Election Code. Notice of the Special Election to Fill a Vacancy shall also be posted on the bulletin board used by the City Council to post notices of its City Council meetings no later than the 21st day before the Special Election to Fill a Vacancy.

SECTION 12. AUTHORIZATION TO EXECUTE

The Mayor of the City of Georgetown is authorized to execute and the City Secretary is authorized to attest to the Order on behalf of the City Council; and the Mayor is further authorized to do all other things legal and necessary in connection with the holding and consummation of the General Election which includes the giving of and the publication of the Notice of Election to be in a form as to be approved by the City Attorney.

SECTION 13. PREAMBLE TRUE AND CORRECT

The facts and recitations contained in the preamble of this resolution are hereby found to be true and correct, and are incorporated by reference herein and made a part hereof, as if copied verbatim.

SECTION 14. EFFECTIVE DATE

This Resolution shall be effective immediately upon its approval.

PASSED AND APPROVED this 13 day of August, 2019 by the City Council of the City of Georgetown.

ATTEST:

THE CITY OF GEORGETOWN:

___________________________  _____________________________________
Ordering a Special Election on November 5, 2019 for Council Member Districts 1

Date Adopted: August 13, 2019

Robyn Densmore, City Secretary

By: Dale Ross, Mayor

APPROVED AS TO FORM:

________________________________________
Charlie McNabb, City Attorney
Exhibit List:

Exhibit A  Boundaries of Council District 1
Exhibit B  Boundaries of all Council Districts
SUBJECT:
Forward from the General Government and Finance Advisory Board:
Consideration and possible action to approve a purchase with Firetrol Protection Systems to provide fire sprinkler system repair services at the Georgetown Recreation Center through the TXMAS-17-03FAC04 contract in an amount not to exceed $32,704.80 -- Kimberly Garrett, Parks and Recreation Director

ITEM SUMMARY:
This purchase will be processed as a cooperative purchase through the TXMAS-17-03FAC04 contract. The approval of this purchase will allow the City of Georgetown, Facilities Department to proceed with fire sprinkler system repairs needed for the Recreation Center. Ninety sprinkler heads in the facility will be replaced with a stainless steel sprinkler head due to corrosion. Corrosion on sprinkler heads can lead to system failure. Firetrol Protection Systems (FPS) will perform the repairs in accordance with applicable codes and regulations. The TXMAS cooperative program competitively bid this contract providing favorable pricing for City and public government benefit.

In December 2018 the City awarded to FPS a contract for $24,490 to provide monitoring and annual life safety system inspections to test fire alarm systems in various City facilities in accordance with National and Local Fire Codes, standards and regulations. In addition, in March 2019 the City awarded to FPS a contract for $22,331.47, for several inspection repairs. These previous purchases were awarded under approved cooperative contracts, and the total revised not to exceed amount will be $ 79,526.27 for all services to FPS.

This item was unanimously approved by the General Government and Finance Advisory Board on July 24, 2019.

FINANCIAL IMPACT:
Funding is allocated in FY2018-19 in the Facilities Maintenance Internal Service Fund. According to Texas Local Government Code 271.102 (c), the City satisfies any state laws requiring the local government to seek competitive bids for the purchase of goods and services when purchasing under Subchapter F. Cooperative Purchasing Program.

SUBMITTED BY:
Kimberly Garrett, Parks and Recreation Director

ATTACHMENTS:

Rec Center Sprinkler Heads
July 8, 2019

BILL TO: CITY OF GEORGETOWN

JOB LOCATION: Rec Center
1003 N Austin Ave
Georgetown, TX 78626

Attention: Keith Peterson
Georgetown, TX

We are pleased to provide our proposal in the amount of $32,704.80 to replace 90 sprinkler heads with stainless steel sprinkler heads due to corrosion.

<table>
<thead>
<tr>
<th>Description</th>
<th>QTY</th>
<th>EACH</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stainless Steel Sprinkler heads</td>
<td>90</td>
<td>$124.35</td>
<td>$11,191.50</td>
</tr>
<tr>
<td>Expedite Fee</td>
<td>1</td>
<td>$2,238.30</td>
<td>$2,238.30</td>
</tr>
<tr>
<td>Misc materials</td>
<td>1</td>
<td>$250.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>Labor to replace heads</td>
<td>135</td>
<td>$85.00</td>
<td>$11,475.00</td>
</tr>
<tr>
<td>Scaffolding Subcontractor</td>
<td>1</td>
<td>$7,200.00</td>
<td>$7,200.00</td>
</tr>
<tr>
<td>Lift Rental</td>
<td>1</td>
<td>$350.00</td>
<td>$350.00</td>
</tr>
</tbody>
</table>

Total quotation: $32,704.80

GRAND TOTAL EXCLUDING TAX: $32,704.80

Exclusions:
- Integrity of the existing system
- PERMITTING AND DESIGN EXCLUDED
- Unforeseen conditions within walls/floors/ceilings
- Sheetrock, patchwork, painting
- Fire Watch on inoperable systems
- Shift work, work stoppages, overtime, or delays
- Any additions required by the AHJ

Thank you for allowing us the opportunity to provide you with our services. Pricing below shall be good for 30 (thirty) days. Please feel free to contact me on my cell if you have any questions (512) 815-8097.

Sincerely,

Jamie Comstock
jcomstock@firetrol.net
512-815-8097 Cell
512-687-0120 Fax

Accepted By:

__________________________
Signature/Printed Name:

Title:

Date: ___________________________ P.O. #: ___________________________
SUBJECT:
Forward from the General Government and Finance Advisory Board:
Consideration and possible action to approve the use of Vector Concepts of Irving, Texas for replacement of a gym floor at the Georgetown Recreation Center using Buyboard contract # 476-13 for the amount of $114,881.66 -- Kimberly Garrett, Parks and Recreation Director

ITEM SUMMARY:
This item is to replace the secondary gym floor at the Recreation Center. This floor was part of the original 1994 Recreation Center and was not replaced during the 2008 renovation and expansion. Vector Concepts provided the City a proposal based on a BuyBoard Competitive Purchasing Contract. This proposal includes demolition of the existing wood floor and installation of Teraflex sport flooring.

Terasflex is a pure vinyl, rolled, cushioned backed sports floor. The material has a permanent, factory applied, finish that never needs to be waxed or re-coated resulting in reduced maintenance cost and interruptions to operation. The useful life of this product is 20+ years. Vector Concepts has completed numerous local installations to include the gymnasium floor at the Pflugerville Recreation Center, the aerobics room floor at the Chasco YMCA, and the gymnasium floor at Sunfield Station in Buda. Vector Concepts is a full service commercial flooring provider that has been in business for 27 years.

Staff is recommending approval to use Vector Concepts for replacement of the secondary gymnasium floor in the amount of $114,881.66.

This item was unanimously approved by the General Government and Finance Advisory Board on July 24, 2019.

FINANCIAL IMPACT:
The total amount of gymnasium floor replacement is budgeted in the 2019 Facilities Internal Service Fund.

SUBMITTED BY:
Kimberly Garrett, Parks and Recreation Director

ATTACHMENTS:
Rec Center Gym Floor
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6782</td>
<td>SF</td>
<td>DEMO WOOD INCLUDING ADHESIVE DEMO EXISTING WOOD FLOOR TO INCLUDE ADHESIVE REMOVAL</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>DUMPSTER</td>
</tr>
<tr>
<td>7229.96</td>
<td>SF</td>
<td>GERFLOR TARAFLEX SPORT M+ W/DRY-TEX - MAPLE DESIGN 6381 GERFLOR TARAFLEX SPORT M + DTX</td>
</tr>
<tr>
<td>36</td>
<td>EA</td>
<td>GERFLOR GERPATCH - 10LB BAG FLOOR PREP - GYMNASIUM (200 SF PER BAG)</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>LABOR TO PAINT GAMELINE(S) - PER CUSTOMER LABOR TO PAINT GAMELINE(S) - PER CUSTOMER</td>
</tr>
<tr>
<td>360</td>
<td>LF</td>
<td>ARMSTRONG BASE - RUBBER - COVE - COIL - 4” X 1/8” X 120' - TBD STANDARD 4” RESILIENT WALL BASE</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>FREIGHT</td>
</tr>
</tbody>
</table>

OPP. #50801 - GEORGETOWN PARKS & REC - GYM RENOVATION

ADD **$1,385.00** TO RE-STRIPE ELEVATED TRACK

EXCLUDES:
- MAJOR FLOOR PREP
1926.1153 RESPIRABLE CRYSTALLINE SILICA
OSHA COMPLIANCE FOR TABLE 1 ONLY

"NOTE" PROPOSAL IS FOR ONE COLOR INSTALLATION UNLESS NOTED OTHERWISE

LEAD TIME:
*10-12 WEEKS FROM ORDER DATE UNLESS CURRENT STOCK IS AVAILABLE (MATERIALS ARE CURRENTLY IN STOCK WITH 7-10 DAY LEAD TIME)

INCLUDED:
*2 YEAR LABOR WARRANTY
*2 YEAR INSTALLATION WARRANTY
*15 YEAR GERFLOR MANUFACTURER WARRANTY
*INSTALLATION OF MOISTURE KITS AS REQUIRED
*ONE BAG FLOOR PREP PER 500 SF OF FLOORING FOR NORMAL FLOOR PREP (SAW CUTS, EXPANSION JOINTS, SMALL HOLES & CRACK NOT FLOOR LEVELING)

TERMS:
*50% DEPOSIT TO ACCOMPANY ORDER
*BALANCE DUE UPON COMPLETION OF THE INSTALLATION
*ALL ORDERS ARE FINAL & NON-CANCELABLE

EXCLUSIONS:
*3RD PARTY MOISTURE TESTING REQUIREMENT
ALLOWANCE ADD $2500.00
*$2.50 SQFT FOR ISOLSPORT TO ADDRESS MOISTURE EMISSIONS IF REQUIRED PER MOISTURE TEST RESULTS
*PROVIDE AND INSTALL OF VOLLEYBALL SLEEVES

JOBSITE CONDITION REQUIREMENTS:
*CONCRETE FIT FOR PURPOSE
*JOBSITE CONDITIONS REPORT (PROVIDED BY VECTOR CONCEPTS) MUST BE FILLED OUT AND RETURNED PRIOR TO INSTALLATION OF MOISTURE KITS.
*PERMANENT DOORS, WINDOWS, AND WALLS MUST BE COMPLETE
*75 DEGREES HVAC CLIMATE CONTROLLED CONDITIONS MUST BE MAINTAINED FOR ONE WEEK PRIOR TO MOISTURE KITS BEING INSTALLED, DURING INSTALLATION PROCESS, AND ONE WEEK AFTER INSTALLATION IS COMPLETE.
*ALL OTHER TRADES WORK MUST BE COMPLETE INCLUDING ALL OVERHEAD WORK (i.e. basketball goals, lighting, painting, etc....) PRIOR TO FLOOR INSTALLATION
*SLAB FLATNESS OF 1/8" IN 10' IS REQUIRED
*NO TRAFFIC (FOOT, ROLLING, ETC) FOR 72 HRS AFTER COMPLETION OF INSTALLATION

Buyer_______________________________________Date_____________Seller_______________________________________Date____________

Grand Total $114,881.66

Deposit Ck #

Total

Date  Ck #
SUBJECT:
Forwarded from the Parks and Recreation Advisory Board:
Consideration and possible action to approve replacement of indoor pool plaster and renovation of indoor pool deck at the Georgetown Recreation Center to Progressive Commercial Aquatics of Manor, TX using Buyboard contract #533-17 in the amount of $114,897.00 -- Kimberly Garrett, Parks and Recreation Director

ITEM SUMMARY:
The plaster at the Recreation Center Indoor Pool is over 11 years old and is the original plaster that was installed in 2008. It needs to be replaced to ensure no unscheduled pool closure occurs due to failure. The typical lifespan of plaster is 8-12 years. Additionally, the existing pool deck coating has begun to chip and flake and needs to be replaced. The deck coating has proven not to be a viable long term option due to the nature of the indoor pool environment. Progressive Commercial Aquatics has provided a proposal to remove the existing deck coating and stamp the concrete to provide a slip-resistant and aesthetically pleasing alternative to the existing coating. This process adds texture and slip resistance to the existing pool deck and does not rely on coatings or additives. As a result, there is no impact from the indoor environment.

Progressive Commercial Aquatics has successfully completed many pool projects for the City including the Williams Drive Pool renovations, River Ridge Pool renovations, San Jose Splash Pad and multiple pool plaster projects. Staff recommends the approval of this cooperative BuyBoard contract for the plaster replacement and deck renovation at the Recreation Center Indoor Pool in the amount of $114,897 to Progressive Commercial Aquatics.

Board Recommendation:
This item was reviewed and unanimously approved for recommendation to City Council by the Parks and Recreation Advisory Board on July 11, 2019.

FINANCIAL IMPACT:
Funds are budgeted in 228-5-0211-51-550 for parks equipment repair and replacement.

SUBMITTED BY:
Kimberly Garrett, Parks and Recreation Director

ATTACHMENTS:

Indoor Pool Plaster and Deck Quote
Project Name: Rec Indoor Replaster, deck grind, deck etch  
Attn: Robert Gaylor  
Date: 6/26/19  
Buyboard Contract: 533-17

**Quote for Pool Replaster:**

- Saw cut around all existing tile, returns, maindrains, lights, vacuum lines.
- Apply bond coat.
- Power wash entire pool before plaster is laid.
- Apply plaster. (color will be chosen by owner)
- Acid wash new plaster and scrub excess residue before the pool is filled.
- Remove all debris from the site.
- Replace inwall steps with new.
- Replace toe tile on all steps.
- Owner is responsible for refilling the pool and balancing.

Quartz Aggregate tier 1 replaster with all of the above total to city: $61,147

**BREAKDOWNS 7500sqft @$10.90/sqft prep and bond kote with quartz tier 1 plaster= $81,750**  
+$1,000 for racing lane cutting, +$1,000 slurry box +$1,500 travel, +$1,500 toe tile, +$800 remove and replace plastic steps  
Grand Total before Buyboard Discount: $87,550 – 5% discount= $83,362.50 is buyboard actual cost.

**Deck Grinding Portion:**

- Diamond grind the entire surface where current deck coating exists inside pool deck.
- Take down to the bare concrete to open the pours and create a texture on
the deck, smooth to the touch but when wet, it provides a grip type surface.

- With Replacement of expansion joint at 365 linear ft.
- Travel

**Total to city: $26,259**

**BREAKDOWNS**

- 4200 sqft @ $5.75/sqft Diamond grind surface = $24,150
- +$2,500 for travel, +$3,000 remove and replace expansion joint

**Grand Total before Buyboard Discount:** $29,650 – 6% discount = $27,871 is buyboard actual cost.

**Deck ETCHING/Coat Portion:**

- Etch/coat entire deck once ground down with Diamond Safety Designs and design of choosing the entire deck.
- Travel

**Total to city: $27,491**

**BREAKDOWNS**

- 4200 sqft @ $6.75/sqft etch/coat = $28,350
- +$3,000 for travel

**Grand Total before Buyboard Discount:** $31,350 – 6% discount = $29,469 is buyboard actual cost.

**GRAND TOTAL FOR PLASTER, DECK GRINDING AND COATING/ETCHING:** $114,897

Thank you,

Myles Phelps  
Progressive Commercial Aquatics, Inc.  
15616 Schmidt Loop  Manor, Texas 78653  (512) 278-0801  Fax (512) 350-2154  
Website [www.proaquatic.com](http://www.proaquatic.com)  
E-Mail: mylesproaquatic@gmail.com
SUBJECT:
Consideration and possible action to approve a Resolution regarding the refinancing of Williamson County Regional Raw Water Line Debt -- Glenn Dishong, Utility Director

ITEM SUMMARY:
Resolution allows BRA to proceed with refinancing of debt including issuance of bonds related to the Williamson County Regional Raw Water Line of which the City of Georgetown is a party to an agreement for repayment of such debt.

FINANCIAL IMPACT:
The refinancing of WCRRWL debt will reduce payments by the City of up to $2,283,962 over the next 13 years.

SUBMITTED BY:
Glenn W Dishong

ATTACHMENTS:

Disclosure Agreement
Closing Certificate
General Certificate
Resolution
BRA Letter
CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Agreement"), dated as of __________, 2019 is executed and delivered by the Brazos River Authority (the "Issuer") and the City of Georgetown, Texas (the "Disclosure Party") in connection with the issuance, from time to time, of the Issuer's "municipal securities," with respect to which the Disclosure Party is an "obligated person," as such terms are applied within the meaning of the Rule (the "Bonds"). For good and valuable consideration, the Issuer and the Disclosure Party covenant and agree as follows:

SECTION 1. Definitions.

As used in this Agreement, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

"Rule" means SEC Rule 15c2 12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

SECTION 2. Annual Reports; Obligations of Disclosure Party.

The Disclosure Party shall provide annually to the MSRB, within six months after the end of each fiscal year ending in or after 2019, financial information and operating data with respect to the Disclosure Party as specified and included in Appendix B of any final official statement relating to Bonds. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the notes to the financial statements included in the Official Statement, or such other accounting principles as the Disclosure Party may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Disclosure Party commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Disclosure Party shall provide unaudited financial information that is available to the Disclosure by the required time and will provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available. Such information shall be transmitted electronically to the MSRB, in such format and accompanied by such identifying information as prescribed by the MSRB.

If the Disclosure Party changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Disclosure Party otherwise would be required to provide financial information and operating data pursuant to this Section 2.
The financial information and operating data to be provided pursuant to this Section 2 may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

The Disclosure Party shall, within ten (10) business days of the filings of the annual reports, notify the Issuer in writing that the filings have been made.

Further, the Disclosure Party shall provide (1), in a timely manner, notice of any failure by the Disclosure Party to provide annual financial statements and operating data in accordance with Section 2 hereof to the MSRB and (2) within ten (10) business days of the Disclosure Party's obtaining actual knowledge of the occurrence of any of the events enumerated in Section 3(a) below, notice to the Issuer of such event.

SECTION 3. Notice of Certain Events.

(a) The following are the events with respect to Bonds that the Issuer agrees to disclose, in a timely manner and not more than 10 business days after occurrence of the event, if the Issuer determines, pursuant to subsection (b) below, that such filing is required under applicable federal securities laws and regulations promulgated thereunder:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of Bonds, or other material events affecting the tax status of Bonds;
7. Modifications to rights of holders of Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the Issuer or Disclosure Party;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or Disclosure Party or the sale of all or substantially all of the assets of the Issuer or Disclosure Party, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the Issuer or Disclosure Party, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Disclosure Party, any of which affect security holders, if material; and
(16) Default, event of acceleration, termination event, modification of terms, or other similar
events under the terms of a Financial Obligation of the Issuer or Disclosure Party, any of
which reflect financial difficulties.

For these purposes, (i) any event described in the immediately preceding paragraph (12) is
considered to occur when any of the following occur: the appointment of a receiver, fiscal agent,
or similar officer for the Issuer or Disclosure Party in a proceeding under the United States
Bankruptcy Code or in any other proceeding under state or federal law in which a court or
governmental authority has assumed jurisdiction over substantially all of the assets or business of
the Issuer or Disclosure Party, or if such jurisdiction has been assumed by leaving the existing
governing body and officials or officers of the Issuer or Disclosure Party in possession but subject
to the supervision and orders of a court or governmental authority, or the entry of an order
confirming a plan of reorganization, arrangement, or liquidation by a court or governmental
authority having supervision or jurisdiction over substantially all of the assets or business of the
Issuer or Disclosure Party, and (ii) the Issuer and Disclosure Party intend the words used in the
immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this
Section 3 to have the same meanings as when they are used in the Rule, as evidenced by SEC

(b) Whenever the Issuer obtains knowledge of the occurrence of one of the above events,
whether because of a notice from the Disclosure Party pursuant to Section 2 or otherwise, the
Issuer shall, in a timely manner, determine if such event would require the Issuer to make a filing
with the MSRB pursuant to the Rule.

(c) If the Issuer determines that the occurrence of one of the above events requires a filing
with the MSRB pursuant to the Rule, the Issuer shall promptly file a notice of such occurrence
with the MSRB.

SECTION 4. Limitations, Disclaimers, and Amendments.

The Issuer and the Disclosure Party shall be obligated to observe and perform the covenants
specified in this Agreement for so long as, but only for so long as, the Disclosure Party remains an
"obligated person" with respect to Bonds within the meaning of the Rule, except that the Disclosure
Party in any event will give notice of any deposit made that causes Bonds no longer to be
outstanding.

The provisions of this Agreement are for the sole benefit of (and may be enforced by) the
bondholders and beneficial owners of Bonds and the parties to this Agreement, and nothing in this
Agreement, express or implied, shall give any benefit or any legal or equitable right, remedy, or
claim hereunder to any other person. The Issuer and the Disclosure Party undertake to provide
only the financial information, operating data, financial statements, and notices which each has
expressly agreed to provide pursuant to this Agreement and do not hereby undertake to provide
any other information that may be relevant or material to a complete presentation of the Issuer's or
the Disclosure Party's financial results, condition, or prospects or hereby undertake to update any
information provided in accordance with this Agreement or otherwise, except as expressly
provided herein. Neither the Issuer nor the Disclosure Party make any representation or warranty
concerning such information or its usefulness to a decision to invest in or sell Bonds at any future
date.
UNDER NO CIRCUMSTANCES SHALL THE ISSUER OR THE DISCLOSURE PARTY BE LIABLE TO THE BONDHOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER OR THE DISCLOSURE PARTY, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Issuer or the Disclosure Party in observing or performing their respective obligations under this Agreement shall comprise a breach of or default under any resolution of the Issuer authorizing the issuance of Bonds, or any contract relating thereto, for purposes of any other provision of this Agreement.

Nothing in this Agreement is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer or the Disclosure Party under federal and state securities laws.

The provisions of this Agreement may be amended by the Issuer and the Disclosure Party from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer or the Disclosure Party, but only if (I) the provisions of this Agreement, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the bondholders or beneficial owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Agreement that authorizes such an amendment) of outstanding Bonds consent to such amendment or (b) an entity that is unaffiliated with the Issuer or the Disclosure Party (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the bondholders and beneficial owners of Bonds and is permitted by the terms of the Agreement. If the Issuer and the Disclosure Party so amend the provisions of this Agreement in connection with the financial or operating data which it is required to disclose under Section 2 hereof, the Disclosure Party shall provide a notice of such amendment to be filed in accordance with Section 3(b) hereof, together with an explanation, in narrative form, of the reason for the amendment and the impact of any change in the type of financial information or operating data to be so provided. The Issuer and the Disclosure Party may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of Bonds.

SECTION 5. Miscellaneous.

A. Representations.

Each of the parties hereto represents and warrants to each other party that it has (i) duly authorized the execution and delivery of this Agreement by the officers of such party whose
signatures appear on the execution pages hereto, (ii) that it has all requisite power and authority to execute, deliver and perform this Agreement under applicable law and any resolutions or other actions of such party now in effect, (iii) that the execution and delivery of this Agreement— and performance of the terms hereof, does not and will not violate any law, regulation, ruling, decision, order, indenture, decree, agreement or instrument by which such party is bound, and (iv) such party is not aware of any litigation or proceeding pending, or, to the best of such party's knowledge, threatened, contesting or questioning its existence, or its power and authority to enter into this Agreement, or its due authorization, execution and delivery of this Agreement, or otherwise contesting or questioning the issuance of Bonds.

B. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas and applicable federal law.

C. Severability.

If any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall survive and continue in full force and effect.

D. Counterparts.

This Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

[Execution Page Follows]
IN WITNESS WHEREOF, the Issuer and the Disclosure Party have each caused their duly authorized officers to execute this Agreement as of the day and year first above written.

BRAZOS RIVER AUTHORITY

___________________________________
General Manager

ATTEST

________________________
Secretary, Board of Directors

CITY OF GEORGETOWN

________________________
Mayor

ATTEST:

________________________
City Secretary
CLOSING CERTIFICATE

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
CITY OF GEORGETOWN §

We, the undersigned City Manager and City Secretary of the City of Georgetown, Texas (the "Participant") hereby certify as follows:

1. That this certificate is executed for the benefit of the Attorney General of the State of Texas and the prospective owners of the proposed Brazos River Authority Contract Revenue Refunding Bonds, Series 2019 (Williamson County Regional Raw Water Line Project), authorized by a resolution adopted by the Board of Directors of the Brazos River Authority on July 29, 2019, as amended (the "Bonds").

2. That capitalized terms used herein shall have the meanings set forth in the Bond Purchase Agreement, dated ____________, 2019, by and among the Brazos River Authority and _________________________, _________________________ and _________________________ (the "Agreement").

3. That (i) the Participant has not received notice of any litigation, nor to our knowledge, is any litigation pending or threatened, in any court to restrain or enjoin the issuance or delivery of the Bonds, the establishment of the rates, fees and other charges relating to the Project (including the Participant's monthly charges) or the other authorized purposes of the Participant, the lien on and pledge of the Net Revenues pledged to the payment of the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity of the Bonds, the Bond Resolution, the Project Agreements, the Participant's official approving and authorizing actions, or the Agreement, or contesting the authority of the Issuer to issue the Bonds, or contesting the authorization of the Bonds, the Bond Resolution, the Agreement, the Project Agreements, or the Participant's official approving and authorizing actions, or contesting in any way the accuracy, completeness, or fairness of the Preliminary Official Statement or the Official Statement, or that would otherwise adversely affect in a material manner the operations or the financial condition of the Participant; (ii) to the best of our knowledge, no event affecting the Participant has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (iii) the representations and warranties of the Participant contained in any certificate and document delivered by the Participant pursuant to the provisions of the Agreement, are true and correct on and as of the date of the Closing as though such representations and warranties were made on and as of the date of the Closing; (iv) the Project Agreements, together with all amendments thereto, have been duly approved, executed and delivered by the Participant and, with respect to the Participant, the Project Agreements and the obligations of the Participant thereunder (including the obligation to provide certain information in accordance with the Rule) remain in full force and effect and have not been rescinded; (v) during the last five years, the Participant has complied in all material respects with its continuing disclosure agreements, if any, pursuant to the Rule, except as otherwise described in the Official Statement; (vi) all agreements or conditions to be performed or complied with by the Participant under the Agreement to effect delivery of the Bonds on or prior to the date of Closing have been performed or complied with; and (vii) there has not been any materially adverse change in the operations or financial condition of the Participant since the date of the Official Statement.
Closing Certificate of City of Georgetown, Texas
relating to
Brazos River Authority Contract Revenue Refunding Bonds, Series 2019
(Williamson County Regional Raw Water Line Project)
GENERAL CERTIFICATE OF GEORGETOWN

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
CITY OF GEORGETOWN §

We, the undersigned City Manager and City Secretary of the City of Georgetown, Texas (the "Participant") hereby certify as follows:

1. That this certificate is executed for the benefit of the Attorney General of the State of Texas and the prospective owners of the proposed Brazos River Authority Contract Revenue Refunding Bonds, Series 2019 (Williamson County Regional Raw Water Line Project)(the "Bonds"), authorized by a resolution adopted by the Board of Directors of the Brazos River Authority (the "Authority") on July 29, 2019, as amended (the "Bond Resolution").

2. That said Participant is a duly incorporated Home Rule City, operating and existing under the Constitution and laws of the State of Texas and the duly adopted Home Rule Charter of said Participant, which Charter has not been changed or amended since the passage of the ordinance authorizing the most recently issued Series of outstanding obligations of the Participant which have been approved by the Attorney General of Texas.

3. That the statements and information set forth in the Official Statement pertaining to the Participant and the Bonds, and particularly the Participant's operating statements, debt service requirements, revenues, taxable values, rates for water and sewer services (which rates have been set by official action of the Participant and are now in effect), and other information set forth therein are true and correct in all material respects.

4. That the Project Agreements (as defined in the Bond Resolution), between the Authority and the Participant, have been duly authorized by the Participant and properly executed by duly authorized officials of the Participant.

5. That the Project Agreements, between the Authority and the Participant, are still in full force and effect, have not been amended or rescinded, there is no litigation pending relating to the Project Agreements or the authority of the Participant to enter into the Project Agreements and no default exists in connection therewith.

[The balance of this page is intentionally left blank.]
SIGNED _________________________________.

CITY OF GEORGETOWN

____________________________
City Manager

____________________________
City Secretary

General Certificate of City of Georgetown, Texas
relating to
Brazos River Authority Contract Revenue Refunding Bonds, Series 2019
(Williamson County Regional Raw Water Line Project)
CERTIFICATE FOR RESOLUTION NO. __________

We, the undersigned Mayor and City Secretary of the City of Georgetown, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on the _____ day of ______________, 2019, at the scheduled meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

   Dale Ross, Mayor  
   Anna Eby, Councilmember District 1  
   Valerie Nicholson, Mayor Pro-Tem, Councilmember District 2  
   Mike Triggs, Councilmember District 3  
   Stephen Fought, Councilmember District 4  
   Kevin Pitts, Councilmember District 5  
   Rachael Jonrowe, Councilmember District 6  
   Tommy Gonzalez, Councilmember District 7

   and all of said persons were present, except __________________________________________
   thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS REGARDING FINANCING OF WILLIAMSON COUNTY REGIONAL RAW WATER LINE; AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY SECRETARY TO TAKE APPROPRIATE ACTIONS; AND DECLARING AN EFFECTIVE DATE

   was duly introduced for consideration and passage. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

   AYES: __  
   NOES: __  
   ABSTENTIONS: __

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting members of said City Council as indicated therein; each of said officers and member was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Tex. Gov’t Code Ann. ch. 551.
3. That the Mayor (or Mayor Pro-Tem) of said City has approved and hereby approves the aforesaid Resolution; that the Mayor (or Mayor Pro-Tem) and the City Secretary of said City have duly signed said Resolution; and that the Mayor (or Mayor Pro-Tem) and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.


ATTEST:

________________________________________________________________________

Mayor

________________________________________________________________________

City Secretary

(SEAL)
RESOLUTION NO: __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS REGARDING FINANCING OF WILLIAMSON COUNTY REGIONAL RAW WATER LINE; AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY SECRETARY TO TAKE APPROPRIATE ACTIONS; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Brazos River Authority (the "Authority") is an agency and political subdivision of the State of Texas, duly created and lawfully operating under Chapter 8502, Texas Special District Local Laws Code, as amended (the "Authority Act"), all pursuant to and in furtherance of the purposes of Article XVI, Section 59 of the Constitution of Texas; and

WHEREAS, pursuant to the Authority Act, and other applicable laws, the Authority and other entities are authorized to enter into contractual agreements regarding the public purposes for which the Authority was created; and

WHEREAS, amongst its authorized purposes, the Authority is authorized to store water in and to divert water from Lake Georgetown and Lake Stillhouse Hollow; and

WHEREAS, pursuant to separate and individual contracts heretofore executed between the Authority, on one part, and the City of Georgetown ("Georgetown"), the City of Round Rock ("Round Rock"), Jonah Water Special Utility District (formerly Jonah Water Supply Corporation)("Jonah"), Brushy Creek Municipal Utility District of Williamson County, Texas ("Brushy Creek") and Chisholm Trail Special Utility District ("Chisholm Trail") (collectively, Georgetown, Round Rock, Jonah, Brushy Creek and Chisholm Trail are herein referred to as the "Former Participants"), individually on their part, the Authority has contracted to make available to such parties water from Lake Stillhouse Hollow (which contracts are defined in the Base Agreement (hereinafter defined) as the "Stillhouse Supply Agreements" and in the Brushy Creek Agreement (as hereinafter defined) and Chisholm Trail Agreement (as hereinafter defined) as the "Supply Agreements"); and

WHEREAS, the Former Participants were so located that it became desirable from the standpoint of cost that each should divert the surface water which each needs for municipal supply purposes from Lake Georgetown or points between Lake Stillhouse Hollow and Lake Georgetown, rather than from Lake Stillhouse Hollow; and

WHEREAS, the Authority, Georgetown, Round Rock and Jonah entered into the "Williamson County Regional Raw Water Line Agreement" (the "Base Agreement"), dated as of June 30, 1986, for the purpose of providing for the Authority to design, construct and operate facilities for transporting water from Lake Stillhouse Hollow committed to Georgetown, Round Rock and Jonah to Lake Georgetown (the "Project") for diversion by them for municipal purposes; and

WHEREAS, subsequent to execution of the Base Agreement, the Authority, Georgetown, Round Rock and Jonah entered into "Amendment No. 1 to Williamson County Regional Raw Water Line Agreement" ("Amendment No. 1"), dated as of January 9, 1997 and "Second Amendment to Williamson County Regional Raw Water Line Agreement" ("Amendment No. 2"), dated as of March 23, 1999; and
WHEREAS, Section 15 of the Base Agreement provides that the Authority may provide service from the Project to parties other than Georgetown, Round Rock and Jonah, provided that certain conditions are met; and

WHEREAS, such conditions having been met, the Authority entered into separate agreements with Brushy Creek called the "Participation Agreement with Respect to Williamson County Raw Water Line" ("Brushy Creek Agreement"), dated as of October 1, 1998 and subsequently with Chisholm Trail called the "Chisholm Trail Participation Agreement with Respect to Williamson County Raw Water Line" ("Chisholm Trail Agreement"), dated as of March 15, 1999, respectively; and

WHEREAS, upon determining that the Texas Water Development Board ("TWDB") would agree to pay for and acquire an undivided interest in the Project to be held for later acquisition by Authority as usage of Project increased, thus reducing the interim costs to the Former Participants pending their full need for the transportation capacity of the Project, the Authority and the Former Participants entered into the "Supplemental Agreement Respecting Williamson County Raw Water Line" ("Supplemental Agreement"), dated as of May 20, 1999; and

WHEREAS, two purposes of the Supplemental Agreement were to amend the Project Agreements (hereinafter defined) to provide: (i) that Authority may enter into an arrangement with TWDB by virtue of which TWDB will pay for and acquire undivided interests in Project to be later leased and/or purchased from it by Authority; and (ii) that the term "Bonds" as used in Project Agreements includes bonds and other obligations issued by Authority to finance the acquisition of undivided interests in Project from TWDB and reimbursement of expenditures theretofore made by Authority out of monies other than Bond proceeds for design and construction of Project; and

WHEREAS, Authority and TWDB entered into that certain "MASTER AGREEMENT BETWEEN TEXAS WATER DEVELOPMENT BOARD AND BRAZOS RIVER AUTHORITY Williamson County Regional Raw Water Line Project", effective as of November 3, 1999 (the "Master Agreement") in which the TWDB acquired a fifty percent (50%) interest in the Project and agreed to contribute $20,000,000 towards the cost of the Project; and

WHEREAS, in order to accommodate the differences in the timing of water transportation needs and associated costs of the Project of the Former Participants, Authority and the Former Participants entered into the "Amendment of Agreements Respecting Construction and Operation of Williamson County Raw Water Line" ("Amendment of Multiple Agreements"), dated as of April 17, 2000; and

WHEREAS, in order to avoid ambiguity in the Project Agreements due to the changes in the Stillhouse Supply Agreements and Supply Agreements, the Authority entered into separate agreements with the Former Participants called the "Third Amendment of Agreements Among Customers" ("Amendment No. 3") to modify the definition of "Stillhouse Supply Agreements" as defined in the Base Agreement and modified in Amendment No. 2, and "Supply Agreements" as defined in the Brushy Creek Agreement and Chisholm Trail Agreement; and
WHEREAS, the Authority entered into separate agreements with the Former Participants called the "Fourth Amendment of Agreements Among Customers ("Amendment No. 4"), each dated as of September 23, 2010, in order to provide for payment of additional pumping capacity at the intake structure and to approve the issuance of additional Bonds by Authority; and

WHEREAS, the Authority and the Former Participants thereafter amended the Base Agreement, Brushy Creek Agreement and Chisholm Trail Agreement by entering into a "Fifth Amendment of Agreements Among Customers" ("Amendment No. 5"); and

WHEREAS, collectively, the Base Agreement, Amendment No. 1, Amendment No. 2, Brushy Creek Agreement, Chisholm Trail Agreement, Supplemental Agreement, Amendment of Multiple Agreements, Amendment No. 3, Amendment No. 4, and Amendment No. 5 are referred to as the "Project Agreements"; and

WHEREAS, on September 24, 2013, the City Council of Georgetown approved an "Asset Transfer and Utility System Consolidation Agreement" pursuant to which Georgetown assumed the ownership interest and related obligations of Chisholm Trail's portion of the Project, including the Chisholm Trail Agreement (the "Chisholm Trail Consolidation Agreement"), and

WHEREAS, on August 26, 2014, the City Council of Georgetown approved a contract with Jonah in which the City acquired Jonah's water rights and ownership of the Project (the "Jonah Assumption Agreement"); and

WHEREAS, the remaining participants to the Project, being Georgetown, Round Rock, and Brushy Creek, are hereinafter referred to as the "Participants"; and

WHEREAS, pursuant to Section 3.4 of the Master Agreement, the Authority agreed to make payments to the TWDB, received from the Participants pursuant to the Project Agreements, in order to purchase the TWDB's interest in the Project; and

WHEREAS, pursuant to Section 3.1 of the Master Agreement, the Authority agreed to purchase the TWDB's ownership interest in the Project at the earliest possible date; and pursuant to Section 3.5 of the Master Agreement, the Authority retained the right to purchase said interest from the TWDB on or after 10 years from the date the TWDB delivered said funds to the Authority; and

WHEREAS, the Authority has determined it is beneficial and in the best interests of the Participants to issue "Bonds" pursuant to the Project Agreements in order to refund the obligations contained in the Master Agreement and to acquire the TWDB's interest in the Project; and

WHEREAS, the United States Securities and Exchange Commission has adopted Rule 15c2-12, as amended from time to time (the "Rule"); and

WHEREAS, the Rule provides that a broker, dealer or municipal securities dealer of Bonds issued after the effective dates set forth in the Rule, may not purchase or sell Bonds in connection with an offering thereof unless, prior to the purchase or sale thereof, "obligated persons", or entities acting on behalf of "obligated persons", have undertaken to provide certain
updated financial information and operating data annually, and timely notice of specified events, to certain information vendors; and

WHEREAS, the Authority and Georgetown heretofore entered into a Continuing Disclosure Agreement, as amended, in conformance with the Rule (the "Original CDA"); and

WHEREAS, in order to reflect recent amendments to the Rule, and provide adequate flexibility to accommodate any subsequent amendments to the Rule, it is deemed appropriate and necessary to enter into a new Continuing Disclosure Agreement (the "CDA"), which supercedes the Original CDA; and

WHEREAS, it is the intent of both the Authority and Georgetown that any and all obligations and/or duties of the respective party under the Original CDA with respect to any heretofore issued series of Bonds shall continue to be observed as carried forward into the CDA; and

WHEREAS, in order to clearly establish, authorize, ratify and confirm the contractual arrangements entered into by the Authority and the Participants and all actions taken by Georgetown in reliance on the Project Agreements, it is deemed to be appropriate to adopt this resolution.

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

SECTION 1. That the City Council of Georgetown hereby incorporates the recitals set forth in the preamble hereto as if set forth in full at this place and further finds and determines that said recitals are true and correct.

SECTION 2. That, with respect to the Project Agreements to which Georgetown is a party, the Chisholm Trail Consolidation Agreement, and the Jonah Assumption Agreement, the actions of the City Council in authorizing the execution thereof, the authorization of, and the execution of such agreements by officers, officials and employees of Georgetown and all actions taken by Georgetown in reliance upon and pursuant to such agreements are hereby authorized, ratified and confirmed in all respects concurrently with the adoption of this resolution.

SECTION 3. That the Mayor, City Manager and City Secretary of Georgetown are hereby authorized and directed to execute, deliver and take all actions necessary and appropriate relating to the issuance of Bonds by the Authority for the purpose of refunding the obligations contained in the Master Agreement and to acquire the TWDB's interest in the Project, including without limitation the execution and delivery of a General Certificate, a Continuing Disclosure Agreement, and a Closing Certificate relating to the Bonds, in substantially the forms presented to the City Council at the meeting at which this resolution has been adopted, with such changes as may be required by the Texas Attorney General or the underwriters of said Bonds, and furnishing such certificates and other documentation as may be required by the Texas Attorney General to evidence Georgetown's lawful assumption of the Chisholm Trail Agreement and of Jonah's obligations contained in the Project Agreements.
SECTION 4. That the Mayor or the Mayor Pro-Tem of the City Council of the City of Georgetown or the City Manager of the City of Georgetown are hereby authorized and directed to execute and deliver, and the City Secretary of the City of Georgetown is authorized and directed to attest, any amendment or supplement to the CDA hereinafter required or appropriate in response to further amendment of the Rule in order to maintain compliance with the requirements of the Rule.

SECTION 5. That the CDA, and any amendment or supplement thereof, shall become effective and enforceable in accordance with its terms immediately upon execution and delivery thereof for all intents and purposes.

SECTION 6. That this resolution shall take effect immediately upon passage and all ordinances, orders and resolutions in conflict herewith are repealed to the extent of any such conflict.

RESOLVED this _____ day of ____________, 2019.

Attest:       THE CITY OF GEORGETOWN:

___________________________________  ___________________________________
Robyn Densmore     By: Dale Ross

APPROVED AS TO FORM:

___________________________________
Charles F. McNabb
City Attorney
July 25, 2019

Mr. Glenn Dishong  
Utility Director  
City of Georgetown  
P.O. Box 409  
Georgetown, TX 78627-0409

Re: Brazos River Authority Contract Revenue Refunding Bonds, Series 2019 (Williamson County Regional Raw Water Line Project)

Dear Mr. Dishong:

The Brazos River Authority (BRA) is in the process of issuing the referenced Bonds, in order to refinance the payments required to be made by the City of Georgetown (City) pursuant to the 1999 Master Agreement between the BRA and the Texas Water Development Board. This proposed refinancing is projected to decrease the City’s payments under the Project Agreements relating to the Williamson County Regional Raw Water Line by approximately $2,283,962 over the next 13 years.

In order for the BRA to sell the Bonds and for the Texas Attorney General to approve the Bonds, the following documentation will be required from the City:

1. **Resolution** adopted by City Council, approving the Bond issue, approving documents below, and confirming the City’s obligations under the Project Agreements.

2. **General Certificate** of the City, which is required by Texas Administrative Code Title 1, Part 3, Chapter 53.

3. **Closing Certificate** of the City, which will be required by the Underwriters of the Bonds.

4. **Continuing Disclosure Agreement**, which is required by Rule 15c2-12 of the United States Securities and Exchange Commission.

Execution copies of the above documents will be forwarded to you by the BRA’s Bond Counsel, Rodolfo Segura, Jr., who can be reached at (512) 590-1950 or by e-mail at rsegura@mphlegal.com. If you should have any questions regarding this matter, you can also contact the City’s Bond Counsel, Richard Donoghue at (512) 478-3805 or by e-mail at rdonoghue@mphlegal.com.
In order to remain on schedule, BRA requests that the enclosed Resolution be taken to your City Council during the month of August, and that signed copies of all documents be returned to the BRA's Bond Counsel by no later than September 6, 2019.

Thank you for your help. If you should have any questions, let me know.

Sincerely,

BRAD BRUNETT
Regional Manager, Central & Lower Basins

BB:kld
Enclosures

cc:  Leigh Wallace (via email at leigh.wallace@georgetown.org)
     Karrie Pursley (via email at karrie.pursley@georgetown.org)
     Rodolfo Segura, Jr. (via email at rsegura@mphlegal.com)
     Richard Donoghue (via email at rdonoghue@mphlegal.com)
     Chuck Kobdish (via email at ckobdish@mphlegal.com)
     David Thompson (via email at david.thompson@brazos.org)
     Jim Forte (via email at jforte@brazos.org)
     Melissa Anthony (via email at melissa.anthony@brazos.org)
SUBJECT:
Consideration and possible action to approve the contract with Smith Pump Company Inc., for the replacement of Water Well Pump #1, in the amount of $51,446.00 -- Glenn W. Dishong, Utility Director

ITEM SUMMARY:
On June 01, 2019 Water Well pump #1 failed, which greatly reduced the Park Water Treatment Plant capacity at a critical time with peak water demand on the system. This contract is for the replacement of Water Well Pump #1 since the existing pump is non repairable. Smith Pump Company Inc. submitted a quotation in accordance with Buyboard contract 589-19.

STAFF RECOMMENDATION:
Staff recommends approval of the contract with Smith Pump Company, Inc. in the amount not to exceed $51,446.00.

FINANCIAL IMPACT:
Funds for this expenditure are budgeted in the Water Treatment fund:

<table>
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<tr>
<th>Fund</th>
<th>Actual</th>
<th>Budget</th>
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<tbody>
<tr>
<td>660-5-0529-52-165 Plant Upgrade</td>
<td>$51,446.00</td>
<td>$158,274.00</td>
</tr>
</tbody>
</table>

SUBMITTED BY:
Glenn W. Dishong, Utility Director (skm)

ATTACHMENTS:

Quote
Exemption Form
Bill to: CITY OF GEORGETOWN  
ap@georgetown.org  
P.O. Box 409  
Georgetown, TX 78627

Contact:  
Phone: 512-930-3649 - Purch  
Fax: 512-930-3681

Ship to: City of Georgetown  
300-1 Industrial Ave.  
ATTN: Warehouse Dept.  
Georgetown, TX 78626

Contact: Jeff DeLeon  
Phone: 512-930-6514  
Fax: 512-930-3681

---

**QUOTATION**

Thank you for the opportunity to present our quotation for your upcoming project. Please give us a call if you require additional information.

Regards,

Trent Brown  
Smith Pump Company, Inc.  
254-776-0377  
trentb@smithpump.com

<table>
<thead>
<tr>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0000</td>
<td>Pull Well &amp; Inspect Equipment</td>
<td>1.00</td>
<td>3,770.00</td>
<td>3,770.00</td>
</tr>
</tbody>
</table>

Three man crew with rig and service truck to travel to site and remove pump from well. Crew to lay equipment on ground and inspect for necessary repair.

WELL #1 BY LIBRARY  
CONTACT JEFF DELEON 512-630-1120

WELL DEPTH: 175"  
PRODUCT LUBRICATED LINESHAFT TURBINE  
PUMP SETTING: 175"  
COLUMN SIZE: 8" THREADED  
SHAFT SIZE: 1-7/16" X 8 THD LH  
(2) 1/4" TORO AIRLINES  
SWL: XXX'  
PWL: XXX'

MOTOR MANUFACTURER: USEM  
PUMP MANUFACTURER: BYRON JACKSON  
MODEL: 12MQH \ STAGES: 2  
S/N: 0203NG015444-1  
GPM: XXX \ TDH: XXX  
RPM: 1800 \ HP: 60  
VOLTAGE: 460

REASON FOR FAILURE: SHAFT LOCKED UP. THREADS

---

THIS QUOTATION IS MADE IN ACCORDANCE WITH BUYBOARD CONTRACT 589-19.
Remit to ........: 3500 Comsouth Dr. Bldg. 4, Ste 500  
Austin, TX 78744

Phone ............: (512) 310-1480  
Fax ...............: (512) 310-1417

**QUOTATION**

Number ............: SQ025519-1  
Sales order .......: 7/10/2019  
Your ref. ..........: Well #1  
Requisition .......: 285  
Quotation deadline : 8/10/2019  
Delivery Term .......: FOB Shipping Point  
Name : Darrel R. Mize

**Contact:** 
Jeff DeLeon  
Phone : 512-930-6514  
Fax : 512 930 3681

<table>
<thead>
<tr>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.0000</td>
<td>Downhole Camera Survey</td>
<td>1.00</td>
<td>1,800.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td></td>
<td>Item of downhole camera survey to view condition of well casing and screens.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.0000</td>
<td>New Flowserve 12MQH - 2 Stage Bowl Assembly</td>
<td>1.00</td>
<td>10,330.00</td>
<td>10,330.00</td>
</tr>
<tr>
<td></td>
<td>(1) - Flowserve 12MQH - 2 Stage Bowl Assembly, standard construction, standard grey enamel paint on OD, 8.8&quot; Diameter Impeller Trim, 10&quot; Threaded Suction Case, Shaft Turn Down to 1-7/16&quot; Diameter 10&quot; MNPT Cone Strainer, Galv</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.0000</td>
<td>New 8&quot; Threaded Column Pipe &amp; 1-7/16&quot; Lineshaft Assembly</td>
<td>1.00</td>
<td>24,249.00</td>
<td>24,249.00</td>
</tr>
</tbody>
</table>
| | (17) - Columns, 8" x 119-1/4" Long, T&C, J Thread  
| | (2) - Columns, 8" x 59-1/4" Long, T&C, J Thread  
| | (17) - Lineshafts, 1-7/16" Dia x 120" Long, 416SS T&C  
| | (1) - Lineshaft, 1-7/16" Dia x 60" Long, 416SS T&C  
| | (1) - Lineshaft, 1-7/16" Dia x 61-1/2" Long, 416SS T&C  
| | (18) - Shaft Sleeves, 1-7/16" Shaft Dia x 1-11/16" OD x 416SS  
| | (18) - Drop-In Spider Bearings, 1-11/16" Shaft Dia |
| 5.0000 | Repair to Existing Discharge Head | 1.00 | 1,694.00 | 1,694.00 |
| | Description of Repair:  
| | - Replace Packing  
| | - Fabricate and Install Bronze Stuffing Box Bearing  
| | - Fabricate and Install Bronze Lantern Ring  
| | - Blast and Paint Exterior Surfaces of Discharge Head |
| 6.0000 | New 1/4" Stainless Steel Airline | 1.00 | 437.00 | 437.00 |
| | 180ft - 1/4" Stainless Steel Tubing Air line Assembly, Fittings and Gauge |
Bill to: CITY OF GEORGETOWN  
ap@georgetown.org  
P.O. Box 409  
Georgetown, TX 78627

Contact:  
Phone: 512 930 3649 - Purch  
Fax: 512 930 3681

Ship to: City of Georgetown  
300-1 Industrial Ave.  
ATTN: Warehouse Dept.  
Georgetown, TX 78626

Contact: Jeff DeLeon  
Phone: 512-930-6514  
Fax: 512 930 3681

Remit to ..........: 3500 Comsouth Dr. Bldg. 4, Ste 500  
Austin, TX 78744

Phone ............: (512) 310-1480  
Fax ...............: (512) 310-1417

QUOTATION
Number ..........: SQ025519-1  
Sales order ......:  
Date ..........: 7/10/2019  
Your ref. ..........: Well #1  
Our ref: 285  
Requisition ..........:  
Payme: Net 30 Days  
Quotation deadline : 8/10/2019  
Sales : TXCEN

Delivery Term ......: FOB Shipping Point  
Name : Darrel R. Mize

<table>
<thead>
<tr>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
</table>
| 7.0000 | New Transducer Tube  
200ft - 1.25” SCH 40 PVC Pipe SWB Ends                                         | 1.00     | 445.00     | 445.00 |
| 8.0000 | Installation and Start-Up  
Item of Well Crew to Travel to Site with New Bowl Assembly,  
Column Pipe, Lineshaft and Refurbished Discharge Head.  
Set Up Rig and Re-Install Equipment In Well.  
Includes Gaskets, HTH, Airlines, Gauge, Oil, Thread Sealant,  
SS Bandit and Buckles.                                    | 1.00     | 7,000.00   | 7,000.00 |

Lead time of equipment is 10 weeks after approval to proceed.

Sales balance: 51,446.00  
Total discount: 0.00  
Misc. charges: 0.00  
Sales tax: 0.00  
Round-off: 0.00  
Total: 51,446.00 USD
Department Name: Water Services  
Requisition Number: 3905145

Vendor name, description of item or service to be procured, and estimated amount or fiscal year amount(s) as applicable:

Smith Pump Company Inc. Buy Board Contract 589-19 in the amount of $51,446.00 for the removal and repair of water production well #1. This well is needed to maintain our level of service to provide drinking water and water for fire protection. The Water Treatment Plant is currently at 50% capacity.

Attach vendor proposals and any other documentation that supports this exemption.

This exemption form is executed and filed with the Purchasing Department in the Finance Division.

The undersigned agrees that the following general exemption (per Texas Local Government Code, Section 252.022) is applicable to this purchase.

Please check the appropriate exemption:

- 1. Public Calamity: Procurement made because of a public calamity that required the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality.
- 2. Public Health or Safety: Procurement necessary to preserve or protect the public health or safety of the municipality's residents.
- 3. Unforeseen Damage: Procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- 4. Procurement for Personal, Professional, or Planning Services: Professional services are those rendered by an architect, attorney, certified public accountant, engineer, physician, real estate appraiser, land surveyor or other profession approved under the law.

Describe the type of professional services and what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are needed.
5. Sole Source. Item or service available from only one source because of: (check one below)

- Patents, copyrights, secret processes, or natural monopolies
- Films, manuscripts, or books,
- Gas, water and other utility services
- Captive replacement parts or components for equipment
- Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials
- Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

Attach manufacturer's sole source statement and other supporting documentation.

6. Purchase of rare books, papers, and other library materials for a public library

7. Services performed by blind or severely disabled persons

8. Goods purchased by a municipality for subsequent retail sale by the municipality

9. Advertising, other than legal notices

Provide additional details and justification on exemption selected above. Provide evaluation conducted including efforts taken to ensure vendor is responsible and will provide the best value to the City. If applicable, explain if another exemption applies not listed above that is allowed under law.

A: Requesting Person: (Sign & Date)

B: Director: (For purchases $3,000 - $49,999.99) (Sign & Date)

C: CM / ACM: (For purchases $50,000 & up) (Sign & Date)

Exemption Authorized: (Purchasing Manager or Designee) (Sign & Date)

All purchases over $50,000 are subject to City Council approval.

NOTE: This form is not required for purchases under $3,000.

Purchasing Department comments:
SUBJECT:
Consideration and possible action to approve appropriation and continuance of the Blanket Agreement with V-Quest of Georgetown, Texas to provide office supplies and services for FY2020 through the National Cooperative Purchasing Alliance (NCPA) Contract #11-18 in an amount not to exceed $95,000.00 -- Rosemary Ledesma, Purchasing Manager

ITEM SUMMARY:
Appropriation and continuance of this blanket purchase order agreement with American Office Products Distributors, Inc. (AOPD) through their distributor, V-Quest under the National Cooperative Purchasing Alliance (NCPA) will allow the City of Georgetown to take advantage of lower prices for continuous supply of office supplies and related services. Items are to be ordered on an as needed basis by departments City-wide, and bulk items will be stocked in the Warehouse.

This action requests approval for a not-to-exceed amount of $95,000 for the 2020 fiscal year to V-Quest. V-Quest is the current supplier of these items and a local vendor, authorized under the NCPA contract to provide office supplies and services. These items are ordered by City departments through the NCPA Contract #11-18, a three year contract term of 5/1/2017 through 5/31/2020, with five possible one-year renewals.

According to Texas Local Government Code 271.102 (c), the City satisfies any state laws requiring the local government to seek competitive bids for the purchase of goods and services when purchasing under Subchapter F. Cooperative Purchasing Program.

FINANCIAL IMPACT:
The estimated not to exceed total for this blanket agreement is $95,000. Funds for this expenditure are budgeted in the individual departments.

SUBMITTED BY:
Rosemary Ledesma, Purchasing Manager.

ATTACHMENTS:

Award Letter
Response
Monday, May 1st, 2017

American Office Products Distributors, Inc. (AOPD)
ATTN: D. Mark Leazer
1652 E. Main Street, Suite 200
St. Charles, IL 60174

Dear Mark:

Region XIV Education Service Center is happy to announce that American Office Products Distributors, Inc. (AOPD) has been awarded a contract for Office Supplies and Services based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on May 31st, 2020. The contract can then be renewed annually for an additional five years, if mutually agreed on by Region XIV ESC and American Office Products Distributors, Inc. (AOPD).

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Ronnie Kincaid
Region XIV, Executive Director
April 18, 2017

Region 14 Educational Service Center
1850 Highway 351
Abilene, Texas 79601

To the Region 14 RFP Selection Committee;

On behalf of all of the members of American Office Products Distributors, I would like to thank you for the opportunity to respond to the Region 14 Educational Service Center’s RFP, Solicitation Number 03-17, for Office Supplies and Services.

We are responding as instructed in RFP solicitation number 03-17 published on Tuesday March 21, 2017.

Accompanying this cover letter you will find AOPD’s printed response to the RFP in a 3 ring binder, and two additional copies bound and indexed in file jackets. The RFP was uploaded to the two USB drives along with an electronic version of the core pricing in Excel with a tab that contains core priced alternate items. Additionally the non-core extended catalog containing 10,240 products with ceiling prices is included on the USB’s.

We at AOPD are excited about this RFP and look forward to the possibility of continuing to serve Region 14 ESC and the Public Sector through an award utilizing the National Cooperative Purchasing Alliance. If there is any additional information needed in this consideration please don't hesitate to contact me. Thank you.

Sincerely,

D. Mark Leazer
Executive Director
American Office Products Distributors, Inc.
E-mail: mark@aopd.com
Telephone: 980-262-3634
Request for Proposal (RFP) for Office Supplies and Services

Solicitation Number: 03-17

Publication Date: Tuesday, March 21st, 2017

Notice to Respondent:

Submittal Deadline: Thursday, April 20th, 2017 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, April 13th, 2017. All questions and answers will be posted to http://www.ncpa.us/solicitations.

It is the intention of Region 14 Education Service Center (herein “Region 14 ESC”) to establish a Master Agreement for Office Supplies and Services for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an “as needed” basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Office Supplies and Services, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas  79601

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.
Competitive Solicitation by
Region 14 Education Service Center
For
Office Supplies and Services
On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
RFP # 03-17
Introduction / Scope

♦ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Office Supplies and Services.

♦ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

♦ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

♦ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.

♦ National Cooperative Purchasing Alliance (NCPA)
  ➢ The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.

♦ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  ➢ Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  ➢ Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  ➢ Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  ➢ Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.
Instructions to Respondents

♦ Submission of Response
  ➢ Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
  ➢ Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  ➢ Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  ➢ Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

♦ Required Proposal Format
  ➢ Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

♦ Binder Tabs
  ➢ Tab 1 – Signature Form
  ➢ Tab 2 – NCPA Administration Agreement
  ➢ Tab 3 – Vendor Questionnaire
  ➢ Tab 4 – Vendor Profile
  ➢ Tab 5 – Products and Services / Scope
  ➢ Tab 6 – References
  ➢ Tab 7 – Pricing
  ➢ Tab 8 – Value Added Products and Services
  ➢ Tab 9 – Required Documents

♦ Shipping Label
  ➢ The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.
  From: Mr. D. Mark Leazer__________________________________
  Company: American Office Products Distributors, Inc.___________
  Address: 1652 E. Main St. – Suite 220__________________________
  City, State, Zip: St. Charles, IL 60174___________________________
  Solicitation Name and Number: Request for Proposal (RFP) for Office Supplies and Services – Solicitation number: 03-17
  Due Date and Time: Thursday, April 20th, 2017 2:00 pm CST__________
General Terms and Conditions

♦ Customer Support

➢ The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

♦ Assignment of Contract

➢ No assignment of contract may be made without the prior written approval of Region 14 ESC. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

♦ Disclosures

➢ Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

➢ The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

♦ Renewal of Contract

➢ Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional five (5) years if agreed to by Region 14 ESC and the vendor.

♦ Funding Out Clause

➢ Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

➢ Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

♦ Shipments (if applicable)

➢ The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
♦ Tax Exempt Status
➢ Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

♦ Payments
➢ The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

♦ Adding authorized distributors/dealers
➢ Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
➢ Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
➢ Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
➢ All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

♦ Pricing
➢ All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
➢ All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

♦ Warranty
➢ Proposals should address each of the following:
   ▪ Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
   ▪ Availability of replacement parts
   ▪ Life expectancy of equipment under normal use
   ▪ Detailed information as to proposed return policy on all equipment

♦ Indemnity
➢ The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
Franchise Tax
➢ The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements
➢ The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance
➢ Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days’ notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

AOPD shall have each dealer provide NCPA with an appropriate Certificate of Insurance as required.

Legal Obligations
➢ It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest
➢ A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

➢ Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure
➢ If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer
period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

➢ The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

♦ Prevailing Wage
  ➢ It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

♦ Miscellaneous
  ➢ Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

♦ Open Records Policy
  ➢ Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

♦ Contract Administration
  ➢ The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

♦ Contract Term
  ➢ The contract term will be for three (3) years starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms.

♦ Contract Waiver
  ➢ Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

♦ Products and Services additions
  ➢ Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.

♦ Competitive Range
  ➢ It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

♦ Deviations and Exceptions
  ➢ Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor’s complete line of products and/or services, when possible.

♦ Estimated Quantities
  ➢ The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $2 - $10 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

♦ Evaluation
  ➢ Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
Formation of Contract
➢ A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

NCPA Administrative Agreement
➢ The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications / Discussions
➢ Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent’s whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents’ proposals or prices.

Multiple Awards
➢ Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance
➢ Past performance is relevant information regarding a vendor’s actions under previously awarded contracts; including the administrative aspects of performance; the vendor’s history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor’s businesslike concern for the interests of the customer.

AOPD agrees with the process as described above.
Evaluation Criteria

♦ Pricing (40 points)
  ➢ Electronic Price Lists
    ▪ Products, Services, Warranties, etc. price list
    ▪ Prices listed will be used to establish both the extent of a vendor’s product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

♦ Ability to Provide and Perform the Required Services for the Contract (25 points)
  ➢ Product Delivery within participating entities specified parameters
  ➢ Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  ➢ Vendor’s ability to perform towards above requirements and desired specifications.
  ➢ Past Cooperative Program Performance
  ➢ Quantity of line items available that are commonly purchased by the entity.
  ➢ Quality of line items available compared to normal participating entity standards.

♦ References (15 points)
  ➢ A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

♦ Technology for Supporting the Program (10 points)
  ➢ Electronic on-line catalog, order entry use by and suitability for the entity’s needs
  ➢ Quality of vendor’s on-line resources for NCPA members.
  ➢ Specifications and features offered by respondent’s products and/or services

♦ Value Added Services Description, Products and/or Services (10 points)
  ➢ Marketing and Training
  ➢ Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  ➢ Customer Service
The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

<table>
<thead>
<tr>
<th>Company name</th>
<th><strong>American Office Products Distributors, Inc. (AOPD)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1652 E. Main St. – Suite 220</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>St. Charles, Illinois 60174-4702</td>
</tr>
<tr>
<td>Telephone No.</td>
<td>630-761-0600</td>
</tr>
<tr>
<td>Fax No.</td>
<td>630-761-0691</td>
</tr>
<tr>
<td>Email address</td>
<td><a href="mailto:mark@aopd.com">mark@aopd.com</a></td>
</tr>
<tr>
<td>Printed name</td>
<td>D. Mark Leazer</td>
</tr>
<tr>
<td>Position with company</td>
<td>Executive Director</td>
</tr>
<tr>
<td>Authorized signature</td>
<td>D. Mark Leazer</td>
</tr>
</tbody>
</table>

Page 96 of 430
This Administration Agreement is made as of May 1, 2017, by and between National Cooperative Purchasing Alliance (“NCPA”) and American Office Products Distributors (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2017, referenced as Contract Number 11-18, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Office Supplies and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

♦ General Terms and Conditions

➢ The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

➢ NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

➢ Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

➢ NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.

➢ With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region...
14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

➢ The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

♦ Term of Agreement
➢ This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

♦ Fees and Reporting
➢ The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Zip Code</th>
<th>State</th>
<th>PO or Job #</th>
<th>Sale Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Total __________

➢ Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<table>
<thead>
<tr>
<th>Annual Sales Through Contract</th>
<th>Administrative Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - $30,000,000</td>
<td>2%</td>
</tr>
<tr>
<td>$30,000,001 - $50,000,000</td>
<td>1.5%</td>
</tr>
<tr>
<td>$50,000,001+</td>
<td>1%</td>
</tr>
</tbody>
</table>
Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.

♦ General Provisions

➢ This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

➢ Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.

➢ If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which such party may be entitled.

➢ Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.

➢ This Agreement and NCPA’s rights and obligations hereunder may be assigned at NCPA’s sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA’s obligations hereunder

➢ All written communications given hereunder shall be delivered to the addresses as set forth below.


Name: Matthew Mackel Name: D. Mark Leazer

Title: Director, Business Development Title: Executive Director

Address: PO Box 701273 Address: 1652 E. Main St. – Suite 220

Houston, TX. 77270 St. Charles, IL 60174

Signature: Matthew Mackel Signature: D. Mark Leazer

Date: May 1, 2017 Date: April 18, 2017

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Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

♦ States Covered
  ➢ Bidder must indicate any and all states where products and services can be offered.
  ➢ Please indicate the price co-efficient for each state if it varies.

☐ 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- Alabama
- Alaska
- Arizona
- Arkansas
- California
- Colorado
- Connecticut
- Delaware
- District of Columbia
- Florida
- Georgia
- Hawaii
- Idaho
- Illinois
- Indiana
- Iowa
- Kansas
- Kentucky
- Louisiana
- Maine
- Maryland
- Massachusetts
- Michigan
- Minnesota
- Missouri
- Montana
- Nebraska
- Nevada
- New Hampshire
- New Jersey
- New Mexico
- New York
- North Carolina
- North Dakota
- Ohio
- Oklahoma
- Oregon
- Pennsylvania
- Rhode Island
- South Carolina
- South Dakota
- Tennessee
- Texas
- Utah
- Vermont
- Virginia
- Washington
- West Virginia
- Wisconsin
- Wyoming
☐ All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

☐ American Samoa ☐ Northern Marina Islands
☐ Federated States of Micronesia ☐ Puerto Rico
☐ Guam ☐ U.S. Virgin Islands
☐ Midway Islands

♦ Minority and Women Business Enterprise (MWBE) and (HUB) Participation

➢ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

  - Minority / Women Business Enterprise
    • Respondent Certifies that this firm is a M/WBE ☑
  - Historically Underutilized Business
    • Respondent Certifies that this firm is a HUB ☑

♦ AOPD and all its dealers are SBE's, but many of our dealer members are also woman owned, minority owned, veteran owned, service disabled veteran owned, and HUB certified.

♦ Residency

➢ Responding Company's principal place of business is in the city of St. Charles, State of Illinois.

♦ Felony Conviction Notice

➢ Please Check Applicable Box;

  - ☐ A publically held corporation; therefore, this reporting requirement is not applicable
  - ☑ Is not owned or operated by anyone who has been convicted of a felony.
  - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

➢ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

♦ Distribution Channel

➢ Which best describes your company's position in the distribution channel:

  - ☐ Manufacturer Direct ☐ Certified education/government reseller
  - ☐ Authorized Distributor ☐ Manufacturer marketing through reseller
  - ☐ Value-added reseller ☑ Other: Marketing and Sales Association
Processing Information

Provide company contact information for the following:

Sales Reports / Accounts Payable

- **Contact Person:** [Shelley Tousignant]
- **Title:** [Financials /Contracts Administrator]
- **Company:** [American Office Products Distributors, Inc.]
- **Address:** [1652 E. Main St. - Suite 220]
- **City:** [St. Charles]
- **State:** [Illinois]
- **Zip:** [60174]
- **Phone:** [630-761-0600 x108]
- **Email:** [shelley@aopd.com]

Purchase Orders

- **Contact Person:** [Joseph Breczka]
- **Title:** [Director Business Development]
- **Company:** [American Office Products Distributors, Inc.]
- **Address:** [1652 E. Main St, - Suite 220]
- **City:** [St. Charles]
- **State:** [Illinois]
- **Zip:** [60174]
- **Phone:** [716-912-9017]
- **Email:** [joe@aopd.com]

Sales and Marketing

- **Contact Person:** [Angela Sumner Price]
- **Title:** [National Marketing Director]
- **Company:** [American Office Products Distributors, Inc.]
- **Address:** [1652 E. Main St, - Suite 220]
- **City:** [St. Charles]
- **State:** [Illinois]
- **Zip:** [60174]
- **Phone:** [630-761-0600 X106]
- **Email:** [angela@aopd.com]

Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
    - [Yes] Yes [No]
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
  - [Yes] Yes [No]
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
  - [Yes] Yes [No]
Please provide the following information about your company:

- Company’s official registered name.
  
  American Office Products Distributors, Inc.

- Brief history of your company, including the year it was established.
  
  Established in 1978, American Office Products Distributors (AOPD) and its affiliated member dealers have long stood as the premier national independent dealer marketing organization in North America. The members of AOPD represent the best independent dealers in their respective markets.

  As North America’s oldest and most dependable office products marketing group, AOPD has continuously provided office products purchasing and distribution programs to local, regional and national commercial/government business partners. From a historical perspective, AOPD was formed by a group of the largest Independent dealers back in 1978, to provide the ability to market to and service both regional and national accounts. Through the development and growth of AOPD, the dealer members are enabled to provide exemplary service and competitive price schedules to business partners across North America. By capitalizing on the strengths and resources of the entire dealer network, AOPD provides programs to business partners with quality branded products, personalized service and competitive price programs.

  While there are many independent office product dealers in the U.S., the elite members of AOPD are of the largest, most sophisticated and most successful. Every AOPD dealer member is classified as small business (SBE) with less than 500 employees. In addition, many carry various socioeconomic designations such as Woman Owned, Minority Owned, HUB Zone, and Veteran Owned. Through the various designations of our member dealers, AOPD is able to satisfy a multitude of socioeconomic requirements of many of our business partners. At present, AOPD services over 440 national accounts and is the designated contract holder for two government (GSA/NCPA), one health care (Premier) and one major Chamber (Affinity) contracts.

  The AOPD network consists of 70 independent dealers in the US and network dealer groups in Australia, Canada and Europe. Through their affiliation, AOPD is able to provide extensive coverage in the markets our member’s service.

  From a service perspective, AOPD is able to provide 1-3 business day consistent delivery, vast ordering method options (standard and Internet) and customized services to meet the needs of our business partners.

  AOPD’s core purpose is to “provide local service, nationwide”, by implementing national programs that use the services of local providers. By doing so, local tax dollars stay within local communities, supporting local economies. All services are provided by a local AOPD distributor.
AOPD is headquartered in St. Charles, Illinois, a suburb of Chicago. It is managed by a group of dedicated professionals with over 130 years combined experience in the office products industry.

Through the many changes within the office products industry, AOPD has stood the test of time. By providing stellar programs with outstanding service, our reputation of being the number one national office products program provider has sustained and will sustain AOPD in the many years to come.

- Company's Dun & Bradstreet (D&B) number.

  039636337
Company’s organizational chart of those individuals that would be involved in the contract.
Corporate office location.

- List the number of sales and services offices for states being bid in solicitation.

There are 70 AOPD member dealers in the U.S.A. with 191 sales, service and distribution centers.

- List the names of key contacts at each with title, address, phone and e-mail address.

Please see the next four pages.
<table>
<thead>
<tr>
<th>North American Dealers</th>
<th>Main Location</th>
<th>Branch Locations</th>
<th>Total AOPD Locs</th>
<th>Socioeconomic Status</th>
<th>Principal / Main Contact</th>
<th>Phone</th>
<th>E-mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>A &amp; W Office Supply</td>
<td>Knoxville, Tennessee</td>
<td>(1) Johnson City, TN</td>
<td>2</td>
<td>SDVOSB - Small, Service Disabled Veteran Owned</td>
<td>Mike Taylor</td>
<td>(865) 218-7907</td>
<td><a href="mailto:mike.taylor@awos.com">mike.taylor@awos.com</a></td>
</tr>
<tr>
<td>A to Z Office Resource</td>
<td>Columbia, Tennessee</td>
<td>(8) Madison, AL - Cookeville, Gray, Jackson, Knoxville, Morristown, &amp; Nashville, TN - Abingdon, VA</td>
<td>9</td>
<td>SBE - Small</td>
<td>Miles Oakley</td>
<td>(651)471-9175</td>
<td><a href="mailto:moakley@azorinc.com">moakley@azorinc.com</a></td>
</tr>
<tr>
<td>AAA Business Solutions</td>
<td>Pittsburgh, Pennsylvania</td>
<td></td>
<td>1</td>
<td>SBE/SDVOSB - Small, Service Disabled Veteran Owned</td>
<td>Frank N. Fera</td>
<td>(412) 489-1364</td>
<td><a href="mailto:frankn@shopaaabusiness.com">frankn@shopaaabusiness.com</a></td>
</tr>
<tr>
<td>Accurate Office Supply</td>
<td>Carol Stream, Illinois</td>
<td></td>
<td>1</td>
<td>SBE - Small</td>
<td>Joseph Krelle</td>
<td>(630) 784-4700</td>
<td><a href="mailto:joekrelle@accurateofficesupply.com">joekrelle@accurateofficesupply.com</a></td>
</tr>
<tr>
<td>American Paper &amp; Twine</td>
<td>Nashville, Tennessee</td>
<td>(5) Little Rock, AR - Chattanooga, Knoxville &amp; Memphis, TN - Austell, GA</td>
<td>6</td>
<td>SBE - Small</td>
<td>David Morris</td>
<td>(615) 350-9000</td>
<td>dmorris@aptcommerce</td>
</tr>
<tr>
<td>Apex Office Products</td>
<td>Tampa, Florida</td>
<td>(5) Inverness, Ocala, Orlando, Sarasota &amp; Tallahassee, FL</td>
<td>6</td>
<td>SBE/MBE/VOSB - Small, Minority, Veteran Owned, Disadvantaged</td>
<td>Alex Llorente</td>
<td>(813) 871-2010</td>
<td><a href="mailto:ailorente@apexop.com">ailorente@apexop.com</a></td>
</tr>
<tr>
<td>Barren County B.S.</td>
<td>Glasgow, Kentucky</td>
<td>Glasgow, KY</td>
<td>2</td>
<td>SBE/WOSB - Small, Woman Owned</td>
<td>Lisa Dreher</td>
<td>(270) 659-2061</td>
<td><a href="mailto:ldreher@bcbsupply.com">ldreher@bcbsupply.com</a></td>
</tr>
<tr>
<td>Bulldog Office Products</td>
<td>Pittsburgh, Pennsylvania</td>
<td>(1) Cleveland, OH</td>
<td>2</td>
<td>SBE/WOSB - Small, Woman Owned</td>
<td>Frank L. Fera</td>
<td>(412) 787-3333</td>
<td><a href="mailto:frankl@bulldogop.com">frankl@bulldogop.com</a></td>
</tr>
<tr>
<td>Business Essentials</td>
<td>Grapevine, Texas</td>
<td></td>
<td>1</td>
<td>SBE/WOSB/HUB - Small, Woman Owned, Hub Zone</td>
<td>Marty Beck</td>
<td>(817)328-1617</td>
<td><a href="mailto:mbeck@beofficesupply.com">mbeck@beofficesupply.com</a></td>
</tr>
<tr>
<td>Chuckal’s Office Products</td>
<td>Tacoma, Washington</td>
<td></td>
<td>1</td>
<td>SBE - Small</td>
<td>Jon Rossman</td>
<td>(253) 620-2350</td>
<td><a href="mailto:rossmanj@chuckals.net">rossmanj@chuckals.net</a></td>
</tr>
<tr>
<td>Coastal Office Solutions</td>
<td>Victoria, Texas</td>
<td></td>
<td>1</td>
<td>WOSB/HUB</td>
<td>Shad Estes</td>
<td>(361) 578-5392</td>
<td><a href="mailto:shad@coastaltx.com">shad@coastaltx.com</a></td>
</tr>
<tr>
<td>Complete Office</td>
<td>Seattle, Washington</td>
<td>Spokane, WA - Boise, ID</td>
<td>3</td>
<td>SBE</td>
<td>Dave Patterson</td>
<td>(206) 336-5175</td>
<td><a href="mailto:dpatterson@complete-office.com">dpatterson@complete-office.com</a></td>
</tr>
<tr>
<td>Complete Office</td>
<td>Cerritos, California</td>
<td>Orange, &amp; San Diego, CA</td>
<td>3</td>
<td>SBE</td>
<td>James Southwood</td>
<td>(917) 743-5160</td>
<td><a href="mailto:jsouthwood@completeofficeca.com">jsouthwood@completeofficeca.com</a></td>
</tr>
<tr>
<td>Complete Office</td>
<td>Germantown, Wisconsin</td>
<td>Appleton, Madison &amp; Rothschild, WI</td>
<td>4</td>
<td>SBE</td>
<td>Chuck Schwarting</td>
<td>(608) 220-5596</td>
<td><a href="mailto:cschwarting@cowiweb.com">cschwarting@cowiweb.com</a></td>
</tr>
<tr>
<td>COS Business Products</td>
<td>Chattanooga, Tennessee</td>
<td>Dalton, GA</td>
<td>2</td>
<td>SBE</td>
<td>Skip Ireland</td>
<td>(423)424-4730</td>
<td><a href="mailto:sired@cosonline.com">sired@cosonline.com</a></td>
</tr>
<tr>
<td>Drumrights Office Supply</td>
<td>Fresno, California</td>
<td></td>
<td>1</td>
<td>SBE - Small</td>
<td>Stephen Cavalla</td>
<td>(559) 252-4695</td>
<td><a href="mailto:stephenc@drumrights.com">stephenc@drumrights.com</a></td>
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<tr>
<td>Eaton Office Supply</td>
<td>Amherst, New York</td>
<td></td>
<td>1</td>
<td>SBE - Small</td>
<td>Bruce Eaton</td>
<td>(716) 691-6100</td>
<td><a href="mailto:bceaton@eatonofficesupply.com">bceaton@eatonofficesupply.com</a></td>
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<tr>
<td>Economy Office Supply</td>
<td>Glendale, California</td>
<td></td>
<td>1</td>
<td>SBE/WOSB - Small, Woman Owned.</td>
<td>Jeff Stine</td>
<td>(818) 548-1525</td>
<td><a href="mailto:jeff@economyofficesupply.com">jeff@economyofficesupply.com</a></td>
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<tr>
<td>El Paso Office Products</td>
<td>El Paso, Texas</td>
<td></td>
<td>1</td>
<td>SBE/MBE/HUB - Small, Minority Owned, Hub Zone</td>
<td>Sandy Grodin</td>
<td>(915) 593-9000</td>
<td><a href="mailto:sgrodin@elpasoop.com">sgrodin@elpasoop.com</a></td>
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<tr>
<td>EON Office Products</td>
<td>Denver, Colorado</td>
<td></td>
<td>1</td>
<td>SBE/WOSB/DBE - Small, Woman Owned, Disadvantaged</td>
<td>Jackie Willems</td>
<td>(720) 570-5469</td>
<td><a href="mailto:jwillems@eonoffice.com">jwillems@eonoffice.com</a></td>
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<td>FSoffice</td>
<td>Charlotte, North Carolina</td>
<td>(7) Greensboro, Lumberton, Raleigh &amp; Wilmington, NC - Greenville, Ladson, &amp; W. Columbia, SC</td>
<td>8</td>
<td>SBE/WOSB - Small, Woman Owned.</td>
<td>Kim Leazer</td>
<td>(704) 598-8971</td>
<td><a href="mailto:kim.leazer@formsandsupply.com">kim.leazer@formsandsupply.com</a></td>
</tr>
<tr>
<td>Garvey's Office Products</td>
<td>Niles, Illinois</td>
<td></td>
<td>1</td>
<td>SBE - Small</td>
<td>Bernie Garvey</td>
<td>(847) 588-1315</td>
<td><a href="mailto:bgarvey@getgarveys.com">bgarvey@getgarveys.com</a></td>
</tr>
<tr>
<td>GBP Direct, Inc.</td>
<td>Kenner, Louisiana</td>
<td>(1) Baton Rouge, LA</td>
<td>2</td>
<td>SBE/WOSB - Small, Woman Owned.</td>
<td>Randy Durbin</td>
<td>(504) 464-0000</td>
<td><a href="mailto:randydurbin@gbpdirect.com">randydurbin@gbpdirect.com</a></td>
</tr>
<tr>
<td>Greenwood Office Outfitters</td>
<td>Fort Worth, Texas</td>
<td>(1) Dallas, TX</td>
<td>2</td>
<td>SBE - Small</td>
<td>Amy Wells</td>
<td>(817) 926-0281</td>
<td><a href="mailto:awells@greenwoodoffice.com">awells@greenwoodoffice.com</a></td>
</tr>
<tr>
<td>Guernsey, Inc.</td>
<td>Dulles, Virginia</td>
<td>(5) Beltsville, MD, Green Castle &amp; Middletown, PA, Richmond and Virginia Beach, VA</td>
<td>6</td>
<td>SBE - Small</td>
<td>Gordon Thrall</td>
<td>(703) 788-3201</td>
<td><a href="mailto:gthrall@buyguernsey.com">gthrall@buyguernsey.com</a></td>
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<tr>
<td>Heights Office Products</td>
<td>San Antonio, Texas</td>
<td></td>
<td>1</td>
<td>SBE - Small</td>
<td>Ed Zazula</td>
<td>(210) 822-9671</td>
<td><a href="mailto:ezazula@heightsofficeproducts.com">ezazula@heightsofficeproducts.com</a></td>
</tr>
<tr>
<td>Herald Office Solutions</td>
<td>Dillon, South Carolina</td>
<td>Columbia, Sumter, Cheraw, Charleston, Myrtle Beach, Greenville, Greenwood, North Charleston, SC, &amp; Whiteville, NC</td>
<td>10</td>
<td>SBE - Small</td>
<td>Myers Jordan</td>
<td>(843) 632-1758</td>
<td><a href="mailto:myers@heraldoffice.com">myers@heraldoffice.com</a></td>
</tr>
<tr>
<td>hsc*officeproducts</td>
<td>Aiea, Hawaii</td>
<td></td>
<td>1</td>
<td>SBE/MBE/VOSB - Small, Minority/Veteran Owned, Disadvantaged</td>
<td>Frank Tsukano</td>
<td>(808) 748-7211</td>
<td><a href="mailto:frank@hscofficeproducts.com">frank@hscofficeproducts.com</a></td>
</tr>
<tr>
<td>Impact Office Products</td>
<td>Beltsville, Maryland</td>
<td>(2) Mt. Laurel, NJ - Fairfax, VA</td>
<td>3</td>
<td>SBE - Small</td>
<td>Phill Scott</td>
<td>(240) 542-1375</td>
<td><a href="mailto:pscott@impactoffice.com">pscott@impactoffice.com</a></td>
</tr>
<tr>
<td>Independence B.S.</td>
<td>Cleveland, Ohio</td>
<td>(1) Youngstown, OH</td>
<td>2</td>
<td>SBE - Small</td>
<td>Steve Gordon</td>
<td>(216) 398-8880</td>
<td><a href="mailto:steve.gordon@ibuyibs.com">steve.gordon@ibuyibs.com</a></td>
</tr>
<tr>
<td>Innovative Office Solutions</td>
<td>St. Paul, Minnesota</td>
<td>(2) Owatonna &amp; Waite Park, MN</td>
<td>3</td>
<td>SBE/WOSB - Small, Woman Owned</td>
<td>Jennifer Smith</td>
<td>(952) 698-9222</td>
<td><a href="mailto:jsmith@innovativeos.com">jsmith@innovativeos.com</a></td>
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<tr>
<td>Keeney's Office Supply</td>
<td>Redmond, Washington</td>
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<td>WOSB</td>
<td>Lisa Keeney McCarthy</td>
<td>(425) 869-7555</td>
<td><a href="mailto:lisak@keeneys.com">lisak@keeneys.com</a></td>
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<tr>
<td>Keeton's Office Supply</td>
<td>Bradenton, Florida</td>
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<td>1</td>
<td>SBE - Small</td>
<td>Brent Hoopingarner</td>
<td>(941) 747-2995</td>
<td><a href="mailto:brentj@keetonsonline.com">brentj@keetonsonline.com</a></td>
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<tr>
<td>Kyle Office Solutions</td>
<td>Tuscaloosa, Alabama</td>
<td></td>
<td>1</td>
<td>SBE - Small</td>
<td>Bruce Bovett</td>
<td>(205) 345-5573</td>
<td><a href="mailto:bbovett@kyleofficesolutions.com">bbovett@kyleofficesolutions.com</a></td>
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<tr>
<td>Marco Office Supply</td>
<td>Naples, Florida</td>
<td></td>
<td>1</td>
<td>SBE - Small</td>
<td>Philip Penzo</td>
<td>(239) 775-7513</td>
<td><a href="mailto:philip@marcoofficesupply.com">philip@marcoofficesupply.com</a></td>
</tr>
<tr>
<td>Midwest Office</td>
<td>Springfield, Illinois</td>
<td>(10) Bloomington, Effingham, Peoria, IL - Columbia, Rolla, St. Joseph, MO - Chanute, Coffeyville, Independence, KS - Temecula, CA</td>
<td>11</td>
<td>SBE - Small</td>
<td>Bill Schuette</td>
<td>(866) 978-5555</td>
<td><a href="mailto:bschuette@midwestoffice.com">bschuette@midwestoffice.com</a></td>
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<td>Miller’s Supplies at Work</td>
<td>Lorton, Virginia</td>
<td>Waynesboro and Winchester, VA</td>
<td>3</td>
<td>SBE/WOSB - Small, Woman Owned</td>
<td>Wayne Stillwagon</td>
<td>(703) 644-2200</td>
<td><a href="mailto:wstillwagon@millersoffice.com">wstillwagon@millersoffice.com</a></td>
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<tr>
<td>Minton-Jones</td>
<td>Norcross, Georgia</td>
<td></td>
<td>1</td>
<td>SBE - Small</td>
<td>Chip Jones</td>
<td>(770) 449-4787</td>
<td><a href="mailto:cjones@mintonjones.com">cjones@mintonjones.com</a></td>
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<tr>
<td>MySupplies</td>
<td>Atlanta, Georgia</td>
<td></td>
<td>1</td>
<td>SBE/WOSB - Small, Woman Owned.</td>
<td>Nancy Balkcom</td>
<td>(404) 768-2387</td>
<td><a href="mailto:nancy@mysupplies.com">nancy@mysupplies.com</a></td>
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<tr>
<td>Navajo Office Products</td>
<td>Amarillo, Texas</td>
<td></td>
<td>1</td>
<td>SBE/HUB - Small, Hub Zone</td>
<td>John Navarette</td>
<td>(806) 331-1658</td>
<td><a href="mailto:jjnav@navajo-office.com">jjnav@navajo-office.com</a></td>
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<tr>
<td>Office Basics</td>
<td>Boothwyn, Pennsylvania</td>
<td>(3) Moorestown, NJ - Bethlehem &amp; Lancaster, PA</td>
<td>4</td>
<td>SBE - Small</td>
<td>John Leighton</td>
<td>(610) 471-1000</td>
<td><a href="mailto:jleighton@officebasics.com">jleighton@officebasics.com</a></td>
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<tr>
<td>Office Edge</td>
<td>Austin, Texas</td>
<td></td>
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<td>SBE/HUB/WOSB - Small, HUB, Woman Owned</td>
<td>Danny Lowe</td>
<td>(512) 997-1401</td>
<td><a href="mailto:danny@getanedgeup.com">danny@getanedgeup.com</a></td>
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<tr>
<td>Office Essentials</td>
<td>St. Louis, Missouri</td>
<td>(1) Kansas City, MO</td>
<td>2</td>
<td>SBE - Small</td>
<td>Kate Dougherty</td>
<td>(314) 432-4666</td>
<td><a href="mailto:kdougherty@oeistl.com">kdougherty@oeistl.com</a></td>
</tr>
<tr>
<td>Office Express</td>
<td>Troy, Michigan</td>
<td></td>
<td>1</td>
<td>WBE - Small</td>
<td>Anna Sinagra</td>
<td>(877) 795-2600</td>
<td><a href="mailto:annas@oexusa.com">annas@oexusa.com</a></td>
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<tr>
<td>Office Solutions</td>
<td>Yorba Linda, California</td>
<td>(2) Santa Fe Springs, CA &amp; Las Vegas, NV</td>
<td>3</td>
<td>SBE/MBE/WOSDB - Small, Minority, Woman Owned, Disadvantaged</td>
<td>Zoya Lister</td>
<td>(714) 696-7245</td>
<td><a href="mailto:zliester@officesolutions.com">zliester@officesolutions.com</a></td>
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<tr>
<td>Officewise Supply</td>
<td>Amarillo, Texas</td>
<td>(2) Lubbock &amp; Midland, TX</td>
<td>3</td>
<td>SBE/VOSB/HUB - Small, Veteran Owned, Hub Zone</td>
<td>Tommy Sansom</td>
<td>(806) 766-8888</td>
<td><a href="mailto:tsansom@officewiseco.com">tsansom@officewiseco.com</a></td>
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<td>Office360</td>
<td>Indianapolis, Indiana</td>
<td>(2) Mishawaka &amp; Richmond, IN</td>
<td>3</td>
<td>SBE - Small</td>
<td>Steve Nahmias</td>
<td>(317) 378-8618</td>
<td><a href="mailto:steve.nahmias@office3sixty.com">steve.nahmias@office3sixty.com</a></td>
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<td>Perimeter Office Products</td>
<td>Norcross, Georgia</td>
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<td>1</td>
<td>SBE - Small</td>
<td>Mike Evert</td>
<td>(800) 923-5780</td>
<td><a href="mailto:mevert@perimeterop.com">mevert@perimeterop.com</a></td>
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<td>Petter Business Systems</td>
<td>Paducah, Kentucky</td>
<td>(3) Hopkinsville, Owensboro, KY and Mt. Vernon, IL</td>
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<td>SBE - Small</td>
<td>Bruce Austin</td>
<td>(270) 575-5078</td>
<td><a href="mailto:baustin@petter-business.com">baustin@petter-business.com</a></td>
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<td>Porter’s Office Products</td>
<td>Rexburg, Idaho</td>
<td>(2) Pocatello, ID - Logan, UT</td>
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<td>SBE - Small</td>
<td>Mark Porter</td>
<td>(208) 356-4616</td>
<td><a href="mailto:mwporter@portersop.com">mwporter@portersop.com</a></td>
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<td>Preferred Office Products</td>
<td>Dallas, Texas</td>
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<td>SBE/VOSB - Small, Veteran Owned</td>
<td>Andrew Atkinson</td>
<td>(214) 358-1200</td>
<td><a href="mailto:andrewa@popexpress.com">andrewa@popexpress.com</a></td>
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<td>Ritter’s Office Outfitters</td>
<td>Columbus, Ohio</td>
<td>(2) Mansfield &amp; Willoughby, OH</td>
<td>3</td>
<td>SBE - Small</td>
<td>Gordon Pepper</td>
<td>(614) 895-2071</td>
<td><a href="mailto:gpepper@charlesritter.com">gpepper@charlesritter.com</a></td>
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<td>Rudolph’s Office Supply</td>
<td>Baltimore, Maryland</td>
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<td>SBE/WOSB - Small, Woman Owned</td>
<td>Christina Ensley</td>
<td>(410) 931-4150</td>
<td><a href="mailto:censley@rudolphsupply.com">censley@rudolphsupply.com</a></td>
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<tr>
<td>Sandia Office Supply</td>
<td>Albuquerque, New Mexico</td>
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<td>1</td>
<td>SBE/MBE - Small, Minority Owned</td>
<td>Todd Sandoval</td>
<td>(505) 341-4900</td>
<td><a href="mailto:todd@sosnm.com">todd@sosnm.com</a></td>
</tr>
<tr>
<td>Smith &amp; Butterfield</td>
<td>Evansville, Indiana</td>
<td>(8) Boulder &amp; Grand Junction, CO - Norcross, GA - Casper, Cheyenne, Gillette, Laramie &amp; Sheridan, WY</td>
<td>9</td>
<td>SBE - Small</td>
<td>Teri Barnes</td>
<td>(812) 422-3261</td>
<td><a href="mailto:tbarnes@smithbutterfield.com">tbarnes@smithbutterfield.com</a></td>
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<td>Source Office Products</td>
<td>Golden, Colorado</td>
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<td>SBE - Small</td>
<td>Sam Winfrey</td>
<td>(303) 964-8100</td>
<td><a href="mailto:sam@sourceot.com">sam@sourceot.com</a></td>
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<td>Stationers, Inc.</td>
<td>Huntington, West Virginia</td>
<td></td>
<td>1</td>
<td>SBE - Small</td>
<td>Jennifer Walters</td>
<td>(304) 528-2780</td>
<td><a href="mailto:jwalters@champion-industries.com">jwalters@champion-industries.com</a></td>
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<tr>
<td>Storey Kenworthy</td>
<td>Des Moines, Iowa</td>
<td>(8) Ames, Decorah, Cedar Rapids, Fort Dodge, Marshalltown, Mason City, Spirit Lake, &amp; Waterloo, IA</td>
<td>9</td>
<td>SBE - Small</td>
<td>John Kenworthy</td>
<td>(515) 558-6073</td>
<td><a href="mailto:jkenworthy@storeykenworthy.com">jkenworthy@storeykenworthy.com</a></td>
</tr>
<tr>
<td>Strickland Companies</td>
<td>Birmingham, Alabama</td>
<td>(5) Huntsville, Mobile &amp; Montgomery, AL - Pensacola, FL - Columbus, MS</td>
<td>6</td>
<td>SBE/WOSB - Small, Woman Owned</td>
<td>Kim Crook</td>
<td>(205) 798-3000</td>
<td><a href="mailto:kcrook@stricklandbp.com">kcrook@stricklandbp.com</a></td>
</tr>
<tr>
<td>Suburban Stationers</td>
<td>Middleton, Connecticut</td>
<td></td>
<td>1</td>
<td>WOSB</td>
<td>Bob Shulman</td>
<td>(860) 347-0299</td>
<td><a href="mailto:bobs@suburbanop.com">bobs@suburbanop.com</a></td>
</tr>
<tr>
<td>Tejas Office Products,</td>
<td>Houston, Texas</td>
<td></td>
<td>1</td>
<td>SBE/MBE/VOSB/ 8A/Hub - Small, Minority, Veteran Owned, Disadvantaged, Hub Business</td>
<td>Alisa Fraga-Kautzmann</td>
<td>(713) 802-4553</td>
<td><a href="mailto:alisak@tejasoffice.com">alisak@tejasoffice.com</a></td>
</tr>
<tr>
<td>The Chapman Printing Co.</td>
<td>Lexington, Kentucky</td>
<td>(1) Charleston, WV</td>
<td>2</td>
<td>SBE - Small</td>
<td>Jennifer Walters</td>
<td>(304) 528-2780</td>
<td><a href="mailto:jwalters@champion-industries.com">jwalters@champion-industries.com</a></td>
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<tr>
<td>The Office City</td>
<td>Hayward, California</td>
<td>(5) Richmond, Los Banos, Mariposa, Merced &amp; Stockton, CA</td>
<td>6</td>
<td>SBE - Small</td>
<td>Bill Jones</td>
<td>(650) 385-2631</td>
<td><a href="mailto:billj@theofficecity.com">billj@theofficecity.com</a></td>
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<tr>
<td>TSRC, Inc.</td>
<td>Ashland, Virginia</td>
<td></td>
<td>9</td>
<td>SBE/WOSB - Small, Woman Owned</td>
<td>Dutch Jones</td>
<td>(804) 412-2748</td>
<td><a href="mailto:djones@tsrcinc.com">djones@tsrcinc.com</a></td>
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<tr>
<td>The Weeks Lerman Group,</td>
<td>Maspeth, New York</td>
<td></td>
<td>1</td>
<td>SBE - Small</td>
<td>Sidney Lerman</td>
<td>(718) 803-4800</td>
<td><a href="mailto:sid@weekslerman.com">sid@weekslerman.com</a></td>
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<tr>
<td>V-Quest Office Supply</td>
<td>Georgetown, Texas</td>
<td></td>
<td>1</td>
<td>SBE/WOSB- HUB - Small, Woman Owned, HUB Business</td>
<td>Tara Brown</td>
<td>(512) 763-8800</td>
<td><a href="mailto:tara@v-questtx.com">tara@v-questtx.com</a></td>
</tr>
<tr>
<td>Warehouse Direct</td>
<td>Chicago, Illinois</td>
<td></td>
<td>1</td>
<td>SBE - Small</td>
<td>John Moyer</td>
<td>(847) 631-7102</td>
<td><a href="mailto:johnmoyer@warehousedirect.com">johnmoyer@warehousedirect.com</a></td>
</tr>
<tr>
<td>Wist Office Products</td>
<td>Tempe, Arizona</td>
<td></td>
<td>1</td>
<td>SBE - Small</td>
<td>Ian Wist</td>
<td>(480) 921-2900</td>
<td><a href="mailto:ianw@wist.com">ianw@wist.com</a></td>
</tr>
<tr>
<td>World Class Business Products</td>
<td>New York City, New York</td>
<td></td>
<td>1</td>
<td>SBE - Small</td>
<td>Victor Diaso</td>
<td>(718) 472-7300</td>
<td><a href="mailto:vdiaso@wcbus.com">vdiaso@wcbus.com</a></td>
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<tr>
<td>Yuletide Office Supply</td>
<td>Memphis, Tennessee</td>
<td></td>
<td>1</td>
<td>SBE - Small</td>
<td>Chris Miller</td>
<td>(901) 372-8588</td>
<td><a href="mailto:chrismiller@yuletideop.com">chrismiller@yuletideop.com</a></td>
</tr>
</tbody>
</table>

Total US Locations: 191
Define your standard terms of payment.

NET 30 DAYS (non-credit card purchases). Any other payment terms are negotiable.

Who is your competition in the marketplace?

At present, our major competitors are Staples, Office Depot, and WB Mason (in the North East). There are also some non AOPD member independent dealers in various markets that are AOPD competitors.

What differentiates your company from competitors?

AOPD’s service capabilities and program customization are the two distinct differentiators that set us above our competitors. AOPD provides a much higher level of service to our Business Partners on an everyday basis. By providing personal customer service support, branded products and the ability to create customized program offerings, AOPD is able to exceed customer expectations. The dealer members of AOPD are empowered to make decisions at the dealership level and do not have to wait for approval from a corporate location or decision maker in another city/state. The local AOPD dealers are therefore able to offer quick response to any service request to satisfy our Business Partners’ requirements.

Describe how your company will market this contract if awarded.

AOPD has had the pleasure of being the NCPA contract holder for the past 5 years. Through that time, we have developed a very effective go to market strategy that supports all the inherent goals and objectives of the NCPA program.

The overall value of a continued relationship with AOPD is simply that all the “heavy lifting” is done. Through our association with NCPA over the past five years, we have developed highly effective and comprehensive go to market strategies that have resulted in great success through our combined efforts.

Based on our gained experience, we have developed the best strategies for addressing existing and potential business partners. Our current and go forward implementation objectives are as follows:

- All AOPD dealer members are provided with the appropriate contract information, price schedules and tools necessary to market and engage
- All AOPD dealer members have been trained to assure full understanding of the contract, its value adds and implementation strategies/requirements
- All AOPD dealers are linked to AOPD HQ via Acsellerate to support the necessary sales
management and sales data reports required to support the contract

♦ AOPD has provided all dealer members the appropriate marketing collateral to engage in customer awareness and presentation campaigns
♦ All AOPD dealer members can provide an extensive online reporting tool to business partners (CXI Intelligence) enabling business partners to view their total and overall purchasing activities online
♦ All AOPD dealer members understand the value of business reviews and the ‘re-selling” of the NCPA agreement to their business partners
♦ All dealers understand the value in providing custom program offerings to business partners to meet their individual business requirements
♦ AOPD has added the staff resource of a Director of Business Development, who is responsible for the overall sales and marketing activities of the NCPA agreement

♦ Describe how you intend to introduce NCPA to your company.

The value of an extended relationship with AOPD is that through our servicing the contract for the past five years, the NCPA contract is now a part of our sales culture throughout our entire organization. Rather than an introduction, we will provide a refresh announcement, indicating any updates to the existing agreement with NCPA.

NCPA has been and continues to be AOPD’s fastest growing and substantial contract. Our entire network of dealers are extremely versed with the contract and will continue to promote it without interruption, provided an award is received.

Through a re-award of the contract to AOPD, you can be assured of a seamless rollover into the new contract terms, without interruption.

♦ Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.

Every AOPD dealer website has on-line purchasing as a standard offering for their customers to utilize an easy ordering process. The AOPD dealers’ on-line purchasing programs offer a fully functional website complete with a customized and net-priced Internet catalog. AOPD customers can manage their supply purchases using various approval levels and notifications that show complete pricing and product information, and the order history for their account(s).

Flexibility is vital to our success. As our customer’s requirements and order entry programs and technology changes, the AOPD dealers upgrade programs to match these changes. What won’t change is the level of local service we provide.

Customers are offered a variety of functionality settings in their set up as an AOPD customer. These include custom product lists for easy ordering, product(s) blocking, approval levels, order tracking capabilities, easy returns, invoicing/payment methods, and reporting.

Some of the additional features of the AOPD dealers’ order entry programs are:

➢ Ability to order for multiple cost centers and/or departments and ship to addresses...
Quick order items from favorites list
Contract items can be set up as first source or to come up first in search
Save shopping carts to add more products or submit later
View cart, to see or print what is in the cart...add or delete, save again or submit

All orders are entered into, tracked through, invoiced, and reported from our dealers’ computer systems. This gives you a completely auditable ordering program.
Each NCPA customer will receive their own login(s) and specific ordering instructions, including diagrams, from their local AOPD member. Personal training is also available if needed.

♦ Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)

AOPD’s program allows our entire membership to participate in servicing contract customers across the country. The points of customer service and maintenance are managed through AOPD and carried out by the AOPD members. One of our strengths is local customer service; we call this Local Service, Nationwide. The service point of contact for NCPA customers will therefore be the local customer service teams at the AOPD members servicing the respective locations. AOPD local customer service teams are responsible for understanding and supporting contract accounts including order entry requirements, delivery specifications, invoicing methods and preferred product choices.

NCPA customers can expect the same higher level of excellent service that all AOPD customers receive. The average experience level for customer service representatives at AOPD member companies is over 20 years.

AOPD customer service teams have extensive knowledge of current office supply items as well as a familiarity with products from 20+ years ago. They are able to recommend alternatives for discontinued items, suggest items more suitable for a particular task (e.g. such as a particular marker for a white board, rather than a non-erasable marker), and question possible incorrect orders to prevent delay in receiving the correct item (e.g. an end user orders letter size file folders but needs legal size hanging folders). This proactive approach saves the customer time and money.

The local customer service team size will be based on the size of the customer and their respective service requirements. Every customer is assigned to one or more Customer Service Representatives with back up CSR’s to provide assistance and cover absenteeism.

Customer Service Representatives are available to purchasers via phone (toll free numbers will be provided where needed), fax, and/or email. Additionally, AOPD dealers offer “live chat” which enables end users to quickly communicate via the Internet with their local customer service representatives. There will be a local customer service representative available from 0700 to 1800 hours Monday through Friday.
Green Initiatives

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, and ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

AOPD is committed to important social and environmental initiatives and incorporates this leadership into its offerings to customers. AOPD has clearly identified categories where green products are available in building proposals, contract item listings, and catalogs for companies and customers who are environmentally conscientious.

We offer a range of green options from Energy Star products to EPA green-classified products and Sustainable Forestry Initiative products. Green products are available from a wide variety of manufacturers offering products in categories such as copier papers, filing products, file storage boxes, cleaning products, desk accessories, Post It products and toner and ink products. AOPD identifies each in our catalog with important information, including those which meet criteria for post-consumer waste and total recycled content according to the EPA.

AOPD dealers all offer recycling programs for toner and ink cartridge products. If a NCPA customer has used toner or inkjet cartridges they'd like to recycle, all they need to do is put the used cartridge in the new cartridge box, affix the accompanying recycle label, and give them to their delivery driver when the next delivery is made. The cartridges will be recycled and reused, saving them from being dumped in a landfill.

The efforts of AOPD are supported by programs and initiatives created and offered by our manufacturer Business Partners. Information about green initiatives and programs offered by the AOPD manufacturer Business Partners are accessible on AOPD dealer websites. AOPD dealers also work with customers to shrink the overall carbon footprint resulting from procurement processes. Larger customers may request that regular orders are bundled and delivered on specified delivery days. This allows the dealer to condense the deliveries made to the customer’s site, thus reducing the greenhouse emissions resulting from the operation of delivery vehicles. It is to be noted that this is a suggestion and that AOPD would never compromise services to our customers. If a customer needs a product next day, the dealer will of course comply with the customer’s request for next day delivery.
Vendor Certifications (if applicable)

➢ Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

AOPD dealers are all considered to be small businesses by the SBA. Additionally, many of the AOPD dealers are certified under various other socioeconomic designations and some dealers carry multiple socioeconomic designations. AOPD does not have copies of the dealers’ certification documents but they would be available from each of the individual dealers. Here is a breakdown of the socioeconomic designations that we have listed for the 70 U.S. dealer members.

SBE – 70

MBE – 6

WBE – 19

HUB Zone – 8

VOSB – 5

SDVOSB - 2
Tab 5 – Products and Services

♦ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

♦ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

- **Office Supplies** - **YES to all in this category**
  - Basic Supplies
  - Binders and Accessories
  - Filing and Storage
  - Mailing, Shipping and Envelopes
  - Pens, Pencils and Markers

- **Paper** - **YES to all in this category**
  - Art and Craft Paper
  - Copy and Print Paper
  - Notebooks and Journals

- **Ink and Toner** - **YES to all in this category**

- **Break Room** - **YES to all in this category**
  - Appliances
  - Water, Soda, Juice, Coffee, Tea, Food and Candy
  - Cups and Plates

- **Cleaning** - **YES to all in this category**
  - Cleaning Chemicals and Equipment
  - Hand Soap and Sanitizers
  - Restroom Supplies
  - Wastebaskets and Trash Bags

- **Furniture** - **YES to all in this category**
  - Bookcases
  - Desks and Workstations
  - File Cabinets
  - Office Chairs and Seating

- **Technology** - **YES to all in this category**
  - Computer Accessories
  - Monitors and Projectors
  - Data Storage and Media
  - Printers, Scanners, Copiers and Fax

- **Print Services** - **YES to all in this category**
  - Custom Printing
  - Security Solutions
  - Promotional Products
Office Supply Requirements

- Describe your company’s ability to meet the following specifications. Bidders will respond to each item by checking Comply or Deviate box. No bid items shall be marked as such in the Deviate box.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Comply</th>
<th>Deviate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor shall provide a broad based line of office products of at least 10,000 items in available inventory.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>All products shall be new and of high quality. Products that are re-filled or re-manufactured will be labeled as such.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>The vendor’s catalog shall include a variety of major manufacturers of the specified products and services. Office supplies shall comprise at least 80% of catalog products.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>The catalog shall contain a minimum of 10,000 items.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Private label products may be offered. Any change of manufacturers of a private label during the term of the contract will result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Vendor shall have an electronic on-line catalog, including shopping cart capabilities, for order entry use by the members. Features include: product lookup that shows contract price; ability to set purchasing authorization limits; ability to download order and invoice history reports.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Orders of stocked products will be shipped within 48 hours of receipt of order. The participating entity shall be notified by the vendor if the product ordered cannot be shipped within this time period to give the member the opportunity to secure product elsewhere.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Contractor will maintain a minimum monthly average fill rate of 95%. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>No “restocking” fees may be collected on items cancelled for failure to be delivered within the specified time frame.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Products sold under the contract must be guaranteed by the contractor for a minimum of one year. With the exception of clearly identified special order items, all merchandise sold under the contract shall be subject to exchange or refund.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>The minimum dollar value of an order delivered to a single location shall be no more than $50.00, unless a different amount is required by a member agency.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Orders not filled and partials shall be indicated on the packing list. Vendor shall inform member of anticipated delivery date for unfilled and partial orders.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the member's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>General office supplies shall include, but not be limited to, pencils, pens, markers, and other writing instruments; correction fluid, tape, film and other correction products; tape, glue, paste and other adhesives; staplers, staples, paper clips, and paper clamps; permanent and removable self-adhesive, moisten and stick, colored and clear, and specialty labels; standard file folders, hanging file folders, floor and desktop file cabinets, trays, containers, and organization systems.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Calculators shall include, but not be limited to electronic handheld, desktop and scientific printing and non-printing calculators.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Paper products shall include, but not be limited to white and color copy and duplicator paper; linen office papers; envelopes; index cards; writing pads; composition books; loose-leaf paper; card and cover stock; and other paper supplies.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous equipment shall include, but not be limited to paper shredders, electric and mechanical pencil sharpeners, clocks, radios, wastebaskets, and labeling equipment.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Specialty equipment and supplies shall include, but not be limited to signs, nameplates, name badges, computer carrying cases, briefcases, and housekeeping supplies.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Vendor will provide various Copy and Print Services</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Vendor will provide E-Commerce for Print orders. Ability to send the orders electronically and either pick them up or have them delivered.</td>
<td>X Available in some areas</td>
<td></td>
</tr>
<tr>
<td>Vendor will have the ability to print collate, and either staple or bind the materials.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Vendor will have the ability to turn around within 24 hours for certain copy and print jobs</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Vendor will have the ability to print business cards and turn around within 5-7 days.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Vendor will have the ability to Accept Purchase order for Print and Copy Services</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Vendor will have the ability to ship materials via UPS, Fed Ex or Common Carrier. These materials can include copy or printed materials but may also include materials brought to the vendor’s facility for shipping.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Vendor will provide a discount below the standard retail rate for Print, Copy, and Ship materials.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Vendor will include Promotional Materials in the catalogues for the members.</td>
<td>X By some dealers</td>
<td></td>
</tr>
<tr>
<td>The Promotional Materials will include discounts below standard retail rate</td>
<td>X Pricing negotiable</td>
<td></td>
</tr>
<tr>
<td>The Vendor will have the ability to provide Office Furniture and Chairs of various manufacturers.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>The Vendor will have experience with ordering and installing furniture orders.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>The Vendor will be able to provide Furniture pricing within 2% of GSA pricing.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>The Vendor will match or lower any pricing of comparable contracts with similar volume. IE every year the volume discounts may go lower to the agencies as the volume of the program goes up.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>The Vendor will honor pricing and will not have “Floors” in their pricing. This includes fixed prices and discounts of catalogues.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Vendors that have storefronts will have a process to register an entity’s P-Cards to ensure the entity is getting the contract price or the store price, whichever is the lowest.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Vendor is not being investigated for Overcharging by any State or Federal Agency.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Vendor will notify NCPA of any changes in ownership and the vendor will notify any entity requesting this information.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Vendor may request NCPA sign a non-disclosure agreement until such change in ownership is complete.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Vendor acknowledges that NCPA has the right to terminate its contract with the vendor upon change of ownership at its sole discretion.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Vendor will notify NCPA of any changes in financial stability including changes in debt ratings. Vendor will notify NCPA of any supplier putting credit holds upon the vendor and why such hold is in place. Vendor may request NCPA sign a non-disclosure agreement regarding this matter.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Vendor will supply NCPA a performance bond upon request to ensure its members will be supplied by vendor under this contract. (NCPA may or may not request this at its sole discretion) Availability upon request.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>If a Performance bond is requested the Bonding company will be licensed to do business in Texas and NCPA will have sole discretion upon acceptance of the bonding company.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Upon request Vendor will supply a Performance Bond will be equal to the amount of 12 months of volume under the vendor and NCPA program.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Vendor will supply NCPA a payment bond upon request to ensure its members will be supplied by vendor under this contract.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>If a Performance bond is requested The Bonding company will be licensed to do business in Texas and NCPA will have sole discretion upon acceptance of the bonding company. (NCPA may or may not request this at its sole discretion) Negotiable between dealers and buying entities.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Upon request Vendor will supply a Payment Bond that will be equal to the amount of 3 months of volume under the vendor and NCPA program.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Upon Request Vendor will offer a rebate program to agencies that meet certain minimum ordering requirements.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Vendor can submit an alternate pricing methodology allowing Participants to develop their own core list of fixed prices of 100 items, 200 items, &amp; 300 items.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Vendor can submit an alternate pricing methodology allowing Participants to develop their own core list of a percentage discount of 100 items, 200 items, &amp; 300 items.</strong></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
Tab 7 – Pricing

♦ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc.). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent’s products and services (Tab 5) that are available and also establish pricing per item.

♦ Price lists must contain the following:
  ➢ Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  ➢ Description
  ➢ Vendor’s List Price
  ➢ Percent Discount to NCPA participating entities

♦ Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

♦ Not To Exceed Pricing
  ➢ NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.
  ➢ The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  ➢ NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

The non-core extended catalog is contained on the accompanying USB’s, as instructed

Confidentiality Statement

All items and prices listed in the market basket and the accompanying Not To Exceed Pricing Catalog, including those marked with a ++, are requested to be held as confidential and subject to exception to The Open Records Act under section 552.104(a) Information Relating to Competition or Bidding as outlined on pages 86 and 87 of the Texas Public Information Handbook, 2016. Release of specific proprietary pricing information would provide an advantage to competition.
Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

**AOPD EXPERIENCE AND KNOWLEDGE**

Of the value adds listed below, one of the most significant is the fact that for the past five years, AOPD and NCPA have built a strong, solid, and mutually beneficial relationship.

From the initial award of the NCPA agreement, AOPD has proven success on a continued basis. The contract has grown to a significant level and the overall NCPA member satisfaction is very high. There is great value in extending a relationship that has and continues to be proven successful.

One key factor in the overall analysis of the agreement is to consider the cost of conversion. In some cases, vendor conversion can reach as high as 15%.

The value add through the relationship with AOPD is simply that everything is currently in place to assure future success. Through a future award of the agreement, AOPD will continue to service the NCPA membership (and new opportunities) in a prompt, efficient, effective and cost savings manner, with no vendor change or service disruption.

**Recycled and Green Products for responsible conservation**

AOPD dealers have made a significant effort and commitment to providing environmentally friendly office supplies. Our manufacturer suppliers offer many globally friendly, and EPA approved product choices to minimize the impact on our planet home. Here are some of the categories of green products offered to consumers who are looking to choose sustainable supplies.

**Paper**

Paper is the most common product and commodity that can be, in many cases, made from recycled materials. Paper is used in all offices for everything from printing and filing, to products used in break rooms and restrooms. Every year even a small office uses hundreds of pounds of paper. The manufacturers of copier and printer papers offer numerous green and recycled content paper products for specific purposes.

*The following page lists some examples of other paper products made from various levels of recycled content.*
Calendars/planners, file cards, mailers, binders are available with 10% to 30% recycled-content and some

File folders, manila, pressboard and classification folders exceed 30%

Self-stick note, notebooks, envelopes, easel pads and ad rolls are made from 30% to 100% recycled content

Note pads utilize 40% or 50% recycled-paper content

Accordion" files (up to 100%), corrugated storage boxes (65%), and stackable reinforced-paper storage drawers (35%...and there is much more

The purchase of break room and restroom papers, made with recycled content...hand towels, kitchen-towel rolls, facial tissues, and toilet tissue... are additional opportunities for offices to go green.

Other Environmentally Friendly Products

Remanufactured Toner and Printer Cartridges

An estimated 500 million laser and printer cartridges are produced each year. Tens of millions of these cartridges are recycled and are getting multiple service lives out each cartridge. The use of remanufactured toner cartridges helps the environment by removing up to 3 lbs. of waste, per cartridge...waste that would otherwise go to a landfill.

Recycling programs are offered free by several manufacturers, including Hewlett Packard. Brother has also come out with a toner saver mode to extend the lifespan of cartridges.

Plastics

Long term use products such as vinyl binders, letter trays and organizers, clip boards, and even staplers are available made with 20% to 100% recycled content. Pens and writing instruments, highlighters and markers, are available in a variety of types made with up to 82% recycled plastic content. These products write with acid-free nontoxic ink.

For the break room, drink cups and lids made from recycled plastic or compostable corn-based plastic and trash bags made of biodegradable plastic are available from the AOPD dealers.

Rechargeable Batteries

Batteries are used in many offices for everything from adding machines and wall clocks to cameras, tape recorders, and smoke detectors. These batteries, if discarded, just add more toxic waste to our landfills. Rechargeable batteries are a smart and easily available alternative. Energizer batteries with wall plug-in chargers can charge 4 AA or AAA batteries in just 15 minutes.

Metal Products

Manufacturers are offering desktop accessories such as slant racks, lock boxes, vertical organizers and sorting racks, made from an average of 30% recycled content. Consider the common used paper clip... you can now buy paper clips made from scrap metal, many are made using up to 100% recycled metal.
Fluorescent Bulbs
♦ Compact fluorescent light bulbs with their now characteristic "spiral-twisted top" are being used more and more in eco-friendly business offices. These energy-saving light bulbs offer a long lifespan of up to 12,000 hours each, and, unlike standard light bulbs, give off more light than heat.

Cleaning Products
♦ Cleaning products can contain toxic ingredients or petroleum-based solvents capable of emitting fumes into the atmosphere, or the air in your office. Today there are smart and effective natural alternatives to chemicals used in cleaning products. These kitchen/bathroom cleaners, degreasers and floor/carpet cleaners, soaps and hand cleaners are available made with lemon oil, coconut-based cleaning agents, corn-based alcohol and neutral-pH surfactants.

Departmental and Desktop Delivery
♦ All of the AOPD dealers’ delivery drivers currently provide departmental delivery for large customers that require this service. AOPD delivery drivers have many years of experience performing and it is always done in a very efficient and accurate manner.

In special circumstances desktop delivery service can be negotiated between customers and the AOPD dealers. Desktop delivery is not always practical and can be disruptive in certain office environments. Desktop delivery is therefore not offered as a standard service but can be discussed for viability between customers and the AOPD dealers.

Structured Delivery
AOPD dealers are able to provide next day service to most non-metropolitan areas as long as orders are received by 4 pm. Additional discounts can be negotiated if a customer agrees to a structured delivery plan.

♦ These plans are set up to offer a customer a set delivery pattern, say for instance, deliveries only on Tuesday and Thursday mornings. By agreeing to limited deliveries, the customer is not only reducing air pollution, but they are cutting delivery time and the amount of fuel needed to deliver products every day, which directly helps the dealers.

♦ Single location delivery for larger locations is also a time and energy saver and is another structured delivery option. The savings realized by utilizing structured delivery plans can be passed on to the customer in the form of reduced prices and discounts.
Get acquainted with AOPD

We want NCPA customers to notice AOPD immediately, so as a part of a get acquainted campaign we will offer:

1. An additional 1% rebate for orders of $250.00 or more over the first three month period a new customer utilizes the AOPD NCPA Program.
2. Guaranteed savings over current program of at least 7% during the first year as long as the customer accepts our recommended subs (includes rebates).

Catalogs and Program Support Collateral

Over the past several years, there has been a push for our industry to reduce the amount of printed catalogs and sales collateral from a sustainability perspective. At the same time, AOPD recognizes the fact that some customers still prefer the use of printed catalogs to support their ordering process.

In the event any customer would like to receive printed catalogs and collateral, AOPD will provide them at no additional cost to the NCPA participating member(s).

Vendor Managed Inventory

While the trend in the office products industry is to implement stockless purchasing arrangements whenever possible, AOPD recognizes that there are some business partners that require the use of an on-site inventoried area to support their office products program.

Through our value-added program offerings, in the event any participating NCPA member has a stocking requirement, AOPD will offer the services of our members dealers to provide a dealer managed inventory system within the NCPA participants facility.

Through this offering, the AOPD dealer member will actually handle all aspects of the inventory levels, replenishment and organization of the stock area. This service will be provided on a case by case basis, through dialog with the NCPA participant.
Tab 9 – Required Documents

♦ Clean Air and Water Act / Debarment Notice
♦ Contractors Requirements
♦ Antitrust Certification Statements
♦ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
♦ Required Clauses for Federal Assistance by FTA
♦ State Notice Addendum
Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

<table>
<thead>
<tr>
<th>Potential Vendor</th>
<th>American Office Products Distributors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name</td>
<td>D. Mark Leazer</td>
</tr>
<tr>
<td>Address</td>
<td>1652 E. Main St. – Suite 220</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>St. Charles, IL 60174</td>
</tr>
<tr>
<td>Authorized signature</td>
<td>D. Mark Leazer</td>
</tr>
<tr>
<td>Date</td>
<td>April 18, 2017</td>
</tr>
</tbody>
</table>
Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature ____________________________ D. Mark Lozier
Date ____________________________ April 18, 2017
I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name: American Office Products Distributors, Inc.
Address: 1652 E. Main St. – Suite 220
City/State/Zip: St. Charles, Il 60174
Telephone No.: 630-761-0600
Fax No.: 630-761-0691
Email address: mark@aopd.com
Printed name: D. Mark Leazer
Position with company: Executive Director
Authorized signature: D. Mark Leazer
If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
   a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
   b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
   c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
   d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
   e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
   f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

4) Pursuant to 44 CFR 13.36(i) (7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
   a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
   a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
      1) The copyright in any work developed under a grant or contract; and
      2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7) Pursuant to 44 CFR 13.36(i) (10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.
Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i) (11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS


2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. **Segregated Facilities.** Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor’s control where segregated facilities are maintained. As used in this certification the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor’s obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) **Sanctions of Non-Compliance.** In the event of Contractor’s non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

**DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) **Non-Discrimination Assurances.** Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor’s receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor’s work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

**ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

**FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this Contract.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government’s express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

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<tr>
<th>No.</th>
<th>Cities, Towns, Villages and Boroughs in Oregon</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CEDAR MILL COMMUNITY LIBRARY</td>
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<tr>
<td>2</td>
<td>CITY COUNTY INSURANCE SERVICES</td>
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<tr>
<td>3</td>
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<td>4</td>
<td>CITY OF ALBANY</td>
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</table>

No. Counties and Parishes

1 ASSOCIATION OF OREGON COUNTIES
2 BENTON COUNTY
3 CLACKAMAS COUNTY DEPT OF TRANSPORTATION
4 CLATSOP COUNTY
5 COLUMBIA COUNTY, OREGON
6 COOS COUNTY HIGHWAY DEPARTMENT
7 CROOK COUNTY ROAD DEPARTMENT
No. Higher Education

1 BIRTHINGWAY COLLEGE OF MIDWIFERY
2 BLUE MOUNTAIN COMMUNITY COLLEGE
3 CENTRAL OREGON COMMUNITY COLLEGE
4 CHEMEXETA COMMUNITY COLLEGE
5 CLACKAMAS COMMUNITY COLLEGE
6 COLUMBIA GORGE COMMUNITY COLLEGE
7 GEORGE FOX UNIVERSITY
8 KLAMATH COMMUNITY COLLEGE DISTRICT
9 LANE COMMUNITY COLLEGE
10 LEWIS AND CLARK COLLEGE
11 LINFIELD COLLEGE
12 LINN-BENTON COMMUNITY COLLEGE
13 MARYHURST UNIVERSITY
14 MT. HOOD COMMUNITY COLLEGE
15 MULTNOMAH BIBLE COLLEGE
16 NATIONAL COLLEGE OF NATURAL MEDICINE
17 NORTHWEST CHRISTIAN COLLEGE
18 OREGON HEALTH AND SCIENCE UNIVERSITY
19 OREGON UNIVERSITY SYSTEM
20 PACIFIC UNIVERSITY
21 PORTLAND COMMUNITY COLLEGE
22 PORTLAND STATE UNIV.
23 REED COLLEGE
24 ROGUE COMMUNITY COLLEGE
25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
26 TILLAMOOK BAY COMMUNITY COLLEGE
27 UMPQUA COMMUNITY COLLEGE
28 WESTERN STATES CHIROPRACTIC COLLEGE
29 WILLAMETTE UNIVERSITY
30 ARGOSY UNIVERSITY
31 BRIGHAM YOUNG UNIVERSITY - HAWAII
32 COLLEGE OF THE MARSHALL ISLANDS
33 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
34 UNIVERSITY OF HAWAII AT MANOA

No. K - 12
1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
3 BAKER SCHOOL DISTRICT 5-J
4 BANDON SCHOOL DISTRICT
5 BANKS SCHOOL DISTRICT
6 BEAVERTON SCHOOL DISTRICT
7 BEND / LA PINE SCHOOL DISTRICT
8 BEND-LA PINE SCHOOL DISTRICT
9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
10 CANBY SCHOOL DISTRICT
11 CANYONVILLE CHRISTIAN ACADEMY
12 CASCADE SCHOOL DISTRICT
13 CASCADES ACADEMY OF CENTRAL OREGON
14 CENTENNIAL SCHOOL DISTRICT
15 CENTRAL CATHOLIC HIGH SCHOOL
16 CENTRAL POINT SCHOOL DISTRICT NO. 6
17 CENTRAL SCHOOL DISTRICT 13J
18 CLACKAMAS EDUCATION SERVICE DISTRICT
19 COOS BAY SCHOOL DISTRICT
20 COOS BAY SCHOOL DISTRICT NO.9
21 COQUILLE SCHOOL DISTRICT 8
22 COUNTY OF YAMHILL SCHOOL DISTRICT 29
23 CRESSWELL SCHOOL DISTRICT
24 CROSSROADS CHRISTIAN SCHOOL
25 CULVER SCHOOL DISTRICT NO. 6
26 DALLAS SCHOOL DISTRICT NO. 2
27 DAVID DOUGLAS SCHOOL DISTRICT
28 DAYTON SCHOOL DISTRICT NO.8
29 DE LA SALLE N CATHOLIC HS
30 DESCHUTES COUNTY SD NO.6 - SISTERS SD
31 DOUGLAS COUNTY SCHOOL DISTRICT 116
32 DOUGLAS EDUCATION SERVICE DISTRICT
33 DUFRUR SCHOOL DISTRICT NO.29
34 EKLTON SCHOOL DISTRICT NO.34
35 ESTACADA SCHOOL DISTRICT NO.108
36 FOREST GROVE SCHOOL DISTRICT
37 GASTON SCHOOL DISTRICT 511J
38 GEN CONF OF SDA CHURCH WESTERN OR
39 GLADSTONE SCHOOL DISTRICT
40 GLENDALE SCHOOL DISTRICT
41 GLIDE SCHOOL DISTRICT NO.12
42 GRANTS PASS SCHOOL DISTRICT 7
43 GREATER ALBANY PUBLIC SCHOOL DISTRICT
44 GRESHAM-BARLOW SCHOOL DISTRICT
45 HARNEY COUNTY SCHOOL DIST. NO.3
46 HARNEY EDUCATION SERVICE DISTRICT
47 HEAD START OF LANE COUNTY
48 HERITAGE CHRISTIAN SCHOOL
49 HIGH DESERT EDUCATION SERVICE DISTRICT
50 HOOD RIVER COUNTY SCHOOL DISTRICT
51 JACKSON CO SCHOOL DIST NO.9
52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
53 JEFFERSON SCHOOL DISTRICT
54 KLAMATH FALLS CITY SCHOOLS
55 LA GRANDE SCHOOL DISTRICT
56 LAKE OSWEGO SCHOOL DISTRICT 7J
57 LANE COUNTY SCHOOL DISTRICT 4J
58 LANE COUNTY SCHOOL DISTRICT 69
59 LEBANON COMMUNITY SCHOOLS NO.9
60 LINCOLN COUNTY SCHOOL DISTRICT
61 LINN CO. SCHOOL DIST. 95C - SCIO SD
62 LOST RIVER JR/SR HIGH SCHOOL
63 LOWELL SCHOOL DISTRICT NO.71
64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON E5
65 MCMINNVILLE SCHOOL DISTRICT NO.40
66 MEDFORD SCHOOL DISTRICT 549C
67 MITCH CHARTER SCHOOL
68 MOLALLA RIVER ACADEMY
69 MOLALLA RIVER SCHOOL DISTRICT NO.35
70 MONROE SCHOOL DISTRICT NO.1J
71 MORROW COUNTY SCHOOL DISTRICT
72 MULTISENSORY LEARNING ACADEMY
73 MULTISENSORY LEARNING CENTER
74 MULTISENSORY LEARNING CENTER
75 MULTISPORT LEARNING CENTER
76 NATIONAL COLLEGE OF NATURAL MEDICINE
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No. **Nonprofit & Other**

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<td>YOUNG’S RIVER LEWIS AND CLARK WATER DISTRICT</td>
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SUBJECT:
Consideration and possible action to approve an appropriation of $272,088.91 for year three of the City’s three-year Enterprise Agreement with Microsoft for Microsoft-branded software and services -- Chris Bryce, Director of Information Technology

ITEM SUMMARY:
This is the annual payment of the City’s Enterprise Agreement with Microsoft.

The City has standardized on the use of Microsoft Windows, Microsoft Office and other Microsoft software tools. With the ever-changing technology, the use of the Microsoft Enterprise Agreement is recommended as the most effective and economical means of managing licenses, email hosting, maintenance and new purchases of Microsoft products.

The Enterprise Agreement provides the City with licensing rights to install Microsoft products on City computer equipment, enables the IT Department to plan for enterprise upgrades to Microsoft software, utilizes Microsoft cloud services and provides Software Assurance. Software Assurance includes 24 x 7 technical support, access to the most current version of all applications, planning services, and technical training.

FINANCIAL IMPACT:
All items were budgeted during the FY 2019 budget process. Expenses in the amount of $272,088.91 will be recorded in account 570-5-0641-51-341 (IT Contracts – Annual Contracts).

FY 2019 amount is budgeted under account 570-5-0641-51-341. This Enterprise Agreement is procured through SHI Government Solutions, under the cooperative contract of the Texas Department of Information Resources (DIR), contract #DIR-TSO-4092.

SUBMITTED BY:
Chris Bryce, Director of Information Technology

ATTACHMENTS:

Quote
Hi,

I noticed that your Enterprise Agreement is coming up for renewal and an anniversary payment is due soon. I wanted to get this quote out in advance. Please review and let me know if you have any questions.

Thanks.

---

**Pricing Proposal**

| Quotation #: | 17414727 |
| Description: | Microsoft EA - 61473359 - Year 3 Payment |
| Created On: | Jul-11-2019 |
| Valid Until: | Aug-31-2019 |

---

**CITY OF GEORGETOWN**

**Greg Berglund**
P.O. BOX 409
ATT: ACCOUNTS PAYABLE DEP
GEORGETOWN, TX 78627
United States
Phone: (512) 930-3679
Fax: 
Email: Greg.Berglund@Georgetown.org

**Inside Account Manager**

**Jeff Rosen**
1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Send PO to: Texas@shi.com
Phone: 800-870-6079 ext 8686150
Fax: (512)732-0232
Email: Jeff_Rosen@shi.com

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**Click here** to order this quote

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All Prices are in US Dollar(USD)

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  Note: EA | 1 | $1,143.72 | $1,143.72 |
| 2 BingMapsKnwnUsr ALNG SubsVL MVL PerUsr Microsoft - Part#: T3V-00007  
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  Coverage Term: Sep-01-2019 – Aug-31-2020  
  Note: EA | 15 | $13.68 | $205.20 |
| 3 BztlkSvrEnt ALNG SA MVL 2Lic CoreLic Microsoft - Part#: F52-02145  
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  Coverage Term: Sep-01-2019 – Aug-31-2020  
  Note: EA | 2 | $3,563.63 | $7,127.26 |
| 4 CoreCAL ALNG SA MVL Plftfm UsrCAL Microsoft - Part#: W06-01072  
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  Note: EA | 525 | $43.10 | $22,627.50 |
| 5 CoreCAL ALNG LicSAPk MVL UsrCAL Microsoft - Part#: W06-00445  
  Contract Name: Microsoft Software VAR  
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28  O365GovE3 ShrdSvr ALNG SubsVL MVL PerUsr  
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Additional Comments

Service Level Agreements:

1. Quotes: Quote requests will be acknowledged within 4 business hours of each request. Under normal circumstances, quotes will be provided within 24-48 hours of the initial request. If quotes will take longer than this timeframe, status updates will be provided at reasonable intervals.

2. Orders: All valid orders will be processed within 24 hours.

3. Contract Documents: All submissions will be reviewed and responded to within 24 business hours. Actual processing time will vary based on quality and complexity of the submission.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.
SUBJECT:
Consideration and possible action to approve the renewal of a Lease Agreement with Opportunities for Williamson and Burnet Counties, Inc. (OWBC) fka Williamson-Burnet Opportunities, Inc. (WBCO) for the property located at 803 W. 8th Street for use as the Madella Hilliard Neighborhood Center and also the approval of in-kind utility assistance for the facilities utilized by OBWC at the Madella Hilliard Neighborhood Center and Mary Bailey Head Start Center (601 North College) -- David Morgan, City Manager and Shirley J. Rinn Executive Assistant to the City Manager

ITEM SUMMARY:
The City of Georgetown has historically since 1972 and 1977 respectively, provided facilities and/or in-kind utility assistance for the Mary Bailey Head Start Program and the Meals on Wheels Program at the Madella Hilliard Neighborhood Center.

Madella Hilliard Lease Agreement
The attached Lease Agreement, as presented, is under the same terms and conditions as the current Lease Agreement the City has with OWBC fka WBCO for the Madella Hilliard Neighborhood Center, which expires on September 30, 2019. The current agreement allows for nine (9) consecutive renewals as long as the City Council approves public funding for the in-kind utilities for the Madella Hilliard facility through the City's annual Strategic Partnerships for Community Services Grant funding program. This proposed renewal is the fourth under the terms of the Lease Agreement.

Also under the terms of the Agreement, OWBC is not required to pay a rental fee for use of the facility and the City of Georgetown also provides maintenance as outlined in the Agreement. The City’s annual budget includes funding for the maintenance in the amount of $9,283.

Utility Assistance for Madella Hilliard Neighborhood Center and Mary Bailey Head Start Facility
Per the terms outlined above, OWBC submitted an application for the in-kind utilities for the Madella Hilliard Neighborhood Center through the FY 2019-20 Strategic Partnerships for Community Services Grant Cycle. OWBC also requested the in-kind utilities for the Mary Bailey Head Start facility as it has historically done in the past.

The funding for the in-kind utility assistance for these city owned facilities is allocated separately in the FY 2019-20 Annual Budget from the SPCS grant funds.

The City Council is being asked to consider renewing the Lease Agreement with OWBC for the use of the Madella Hilliard Neighborhood Center facility and to also consider the approval of the in-kind utilities for both the Madella Hilliard Neighborhood Center and the Mary Bailey Head Start facility.

FINANCIAL IMPACT:
Funding for the utilities for Mary Bailey and Madella Hilliard ($25,356) is included in the FY2019-20 Annual Operating Plan.
Funding for the Maintenance referenced in the Madella Hilliard Lease Agreement ($9,283) is also included in the FY 2019-20 Annual Operating Agreement Plan.

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

ATTACHMENTS:

Madella Hilliard Lease Agreement
MADELLA HILLIARD NEIGHBORHOOD CENTER

WHEREAS, the City of Georgetown, Texas (City), and Williamson–Burnet County Opportunities, Inc. (WBCO), a Texas nonprofit corporation, have since 1977 used the Madella Hilliard Neighborhood Center (Center), a City-owned property at 803 West 8th Street; and,

WHEREAS, the City Council recognizes the importance and value of the programs and services provided to the community at large by Williamson-Burnet County Opportunities through the Madella Hilliard Center; and,

WHEREAS, the WBCO services accomplish a public purpose; and,

WHEREAS, the City desires to continue this agreement which has benefited the community; and,

WHEREAS, the City agrees to honor the original provisions of the Department of Housing and Urban Development, Neighborhood Facilities Grant Program requirements (NFGP); and,

WHEREAS, the purpose of this agreement is to authorize the lease of City property to WBCO under the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the covenants set forth above and terms and conditions set forth below, the parties agree as follows:

WITNESSETH:

ARTICLE I. DESCRIPTION OF PREMISE/TERM OF LEASE

A. Premises. The City of Georgetown, Texas (Landlord) does hereby demise and lease to Williamson-Burnet County Opportunities, Inc. (Tenant), and Tenant does hereby hire from Landlord the following described Premises, including the Improvements thereon:

Legal Description: Block 14 of the Rucker and Hodges Addition to the City of Georgetown, Williamson County, Texas

Street Address: 803 West 8th Street, Georgetown, Texas

together with all appurtenances thereto and with ingress and egress necessary and adequate for the conduct of Tenant’s business as hereinafter described.
B. **Lease Term.** The term of this lease shall be for one (1) year, running from and including the first (1st) day of October, 2015, up to and including the thirtieth (30th) day of September, 2016. The term of this Lease may be extended for up to nine (9) successive one (1) year terms and under and subject to the same covenants, provisos and agreements as are herein contained if Tenant requests and the City Council approves a distribution of public funds through the City Council’s annual Strategic Partnerships for Community Services grant funding program for the purpose of payment by Landlord of the utility charges described in Section I.C of this Lease. If the City Council authorizes such funding, then the term of this Lease shall be simultaneously extended for another one (1) year period (from October 1 through September 30).

C. **Holding Over.** Should Tenant fail to surrender the Premises, or any part thereof, upon the expiration of the Lease term, unless otherwise agreed in writing by Landlord, such holding over shall constitute and be construed as a tenancy at will only, at a daily rental equal to Five Hundred and No/100 Dollars ($500.00) per day. All provisions of this Lease except for those pertaining to Compensation and Lease term shall apply to Tenant’s holdover occupancy. The inclusion of the preceding sentences shall not be construed as Landlord’s consent for Tenant to hold over.

**ARTICLE II. WARRANTIES/PURPOSE AND USE**

A. The purpose of this Agreement and use of the Premises shall be limited to programs for enhancement of the health, recreation, social and similar community services for the elderly as allowed by the NFGP requirements.

B. Further, Tenant shall use the Premises lease herein to ensure that the use and occupancy of the Premises, as well as the provision of services and other benefits will be available without regard to race, creed, color or national origin. Tenant hereby covenants not to deny on the basis of race, creed, color or national origin, to any person the use, benefits or services provided by the Center, nor provide any facility, services, or benefits to a person which are different or are provided in a different manner from those provided to others under the same program or activity.

C. Landlord and Tenant expressly agree that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or of any other kind arising out of this Lease and there are no warranties which extend beyond those expressly set forth in this Lease.

**ARTICLE III. COMPENSATION**

A. Landlord and Tenant mutually covenant and agree that the Tenant will have exclusive use of said property in exchange for the continuous provision of services Tenant provides to the community as described in Article II. Landlord and Tenant agree to honor provisions in the Department of Housing and Urban Development’s NFGP requirements stipulating that the City will maintain the current use of this structure free from rental fees as therein provided.

B. City, in exchange for funding through the HUD’s NFGP requirements, recognizes and agrees to rent this facility free of charge.
ARTICLE IV. MAINTENANCE

A. Landlord’s Maintenance Responsibilities

   (1) Landlord, at Landlord’s expense, shall keep in good order, condition and repair the foundations, exterior walls, exterior roof, major heating system air conditioning, water mains, gas and sewer lines, sidewalks, parking areas, and lawn of the Premises.

   (2) Landlord shall not, however, be obligated to paint such exterior, nor shall Landlord be required to maintain the interior surface of exterior walls, windows, doors or plate glass. Landlord shall have no obligation to make repairs under this paragraph until a reasonable time after receipt of written notice from Tenant of the need for such repairs. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord’s expense, to the extent allowed by law.

B. Tenant’s Maintenance Responsibilities

   (1) Maintenance. Tenant shall, throughout the Lease Term, keep and maintain the Improvements and the Premises in a good, clean condition of repair and maintenance. This obligation includes, but is not limited to the all plumbing, heating, air conditioning, including changing of filters, ventilation, electrical and lighting facilities and equipment within the Premises, fixtures, interior walls and interior surface of exterior walls, ceilings, windows, doors, and plate glass located within the Premises, all interior, exterior and structural components of the Improvements; and all driveways, parking areas, landscaping, drainage or filtration facilities or other improvements situated upon the Premises. Tenant shall not perform any acts or carry on any practices which might damage the structural integrity of the Improvements or the Premises. If any repairs or maintenance required to be made by Tenant are not made within ten (10) days after written notice from Landlord to Tenant, Landlord may (but has no obligation to) make such repairs or perform such maintenance, without liability to Tenant for any loss or damage which may result to its business by reason of such repairs or maintenance, and Tenant shall pay to Landlord, as additional Rent hereunder, the cost of such repairs or maintenance plus ten percent (10%) of such cost (as an administrative fee) within thirty (30) days after Tenant’s receipt of a statement from Landlord. Tenant further agrees not to commit or allow any waste or damage to be committed on any portion of the Premises. Tenant agrees that upon the expiration or earlier termination of this Lease, Tenant shall deliver up said Premises to Landlord in as good condition as of the delivery of the Premises to Tenant, ordinary wear and tear excepted. Tenant further acknowledges that, except as expressly set forth in Section IV.A. of this Lease, Landlord shall not be required to perform any maintenance or to make any improvements or repairs of any kind or character on or to the Improvements, the Premises, or any portion thereof, during the Lease Term.

   (2) Alterations. Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting or
otherwise defacing the Improvements. All alterations, additions, improvements or fixtures (whether temporary or permanent in character) made in or upon the Premises, either by Landlord or Tenant, shall be Landlord’s property on termination of this Lease and shall remain a part of the Premises without compensation to Tenant, or at Landlord’s election, shall be removed by Tenant. If Tenant is not then in default, all furniture, unattached, movable trade fixtures and equipment installed in the Premises by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects, and shall be so removed if required by Landlord, or if not so removed shall, at the option of Landlord, become the property of Landlord. In the event Landlord requires the removal of any alterations, additions, improvements or fixtures, Tenant shall, at its expense, repair and restore any portion of the Premises which is damaged by such removal. All such installations, removals and restorations shall be accomplished in good, workmanlike manner so as not to damage the Premises or the primary structure or structural qualities of the Improvements or the plumbing, electrical lines or other utilities serving the Premises.

(3) **Performance of Work by Tenant.** Any construction work done by Tenant upon the Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and the requirements of any contract or deed of trust to which Landlord may be a party. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from such work. Tenant shall, upon Landlord’s request, furnish bonds or other security satisfactory to Landlord against any such loss, liability or damage.

(4) **No Liens.** Tenant will not permit any mechanic’s lien or liens to be placed upon the Premises, or any portion thereof, caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of Tenant, and in the case of the filing of any such lien, Tenant will immediately pay and discharge the same.

(5) **Signs.** All signs, decorations and advertising media on the Premises shall be subject to Landlord’s prior written approval as to construction, method of attachment, size, shape, height, lighting, color and general appearance. All signs shall be kept in good condition and in proper operating order at all times, and shall comply with all ordinances and regulations of the City of Georgetown, Texas. Tenant, at Tenant’s sole expense, shall obtain required permits for all of Tenant’s signs. Upon vacation of the Premises, Tenant must remove its signs from the Premises. If and when Tenant removes or alters its signs (for any reason including vacation), Tenant shall repair, repaint, and/or replace the Improvements fascia surface where signs are or were attached.

C. **Utilities**

If approved by the City Council as described in Section I.C. of this Lease, Landlord shall pay all charges for water, wastewater, electricity and garbage pick-up consumed by the Tenant upon the leased Premises. Any such payment by Landlord shall be from current revenues available to Landlord. Landlord shall not be liable for any interruption or failure whatsoever in any utility service.
D. **Destruction by Fire or Other Casualty**

In the event the leased Premises or the Improvements are partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Tenant shall give immediate notice to Landlord. Landlord, at Landlord’s expense, may repair the damage and restore the leased Premises to substantially the same condition as immediately prior to the occurrence of the casualty. If Landlord, in its sole discretion, shall decide not to repair or rebuild the lease Premises, Landlord shall give Tenant notice of Landlord’s election not to repair or rebuild and this Lease shall terminate. Tenant’s obligations hereunder shall be fulfilled through the time of casualty.

**ARTICLE V. INSURANCE/INDEMNITY**

A. Tenant shall, at Tenant’s expense, maintain a policy or policies of commercial general liability insurance pertaining to Tenant’s use and occupancy of the Premises hereunder; such insurance to afford protection with limits of not less than One Million Dollars ($1,000,000) combined single limit coverage for bodily injury, death to any one person or property damage in any one occurrence. Additionally, Tenant shall maintain umbrella liability coverage with limits of not less than Two Million and No/100 Dollars ($2,000,000.00) in excess of the underlying coverages. The insurance coverage required under this Article shall extend to any liability of Tenant arising out of Tenant’s indemnity obligations under this lease. The adequacy of the coverage afforded by said insurance shall be subject to review by Landlord from time to time and Tenant shall to the extent required by Landlord increase the insurance coverage required by this Section. In addition to the remedies provided in this Lease, if Tenant fails to maintain the insurance required by this Section, Landlord may, but is not obligated to, obtain such insurance, and Tenant shall pay to Landlord upon demand as additional Rent the premium cost thereof plus interest from the date of payment by Landlord until repaid by Tenant.

B. All policies of insurance which Tenant is required to carry shall be issued in the forms required herein by good and solvent insurance companies licensed to do business in the State of Texas with a Best’s Rating of AAA or higher and a Financial Size Category of VIII or higher. Each such policy shall be issued in the name of Tenant, but Landlord shall be named as an additional insured party on all such policies described herein, under a Form CG 2026 1185 (or equivalent), to the extent of Landlord’s interest. Such policies shall be for the mutual and joint benefit and protection of Tenant and Landlord and any such other party in interest. Executed copies of each policy of insurance shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be delivered to Landlord prior to the Commencement Date.
writing, prior to such changes or termination in coverage. Tenant hereby waives any cause of action Tenant might have against Landlord on account of any loss or damage that would be covered by Tenant’s required insurance for its personal property (regardless of whether actually obtained) or otherwise is insured against under any property insurance policy that covers the Premises, Landlord’s or Tenant’s fixtures, personal property, leasehold improvements or business and which names Tenant as a party insured. Tenant further agrees to obtain from its insurance carrier endorsements to all applicable policies which waive the carrier’s rights of recovery under subrogation or otherwise against Landlord.

B. Landlord and Landlord’s employees and agent shall not be liable to Tenant or Tenant’s employees, patrons, visitors, invitees, or any other persons for any injury or death to any such persons or for any damage to property caused by an act, omission, or neglect of Tenant or Tenant’s agents or of any other person(s) on the premises of which the leased Premises is a part. Tenant agrees to indemnify and hold Landlord, its officers, directors, employees, attorneys and agents harmless from any and all claims for such injury, death and damage, whether the injury occurs on or off the leased Premises as well as for court costs and reasonable attorney’s fees incurred.

ARTICLE VI. EVENTS OF DEFAULT

A. The following events shall be deemed to be events of default by Tenant under this Lease:

1) Tenant shall fail to pay when due any sums payable by Tenant hereunder.

2) Tenant shall fail to comply with or observe any other provision of this Lease within fifteen (15) days after written notice by Landlord to Tenant specifying wherein Tenant has failed to comply with or observe such provision; provided, however, that if the nature of Tenant’s obligation is such that more than fifteen (15) days are required for its performance, then Tenant shall not be deemed to be in default if Tenant shall commence such performance within such fifteen-day period and thereafter diligently prosecute same to completion.

3) Tenant shall make an assignment for the benefit of creditors.

4) Any petition shall be filed by or against Tenant under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed thereunder; or Tenant shall admit that it cannot meet its financial obligations as they become due.

5) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

6) The business operated by Tenant shall be closed for failure to pay sales tax required by the State of Texas, or for any other reason.
If Landlord is required to notify Tenant of any default under the provisions of this Lease, such obligation shall terminate following the second notice of default delivered to Tenant within any twelve (12) month period during the Lease Term.

B. Landlord shall not be in default in the performance of any obligation required to be performed by Landlord hereunder unless and until Landlord fails to perform such obligation within thirty (30) days after written notice from Tenant to Landlord specifying in detail Landlord’s failure; provided, however, that if the nature of Landlord’s obligation is such that more than thirty (30) days are appropriate for performance, then Landlord shall not be deemed to be in default if Landlord begins performing within said thirty-day period and diligently continues performance through completion. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. To the extent permitted by applicable law, Tenant hereby waives the provisions of Section 91.004(b) of the Texas Property Code (or any successor thereto), and any other laws which may grant to Tenant a lien upon any of Landlord’s property or upon any Rent due to Landlord. The obligations of the landlord hereunder will be binding upon the owner of the Premises only during the period of such ownership and not before or after such time. Upon the transfer by an owner of its interest in the Premises, such owner shall thereupon be released and discharged from all covenants and obligations of the landlord thereafter accruing, (but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of such owner’s ownership).

ARTICLE VII. REMEDIES

A. Upon the occurrence of any event of default by Tenant, Landlord shall have the option to pursue any and all remedies which Landlord then may have hereunder or at law or in equity, including, without limitation, any one or more of the following, in each case, without any notice or demand whatsoever.

1. Terminate this Lease by notice in writing to Tenant in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises. To the extent permitted by Texas law, Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise, including all reasonable attorneys' fees incurred by Landlord relating to the default and termination of this Lease plus interest on all sums due Landlord by Tenant at the Past Due Rate.

2. Enter upon and take possession of the Premises, and relet all or any part of the Premises on such reasonable terms as Landlord may elect (including, without limitation, such concessions and free rent as Landlord deems necessary or desirable) and receive the rent therefor, and Tenant agrees (i) to pay to Landlord on demand any deficiency that may arise by reason of such reletting for the remainder of the Lease Term, and (ii) that Tenant shall not be entitled to any rent or other payments received by Landlord in connection with
such reletting even if such rent or other payments exceed the amounts that otherwise would be payable to Landlord under this Lease. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in repossessing and reletting the Premises, including, without limitation, brokers' commissions, reasonable attorney's fees incurred in connection with the reletting and in connection with Tenant's default hereunder, expenses of repairing, altering and remodeling the Premises required by the reletting, and like costs.

(3) Make such payments or enter upon the Premises and perform whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease (including reasonable attorney's fees), and Tenant further agrees that Landlord shall not be liable for, and expressly releases Landlord from, any damages resulting from such actions, expressly including damages arising from Landlord's negligent acts or omissions.

B. Landlord may alter and/or change all locks or other security devices at the Premises in connection with any entry upon the Premises by Landlord as permitted in this Article. Landlord may lock out, expel or remove Tenant and any other person who may be occupying the Premises or any part thereof without being liable for prosecution or any claim for damages therefor, expressly including damages arising from Landlord's negligent acts or omissions upon the Premises. If Landlord alters or changes any lock or other security device, Landlord shall place a written notice on the main entrance of the Premises stating the name and location or telephone number of the person from whom the new key, combination or means of access may be obtained. The new key, combination or means of access shall be provided only during Landlord's regular business hours and Landlord shall not be required to provide to Tenant such new key, combination or means of access unless and until Tenant has cured all defaults hereunder. The provisions of this Section 17.2 supersede all provisions of '93.002 of the Texas Property Code (or any successor thereto). No re-entry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such intention be given to Tenant. Notwithstanding any such reletting or re-entry or taking possession, Landlord may at any time thereafter terminate this Lease for a previous default.

C. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or default. No payment by Tenant or receipt by Landlord of any amount less than the amounts due by Tenant hereunder shall be deemed to be other than on account of the amounts due by Tenant hereunder, nor shall any endorsement or statement on any check or document accompanying any payment be deemed an accord and satisfaction.
D. If Landlord terminates Tenant's right of possession of the Premises without terminating this Lease, Landlord shall make reasonable efforts to relet all or any part of the Premises on such terms as Landlord shall deem reasonable (including, without limitation, such concessions, leasehold improvements, and free rent as Landlord deems necessary or desirable) by, within sixty (60) days after such termination of possession of the Premises, (i) placing a "For Lease" sign at the Premises, (ii) entering into a listing agreement with a real estate agent for the lease of the Premises, and (iii) showing the Premises to prospective tenants who request to see the Premises. Tenant expressly agrees that if Landlord takes the measures set forth in this Section, Landlord shall be deemed to have taken objectively reasonable measures to relet the Premises.

E. If Landlord takes possession of the Premises as permitted herein, then Landlord may keep in place and use all of the furniture, fixtures and equipment at the Premises, including that which is owned by or leased to Tenant at all times prior to any foreclosure thereon by Landlord or repossession thereof by a lessor thereof or third party having a lien thereon. Landlord also may remove from the Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such furniture, fixtures, equipment and other property located thereon and place same in storage at any premises within Williamson County, Texas; and in such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal and storage and shall indemnify and hold Landlord harmless from all loss, damage, cost, expense and liability in connection with such removal and storage. Landlord shall also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to any person ("Claimant") claiming to be entitled to possession thereof who presents to Landlord a copy of any instrument represented to Landlord by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of Landlord to inquire into the authenticity of said instrument's copy of Tenant's or Tenant's predecessor's signature thereon and without the necessity of Landlord's making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which Claimant purports to act. Tenant agrees to indemnify and hold Landlord harmless from all cost, expense, loss, damage and liability incident to Landlord's relinquishment of possession of all or any portion of such furniture, fixtures, equipment or other property to Claimant, expressly including costs, expenses, loss, damage or liability arising out of Landlord's negligent acts or omissions. The rights of Landlord herein stated shall be in addition to any and all other rights which Landlord has or may hereafter have at law or in equity; and Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable.

ARTICLE VIII. TEXAS LAW TO APPLY/VENUE

A. This agreement shall be construed under and in accordance with the laws of the State of Texas.

B. In the event of a breach of this Agreement any and all suits, claims, causes of action shall be instituted and maintained in Williamson County, Texas.
ARTICLE IX. ATTORNEY’S FEES

If a non-default party is required to take legal action to renegotiate a default by the other party, and the non-defaulting party prevails in court, that party shall be entitled to recover court costs, and reasonable attorney’s fees from the defaulting party.

ARTICLE X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties to this Lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease. It is expressly agreed by Tenant, as a material consideration for the execution of this Lease, that this Lease, with the specific references to written extrinsic documents, is the entire agreement of the parties; that there are, and were, no verbal representations, warranties, understandings, stipulations, agreements or promises pertaining to this Lease or the expressly mentioned extrinsic documents not incorporated in writing this Lease.

ARTICLE XI. TERMINATION

A. Either party may terminate this Lease upon sixty (60) days prior written notice providing, however, that the obligations as described herein are met by each party to date and during the sixty (60) day notice period.

B. In the event of a breach(s) of this Agreement and upon written notice thereof, the defaulting party shall cure such breach within the time specified in the notice. Absent emergency circumstance, the time shall not be less than fifteen (15) days, unless otherwise specified in this Agreement. A failure to cure said breach within the time specified shall result in immediate termination.

ARTICLE XII. MISCELLANEOUS

A. Assignment/Subletting

Tenant may not assign this Lease or sublet the Premises or any part thereof without the prior written consent of the Landlord. An assignment of subletting without consent shall be grounds for immediate termination.

B. Right to Enter Premises

Tenant shall permit Landlord and Landlord’s agents to enter at all reasonable times to view the state and condition of the Premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purposes. Tenant shall also permit Landlord or Landlord’s agents, on or after sixty (60) days next preceding the expiration of the term of this Lease to show the Premises to prospective tenants at reasonable times, and to place notices on the front of said Premises, or any part thereof, offering the Premises for lease or sale.
C. **Notice**  
Notice, as required by this Agreement, shall be in writing to the following:

**LANDLORD**  
Paul Brandenburg, City Manager  
City of Georgetown  
P.O. Box 409  
Georgetown, TX 78627-0409

**TENANT**  
Diana Phillips, Executive Director  
Williamson-Burnet County Opportunities  
604 High Tech Drive  
Georgetown, TX 78627-0740

D. **Waiver of Breach**  
The waiver by Landlord of any breach of any provision of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this lease.

E. **Binding Effect**  
Subject to the provisions of this Lease pertaining to assignment of the Tenant’s interest, all provisions of this Lease shall extend to and bind, or inure to the benefit of, not only the parties to this Lease but to each and every one of the heirs, executors, representatives, successors, and assigns of Landlord or Tenant.

F. **Rights and Remedies Cumulative**  
The rights and remedies of this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

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

H. **Hazardous Materials.**  
Tenant shall not bring or permit to remain on the Premises any asbestos, petroleum or petroleum products, explosives, toxic materials, or substances defined as hazardous wastes, hazardous materials, or hazardous substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with the Permitted Use and stored in the usual manner and quantities. Tenant’s violation of the foregoing prohibition shall constitute a material breach and default hereunder and Tenant shall indemnify, hold harmless and defend Landlord from and against any claims, damages, penalties, liabilities, and costs (including reasonable attorneys’ fees and court costs) caused by or arising out of a violation of the foregoing prohibition. Tenant shall clean up, remove, remediate and repair, in conformance with the requirements of applicable law, any soil or ground water contamination and damage caused by Tenant’s violation of this provision in, on, under, or about the Premises during the Lease Term. Tenant shall immediately give Landlord written notice of any suspected breach of
this Section, upon learning of the presence or any release of any Hazardous Materials and upon receiving any notices from governmental agencies pertaining to Hazardous Materials which may affect the Premises. The obligations of Tenant hereunder shall survive the expiration or earlier termination, for any reason, of this lease. Landlord shall have the right to enter upon the Premises from time to time to inspect same and to conduct thereon any environmental audit or assessment or perform any testing to confirm Tenant’s compliance with the provisions of this Section, and in the event any such audit, assessment or test reflects that Tenant is in violation of this Section, in addition to Tenant’s other obligations contained herein, Tenant shall reimburse Landlord for the cost of such audit, assessment or test.

I. Amendment
This Lease may not be altered, waived, amended or extended except by an instrument in writing signed by Landlord and Tenant.

DATED THIS _______ DAY OF ___________________, 2015.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.

[Signature]
Diana Phillips
Executive Director

ATTEST: [Signature]
Secretary

THE CITY OF GEORGETOWN

[Signature]
Dale Ross, Mayor

ATTEST: [Signature]                APPROVED AS TO FORM:
Jessica Brettle, City Secretary                          Bridget Chapman, City Attorney
STATE OF TEXAS

COUNTY OF WILLIAMSON

CORPORATE ACKNOWLEDGEMENT

This instrument was acknowledged before me on this the 21st day of October, 2015, by Diana Phillips, a person known to me, in her capacity as Executive Director of Williamson-Burnet County Opportunities, Inc.

[Seal]

SHERYL BORNHORST
Notary Public, State of Texas
My Commission Expires
October 01, 2018

Sheryl Bornhorst
Notary Public, in and for the State of Texas
SUBJECT:
Consideration and possible action regarding the approval of the recommendations of the Strategic Partnerships for Community Services (SPCS) Advisory Board for the allocation of grant funds for FY 2019-20 -- Jaquita Wilson, SPCS Advisory Board Chair and Shirley J. Rinn, Executive Assistant to the City Manager

ITEM SUMMARY:
The City of Georgetown received 21 grant applications requesting a total of $661,000. The Strategic Partnerships for Community Services Advisory Board met on August 6, 2019 to discuss and review the 21 applications that were received for the FY 2019-20 Grant Cycle.

In deliberating its funding recommendations to the City Council, the SPCS Advisory Board reviewed many criteria in making its final recommendations to the City Council, including, but not limited to:
- Completion of Grant Applications
- Whether an agency met criteria of the Strategic Partnerships for Community Services Policies and Guidelines;
- The number of Georgetown citizens served;
- The impact of the dollars contributed vs. the overall local impact to the community;
- The financial stability of each agency;
- The overall impact of the City’s potential contribution compared to the total funding obtained by the agencies from other sources;
- Local Leadership on Agency/Organization’s Board of Directors;
- Clarity of goals and outcomes presented in the grant application;
- Duplication of services
- Partnerships with other non-profit agencies in the community; and
- Whether or not any of the agencies were currently receiving any other in-kind assistance from the City such as facility rental/utility assistance.

Accordingly, the City Council is asked to consider approval of the recommendations for the allocations of grant funds as recommended by the SPCS Advisory Board for the FY 2019-20 fiscal year.

FINANCIAL IMPACT:
The funding ($400,049) for Strategic Partnerships for Community Services Grants is included in the City of Georgetown’s Proposed Budget for FY 2019-20.

SUBMITTED BY:
Shirley Rinn for Jaquita Wilson, SPCS Advisory Board Chair

ATTACHMENTS:

SPCS Advisory Board Allocation Recommendations for FY 2019-20
SPCS Grant Funding Policies and Guidelines for FY 2019-20
Summary of FY 2019-20 SPCS Grant Applications
<table>
<thead>
<tr>
<th>ORGANIZATION NAME</th>
<th>AMOUNT REQUESTED</th>
<th>AWARDED IN FY 2018-19</th>
<th>FY 2019-20 GRANT RECOMMENDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Backpack Buddies</td>
<td>$25,000</td>
<td>$15,000</td>
<td>$16,450</td>
</tr>
<tr>
<td>2. BIG (Brookwood in Georgetown)</td>
<td>$50,000</td>
<td>$28,249</td>
<td>$26,449</td>
</tr>
<tr>
<td>3. Boys &amp; Girls Club of Georgetown</td>
<td>$50,000</td>
<td>$25,000</td>
<td>$28,500</td>
</tr>
<tr>
<td>4. Boy Scouts of America</td>
<td>$18,000</td>
<td>$12,000</td>
<td>$12,750</td>
</tr>
<tr>
<td>5. CASA of Williamson County</td>
<td>$26,000</td>
<td>$18,200</td>
<td>$20,400</td>
</tr>
<tr>
<td>6. Faith in Action</td>
<td>$45,000</td>
<td>$36,600</td>
<td>$35,800</td>
</tr>
<tr>
<td>7. Girls Empowerment Network</td>
<td>$16,000</td>
<td>$10,000</td>
<td>$11,500</td>
</tr>
<tr>
<td>8. Georgetown Caring Place</td>
<td>$50,000</td>
<td>$36,400</td>
<td>$34,300</td>
</tr>
<tr>
<td>9. Georgetown Project</td>
<td>$50,000</td>
<td>$32,000</td>
<td>$32,000</td>
</tr>
<tr>
<td>10. Helping Hands of Georgetown, Inc.</td>
<td>$20,000</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>11. Literacy Council of Williamson County</td>
<td>$25,000</td>
<td>$17,800</td>
<td>$15,800</td>
</tr>
<tr>
<td>12. Lone Star Circle of Care</td>
<td>$50,000</td>
<td>$30,000</td>
<td>$16,000</td>
</tr>
<tr>
<td>13. Opportunities for Williamson &amp; Burnet Counties, Inc. (OWBC)***</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>14. R.O.C.K. (Ride on Center for Kids)</td>
<td>$40,000</td>
<td>$30,000</td>
<td>$26,000</td>
</tr>
<tr>
<td>15. Sacred Heart Community Clinic</td>
<td>$35,000</td>
<td>$20,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>16. Samaritan Center for Counseling &amp; Pastoral Care</td>
<td>$25,000</td>
<td>$18,800</td>
<td>$15,000</td>
</tr>
<tr>
<td>17. Stonehaven Senior Center</td>
<td>$12,000</td>
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<td>$12,000</td>
</tr>
<tr>
<td>18. The Locker</td>
<td>$25,000</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>19. United Way of Williamson County</td>
<td>$14,000</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>20. Williamson County Children’s Advocacy Center</td>
<td>$25,000</td>
<td>-</td>
<td>$20,000</td>
</tr>
<tr>
<td>21. Williamson County Crisis Center dba Hope Alliance</td>
<td>$50,000</td>
<td>$38,000</td>
<td>$32,100</td>
</tr>
</tbody>
</table>

**TOTAL GRANT FY 2019-20 RECOMMENDATIONS** $400,049

*** OWBC has also requested in-kind utilities for Mary Bailey Head Start and Madella Hilliard Neighborhood Center as it has historically done for Mary Bailey and per terms of the Lease Agreement it has with the City for Madella Hilliard (approximately $25,000 funded separately from SPCS Grant Funding). This request along with the Lease Renewal for the Madella Hilliard facility are also on the August 13, 2019 Council Agenda for the City Council’s Consideration.
I. CRITERIA FOR SUPPORT – CURRENT STANDARDS:

A. Purpose Statement for City of Georgetown funding to the nonprofit sector

The City of Georgetown values partnerships with organizations that are committed to addressing our community’s greatest public challenges.

The purpose of City funding to the nonprofit sector is to cultivate and sustain partnerships with 501(c)3 organizations that strengthen the City’s key priorities in the following areas:

- Public Safety;
- Transportation;
- Housing;
- Parks & Recreation;
- Veteran Services; and,
- Safety Net.

B. Key Priority Areas Defined

Public Safety.

- While the City is Georgetown’s Public Safety leader (Fire & Police), public safety also encompasses a broad scope of work that makes this community safe for all.
  - Eligible organizations and programs may include those that contribute to safe neighborhoods such out of school time, youth empowerment, and neighborhood community centers.

Transportation.

- Eligible organizations include those that assist in meeting the transportation needs of Georgetown residents unable to access private transportation such as homebound seniors and youth under the age of 16 years.

Housing.

- Eligible organizations include those that offer emergency shelter, transitional or temporary housing, and affordable housing.
**Parks & Recreation.**
- Eligible organizations include those that provide affordable, accessible activities that enhance Georgetown residents' health and well-being, including sports, fitness, and other recreational programs.

**Veteran’s Services**
- Support veteran programs and services within the community.

**Safety Net.**
- The City recognizes its responsibility to support efforts to address this community’s most pressing basic needs. Examples of basic needs include food insecurity, emergency financial assistance, mental/behavioral health care, substance abuse, domestic/family violence, and health care, including, but not limited to, dental and vision. Safety Net priorities will be based on ongoing analysis of unmet existing needs and emerging needs in this community, and may change over time.

**II. IMPLEMENTATION POLICIES:**
A. Appropriation of funds for Strategic Partnerships for Community Services does not encumber subsequent councils to continue appropriations for such funding, and does not imply that subsequent councils may provide such funding. Organizations receiving Strategic Partnerships for Community Services grants from the city are encouraged to identify additional and alternative sources of funding.

B. When evaluating applications for Strategic Partnerships for Community Services grant funding, the Council shall consider the portion of funding each organization receives from the City, with the objective of encouraging reliance on funding sources other than the City.

**III. POLICY FOR ESTABLISHING FUNDING AMOUNTS**
A. Expenditure targets per the City of Georgetown’s Fiscal and Budgetary Policy approved by the City Council on December 13, 2016:

The City has targeted funding for these programs to be $5.00 per capita, which may be adjusted to offset the effects of general inflation based upon CPI. If previous funding levels are higher than the targeted amount, and to avoid significant reductions in levels of funding, the City Council shall seek to attain this target chiefly through population growth. These funds will be allocated and paid according to the City Council’s grant funding policies and guidelines for Strategic Partnerships for Community Services that were approved by the City Council on April 14, 2015.

The proposed funding level for 2019/20 is $400,049, which is the same as in the previous year.

B. The Minimum Grant that may be applied for is $10,000.

C. The Maximum Grant that may be applied for is $50,000.
<table>
<thead>
<tr>
<th>APPLICANT</th>
<th>AMOUNT REQUESTED</th>
<th>PURPOSE OF REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backpack Buddies</td>
<td>$25,000</td>
<td>To purchase food for 1,200 children in Grades K-12 who are eligible for the free/reduced GISD breakfast/lunch program and who register for the Georgetown Backpack Buddies Program (GBPB) with packs of 6 nutritious, nonperishable food items to take home for the weekends to supplement their family's food supply.</td>
</tr>
<tr>
<td>BIG (Brookwood in Georgetown)</td>
<td>$50,000</td>
<td>To provide innovative opportunities to adults with disabilities, regardless of their economic status or ability to pay. Almost 30% of its current Citizens receive tuition assistance, which is expected to total $95,000 in 2019. Our objective is to continue to provide assistance to those with a demonstrated economic need as we add more Citizens to our vocational program and this grant is critical to ensure that all Citizens have an equal opportunity to participate at BIG.</td>
</tr>
<tr>
<td>Boys and Girls Club</td>
<td>$50,000</td>
<td>This request is to fund a new system-wide programming effort called Great Futures 2019. The objective is to help the children of our community realize their full potential through focused programming in 3 key areas, Academic Success, Character &amp; Leadership and Healthy Lifestyles. We anticipate exposure to 900 kids and focused results for frequent attendees.</td>
</tr>
<tr>
<td>Boy Scouts of America, Capital Area Council, San Gabriel District, Pack 2935 (Scoutreach Program)</td>
<td>$18,000</td>
<td>The Scoutreach program is focused on developing leadership skills, moral values and self-worth while exploring creative career opportunities. The program leverages the outstanding co-ed Science, Technology, Engineering and Math (STEM) program created by the Boy Scouts of America. Many lower income Georgetown youth have limited or no access to leadership programs such as the Scoutreach STEM program due to cost, location, parent work schedule and/or access to transportation. Through partnerships with the Boys &amp; Girls Club of Georgetown, the After School Action Program (ASAP), NEST as sponsored by GISD and the Georgetown Project, Georgetown Rotary Club, Boy Scouts of America and local community organizations, we are able to reach a large community of youth in need. The partner organizations provide the youth, support, transportation and facilities to allow us to focus on providing a program that has proven to provide an amazing impact and life long skills to the youth served.</td>
</tr>
<tr>
<td>CASA of Williamson County</td>
<td>$26,000</td>
<td>To support advocacy for 15 children as CASA continues to grow its program to serve 100% of children who are in the custody of the state in Williamson County (482 children)</td>
</tr>
<tr>
<td>APPLICANT</td>
<td>AMOUNT REQUESTED</td>
<td>PURPOSE OF REQUEST</td>
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</tr>
<tr>
<td>Faith in Action Caregivers</td>
<td>$45,000</td>
<td>Faith in Action Georgetown will use funding for program &amp; operational support to provide transportation to Georgetown residents who no longer drive due to chronic health conditions or lack of affordability to own/maintain a vehicle. To address the growing need for transportation services for those individuals 65 years of age or older, a Program Coordinator has been added to help recruit &amp; manage volunteers. By the end of the project, it is anticipated that 885 seniors will receive services with 11,000 completed rides.</td>
</tr>
<tr>
<td>Girls Empowerment Network</td>
<td>$16,000</td>
<td>Girl Connect Referral is a weekly program for girls in grades 6-12 on their school campuses, designed to increase their self-efficacy so that they can pursue the future of their dreams. These skill building, supportive groups are designed especially for girls who are at high-risk of entering the juvenile justice system and those who have behavioral challenges, frequent disciplinary issues, signs of high stress, truancy, etc. intended to help them get back on track, persist in school, and pursue positive goals. Through a $16,000 award from the City of Georgetown, we would serve two GISD campuses with Girl Connect weekly programming, reaching approximately 40 girls.</td>
</tr>
<tr>
<td>Georgetown Caring Place</td>
<td>$50,000</td>
<td>Provide emergency financial assistance with rent and mortgage payments to individuals and families in financial crisis in Georgetown and rural Williamson County.</td>
</tr>
<tr>
<td>Georgetown Project</td>
<td>$50,000</td>
<td>Provide high quality, out-of-school time programming that keeps kids safe and well-nourished, helps working families, expands learning, and builds Development Assets in Georgetown Youth. Programs include Kid City, ASAP, and NEST Empowerment Center.</td>
</tr>
<tr>
<td>Helping Hands of Georgetown, Inc.</td>
<td>$20,000</td>
<td>Helping Hands of Georgetown (HHG) is initiating a Mobile Food Pantry Program. Our primary objective is to target those row-income, working poor families of SE Georgetown whose incomes are generally over the limits that entitle them to benefits provided by social service agencies, but not enough to satisfy the food needs of the family. The Mobile Food Pantry will circulate through the SE Georgetown area on a weekly basis to offer canned goods, non-perishable foods, paper products and fresh produce when it is available. Partnering with Servicios Bilingues to connect us with those in need, we intend to increase the participants as we evaluate the response to the initial program and seek out new neighborhoods where there is a need.</td>
</tr>
<tr>
<td>APPLICANT</td>
<td>AMOUNT REQUESTED</td>
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</tr>
<tr>
<td>Hope Alliance</td>
<td>$50,000</td>
<td>Funds requested are to support intervention services, including 24 hour hotline; emergency shelter; individual, family and group counseling; court and hospital accompaniments; and legal advocacy.</td>
</tr>
<tr>
<td>Literacy Council of Williamson County</td>
<td>$25,000</td>
<td>We help low-income adults become financially self-sufficient by increasing their literacy skills, and/or helping them earn a GED or a vocational certificate. We will provide services to 200 students in Georgetown with 50 receiving certificates in local high demand occupations. Vocational classes will be two to six month programs preparing students for jobs that offer a career ladder and a sustainable wage. In order to serve low-income students, the vocational classes are free and the other services cost $25 annually. No student will be denied services based on ability to pay. We provide scholarships to pay for GED tests. Funds will be used to provide instruction for adults in: ABE (Adult Basic Literacy)-Reading instruction for adults who speak English but read below 6th grade; ESL (English as Second Language)-English instruction, job readiness, and digital literacy for non-English speakers; GED Preparation-Four academic areas of the GED; Vocational Training-- In demand and target occupations.</td>
</tr>
<tr>
<td>Lone Star Circle of Care</td>
<td>$50,000</td>
<td>To help support the cost of uncompensated dental care provided to uninsured adult residents of Georgetown.</td>
</tr>
<tr>
<td>Opportunities for Williamson and Burnet Counties</td>
<td>$10,000</td>
<td>To support the staff salary of the Site manager at the Madella Hilliard Senior Center in Georgetown. This staff manager is responsible for the oversight of the cook staff, volunteers, congregate and meals on wheels deliveries for Georgetown and immediate surrounding areas.</td>
</tr>
<tr>
<td>R.O.C.K. (Ride on Center for Kids)</td>
<td>$40,000</td>
<td>This program offers equine-based therapy and supportive services to residents of Georgetown who are military service veterans, and their dependents, to promote re-integration back to family and community participation.</td>
</tr>
<tr>
<td>APPLICANT</td>
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<td>PURPOSE OF REQUEST</td>
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</tr>
<tr>
<td>Sacred Heart Community Clinic</td>
<td>$35,000</td>
<td>Our goal for this grant is to expand access to dental care for Georgetown residents. Williamson County has a dentist rate of 56 dentists per 100,000 population. This is much lower than the US average of 68 dentists per 100,000 population. People living in areas with low dentist rates have difficulty accessing dental care; it is even more difficult for those who are uninsured and cannot afford treatment. Increased funding would make it possible for SHCC to expand its capacity to serve more patients in our dental clinic. We offer full wrap around services including medical care, as well as dental care. Our patient empowered approach to care focuses on prevention, patient education, early detection and treatment.</td>
</tr>
<tr>
<td>Samaritan Center for Counseling and Pastoral Care</td>
<td>$25,000</td>
<td>Samaritan Center’s (SC’s) main objective is to improve Georgetown’s Safety Net by increasing access to affordable and quality-based mental health services. Priority is given to the uninsured, underserved, and low-income families, as well as veterans and their families. The rationale for this focus is a result of the mental health service needs identified in the &quot;2015 Southeast Georgetown Needs Assessment.&quot; Masters level licensed therapists and acupuncturist offer an array of evidence-based, trauma-informed services at 3 Georgetown locations to all ages and to address nearly any presenting mental health issue. Services include individual, family, and couples counseling using a variety of modalities (CBT, EMDR, play therapy, etc); integrative medicine such as acupuncture, herbal medicine and nutrition; and educational workshops and classes. Clients will experience a reduction in symptoms and an improved quality of life, as measured by ACORN, our outcomes management system.</td>
</tr>
<tr>
<td>Stonehaven Senior Center</td>
<td>$12,000</td>
<td>To enable people living on a small budget to allow us to continue to meet the health, educational, social, recreational and creative needs of the Senior Citizen population of the Georgetown and Williamson County area.</td>
</tr>
<tr>
<td>The Locker</td>
<td>25,000</td>
<td>The Locker is requesting funds to continue and expand our Service Learning initiatives and model so that we can help our children in need. These funds will allow us to continue to assist students in need and to connect our community with Kids Helping Kids. This grant will help ensure that we will have the funds available to meet the needs of our children to help set them up for success. With this grant we can continue to facilitate our youth in our community to become better citizens and help their fellow students in need.</td>
</tr>
<tr>
<td>APPLICANT</td>
<td>AMOUNT REQUESTED</td>
<td>PURPOSE OF REQUEST</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>United Way of Williamson County</td>
<td>$14,000</td>
<td>To provide households with $55,000 or less income with free tax preparation in order to assist with their financial stability and ensure they are filing taxes and receiving the largest refund possible to help them with current bills or provide savings.</td>
</tr>
<tr>
<td>Williamson County Children’s Advocacy Center</td>
<td>$25,000</td>
<td>To enhance training and development opportunities for staff to remain current on best practices in their fields to ensure WCCAC’s facility and staff are equipped to manage the realized and anticipated increase in volume of cases due to the growth in Williamson County in order to better support children (ages 2-17) who have suffered from sexual or physical abuse, may be a witness to abuse or a crime, or may be at risk in their own homes, and to also to purchase curriculum and obtain training to provide prevention education curriculum for children and youth to prevent abuse.</td>
</tr>
</tbody>
</table>
SUBJECT:
Consideration and possible action to approve a contract with Schneider Engineering for electric risk and resource management services -- David Morgan, City Manager

ITEM SUMMARY:
On June 13, 2019 the City issued and RFP 201933 for electric risk and resource management services. In the spring of 2019 the City conducted a management assessment to evaluate the electric resource management function of the Georgetown Utility System. The management assessment included recommendations to improve purchased power cost forecasting, develop a risk management policy, and improve reporting procedures. RFP 201933 is responsive to the management assessment recommendations.

The City is seeking consultant services to:
- Develop a comprehensive risk management policy
- Development energy trading/hedging guidelines and protocols
- Provide power cost budgeting and forecasting
- Evaluate and analyze actions of the 3rd party portfolio manager
- Provide regular reporting to the governing body and city staff

The City received four responses to RFP 201933 from 1) Demand Control 2, 2) Experience on Demand, 3) Schneider Engineering, and 4) GEMS. The responses were evaluated by city staff from the City Manager’s Office, Georgetown Utility System, and Finance. City staff recommends contracting with Schneider Engineering with the bid tabulation attached. The contracted services is estimated to cost $180,000 for fiscal year 2020.

Schneider Engineering was established in 1991 and has 88 employees in Boerne, Texas and College Station, Texas. They have significant experience with all tasks requested in the RFP and have 23 public power clients in Texas between municipally owned utilities and electric cooperatives.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
DAVID MORGAN, CITY MANAGER

ATTACHMENTS:

Consultation Agreement of Schneider_Electric Res Mgt 08.12.2019
Presentation
Bid Tab
CONSULTATION AGREEMENT WITH THE CITY OF GEORGETOWN

This Consultation Agreement (the “Agreement”) is entered into and made effective on the _____ day of ___________, 2019 by and between Schneider Engineering, Ltd. (“Consultant”) and the City of Georgetown, Texas (“City”).

1. **Scope of Services.** Consultant agrees to provide such services as further described in Exhibit A, which is attached and incorporated herein. Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to the Consultant providing such services, or the right to payment for such additional services shall be **waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

2. **City Terms Prevail.** In the event there is a conflict between a term in Exhibit A and a term in this agreement, the terms of this agreement shall prevail.

3. **Total Compensation.** The total compensation for the Initial Term paid by the City to the Consultant, not including expenses, under this agreement shall not exceed $180,000.00. The total compensation for any renewal terms if applicable shall not exceed $165,000.00, not including expenses. Payment will be made in accordance with Exhibit B, which is attached and incorporated herein.

4. **Term.** The Initial Term of this Agreement shall be for one year beginning on the effective date. The Agreement may be renewed for up to three additional one-year terms by mutual agreement of the Parties.

5. **Amendments.** Any changes to the terms of this agreement will not be effective unless in writing and signed by both parties.

6. **Insurance.** Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The polices, limits and endorsements required are set forth in Exhibit C. Consultants insurance certificate satisfying the City insurance requirements is attached as Exhibit D.

7. **Indemnity.** To the fullest extent permitted by law, Consultant agrees to defend, indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or failure to pay a subconsultant, subcontractor,
or supplier pursuant to this agreement by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

Consultant shall procure liability insurance covering its obligations under this section.

It is mutually understood and agreed that the indemnification provided for in this Section 7 shall survive any expiration, completion or termination of this agreement.

**Release by Consultant.** The Consultant releases, relinquishes and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either party or other third parties) and any loss or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the work it performed under this Agreement. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance.

8. **Dispute Resolution.** If either the Consultant or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party’s specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

9. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Consultant pursuant to this Agreement. Consultant shall deliver all documents or other work product to the City upon request, including original versions if so specified in the request.

10. **Payment Terms.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Consultant within thirty days after of receipt of a correct invoice for services. The Consultant may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for
payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Consultant concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Consultant and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in accordance with Agreement.

11. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days’ prior written notice. Upon receipt of a notice of termination, the Consultant shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Consultant, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

12. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Consultant from the City’s Vendor list in the event that this Agreement is terminated for cause and any offer submitted by the Consultant may be disqualified for up to three (3) years.

13. **Non-Appropriation.** This Agreement is a commitment of City’s current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Consultant a written notice of termination at the end of its then current fiscal year.

14. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:
Notice to the Consultant:

Schneider Engineering
ATTN: Steve Moffitt
1509 Emerald Parkway, Ste. 103
College Station, Texas 77845
smoffitt@se-texas.com

Notice to the City:

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
david.morgan@georgetown.org

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
charlie.mcnabb@georgetown.org

15. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Consultant’s services shall be those of an independent contractor. The Consultant agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Consultant shall not be within protection or coverage of the City’s Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

16. **Force Majeure.** The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

17. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

18. **Nondiscrimination.** The Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Sub-consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.
19. **Right to Audit.** The Consultant agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, Consultant invoices (including subconsultant invoices) and back up documentation for fees and expenses related to the performance under this Agreement. The Consultant shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.

20. **Advertising and Publicity.** Consultant shall not advertise or otherwise publicize, without the City’s prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

21. **Confidential Information.** Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Confidential Information shall be designated and marked as such at the time of disclosure. Each party agrees to secure and protect the other party’s Confidential Information in a manner consistent with the maintenance of the other party’s confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party’s Confidential Information to satisfy its obligations under this Section. The provisions of this paragraph shall survive the term of the Agreement.

22. **Contractor Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, *Texas Government Code*, Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

23. **Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

24. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

25. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.

26. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns; provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Consultant without the prior written consent of the City. Any attempted assignment or delegation by the Consultant shall be void unless made in conformity with this Paragraph.
27. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.

28. **Entire Agreement.** This Agreement, with all exhibits, includes the entire agreement of the City and the Consultant and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

---

**THE CITY OF GEORGETOWN**

Name

Title

Date Signed: ________________

Approved as to form:

______________________________

_______________, Asst. City Attorney

---

**SCHNEIDER ENGINEERING, LTD.**

Name

Title

Date Signed: ________________
Exhibit A

Scope of Services

The Consultant will provide the following services:

1. Provide expertise related to current trends and best practices in the energy market
2. Work with management to develop a comprehensive energy risk management policy and protocols related to the policy that meets the City’s risk management tolerance
3. Provide recommendations to management on protocols and processes to oversee portfolio management services and develop transition plan for new portfolio management services
4. Implement selected improvement recommendations from your firm, as well as from other consultants, for changes to achieve performance enhancements in the City’s energy resources management function
5. Work with city manager’s office and other consultants to implement recommendations to improve the City’s energy resource management function
6. Develop regular forecasts for revenues and power costs, as well as load surpluses and shortages
7. Evaluate proposals from energy portfolio manager to ensure a thorough review of risks and opportunity costs to support management decisions
8. Provide additional technical support on energy risk and resource management functions as needed
9. Provide advice on power and gas hedging services, evaluate proposals, term sheets and confirmations, as well as personnel in managing power supply price and performance risk.
10. Provide regular reporting of purchased power and portfolio management activity to senior city staff and the city council.
11. All services provided for the term will be conducted under confidentiality as provided by law related to competitive matters.
Exhibit B

Payment Terms

Compensation is based on actual hours of work/time devoted to providing the services at the rates provided below and the City will reimburse the Consultant for actual, non-salary expenses as provided below.

The Consultant must submit monthly invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

<table>
<thead>
<tr>
<th>POSITION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer VIII (A) / President</td>
<td>$200.00</td>
</tr>
<tr>
<td>Engineer VIII (B) / Principal</td>
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</tr>
<tr>
<td>Engineer VII / Senior Consultant IV</td>
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<tr>
<td>Engineer VI</td>
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<tr>
<td>Engineer I</td>
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<tr>
<td>Project Manager III / Senior Consultant III</td>
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<tr>
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**PERSONNEL OVERTIME CHARGES**

Hourly personnel overtime work will be invoiced at the base billing rate plus a multiplier of 1.5 times the employee hourly rate.

**REIMBURSABLE EXPENSES**

- Mileage Reimbursement: $0.57/mile for cars, $0.75/mile for trucks, $0.85/mile for fully equipped off-road survey trucks
- The following will be billed at cost plus 12%:
  - Copying costs
  - Transportation, subsistence and lodging
  - Approved sub-contract services
Exhibit D

Insurance Requirements

I. The Consultant agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation
D. Professional Liability

II. For each of these policies, the Consultant’s insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant’s insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City’s Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City before work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an “occurrence” basis.
C. “Claims made” policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:

1. The insurance company is licensed and authorized to do business in the State of Texas
2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
3. All endorsements and coverages are included according to the requirements of this Agreement
4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

IV. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated “A: VIII” or better in accordance with the current A. M. Best Key Rating Guide.

B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.

C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.

D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.

F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

V. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current Best Key Rating Guide.

B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VI. **Workers’ Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer’s policy (the Consultant’s, or subconsultant’s policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or
her own policy and a coverage agreement is used, Consultants and subconsultants must use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

B. The workers compensation insurance shall include the following terms:

1. Employer’s Liability limits of $1,000,000 for each accident is required.
2. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
3. Texas must appear in Item 3A of the Worker’s Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. Professional Liability requirements:

A. Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.
C. For “claims made” policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.
Exhibit E
Certificate of Insurance
Risk/Resource Manager RFP

David Morgan
City Manager
Agenda

• Background
• Management Assessment Recommendations
• Risk/Resource Manager RFP
  – Process & Recommendations
• Overall Cost Analysis
• Next Steps
Background

• Based on increasing purchased power costs and challenges in forecasting. The City initiated a management assessment to:
  – Evaluate electric resource management
  – Evaluate current purchased power contracts
  – Provide a forward looking evaluation of steps the City could take to address current challenges
Management Assessment

Recommendations

• Procure 3rd party energy management services (RFP 1)
  – Leverage resources to increase oversight and accountability
• Improve purchased power cost forecasting and reporting (RFP 2)
• Develop a comprehensive risk management policy (RFP 2)
• Study opt-in implications and governance structure
3rd Party Energy Portfolio Manager (RFP 1)

- Initiated RFP 1 in February
- Purpose: Provide options for improved management of excess power
- Evaluation Team (6): City Manager’s Office, Georgetown Utility System, and Finance; Technical Expert Evaluation
- 12 initial bidders
- Narrowed to 3 finalists…Selection anticipated in August/September
Risk/Resource Manager (RFP 2)

- Develop Comprehensive Risk Management Policy
- Energy Trading/Hedging Guidelines/Protocol
- Power cost budgeting/forecasting
- Evaluation/Analysis of 3rd Party Portfolio Manager Actions
- Reporting to the Governing Body and City Staff
Risk/Resource Manager (RFP 2)

• Issued RFP – June
• Evaluation Team (6): City Manager’s Office, Georgetown Utility System, & Finance
• Received 4 bids
• Recommendation: Schneider Engineering
Schneider Engineering

- Established in 1991; Two offices in Boerne and College Station w/ 88 employees
- Significant experience with Texas Public Power (23 MOU’s & COOP’s)
- Experience with all requested tasks of the Risk/Resource Manager (RFP 2)
  - Includes optimizing renewable generation
Energy Management Cost Analysis

• Current Costs - $751,000
  – Garland QSE - $392,400
  – Neil McAndrews Consulting - $178,800
  – Staff Cost - $179,800

• Anticipated FY20 Costs - $480,000
  – 3rd Party Portfolio Management (RP1): $300,000 (anticipated)
  – Risk/Resource Manager (RFP 2): $180,000
Next Steps

• Recommend awarding contract to Schneider Engineering (Aug. 13th)
• Continue Evaluation of 3rd Party Portfolio Manager RFP (Aug/Sept)
• Recruitment of Electric General Manager (Aug/Sept)
• Risk Management Policy (Initiate Fall 2019)
• Governance Structure Review (Fall 2019)
• Opt-In/Deregulation Review (Initiate 1st Quarter 2020)
Questions?
FOR REFERENCE ONLY - This document summarizes proposals received and some key pieces of information which may be located with a brief of the proposals, and is not intended to replace a complete detailed evaluation of each proposal.

<table>
<thead>
<tr>
<th>Proposers</th>
<th>Schneider Engineering Boerne/College Station, Texas</th>
<th>Experience on Demand Chesterfield, Missouri</th>
<th>GEMS Frisco, Texas</th>
<th>Demand Control 2 Georgetown, Texas</th>
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<td></td>
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Responses received from:

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<th>Schneider Engineering</th>
<th>Experience on Demand</th>
<th>GEMS</th>
<th>Demand Control 2, LLC</th>
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<tr>
<td>✓</td>
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Average of all Evaluators

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<thead>
<tr>
<th></th>
<th>Schneider Engineering</th>
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<th>GEMS</th>
<th>Demand Control 2</th>
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<tbody>
<tr>
<td>Qualifications - 60 pts</td>
<td>58</td>
<td>48</td>
<td>36</td>
<td>39</td>
</tr>
<tr>
<td>Experience - 30 pts</td>
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<tr>
<td>Cost Proposal - 10 pts</td>
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<td>8</td>
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<td>Reference Checks - 0pts</td>
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<td>77.0</td>
<td>59.0</td>
<td>61.0</td>
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</table>
## Qualifications (60 pts ttl)

1. Briefly introduce your Firm including the number of years in business including experience with ERCOT (Electric Reliability Council of Texas)  
   60 55 60 55 60

2. Provide a summary of the administration, organization and staffing of your Firm, including multiple offices, if applicable

3. Include the same for any associate firm or sub-consultant

4. Provide the location of the firm or branch that will provide services to the City.

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<thead>
<tr>
<th>Notes:</th>
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### Qualifications Sub-Totals: 60 55 60 55 60

### Qualifications Average Score: 58.0

## Experience (30 pts ttl)

1. Provide details on experience and qualifications of the firm in performing services of similar scope and size related to scope in the RFP.  
   28 25 30 22 30

2. Describe at least three (3) projects that are complementary in nature to this project. References for each project should be included (preferably other Municipal, Town, or local governments that the proposer has provided services to).

3. Examples of previous work with municipally owned electric utilities that are Transmission Dependent Utilities public power cities doing comparable services.

| Notes: |

### Experience Sub-Totals: 28 25 30 22 30

### Experience Average Score: 27.0

## Cost Proposal (10 pts ttl)

1. Provide a detailed cost proposal broken down by task or phase. The City may elect to complete any combination of tasks or phases. Indicate any cost savings available by completing one or more or any combination of tasks or phases.  
   5 8 7 8 6

2. Travel and other reimbursable fees must be estimated and submitted separately from professional fees.

3. The actual contract amount will be negotiated after the Firm has been selected and the scope of

| Notes: |

### Cost Proposal Sub-Totals: 5 8 7 8 6

### Cost Proposal Average Score: 7

## OVERALL TOTALS

### Additional notes

### Grand Totals: 93 88 97 85 96

### TOTAL OVERALL Average Score: 91.8
# City of Georgetown, Texas

## Request for Proposals: 201933 - Electric Risk and Resource Management Services

**PROPOSER:** Experience on Demand

### Qualifications (60 pts ttl)

<table>
<thead>
<tr>
<th>Question</th>
<th>Evaluator 1 DM</th>
<th>Evaluator 2 LW</th>
<th>Evaluator 3 GD</th>
<th>Evaluator 4 LB</th>
<th>Evaluator 5 MB</th>
<th>Average Score per Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Briefly introduce your Firm including the number of years in business including experience with ERCOT (Electric Reliability Council of Texas)</td>
<td>50</td>
<td>45</td>
<td>40</td>
<td>48</td>
<td>55</td>
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<tr>
<td>2. Provide a summary of the administration, organization and staffing of your Firm, including multiple offices, if applicable</td>
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**Qualifications Sub-Totals:**

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**Qualifications Average Score:**

47.6

### Experience (30 pts ttl)

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<tbody>
<tr>
<td>1. Provide details on experience and qualifications of the firm in performing services of similar scope and size related to scope in the RFP.</td>
<td>25</td>
<td>20</td>
<td>20</td>
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<td>25</td>
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<tr>
<td>2. Describe at least three (3) projects that are complementary in nature to this project. References for each project should be included (preferably other Municipal, Town, or local governments that the proposer has provided services to).</td>
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<td>3. Examples of previous work with municipally owned electric utilities that are Transmission Dependent Utilities public power cities doing comparable services.</td>
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**Experience Sub-Totals:**

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<tbody>
<tr>
<td>Experience</td>
<td>25</td>
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<td>20</td>
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**Experience Average Score:**

22.0

### Cost Proposal (10 pts ttl)

<table>
<thead>
<tr>
<th>Question</th>
<th>Evaluator 1 DM</th>
<th>Evaluator 2 LW</th>
<th>Evaluator 3 GD</th>
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<td>7</td>
<td>10</td>
<td>5</td>
<td>6</td>
<td>10</td>
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</tr>
<tr>
<td>2. Travel and other reimbursable fees must be estimated and submitted separately from professional fees.</td>
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**Cost Proposal Sub-Totals:**

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<th>Evaluator 1 DM</th>
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<tbody>
<tr>
<td>Cost Proposal</td>
<td>7</td>
<td>10</td>
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**Cost Proposal Average Score:**

8

### OVERALL TOTALS

**Grand Totals:**

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<tr>
<td>Over All</td>
<td>82</td>
<td>75</td>
<td>65</td>
<td>74</td>
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**TOTAL OVERALL Average Score:**

77.2

Notes:

Additional notes
City of Georgetown, Texas
Request for Proposals: 201933 - Electric Risk and Resource Management Services

PROPOSER: Demand Control 2

<table>
<thead>
<tr>
<th>Qualifications (60 pts ttl)</th>
<th>Evaluator 1 DM</th>
<th>Evaluator 2 LW</th>
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<tr>
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<tr>
<td>Qualifications Sub-Totals:</td>
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<thead>
<tr>
<th>Experience (30 pts ttl)</th>
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<td>15</td>
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<td>Experience Sub-Totals:</td>
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<td>30</td>
<td>15</td>
<td>12</td>
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<tr>
<td>Experience Average Score:</td>
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<tr>
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<td>Cost Proposal Sub-Totals:</td>
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<td>7</td>
<td>5</td>
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<td>Cost Proposal Average Score:</td>
<td>5</td>
<td></td>
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</table>

OVERALL TOTALS

| Grand Totals: | 48             | 82             | 50             | 66             | 57             |                           |
| TOTAL OVERALL Average Score: | 60.6           |                |                |                |                |                           |
### City of Georgetown, Texas

**Request for Proposals: 201933 - Electric Risk and Resource Management Services**

**PROPOSER: GEMS**

<table>
<thead>
<tr>
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</table>

**Qualifications Sub-Totals:** 30 45 20 40 45  
**Qualifications Average Score:** 36.0

<table>
<thead>
<tr>
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</table>

**Experience Sub-Totals:** 25 30 10 22 10  
**Experience Average Score:** 19.4

<table>
<thead>
<tr>
<th>Cost Proposal (10 pts ttl)</th>
<th>1. Provide a detailed cost proposal broken down by task or phase. The City may elect to complete any combination of tasks or phases. Indicate any cost savings available by completing one or more or any combination of tasks or phases.</th>
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**Cost Proposal Sub-Totals:** 2 7 5 3 0  
**Cost Proposal Average Score:** 3

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<thead>
<tr>
<th>OVERALL TOTALS</th>
<th>Additional notes</th>
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<tbody>
<tr>
<td>Grand Totals:</td>
<td>57 82 35 65 55</td>
</tr>
<tr>
<td>TOTAL OVERALL Average Score:</td>
<td>58.8</td>
</tr>
</tbody>
</table>
SUBJECT:
Consideration and possible action to acknowledge the correspondence from Bloomberg Philanthropies regarding the Bloomberg Grant Agreement between the City and Bloomberg and direct staff to proceed accordingly -- Jack Daly, Assistant to the City Manager

ITEM SUMMARY:

FINANCIAL IMPACT:
The City will return unused grant proceeds in the amount of $100,000.

SUBMITTED BY:
Jackson Daly

ATTACHMENTS:

Bloomberg Grant Termination
August 2, 2019

City of Georgetown  
ATTN: David Morgan, City Manager  
P.O. Box 409  
Georgetown, TX 78626

Dear Mr. Morgan:

Bloomberg Philanthropies applauds the ambition and creativity the City of Georgetown demonstrated with their winning Mayors Challenge idea to pursue local energy production and storage (the “Project”). In response to local considerations communicated to us by the City that now is not the proper time to move forward with the Project, we are terminating the related grant agreement. We are open to working together in the future.

To that end, as your team may be aware, pursuant to Section 3(a) of the grant agreement dated January 1, 2019 (the “Grant Agreement”) between The Bloomberg Family Foundation Inc. and the City of Georgetown (the “Grantee”), any Grant Funds not expended or committed for the purposes of the Grant must be returned to the Foundation. In light of the developments outlined above and the fact that the Grant Funds distributed were not expended or committed for the purposes of the Grant, the Foundation is formally requesting the prompt return of $100,000 in unexpended Grant Funds, which represents the total Grant Funds distributed by the Foundation to the Grantee on or about June 26, 2019. In addition, pursuant to Section 9 of the Grant Agreement, the Foundation hereby cancels the Grant with respect to any undistributed Grant Funds. Capitalized terms not otherwise defined in this letter shall have the meanings given to them in the Grant Agreement.

Please acknowledge receipt of this letter by returning a PDF copy with your signature on the next page. If you have any questions, please feel free to contact me directly. Thank you for your attention to this matter.

Sincerely,

[Signature]

James Anderson  
Head, Government Innovation  
The Bloomberg Family Foundation Inc.

cc: Charlie McNabb, City Attorney
ACKNOWLEDGED:

City of Georgetown

By: ____________________________
Name: __________________________
Title: __________________________
SUBJECT:
Consideration and possible action regarding the City Council's Governance Policy -- Jack Daly, Assistant to the City Manager and Skye Masson, First Assistant City Attorney

ITEM SUMMARY:
the City Council reviewed and discussed amending the governance policy at the May 28, 2019 City Council meeting. The proposed governance policy is updated and revised to include language asking Councilmembers to avoid publicly stating an opinion on an item to be considered by the Council in situations where the Council is serving as an appellate body. It is also revised to include language clarifying the process to address perceived violations of the policy.

FINANCIAL IMPACT:
None at this time.

SUBMITTED BY:
Jack Daly

ATTACHMENTS:

Resolution
Governance Policy
Governance Policy (Redline)
RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF GEORGETOWN, TEXAS, ADOPTING AN AMENDED GOVERNANCE POLICY.

WHEREAS; on January 25, 1994 the City Council of the City of Georgetown passed and approved Resolution No. 940125-UU adopting revised governance policies for City Councilmembers and for their relation to Staff; and

WHEREAS, on July 10, 2012 the City Council approved Resolution No. 071012-Q adopting revised governance policies; and

WHEREAS, the City Council reviewed and discussed amending the governance policy at the May 28, 2019 City Council meeting; and;

WHEREAS, the City Council determines that the governance policy should be updated and revised to include language asking Councilmembers to avoid publicly stating an opinion on an item to be considered by the Council in situations where the Council is serving as an appellate body; and

WHEREAS, the City Council determines that the governance policy should be updated and revised to include language clarifying the process to address perceived violations of the policy; and

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

The Governance Policy attached as Exhibit A is hereby adopted.

PASSED AND APPROVED this _____ day of ______________, 2019.

_________________________
Dale Ross, Mayor

ATTEST:

_________________________
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_________________________
Charlie McNabb, City Attorney
INTRODUCTION

The Georgetown City Council, including Councilmembers and the Mayor, is the governing body for the City of Georgetown. Therefore, it must bear the initial responsibility for the integrity of governance. The Council is responsible for its own development (both as a body and as individuals), its own discipline, and its own performance. By adopting this policy the Council acknowledges its responsibility to each other, to the professional Staff, and to the public. This policy will be reviewed annually.

GOVERNANCE GUIDELINES

The City Council will govern the City in a manner associated with a commitment to the preservation of the values and integrity of representative local government and democracy, and a dedication to the promotion of efficient and effective governing. The following statements will serve as a guide and acknowledge the commitment being made in this service to the community.

The City Council shall:

- be responsive to the needs of the citizens and the Georgetown Community by providing pro-active visionary and strategic leadership and focusing on the future rather than the past;
- recognize its responsibility to the future generations by developing goals that address the interrelatedness of the social, cultural, and natural characteristics of the community;
- communicate and serve with respect, dignity and courtesy in relations with Staff, all Councilmembers, members of the boards, commissions, committees, and the public;
- endeavor to keep the community informed on municipal affairs and encourage communication between citizens and the City Council;
- strive to develop strong working relationships among Georgetown, Williamson County, Southwestern University, Georgetown Independent School District, Georgetown Chamber of Commerce, and other community and civic organizations;
- be committed to improve the quality of life for the individual and the community; and

...
• be dedicated to the faithful stewardship of the public trust and seek to improve the quality and image of public service.

GOVERNANCE PRINCIPLES

The office of elected official is one of trust and service to the citizens of Georgetown. This position creates a special responsibility for the Georgetown City Councilmember, and the following principles shall govern the conduct of each Councilmember. A Councilmember shall:

• be loyal to the interests of the citizens of Georgetown, superseding conflicting loyalty to advocacy or interest groups, membership on other boards, employment with other organizations, and personal interests as an individual citizen of the City;

• be dedicated to the highest ideals of honor and integrity in all public and personal relationships and conduct themselves, both inside and outside the City’s service, so as to give no occasion for the distrust of their integrity, impartiality or of their devotion to the best interests of the City and the public trust, to merit the respect and confidence of the citizens of Georgetown;

• refrain from any activity or action that may hinder the ability to be independent, objective and impartial on any matter coming before the Council, such as accepting gifts or special favors;

• not condone any unethical or illegal activity, such as using confidential information for personal gain or misusing public funds or time;

• recognize that public and political policy decisions, based on established values, are ultimately the responsibility of the City Council;

• comply with the City’s Ethics Ordinance (Chapter 2.20 of the Georgetown Municipal Code) and other applicable rules governing the conduct of elected officials; and

• conduct business in open meetings for transparency and direct accountability to the citizens of Georgetown.

COUNCIL MEETINGS

Each Councilmember shall:

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• effectively use the Consent Agenda;

• avoid publicly stating an opinion on an item to be considered by the Council in situations where the Council is serving as an appellate body;

• be prepared for meetings and for discussion of the Agenda; and

• be informed about action taken by the Council when the Councilmember is absent.

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Staff support includes: preparation of an agenda; preparation of reports providing a brief background of the issues, a list of alternatives, recommendations, and appropriate backup materials, if necessary; and preparation and maintenance of permanent minutes of advisory body meetings. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. It is important to note that City Staff seeks to not influence boards, commissions and committees in their decision making process. Staff should provide information on options considered along with a summary of pros and cons of each
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All instructions to board, commissions and committees by the City Council shall be in writing or made on the record at a City Council meeting.

**VIOLATIONS OF THE GOVERNANCE POLICY**

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CITY OF GEORGETOWN
CITY COUNCIL GOVERNANCE POLICY

INTRODUCTION

The Georgetown City Council, including Councilmembers and the Mayor, is the governing body for the City of Georgetown. Therefore, it must bear the initial responsibility for the integrity of governance. The Council is responsible for its own development (both as a body and as individuals), its own discipline, and its own performance. By adopting this policy the Council acknowledges its responsibility to each other, to the professional Staff, and to the public. This policy will be reviewed annually.

GOVERNANCE GUIDELINES

The City Council will govern the City in a manner associated with a commitment to the preservation of the values and integrity of representative local government and democracy, and a dedication to the promotion of efficient and effective governing. The following statements will serve as a guide and acknowledge the commitment being made in this service to the community.

The City Council shall:

- be responsive to the needs of the citizens and the Georgetown Community by providing pro-active visionary and strategic leadership and focusing on the future rather than the past;
- recognize its responsibility to the future generations by developing goals that address the interrelatedness of the social, cultural, and natural characteristics of the community;
- communicate and serve with respect, dignity and courtesy in relations with Staff, all Councilmembers, members of the boards, commissions, committees, and the public;
- endeavor to keep the community informed on municipal affairs and encourage communication between citizens and the City Council;
- strive to develop strong working relationships among Georgetown, Williamson County, Southwestern University, Georgetown Independent School District, Georgetown Chamber of Commerce, and other community and civic organizations;
- be committed to improve the quality of life for the individual and the community; and
• be dedicated to the faithful stewardship of the public trust and seek to improve the quality and image of public service.

**GOVERNANCE PRINCIPLES**

The office of elected official is one of trust and service to the citizens of Georgetown. This position creates a special responsibility for the Georgetown City Councilmember, and the following principles shall govern the conduct of each Councilmember. A Councilmember shall:

• be loyal to the interests of the citizens of Georgetown, superseding conflicting loyalty to advocacy or interest groups, membership on other boards, employment with other organizations, and personal interests as an individual citizen of the City;

• be dedicated to the highest ideals of honor and integrity in all public and personal relationships and conduct themselves, both inside and outside the City's service, so as to give no occasion for the distrust of their integrity, impartiality or of their devotion to the best interests of the City and the public trust, to merit the respect and confidence of the citizens of Georgetown;

• refrain from any activity or action that may hinder the ability to be independent, objective and impartial on any matter coming before the Council, such as accepting gifts or special favors;

• not condone any unethical or illegal activity, such as using confidential information for personal gain or misusing public funds or time;

• recognize that public and political policy decisions, based on established values, are ultimately the responsibility of the City Council;

• comply with the City's Ethics Ordinance (Chapter 2.20 of the Georgetown Municipal Code) and other applicable rules governing the conduct of elected officials; and

• conduct business in open meetings for transparency and direct accountability to the citizens of Georgetown.

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SUBJECT:
Consideration and possible action to approve a Resolution granting the petition for the voluntary annexation of an approximate 1.123-acre tract of land in the Orville Perry Survey, Abstract No. 10, and directing publication of notice for proposed annexation, for the property generally located at 34 Skyline Drive -- Andreina Dávila-Quintero, AICP, Current Planning Manager

ITEM SUMMARY:
Overview of Applicant’s Request:
The applicant has submitted a petition to annex an approximate 1.123-acre tract of land generally located along Skyline Dr. The action required of Council is to hear a petition for voluntary annexation submitted in accordance with State Law, and take action to grant or deny the petition.

If the petition is granted, City staff will proceed with the following tentative schedule:
- August 13, 2019: Resolution granting the Petition for Annexation
- September 10, 2019: 1st Public Hearing held at City Council Meeting @ 3pm
- September 10, 2019: 2nd Public Hearing held at City Council Meeting @ 6pm
- October 8, 2019: 1st Reading of Ordinance at City Council Meeting
- October 22, 2019: 2nd Reading of Ordinance at City Council Meeting

FINANCIAL IMPACT:
City services, including police and fire protection, emergency medical services, solid waste collection and disposal are immediately subject to the property. Extension of capital improvements such as water and wastewater systems will be subject to the City’s utility extension and improvement policy or the terms of any potential agreement with the property owner.

SUBMITTED BY:
Ethan Harwell, Planner

ATTACHMENTS:

Resolution
Exhibit A - Location Map
Exhibit B - Field Notes
Exhibit C - Petition (Letter of Intent)
RESOLUTION NO. ____________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, GRANTING A PETITION FOR THE VOLUNTARY ANNEXATION OF CERTAIN TERRITORY CONSISTING OF AN APPROXIMATELY 1.123-ACRE TRACT IN THE ORVILLE PERRY SURVEY, ABSTRACT NO. 10; AND DIRECTING PUBLICATION OF NOTICE FOR PROPOSED ANNEXATION.

WHEREAS, the owners of the hereinafter described area of land have requested the governing body of the City of Georgetown, pursuant to Local Government Code Chapter 43.028, by written petition, properly acknowledged, to annex said area of land into the City of Georgetown, to-wit:

1.123-acre tract of land situated in the Orville Perry Survey, Abstract No. 10, more particularly shown on the map attached hereto as Exhibit “A” and described by metes and bounds in Exhibit “B,” which are attached hereto and incorporated herein by reference as if set forth in full.

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

SECTION 1: That the said Petition, being proper and according to law, shall be, and is hereby, granted; and, further, the City Secretary is directed to commence the publication of notices of two public hearings before the City Council on the subject of the proposed annexation of said area into the city limits; and further, to place upon the City Council Agendas the consideration of the passage of an ordinance annexing said area into the city limits in accordance with State Law.

SECTION 2: The Mayor is hereby authorized to execute, and the City Secretary to attest this Resolution.

SECTION 3: This resolution shall become effective immediately upon adoption.

RESOLVED this 13th day of August, 2019.

THE CITY OF GEORGETOWN: ATTEST:

__________________________ _________________________
Dale Ross Robyn Densmore, TRMC
Mayor City Secretary

APPROVED AS TO FORM:

__________________________
Charlie McNabb
City Attorney
EXHIBIT “A”

BEING A 1.123 ACRES OF LAND OUT OF THE ORVILLE PERRY SURVEY, ABSTRACT 10, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.428 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO H4WR PHASE 3A, LLC RECORDED IN DOCUMENT NUMBER 2019020656 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a set 1/2" iron rod with a red plastic cap stamped “MATKINHOOVER ENG.& SURVEY” on the north line of a called 7.21 acre tract described in deed to Andrew Glenn Mahaffey and wife, Linda Boyd Mahaffey recorded in Volume 2031, Page 413 of the Official Records of Williamson County, Texas (O.R.W.C.T.), the southeast corner of a called 23.120 acre tract described as Tract I in deed to Ashby Signature Homes, LLC recorded in Document Number 2018098005 of the O.P.R.W.C.T. same being the southwest corner of the herein described, from which a 1/2-inch iron rod found for the northwest corner of said 7.21 acre tract bears South 83°39’51” West 370.81 feet;

THENCE North 10°42’16” West with the east line of said Tract I, passing at a distance of 540.77 feet a 1/2-inch iron rod found for the northeast corner of said Tract I and the southeast corner of a called 12.84 acre tract described in deed to Mark L. Price and wife, Paula H. Price recorded in Volume 2477, Page 240 of the O.R.W.C.T., continuing for a total distance of 976.75 feet with the east line of 12.84 acre tract to a set 1/2” iron rod with a red plastic cap stamped “MATKINHOOVER ENG.& SURVEY” for the northwest corner of the herein described, from which the a 1/2-inch iron rod found for the northwest corner of the 1.428 acre tract bears North 11°48’37” West 272.08 feet;

THENCE North 79°16’21” East 50.00 feet through said 1.428 acre tract with the north line of the herein described to a set 1/2" iron rod with a red plastic cap stamped “MATKINHOOVER ENG.& SURVEY” for the northeast corner of the herein described and on the west line of a called 162.77 acre tract described as Tract Two, Parcel Two in deed to Wolf Legacy, LP recorded in Document Number 2013096273 of the O.P.R.W.C.T., from which a 1/2-inch iron rod found for an angle point in the west line of said 1.428 acre tract bears North 10°38’40” West 212.87 feet;

THENCE South 10°42’21” East 980.12 feet with the east line of the herein described and the west line of said 162.77 acre tract to a set 1/2" iron rod with a red plastic cap stamped “MATKINHOOVER ENG.& SURVEY” for the northeast corner of said 7.21 acre tract same being the southeast corner of the herein described;

THENCE South 83°07’56” West 50.14 feet with the north line of said 7.21 feet to the POINT OF BEGINNING and containing 1.123 acres of land.

That I, Cory Blake Silva, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief, and that the property described herein was determined by a survey made on the ground under my direction and supervision.

This description is accompanied by and made a part of a sketch issued by Cory Blake Silva, Registered Professional Land Surveyor No. 6500.
Cory Blake Silva
Registered Professional Land Surveyor No. 6500

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), State Plane Coordinate System of Texas, Central Zone, 4203, US Survey Foot, Grid.
CATEGORY 1A LAND TITLE SURVEY OF
A 1.123 ACRE TRACT OF LAND LOCATED IN THE ORVILLE PERRY SURVEY,
ABSTRACT NO. 10, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION
OF A CALLED 1.428 ACRE TRACT OF LAND AS CONVEYED TO HAWR PHASE
3A, LLC, OF RECORD IN DOCUMENT NO. 2010080108 OF THE OFFICIAL
PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NOTES
1. SURVEYS ARE BASED ON THE STATE PLANE (COORDINATE SYSTEM ESTABLISHED
FOR THE TEXAS CENTRAL ZONE NO. 300, NORTH AMERICAN DATUM (NAD) OF 1983,
MARCH 1988, NO CORRECTIONS APPLIED.
2. REFERENCED PROPERTY IS IN ZONE 3 (SHIGNED), AREAS DETERMINED TO BE
OUTSIDE THE 1/2% ANNUAL FLOODPLANE AS ENCLOSED FROM TFM 132, FIRM MAP
NO. 01-004-99, DATED SEPTEMBER 29, 2005.
3. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT.

MARK L. PRUZ AND WIFE, PAULA K. PRUZ
(10 A. AC)
VOL. 2727, P. 380
G.R.W.C.T.

ANDREW HERMAN HENDER, LLC
(TRACT: 1), (5 A. AC)
DOC. NO. 01-004-99A
G.R.W.C.T.

CORY BLAKE SILVA
PROFESSIONAL LAND SURVEYOR
TENNESSEE REGISTRATION NO. 3380
CORY.BLAKE@HASKARD.COM
615-474-3626

MATKIN HOOVER
ENGINEERING
& SURVEYING
STATE OF TEXAS
REGISTRATION
6500

LEGEND
POINT OF BEGINNING
1/2" IRON ROD FOUND (UNLESS NOTED)
OFFICIAL, PUBLIC RECORDS
SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER
ENG. & SURVEY" PLASTIC CAP
P.B.
O.R.
P.R.

SCALE: 1"=100'

0 50 100 150 200

5614

0 50 100 150 200

88°35'58"W 310.87'N

KING'S ROAD

CREST ROAD

W. UNIVERSITY AVE

TO GEORGETOWN

3.5 A. AC

SUBJECT TRACT

20 A. AC

WOLF FARM, LP
(TRACT 1), (5 A. AC
DOC. NO. 01-004-99B
G.R.W.C.T.
July 3, 2019

Ms. Sofia Nelson
Planning Director
City of Georgetown, TX

Dear Ms. Nelson,

The property owner of the 1.123 acres generally located at 34 Skyline Road wishes to submit this application for voluntary annexation. The property is contiguous to the current City of Georgetown city limits, and water service and electrical service to the site will be provided by Georgetown Utility Systems.

The property is currently vacant and is utilized for access to the properties located beyond the termination of the improved Skyline Drive. There are no residents living on the property.

The applicant wishes to submit this application to allow construction of a road providing access to the Maravilla Subdivision, a residential subdivision comprising 19 total lots. The applicant reserves the right to withdraw this annexation application from consideration at any time in the proceedings.

With this signed petition for voluntary annexation, the property owner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

Sincerely,

Norm Ashby
Ashby Signature Homes

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Norm Ashby, known to me to be the person whose name is subscribed to this foregoing instrument.

Given under my sign and seal of office this 3 day of July, 2019.

[Signature]

Notary Public, State of Texas
My commission expires on: 7/30/2021
SUBJECT:
Consideration and possible action to approve a Resolution granting the petition for the voluntary annexation of a 30.14-acre tract of land in the William Addison Survey, Abstract No. 21, and approximately 1.182 acres of Rockride Lane, a right-of-way of varying width of record described to Williamson County, Texas, designation of initial zoning of Residential Single-Family (RS) zoning district, and directing publication of notice for proposed annexation, for the property generally located at 2488 Rockride Lane to be known as Rockride Lane Subdivision -- Nat Waggoner, AICP, PMP, Long Range Planning Manager

ITEM SUMMARY:
Overview of Applicant’s Request:
The action required of Council is to hear a petition for voluntary annexation and designation of initial zoning of Residential Single-Family (RS) submitted in accordance with State Law, and take action to grant or deny the petition.

If the petition is granted, City staff will proceed with the following tentative schedule:
- August 13, 2019: Resolution granting the Petition for Annexation with initial zoning designation of Residential Single-Family (RS).
- Oct 1, 2019: Planning & Zoning Public Hearing (initial zoning designations only)
- Oct 22, 2019: 1st Public Hearing held at City Council Meeting @ 3pm
- Oct 22, 2019: 2nd Public Hearing held at City Council Meeting @ 6pm
- Nov 26, 2019: 1st Reading of Ordinance at City Council Meeting
- Dec 10, 2019: 2nd Reading of Ordinance at City Council Meeting

FINANCIAL IMPACT:
City services, including police and fire protection, emergency medical services, solid waste collection and disposal are immediately subject to the property. Extension of capital improvements such as water and wastewater systems will be subject to the City’s utility extension and improvement policy or the terms of any potential agreement with the property owner.

SUBMITTED BY:
Michael Patroski, Planner

ATTACHMENTS:
Resolution
Exhibit 1-Location Map
Exhibit 2- Field Notes and Survey
Exhibit 3-Letter of Intent
RESOLUTION NO. _______________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, GRANTING A PETITION FOR THE VOLUNTARY ANNEXATION OF CERTAIN TERRITORY CONSISTING OF AN APPROXIMATELY 30.14-ACRE TRACT OF LAND SITUATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, AND APPROXIMATELY 1.182 ACRES OF ROCKRIDE LANE; DESIGNATION OF INITIAL ZONING OF RESIDENTIAL SINGLE-FAMILY (RS); AND DIRECTING PUBLICATION OF NOTICE FOR PROPOSED ANNEXATION.

WHEREAS, the owners of the hereinafter described area of land have requested the governing body of the City of Georgetown, pursuant to Local Government Code Section 43.028 by written petition, properly acknowledged, to annex said area of land into the City of Georgetown, to-wit:

30.14-acre tract of land situated in the William Addison Survey, Abstract No. 21, and approximately 1.182 acres of Rockride Lane, more particularly shown on the map attached hereto as Exhibit “A” and described by metes and bounds in Exhibit “B,” which are attached hereto and incorporated herein by reference as if set forth in full.

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

SECTION 1: That the said Petition, being proper and according to law, shall be, and is hereby, granted; and, further, the City Secretary is directed to commence the publication of notices of two public hearings before the City Council on the subject of the proposed annexation of said area into the city limits; and further, to place upon the City Council Agendas the consideration of the passage of an ordinance annexing said area into the city limits in accordance with State Law.

SECTION 2: The Mayor is hereby authorized to execute, and the City Secretary to attest this Resolution.

SECTION 3: This resolution shall become effective immediately upon adoption.

RESOLVED this 13 day of August, 2019.

THE CITY OF GEORGETOWN:

____________________
Dale Ross
Mayor

____________________
Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

____________________
Charlie McNabb
City Attorney
EXHIBIT B  
Rockride ROW Tract – 1.182 Acres  
6820-00

LEGAL DESCRIPTION

FIELD NOTES FOR A 1.182 ACRE TRACT OF LAND OUT OF THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS; BEING OUT OF THE EXISTING RIGHT-OF-WAY OF ROCKRIDE LANE, (COUNTY ROAD NO. 110), A VARIABLE WIDTH RIGHT-OF-WAY, AS MONUMENTED, NO DEED REFERENCE FOUND; SAID 1.182 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the westerly right-of-way line of said Rockride Lane at the northeasterly corner of a called 12.00 acre tract of land described in Document No. 2016050026, Official Public Records of Williamson County, Texas, for the northwesterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, N 68°44'11" E, departing said westerly right-of-way line, crossing said right-of-way, a distance of 58.41 feet to a calculated point on the common line of the remaining portion of a 164.66 acre tract of land described in Document No. 1999083673, Official Public Records of Williamson County Texas and the easterly right-of-way line of said Rockride Lane for the northeasterly corner of the herein described tract;

THENCE, S 21°15'49" E, coincident with said common line, passing at a distance of 381.02 feet, a 1/2-inch iron rod with a cap stamped “HMEADOR RPLS1966” found at the common corner of the remainder of said 164.66 acre tract and a 6.479 acre tract of land described in Document No. 2019007168, Official Public Records of Williamson County, Texas and continuing coincident with the common line of said 6.479 acre tract and said easterly right-of-way line a total distance of 430.99 feet to 1/2-inch iron rod with a cap stamped “CCC4835” found at the common corner of the 6.479 acre tract and a 12.892 acre tract of land described in Document No. 2019006311, Official Public Records of Williamson County Texas, for an angle point of the herein described tract;

THENCE, S 21°30'18" E, coincident with the common line of said 12.982 acre tract and said easterly right-of-way line, passing at a distance of 300.14 feet 1/2-inch iron rod found at the common corner of the 12.892 acre tract and the remaining portion of a 52.53 acre tract of land described in Document No. 2007084257, Official Public Records of Williamson County, Texas and continuing coincident with the common line said remaining portion of the 52.53 acre tract and said easterly right-of-way line a total distance of 444.88 feet to a calculated point for the southeasterly corner of the herein described tract;

THENCE, S 68°29'42" W, departing said common line, recrossing said right-of-way a distance of 60.09 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set on the aforementioned westerly right-of-way line of said Rockride Lane at the southeasterly corner of an 18.12 acre tract of land described in Document No. 2014073916, Official Public Records of Williamson County, Texas for the southwesterly corner of the herein described tract;
THENCE, N 21° 16' 35" W, coincident with the common line of the said 18.12 acre tract and said westerly right-of-way line, passing at a distance of 527.32 feet a 1/2-inch iron rod found at the common corner of the 18.12 acre tract and the aforementioned 12.00 acre tract of land and continuing coincident with the common line of said 12.00 acre tract and said westerly right-of-way line a total distance of 876.12 feet to the POINT OF BEGINNING and containing 1.182 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc., and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, Central Zone, NAD 83. An exhibit plat accompanies this description. This document was prepared under 22 TAC §663.21 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Dion P. Albertson  RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490

Date
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND

DOC. DOCUMENT
NO. NUMBER
O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B. POINT OF BEGINNING
P.R.W.C. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
R.O.W. RIGHT-OF-WAY
 FOUND 1/2" I. ROD UNLESS OTHERWISE NOTED
 SET 1/2" I. ROD W/ "BGE INC" CAP
△ CALCULATED POINT

REMINDER OF A CALLED 164.66 ACRES JAMES DAVID HONEYCUTT, AND WIFE, MARGARET ANN HONEYCUTT DOC. NO. 1999083673 O.P.R.W.C.

1.182 ACRES
51,499 SQUARE FEET
PORTION OF ROCKRIDE LANE
RIGHT-OF-WAY

KIRSCHMAN ACRES
CABINET K. SLIDE
375, P.R.W.C.

WILLIAM ADDISON SURVEY
ABSTRACT NO. 21

CALLED 12.00 ACRES
BLAKE & TERILYN HENDERSON
DOC. NO. 2016050026 O.P.R.W.C.

CALLED 18.12 ACRES
BLAKE & TERILYN HENDERSON
DOC. NO. 2014073916 O.P.R.W.C.

CALLED 12.892 ACRES
ALDON PROPERTIES, LLC.
DOC. NO. 201906311 O.P.R.W.C.

CALLED 6.479 ACRES
ALDON PROPERTIES, LLC.
DOC. NO. 2019007168 O.P.R.W.C.

CALLED 34.19 ACRES
EARL WAYNE BRADY
DOC. NO. 2007084256 O.P.R.W.C.

REMINDER OF A CALLED 52.53 ACRES
LINDA BRADY JOHNSON
DOC. NO. 2007084257 O.P.R.W.C.

LOT 21
DRAINAGE/UTILITY/OPEN SPACE
1.71 AC

AMENDING FINAL PLAT OF KASPER, SECTION 1
DOC. NO. 2018094848 O.P.R.W.C.

LINE TABLE

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<td>58.41'</td>
</tr>
<tr>
<td>L2</td>
<td>S 68'29''42'' W</td>
<td>60.09'</td>
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BEARING BASIS NOTE:
HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE
COORDINATE SYSTEM, NAD83,
TEXAS CENTRAL ZONE.
DISTANCES SHOWN HEREON ARE IN SURFACE USING A COMBINED SCALE FACTOR OF 0.9998697559

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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LEGAL DESCRIPTION

FIELD NOTES FOR A 30.13 ACRE TRACT OF LAND OUT OF THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 18.12 ACRE TRACT OF LAND AS CONVEYED TO BLAKE HENDERSON AND WIFE, TERILYN HENDERSON BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT #2014073916, AND ALL OF A CALLED 12.00 ACRE TRACT OF LAND AS CONVEYED BLAKE HENDERSON AND TERILYN HENDERSON BY WARRANTY DEED RECORDED IN DOCUMENT #2016050026, BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 30.13 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped “BGEINC” set on the westerly right-of-way line of County Road No. 110 (a/k/a Rockride Lane) (width varies, no deed of record found), at the southeasterly corner of said 18.12 acre tract, being the southeast corner of a 200 acre tract of land (historical reference) conveyed to M.R. Cody in Volume 48, Page 612 of the Deed Records of Williamson County Texas at the northeast corner of an 85.2 acre tract of land (historical reference) conveyed to J.J. Johnson and wife, Faye Ole Johnson in Volume 359, Page 358 of the Deed Records of Williamson County, Texas, for the southeasterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 68°53'05" W, coincident with the common line of said 18.12 acre tract and said right-of-way line, passing at a distance of 6.62 feet the northeast corner of the Amending Final Plat of Kasper, Section 1, Subdivision, recorded in Document # 2018094848, Official Public Records of Williamson County, Texas and continuing coincident with the common line of the 18.12 acre tract and said Kasper, Section 1, a total distance of 1,493.36 feet to a 1/2-inch iron rod found at the common corner of the 18.12 acre tract and a called 156.11 acre tract of land conveyed to John Ddimmitt Hughes in Volume 276, Page 49, Deed Records, Williamson County Texas, for the southwesterly corner of the herein described tract;

THENCE, N 21°47'46" W coincident with the common line of the 18.12 acre tract and said 156.11 acre tract, a distance of 528.06 feet to a 1/2-inch iron rod found at the common corner of the 18.12 acre tract and the aforementioned 12.00 acre tract of land, an angle point of the herein described tract;

THENCE, N 21°20'33" W coincident with the common line of said 12.00 acre tract and the 156.11 acre tract, a distance of 349.27 feet to a 1/2-inch iron rod found at the common corner of the 12.00 acre tract and Lot 1, Kirschman Acres Subdivision, recorded in Cabinet K, Slide 376, Plat Records, Williamson County Texas, the northwest corner of herein described tract;
THENCE, N 68°55'47" E coincident with the common line of the 12.00 acre tract, said Lot 1 and Lot 2, said Kirschman Acres Subdivision, passing at a distance of 1,463.56 feet the southeast corner of said Lot 2 and continuing a total distance of 1,498.56 feet to a 1/2-inch iron rod found on the aforementioned west right-of-way line of County Road 110, at the northeast corner of the 12.00 acre, the northeast corner of herein described tract;

THENCE, S 21°16'35" E coincident with the common line of the 12.00 acre tract, the aforementioned 18.12 acre tract and said right-of-way line, a distance of 876.12 feet to the POINT OF BEGINNING and containing 30.13 acres of land, more or less.

I hereby certify that this description was prepared by a survey made on the ground by employees BGE, Inc. on May 16, 2019. A survey plat (Project No. 6820-00) was prepared in conjunction with this metes and bounds description. Bearing orientation is based on the Texas State Plane Coordinate System, Central Zone, NAD 83.

Dion P. Albertson  RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490
City of Georgetown  
Planning and Zoning Commission  
406 West 8th Street  
Georgetown, Texas 78626

RE: Letter of Intent for Voluntary Annexation  
Rockride Lane Development  
City of Georgetown ETJ, Texas 78626

To Whom It May Concern:

Please accept this Letter of Intent for voluntary annexation of the subject 30.14 acre property ("Tract") located adjacent to Rockride Lane into the City of Georgetown. The Tract is currently located within the City of Georgetown ETJ and it is acknowledged that the Tract is contiguous to the current City limits. The Tract is currently used for agricultural purposes, and there are approximately five tenants living on the property of unknown voting status. The requested initial zoning district for the Tract is RS (Residential Single Family).

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings. With this signed petition for voluntary annexation, the landowner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

Justification:

Annexation (IAW UDC Sec. 3.25.030): The City of Georgetown’s 2030 Plan encourages consolidated development patterns within city limits, where feasible, through judicious annexation and capital investments (2.14). The Tract is directly adjacent to an existing medium density residential development and is a perfect example of the type of development described in this section of the UDC. Additionally, the 2030 Plan encourages the staged, orderly expansion of contiguous development to coincide with the expansion of roads and infrastructure (2.14). In addition to being located adjacent to a similar existing development, the Tract will include necessary improvements to connect to recently extended City wastewater lines. The Tract is also located on a Major Arterial (Rockride Lane) and is anticipated to dedicate additional Right-of-Way during the development process.

Initial Zoning (IAW UDC Sec. 3.06.030): Pending an amendment being processed concurrently with this application to change the property’s future land use from Low Density Residential to Moderate Density Residential, the Rockride Lane Development will be consistent with the
Comprehensive Plan. Additionally, all units will be used for detached single family houses, which is consistent with the usage limitations inherent to the RS zoning category.

We appreciate the City of Georgetown’s consideration of this voluntary annexation application.

Respectfully,

[NOTARIZED OWNER’S SIGNATURE]

[Signature]

[Stamp]

Ester Uribe Rendon
Notary Public, State of Texas
My Commission Expires June 30, 2019

Ester Uribe Rendon
6-11-19
SUBJECT:
First Reading of an Ordinance amending Chapter 2.24 entitled “City Council Meeting Rules and Procedures” of the Code of Ordinance of the City of Georgetown relating to City Council procedures; making such other findings and provisions related to the subject; and declaring an effective date -- Jack Daly, Assistant to the City Manager and Skye Masson, Assistant City Attorney

ITEM SUMMARY:
The City Council periodically reviews and updates the Code of Ordinances. During the 86th regular session, the Texas State Legislature approved House Bill 2840, updating certain provisions regarding public testimony in Chapter 551 of the Government Code. The City Council reviewed and discussed amending Chapter 2.24 of the Code of Ordinances related to City Council Procedures at the May 28, 2019 City Council meeting and indicated a desire that the Code of Ordinances be updated in accordance with state law. The proposed changes also amend the process for placing an item on the agenda and change the language related to a motion to amend something previously adopted by the City Council.

FINANCIAL IMPACT:
None at this time.

SUBMITTED BY:
Jack Daly

ATTACHMENTS:

Ordinance
Ordinance (Redline)
ORDINANCE NO. __________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("CITY") AMENDING CHAPTER 2.24 OF THE CODE OF ORDINANCES RELATING TO CITY COUNCIL PROCEDURES; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council periodically reviews and updates the Code of Ordinances; and

WHEREAS, during the 86th regular session, the Texas State Legislature approved House Bill 2840, updating certain provisions regarding public testimony in Chapter 551 of the Government Code; and,

WHEREAS, the City Council reviewed and discussed amending Chapter 2.24 of the Code of Ordinances related to City Council Procedures at the May 28, 2019 City Council meeting; and

WHEREAS, the City Council desires that the Code of Ordinances is updated in accordance with state law.

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

Section 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. Chapter 2.24 of the Code of Ordinances is amended as shown on Exhibit A.

Section 3. 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 4. 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 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:

________________________________  ____________________________
Robyn Densmore        Dale Ross,
City Secretary         Mayor

THE CITY OF GEORGETOWN:

______________________________
Charlie McNabb,
City Attorney

APPROVED AS TO FORM:

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Exhibit A

CHAPTER 2.24. - CITY COUNCIL MEETING RULES AND PROCEDURES

Sec. 2.24.010. - Meetings.

Three types of meetings are recognized:

A. Regular Meetings. Regular meetings will be held on the second and fourth Tuesday nights of each month. The meeting will be held in the Council Chambers commencing no earlier than 6:00 p.m., unless otherwise posted. The Council may reschedule or cancel meetings in order to avoid conflicts, holidays and vacation schedules.

B. Workshop Meetings. The purpose of workshop meetings shall be for the Council to discuss or to explore matters of interest to the City without taking specific action beyond general direction to City staff.

C. Special Meetings. Special meetings may be called at any time by the City Secretary upon the request of the Mayor, the City Manager or three Councilmembers. Notice of special meetings shall be given to all members of the Council who are not absent from the City; provided, however, that any member of the Council who did not receive notice of a special meeting may, either before or after such special meeting is held, waive such notice. It shall not be necessary to give notice to a Councilmember of a special meeting held at a time when such Councilmember is absent from the City, and it shall not be necessary for such absent Councilmember to waive such notice.

Sec. 2.24.020. - Agenda—Placing items on the agenda.

A. The Mayor, a Councilmember, or the City Manager may request an item be placed on the agenda. Agenda items, including any supporting materials to be included in the agenda packets, must be received by the City Secretary's office by the agenda deadline, 5:00 p.m. two Fridays preceding the meeting at which the item is to be considered. A Councilmember request to add an agenda item must be submitted with support from another Councilmember.

B. A Councilmember or the Mayor requesting an agenda item shall be responsible for the preparation of an appropriate agenda item cover sheet, supporting information and documentation, and for presentation of the item at the meeting. If the Mayor or a Councilmember requires City staff assistance to prepare the agenda item, assistance shall be requested through the City Manager's office in a timely manner to provide staff enough time to prepare agenda materials in advance of the desired meeting. If the Mayor's or a Councilmember's agenda item is not properly submitted or cannot be placed on the desired meeting agenda, the City Attorney will advise the Mayor or Councilmember who submitted the item as soon as possible, and will assist the Mayor or Councilmember to correct the agenda item for presentation.
C. Any member of the City staff wishing to have an item placed on the agenda shall submit that item to the City Manager's office for approval. The City Manager may establish procedures for submission of routine items without his approval.

Sec. 2.24.030. - Agenda—Consent agenda.

Routine matters may be placed on a consent agenda which will be treated as one agenda item. Each item included on the consent agenda must be numbered separately and be reasonably explained. Questions and explanation of consent agenda items will be permitted, but there will be no general discussion or debate. Before the consent agenda is voted upon, any item included can be removed upon the request of any Councilmember. Any item removed from the consent agenda upon request will be handled separately in the same manner as an agenda item. Council will vote on the consent agenda as one item; passage of the consent agenda will be passage of each item included thereon. Failure to pass the consent agenda will not defeat each item included thereon, in such event, each item will be considered individually.

Sec. 2.24.040. - Agenda—Agenda packets.

The agenda packets for all regular, workshop, and special meetings will be made available to Councilmembers and for public review on the City's website by 5:00 p.m. on the Friday preceding the meeting.

Sec. 2.24.050. - Agenda—Notice of meetings.

The agenda for all meetings shall be posted by the City Secretary or his/her designee on the City's official bulletin board and on the City's website. Notice of all meetings shall be given by the City Secretary pursuant to State law.

Sec. 2.24.060. - Chairperson.

The Mayor, or in his/her absence, the Mayor Pro Tem, shall preside as Chair at all meetings of the Council. In the absence of both the Mayor and Mayor Pro Tem, the Council shall elect a temporary Chairperson.

Sec. 2.24.070. - General rules—Quorum.

Four Councilmembers plus the Mayor or five Councilmembers shall constitute a quorum for the transaction of business.

Sec. 2.24.080. - General rules—Attendance.

Notification shall be made to the Mayor, the City Manager and the City Secretary if a Councilmember is unable to attend a meeting.

Sec. 2.24.090. - Call to order.

The meetings of the Council shall be called to order by the Mayor, or in his/her absence, by the Mayor Pro Tem. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called
to order by the City Secretary, and a temporary Chairperson shall be elected as provided in Section 2.24.070.

Sec. 2.24.100. - General rules—Right of floor.

A. Councilmembers. Any Councilmember desiring to speak shall be recognized by the Chairperson, and shall confine his or her remarks to the subject under consideration or to be considered. No Councilmember shall be allowed to speak more than once on any one subject until every Councilmember wishing to speak has spoken. No Councilmember shall be permitted to interrupt another.

B. Members of the Public. Members of the public are welcome and invited to attend all meetings of the Council and will be admitted to the Council Chamber up to the fire safety capacity of the room. Persons who disrupt the meeting may be asked to leave and be removed. Members of the public wishing to address the Council must sign up to speak in accordance with the policy of the Council concerning general public comment at public meetings. Members of the public shall be allowed a maximum of three minutes to speak but may take up to a maximum of six minutes, if another individual who has signed up to speak and is present at the meeting yields his/her time to that speaker; provided however, if more than twenty speakers sign up to speak on an agenda item, each member of the public shall be allowed a maximum of two minutes to speak but may have up to a maximum of four minutes, if another individual who has signed up to speak and is present at the meeting yields his/her time to that speaker. A member of the public may address the Council by: (a) submitting to the City Secretary, at a Council Meeting, the registration form stating the agenda item to be addressed, or (b) filing a request with the City Secretary by noon of the Wednesday prior to the Tuesday Council Meeting stating the subject to be addressed.

C. Special Presentations. Certain topics under consideration of Council may require detailed communication from an individual or organization. Prior approval for consideration as a special presentation must be obtained from the City Manager's office by the agenda deadline of 5:00 p.m. Tuesday preceding the meeting.

In order to qualify as a special presentation, the item should relate to or involve:

1. An economic development project;
2. A development project;
3. Job growth and maintenance;
4. Health and welfare of the community;
5. State or federal legislative update;
6. An organization to which Councilmembers belong as representatives of the City; or
7. Other matters of concern to the City as determined by the City Manager in his discretion.

Sec. 2.24.110. - Code of conduct—Councilmembers.
A. During Council meetings, Councilmembers shall preserve order and decorum and shall, neither by conversation or otherwise, delay or interrupt the proceedings nor refuse to obey the orders of the Mayor or presiding officer or the rules of the Council.

B. The Mayor and Councilmembers shall treat each other with dignity, respect and civility.

C. If a member is speaking out of turn or otherwise transgressing the rules of the Council, the presiding officer shall, or any Councilmember may, call him/her to order, in which case he/she shall immediately refrain from such transgression, unless permitted to explain. The Council shall, if appealed to, decide the case without debate. If the decision is in favor of the member called to order, he/she may proceed, but not otherwise.

Sec. 2.24.120. - Parliamentary procedure.

A. Robert's Rules of Order, Newly Revised, is adopted and shall prevail if there are procedural questions not addressed by provisions of the City Charter and/or the rules of procedure contained in this Chapter. In the event of conflict between the Charter or Code of Ordinances and Robert's Rules of Order, Newly Revised, the Charter and/or Code of Ordinances shall prevail.

B. Motion to Approve. To approve, or ratify, an agenda item, a Councilmember shall make a motion to approve. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote.

C. Motion to Adjourn. To close a meeting, a Councilmember shall make a motion to adjourn. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker, debate, and amendments are not allowed. A majority vote is required.

D. Motion to Recess. To take a break, a Councilmember shall make a motion to recess. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker and debate are not allowed. Amendments may be made if necessary. A majority vote is required.

E. Motion to Table. To postpone the question under discussion, a Councilmember shall make a motion to table. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker, debate, and amendments are not allowed. A majority vote is required.

F. Motion for Previous Question. To end debate and amendments after each Councilmember has had an opportunity to speak, a Councilmember shall make a motion for previous question. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker, debate, and amendments are not allowed. A two-thirds vote is required.

G. Motion to Amend. To alter the wording of a motion, a Councilmember shall make a motion to amend. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker are not allowed. Debate and amendments are allowed. A majority vote is required.
H. Motion to Withdraw. To retract a motion, a Councilmember shall make a motion to withdraw. A second is not required. Interruptions of the speaker, debate, and amendments are not allowed. No vote is necessary.

I. Take from the Table. To call up a question previously tabled, a Councilmember shall make a motion to take from the table. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker, debate, and amendments are not allowed. A majority vote is required.

Sec. 2.24.130. - Motion to Rescind or Amend Something Previously Adopted.

When a question has once been determined by the Council, the same question shall not again be considered until either 90 days thereafter or by a motion to rescind or amend something previously adopted made by a member who voted with the prevailing side of such question.

Sec. 2.24.140. - Voting guidelines.

A. The Mayor shall be entitled to vote only in case of a tie upon all affairs considered by the Council and shall have no veto power as provided in the Charter, Article II, Section 2.06.

B. The Mayor Pro Tem, or Councilmember serving as Chair, shall be entitled to vote as provided in the Charter, Article II, Section 2.06.

C. No Councilmember shall be excused from voting, except as provided in this Section.

D. Councilmembers shall abstain from voting on matters involving the consideration of his/her own official conduct, or where his/her personal interests are involved. Any member prohibited from voting by this Section, other ordinance or State Law shall:

1. File a conflict of interest affidavit with the City Secretary stating the nature of the conflict;
2. Upon commencement of consideration of the matter, announce that he/she is excused from voting on the matter; and
3. Shall not enter into discussion or debate on the matter.

E. Any member who reasonably believes that his/her voting on a matter would create an appearance of impropriety shall be excused from voting. Such member shall state publicly the reason(s) she/he believes voting would be improper.

F. Any Councilmember excused from voting shall be treated as if that member was absent.

G. An affirmative vote of a majority of the Council present and qualified to vote is necessary to repeal or approve any ordinance or take any official action in the name of the City, except as otherwise provided in the Charter, other City ordinances, or the laws of the State of Texas.

H. When considering planning, zoning and development applications, the failure of a positive motion to receive an affirmative vote by the required number of Councilmembers (majority, three-fourths vote, or supermajority) shall be deemed to be a denial of the application by the City Council, unless a subsequent positive motion is affirmatively passed during discussion of the agenda item on the day of the failed motion, or such subsequent meeting of the City Council, if the item is deferred for further consideration.
Sec. 2.24.150. - Suspension of rules.

Any one or all of the provisions of this Chapter may be suspended by a vote of a majority plus one of the members of the Council present and qualified to vote, except such provisions that embody provisions of the Charter, identically or substantially.

Sec. 2.24.160. - Governance policy.

The City Council may adopt a governance policy by resolution consistent with and in furtherance of this Chapter.
CHAPTER 2.24. - CITY COUNCIL MEETING RULES AND PROCEDURES

Sec. 2.24.010. - Meetings.

Three types of meetings are recognized:

A. Regular Meetings. Regular meetings will be held on the second and fourth Tuesday nights of each month. The meeting will be held in the Council Chambers commencing no earlier than 6:00 p.m., unless otherwise posted. The Council may reschedule or cancel meetings in order to avoid conflicts, holidays and vacation schedules.

B. Workshop Meetings. The purpose of workshop meetings shall be for the Council to discuss or to explore matters of interest to the City without taking specific action beyond general direction to City staff. The general public is invited to attend workshop meetings if they wish, but they may not participate in the proceedings unless invited to do so.

C. Special Meetings. Special meetings may be called at any time by the City Secretary upon the request of the Mayor, the City Manager or three Councilmembers. Notice of special meetings shall be given to all members of the Council who are not absent from the City; provided, however, that any member of the Council who did not receive notice of a special meeting may, either before or after such special meeting is held, waive such notice. It shall not be necessary to give notice to a Councilmember of a special meeting held at a time when such Councilmember is absent from the City, and it shall not be necessary for such absent Councilmember to waive such notice.

Sec. 2.24.020. - Agenda—Placing items on the agenda.

A. The Mayor, a Councilmember, or the City Manager may request an item be placed on the agenda. Agenda items, including any supporting materials to be included in the agenda packets, must be received by the City Secretary's office by the agenda deadline, 5:00 p.m. on Tuesday of the week two Fridays preceding the meeting at which the item is to be considered. A Councilmember request to add an agenda item must be submitted with support from another Councilmember.

B. A Councilmember or the Mayor requesting an agenda item shall be responsible for the preparation of an appropriate agenda item cover sheet, supporting information and documentation, and for presentation of the item at the meeting. If the Mayor or a Councilmember requires City staff assistance to prepare the agenda item, assistance shall be requested through the City Manager's office in a timely manner to provide staff enough time to prepare agenda materials in advance of the desired meeting. If the Mayor's or a Councilmember's agenda item is not properly submitted or cannot be placed on the desired meeting agenda, the City Attorney will advise the Mayor or Councilmember who submitted the item as soon as possible, and will assist the Mayor or Councilmember to correct the agenda item for presentation.

C. Any member of the City staff wishing to have an item placed on the agenda shall submit that item to the City Manager's office for approval. The City Manager may establish procedures for submission of routine items without his approval.

Sec. 2.24.030. - Agenda—Consent agenda.

Routine matters may be placed on a consent agenda which will be treated as one agenda item. Each item included on the consent agenda must be numbered separately and be reasonably explained. Questions and explanation of consent agenda items will be permitted, but there will be no general discussion or debate. Before the consent agenda is voted upon, any item included can be removed upon the request of any Councilmember. Any item removed from the consent agenda upon request will be handled separately in the same manner as an agenda item. Council will vote on the consent agenda as one item; passage of the consent agenda will be passage of each item included thereon. Failure to pass

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the consent agenda will not defeat each item included thereon, in such event, each item will be considered individually.

Sec. 2.24.040. - Agenda—Agenda packets.

The agenda packets for all regular, workshop, and special meetings will be made available to Councilmembers and for public review on the City's website by 5:00 p.m. on the Friday preceding the meeting.

Sec. 2.24.050. - Agenda—Notice of meetings.

The agenda for all meetings shall be posted by the City Secretary or his/her designee on the City's official bulletin board and on the City's website. Notice of all meetings shall be given by the City Secretary pursuant to State law.

Sec. 2.24.060. - Chairperson.

The Mayor, or in his/her absence, the Mayor Pro Tem, shall preside as Chair at all meetings of the Council. In the absence of both the Mayor and Mayor Pro Tem, the Council shall elect a temporary Chairperson.

Sec. 2.24.070. - General rules—Quorum.

Four Councilmembers plus the Mayor or five Councilmembers shall constitute a quorum for the transaction of business.

Sec. 2.24.080. - General rules—Attendance.

Notification shall be made to the Mayor, the City Manager and the City Secretary if a Councilmember is unable to attend a meeting.

Sec. 2.24.090. - Call to order.

The meetings of the Council shall be called to order by the Mayor, or in his/her absence, by the Mayor Pro Tem. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the City Secretary, and a temporary Chairperson shall be elected as provided in Section 2.24.070.

Sec. 2.24.100. - General rules—Right of floor.

A. Councilmembers. Any Councilmember desiring to speak shall be recognized by the Chairperson, and shall confine his or her remarks to the subject under consideration or to be considered. No Councilmember shall be allowed to speak more than once on any one subject until every Councilmember wishing to speak has spoken. No Councilmember shall be permitted to interrupt another.

B. Citizens. Members of the Public. Members of the public are welcome and invited to attend all meetings of the Council and will be admitted to the Council Chamber up to the fire safety capacity of the room. Persons who disrupt the meeting may be asked to leave and be removed. Members of the public wishing to address the Council must sign up to speak in accordance with the policy of the Council concerning citizen participation and general public comment at public meetings. Members of the public shall be allowed a maximum of three minutes to speak, but may take up to a maximum of six minutes, if another citizen who has signed up to speak and is present at the meeting yields his/her time to that citizen. Provided however, if more than twenty speakers sign up to speak on an agenda item, each member of the public shall be allowed a maximum of two minutes to speak but may have up to a maximum of four minutes.
if another individual who has signed up to speak and is present at the meeting yields his/her time to that speaker. Persons who disrupt the meeting may be asked to leave and be removed. A citizen member of the public may address the Council up to three times during any calendar quarter by: (a) submitting to the City Secretary, at a Council Meeting, the registration form stating the agenda item to be addressed, or (b) filing a request with the City Secretary by noon of the Wednesday prior to the Tuesday Council Meeting stating the subject to be addressed; and a person may address the Council more than three times in the quarter by, in addition to the requirements of (a) or (b) above, obtaining express approval of the Mayor or any Councilmember for the fourth and subsequent times.

C. Special Presentations. Certain topics under consideration of Council may require detailed communication from an individual or organization. Prior approval for consideration as a special presentation must be obtained from the City Manager’s office by the agenda deadline of 5:00 p.m. Tuesday preceding the meeting.

In order to qualify as a special presentation, the item should relate to or involve:

1. An economic development project;
2. A development project;
3. Job growth and maintenance;
4. Health and welfare of the community;
5. State or federal legislative update;
6. An organization to which Councilmembers belong as representatives of the City; or
7. Other matters of concern to the City as determined by the City Manager in his discretion.

Sec. 2.24.110. - Code of conduct—Councilmembers.

A. During Council meetings, Councilmembers shall preserve order and decorum and shall, neither by conversation or otherwise, delay or interrupt the proceedings nor refuse to obey the orders of the Mayor or presiding officer or the rules of the Council.

B. The Mayor and Councilmembers shall treat each other with dignity, respect and civility.

C. If a member is speaking out of turn or otherwise transgressing the rules of the Council, the presiding officer shall, or any Councilmember may, call him/her to order, in which case he/she shall immediately refrain from such transgression, unless permitted to explain. The Council shall, if appealed to, decide the case without debate. If the decision is in favor of the member called to order, he/she may proceed, but not otherwise.

Sec. 2.24.120. - Parliamentary procedure.

A. Robert's Rules of Order, Newly Revised, is adopted and shall prevail if there are procedural questions not addressed by provisions of the City Charter and/or the rules of procedure contained in this Chapter. In the event of conflict between the Charter or Code of Ordinances and Robert's Rules of Order, Newly Revised, the Charter and/or Code of Ordinances shall prevail.

B. Motion to Approve. To approve, or ratify, an agenda item, a Councilmember shall make a motion to approve. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote.

C. Motion to Adjourn. To close a meeting, a Councilmember shall make a motion to adjourn. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker, debate, and amendments are not allowed. A majority vote is required.

D. Motion to Recess. To take a break, a Councilmember shall make a motion to recess. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the
question before Council and call for the vote. Interruptions of the speaker and debate are not allowed. Amendments may be made if necessary. A majority vote is required.

E. Motion to Table. To postpone the question under discussion, a Councilmember shall make a motion to table. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker, debate, and amendments are not allowed. A majority vote is required.

F. Motion for Previous Question. To end debate and amendments after each Councilmember has had an opportunity to speak, a Councilmember shall make a motion for previous question. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker, debate, and amendments are not allowed. A two-thirds vote is required.

G. Motion to Amend. To alter the wording of a motion, a Councilmember shall make a motion to amend. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker are not allowed. Debate and amendments are allowed. A majority vote is required.

H. Motion to Withdraw. To retract a motion, a Councilmember shall make a motion to withdraw. A second is not required. Interruptions of the speaker, debate, and amendments are not allowed. No vote is necessary.

I. Take from the Table. To call up a question previously tabled, a Councilmember shall make a motion to take from the table. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker, debate, and amendments are not allowed. A majority vote is required.

Sec. 2.24.130. - Motion to reconsider. Rescind or Amend Something Previously Adopted.

When a question has once been determined by the Council, the same question shall not again be considered until either 90 days thereafter or by a motion to reconsider rescind or amend something previously adopted made by a member who voted with the prevailing side of such question.

Sec. 2.24.140. - Voting guidelines.

A. The Mayor shall be entitled to vote only in case of a tie upon all affairs considered by the Council and shall have no veto power as provided in the Charter, Article II, Section 2.06.

B. The Mayor Pro Tem, or Councilmember serving as Chair, shall be entitled to vote as provided in the Charter, Article II, Section 2.06.

C. No Councilmember shall be excused from voting, except as provided in this Section.

D. Councilmembers shall abstain from voting on matters involving the consideration of his/her own official conduct, or where his/her personal interests are involved. Any member prohibited from voting by this Section, other ordinance or State Law shall:
   1. File a conflict of interest affidavit with the City Secretary stating the nature of the conflict;
   2. Upon commencement of consideration of the matter, announce that he/she is excused from voting on the matter; and
   3. Shall not enter into discussion or debate on the matter.

E. Any member who reasonably believes that his/her voting on a matter would create an appearance of impropriety shall be excused from voting. Such member shall state publicly the reason(s) she/he believes voting would be improper.

F. Any Councilmember excused from voting shall be treated as if that member was absent.
G. An affirmative vote of a majority of the Council present and qualified to vote is necessary to repeal or approve any ordinance or take any official action in the name of the City, except as otherwise provided in the Charter, other City ordinances, or the laws of the State of Texas.

H. When considering planning, zoning and development applications, the failure of a positive motion to receive an affirmative vote by the required number of Councilmembers (majority, three-fourths vote, or supermajority) shall be deemed to be a denial of the application by the City Council, unless a subsequent positive motion is affirmatively passed during discussion of the agenda item on the day of the failed motion, or such subsequent meeting of the City Council, if the item is deferred for further consideration.

Sec. 2.24.150. - Suspension of rules.

Any one or all of the provisions of this Chapter may be suspended by a vote of a majority plus one of the members of the Council present and qualified to vote, except such provisions that embody provisions of the Charter, identically or substantially.

Sec. 2.24.160. - Governance policy.

The City Council may adopt a governance policy by resolution consistent with and in furtherance of this Chapter.
SUBJECT:
First Reading of an Ordinance relating to approvals, processing, and requirements for plats and plans pursuant to Chapter 212 of the Local Government Code; repealing conflicting ordinances and resolutions; making such other findings and provisions related to the subject; and declaring and effective date -- Sofia Nelson, Planning Director and Skye Masson, First Assistant City Attorney

ITEM SUMMARY:
The City strives to provide comments on all complete development applications within four weeks of submittal, a metric attained 90% of the time in 2018, and comments on all resubmissions within two weeks of resubmittal, a metric also attained 90% of the time in 2018. Nevertheless, House Bill 3167, enacted by the Texas Legislature on May 21, 2019 and signed into law by the Governor on June 14, 2019, requires the municipal authority responsible for approving plats (the Planning and Zoning Commission) to approve, approve with conditions, or disapprove a subdivision plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, or replat within 30 days of the date the application is filed. The Bill also requires the Commission to take final actions on any resubmissions within 15 days. House Bill 3167 applies to applications filed after September 1, 2019. Currently, site development plans, subdivision construction plans, and other land development applications that are not plats only require administrative approval under the City’s Unified Development Code. House Bill 3167’s requirement that the Commission must approve, conditionally approve, or deny all plats, plans, and other land development applications would have required the Commission to have acted upon over 500 additional applications in 2018. In particular, as the UDC is currently constructed, the new law will require the Commission to take final action on the following applications within 30 days of their filings:
1. Subdivision Plats
2. Side Development Plans
3. Stormwater Permits
4. Driveway Access Permits
5. Subdivision Variances
6. Heritage Tree Removal Permits
7. Heritage Tree Pruning Permits
8. Construction Plans approvals
9. Traffic Impact Analysis approvals
In order to bring these applications to the Commission for final action within 30 days of the date the application is filed, as well as all resubmissions to the Commission within 15 days of the date the response is filed, the City will be required to make various changes to its procedures for the review and approval of certain development applications. Potential changes include:
1. Limiting the days on which certain applications can be filed
2. Requiring certain applications to be approved as prerequisites for other applications
3. Increased application fees, to cover the cost of additional staff (or third-party) reviewers
4. Possibly requiring Council approval in addition to Commission approval
This Ordinance is an omnibus ordinance that authorizes Staff to make the procedural changes necessary to comply with House Bill 3167. It supersedes any conflicting provisions of the UDC as currently written. Staff intends to bring accompanying UDC text amendments to the Commission and Council in the coming months to resolve any such conflicts and/or amend the requirements of the aforementioned permits to allow for Staff, rather than Commission, approval. This Ordinance also requires Staff to bring resolutions back to Council updating the application fee schedule and amending the Commission bylaws in accordance with this Ordinance. The Ordinance also directs Staff to amend the UDC Development Manual as necessary to comply with this Ordinance and House Bill 3167.
Staff recommends approval of this item.

FINANCIAL IMPACT:
The process changes required by HB 3167 will increase the cost to the City to review and approve development applications. City Staff will return to Council on August 27 with a resolution proposing updates to the application fee...
schedule to cover these additional costs to the City.

SUBMITTED BY:
Jim Kahelmeyer, Assistant City Attorney

ATTACHMENTS:

Proposed Ordinance
Ordinance No. ______________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("CITY") RELATING TO APPROVALS, PROCESSING, AND REQUIREMENTS FOR PLATS AND PLANS PURSUANT TO CHAPTER 212 OF THE LOCAL GOVERNMENT CODE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, House Bill 3167, enacted by the Texas Legislature on May 21, 2019 and signed into law by the Governor on June 14, 2019, requires the municipal authority responsible for approving plats to approve, approve with conditions, or disapprove a subdivision plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, or replat within 30 days of the date the application is filed, beginning September 1, 2019; and

WHEREAS, House Bill 3167 requires the municipal authority responsible for approving plats to issue a written statement that sets forth the conditions of a conditional approval or reasons for a denial, to which the applicant may submit a response that purports to address said conditions or reasons, and the municipal authority must approve, approve with conditions, or disapprove the application within 15 days of the date the response is filed; and

WHEREAS, the Planning and Zoning Commission (the "Commission") is the municipal authority responsible for approving plats within the city limits or the ETJ of the City; and

WHEREAS, site development plans, subdivision construction plans, and other land development applications that are not plats currently only require administrative approval under the City’s Unified Development Code ("UDC"); and

WHEREAS, the City strives to provide comments on all complete development applications within four weeks of submittal, a metric attained 90% of the time in 2018, and comments on all resubmissions within two weeks of resubmittal, a metric also attained 90% of the time in 2018; and

WHEREAS, House Bill 3167’s requirement that the Commission must approve, conditionally approve, or deny all plats, plans, and other land development applications would have required the Commission to have acted upon over 500 additional applications in 2018; and...
WHEREAS, in order to bring all plats, plans, and other development applications to the Commission for final action within 30 days of the date the application is filed, as well as all resubmissions to the Commission within 15 days of the date the response is filed, the City will be required to limit the days on which said applications can be filed; and

WHEREAS, in order to bring all plats, plans, and other land development applications to the Commission for final action within 30 days of the date the application is filed, as well as all resubmissions to the Commission within 15 days of the date the response is filed, the City will be required to dedicate additional resources to the review of said applications; and

WHEREAS, in the near future the City intends to amend various provisions of the UDC to comply with House Bill 3167, but the imminence of the September 1, 2019 effective date of House Bill 3167 requires the City Council to forthwith enact an omnibus ordinance that establishes new procedures relating to approvals, processing, and requirements for plats and plans that comply with the legislation and that supersedes any conflicting provisions in the UDC; and

WHEREAS, the City Council finds it necessary to adopt the provisions regarding certain development applications in order to comply with House Bill 3167 as set out herein.

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

Section 1. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 2. The following provisions shall apply to all applicable applications filed with the City after September 1, 2019.

A. Notwithstanding any provisions of the City’s Unified Development Code (“UDC”) or the Commission’s Bylaws to the contrary, the Commission shall be the final authority for the following applications:

1. Subdivision Plat (UDC Section 3.08)
2. Site Development Plan (UDC Section 3.09)
3. Stormwater Permit (UDC Section 3.17)
4. Driveway Access Permit (UDC Section 3.19)
5. Subdivision Variances (UDC Section 3.22)
6. Heritage Tree Removal Permit (UDC Section 3.23)
7. Heritage Tree Pruning Permit (UDC Section 3.24)
8. Construction Plans approval (UDC Section 3.08.100)
9. Traffic Impact Analysis approval (UDC Section 12.09)
B. Notwithstanding any provisions of the UDC or the Commission’s Bylaws to the contrary, the Commission shall approve, conditionally approve, or deny the applications set forth in Section 2.A. of this Ordinance within 30 days of the date the application is filed with the City, as well as any resubmittals within 15 days of the date the response is filed with the City, and the UDC Development Manual adopted pursuant to Section 1.11 of the UDC and the bylaws of the Commission shall be amended accordingly.

C. Notwithstanding any provisions of the UDC to the contrary, for purposes of this Ordinance and Section 212.009 of the Texas Local Government Code, an application is considered “filed” on the date it is submitted to the City and all application fees have been paid, so long as the application is administratively complete.

D. Notwithstanding any provisions of the UDC to the contrary, an application is considered “administratively complete” if the application contains all of the documents and other information necessary to comply with the City’s technical requirements relating to the form and content of the application, as set forth in the UDC Development Manual.

E. Pursuant to Section 212.009(b-1) of the Texas Local Government Code, an applicant may request in writing that the Commission extend the 30-day review period by an additional 30-days, and the Commission shall approve or deny the extension request at the next-available Commission meeting.

F. Beginning September 1, 2019, and notwithstanding and provisions of the UDC or the UDC Development Manual to the contrary, the applications set forth in Section 2.A. of this Ordinance may only be filed with the City not more than once per calendar month, and responses to conditional approval or denial of said applications may only be filed with the City not more than twice per calendar month.

G. The Director of the City’s Planning Department shall, prior to September 1, 2019, publish a calendar of the dates within the next calendar year on which the applications set forth in Section 2.A. of this Ordinance may be filed with the City, as well as the dates within the next calendar year on which responses to the conditional approval or denial of such applications may be filed with the City, and the UDC Development Manual shall be amended accordingly.

H. The Director of the City’s Planning Department shall, prior to September 1, 2019, bring before City Council a resolution for the adoption of a new application fee schedule, effective September 1, 2019, that will cover the additional cost to the City in order to comply with House Bill 3167.
Section 3. All ordinances or resolutions that are in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full 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 and be in full force and effect in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____ of __________, 2019.

PASSED AND APPROVED on Second Reading on the _____ of __________, 2019.

ATTEST:

__________________________
Robyn Densmore, City Secretary

__________________________
Dale Ross, Mayor

APPROVED AS TO FORM:

__________________________
Charlie McNabb, City Attorney
SUBJECT:
First Reading of an Ordinance amending Chapter 1 of the Unified Development Code (UDC) relating to the adoption of the UDC Development Manual, City Construction Specifications and Standards Manual, Drainage Criteria Manual, Utility Improvement and Extension Policy, Access Management Policy, and Municipal Utility District Policy; repealing conflicting ordinances and resolutions; making such other findings and provisions related to the subject; providing for a penalty; and declaring and effective date -- Sofia Nelson, Planning Director and Jim Kachelmeyer, Assistant City Attorney

ITEM SUMMARY:
House Bill 3167, enacted by the Texas Legislature on May 21, 2019 and signed into law by the Governor on June 14, 2019, requires the municipal authority responsible for approving plats (the Planning and Zoning Commission) to approve, approve with conditions, or disapprove a subdivision plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, or replat within 30 days of the date the application is filed.

House Bill 3167 additionally requires the Commission to provide the applicant a written statement that clearly articulates each of the conditions for the conditional approval or reasons for disapproval, including a citation to the law that is the basis for the condition or reason. The Bill applies to certain applications submitted after September 1, 2019.

The City currently requires certain land development applications to comply with various City manuals, standards, and policies in addition to the provisions of the City’s Unified Development Code (UDC). Such documents include but are not limited to:
1. UDC Development Manual
2. City Construction Standards and Specification Manual
3. Drainage Criteria Manual
4. Downtown and Old Town Design Guidelines
5. Traffic Calming Standards
6. Utility Improvement and Extension Policy
7. Access Management Policy
8. Municipal Utility District Policy
9. Landscape and Tree Technical Standards
10. Public Improvement District Policy
11. City Addressing and Street Naming Policy
12. Neighborhood Traffic Management Policy

Some, but not all, of these manuals, standards, and policies have already been adopted by ordinance. Accordingly, in order to comply with House Bill 3167, this Ordinance would adopt, or re-adopt, the current edition of some of these documents by ordinance. It would also require the current version of the adopted policies to be on file in the City Secretary's Office and available for public inspection.

Upon passage of this Ordinance, Staff will be able to clearly cite to the applicable ordinance and regulatory document underpinning any condition of a conditional approval or reason for denial. Applicants will also be better able to submit applications in conformance with all City ordinances, rules, and regulations, since said requirements will be centrally-located and available for public inspection.

Staff recommends approval of this item.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Jim Kachelmeyer, Assistant City Attorney

ATTACHMENTS:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
GEORGETOWN, TEXAS (“CITY”) AMENDING CHAPTER 1 OF
THE UNIFIED DEVELOPMENT CODE RELATING TO THE
ADOPTION OF THE UDC DEVELOPMENT MANUAL, CITY
CONSTRUCTION SPECIFICATIONS AND STANDARDS
MANUAL, DRAINAGE CRITERIA MANUAL, UTILITY
IMPROVEMENT AND EXTENSION POLICY, ACCESS
MANAGEMENT POLICY, AND MUNICIPAL UTILITY
DISTRICT POLICY; REPEALING CONFLICTING
ORDINANCES AND RESOLUTIONS; MAKING SUCH OTHER
FINDINGS AND PROVISIONS RELATED TO THE SUBJECT;
PROVIDING FOR A PENALTY; AND DECLARING AN
EFFECTIVE DATE.

WHEREAS, House Bill 3167, enacted by the Texas Legislature on May 21, 2019
and signed into law by the Governor on June 14, 2019, requires the municipal authority
responsible for approving plats to approve, approve with conditions, or disapprove a
subdivision plan, subdivision construction plan, site plan, land development application,
site development plan, preliminary plat, general plan, final plat, or replat within 30 days of
the date the application is filed, beginning September 1, 2019; and

WHEREAS, House Bill 3167 additionally requires the municipal authority to
provide the applicant a written statement that clearly articulates each of the conditions for
the conditional approval or reasons for disapproval, including a citation to the law that is
the basis for the condition or reason; and

WHEREAS, the City Council finds it necessary to amend Chapter 1 of the Uniform
Development Code (UDC) and adopt certain manuals, standards, and policies by ordinance
in order to comply with House Bill 3167 as set out herein.

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

Section 1. The facts and recitations contained in the preamble of this ordinance
are hereby found and declared to be true and correct and are incorporated by reference
herein and expressly made a part hereof, as if copied verbatim.

Section 2. The following manuals, standards, and policies are hereby adopted as of
the effective date of this Ordinance and shall be made available for inspection in the City
Secretary’s Office located at 808 Martin Luther King, Jr. St., Georgetown, TX 78626:
A. The UDC Development Manual currently on file with the City’s Planning Department at 406 W. 8th Street, as last amended on July 11, 2019.

B. The City Construction Standards and Specifications Manual currently on file with the City’s Systems Engineering Department at 300-1 Industrial Avenue, as last amended on July 30, 2018.

C. The Drainage Criteria Manual currently on file with the City’s Systems Engineering Department at 300-1 Industrial Ave, as last amended on January 12, 2004.

D. The Utility Improvement and Extension Policy currently on file with the Systems Engineering Department at 300-1 Industrial Avenue, as adopted on August 28, 1990 as Ordinance 900404.

E. The Access Management Policy currently on file with the City’s Systems Engineering Department at 300-1 Industrial Avenue, as last amended November 2006.

F. The Municipal Utility District Policy currently on file with the City Manager’s Office at 808 Martin Luther King, Jr. St., as last amended July 24, 2018.

Section 3. Chapter 1 of the UDC is hereby amended as follows:

A. Section 1.11 (“UDC Development Manual”) is hereby deleted in its entirety and replaced with the following:

SECTION 1.11. - UDC DEVELOPMENT MANUAL
The UDC Development Manual contains technical and procedural requirements for the submittal of development applications, as well as application forms, checklists, calendars and other materials to aid applicants in the preparation and submittal of applications. The UDC Development Manual may be amended from time to time by the Director, following posting of the proposed changes on the City's website and a 15-day public comment period.

B. Section 1.12 (“City Construction Specifications and Standards Manual”) is hereby deleted in its entirety and replaced with the following:

SECTION 1.12. - CITY CONSTRUCTION SPECIFICATIONS AND STANDARDS MANUAL
may be amended from time to time by the City’s Development Engineer, following public notice and a 30-day public comment period.

C. Section 1.13 ("Drainage Criteria Manual") is hereby deleted in its entirety and replaced with the following:

SECTION 1.13. - DRAINAGE CRITERIA MANUAL
The Drainage Criteria Manual establishes drainage design procedures and standards for stormwater management systems within the jurisdiction of the City of Georgetown. The Drainage Criteria Manual may be amended from time to time by the City’s Development Engineer, following public notice and a 30-day public comment period.

D. The following is hereby added as Section 1.16 of the UDC:

SECTION 1.16. – UTILITY IMPROVEMENT AND EXTENSION POLICY
The Utility Improvement and Extension Policy contains specifications, standards, and requirements for projects that desire to connect to Georgetown Utility Systems infrastructure. The Utility Improvement and Extension Policy may be amended from time to time by ordinance.

E. The following is hereby added as Section 1.17 of the UDC:

SECTION 1.17. – ACCESS MANAGEMENT POLICY
The Access Management Policy contains specifications, standards, and requirements for properties that desire to connect to public streets, roadways, or rights-of-way in the city limits or the ETJ. The Access Management Policy may be amended from time to time by the City’s Development Engineer, following public notice and a 30-day public comment period.

F. The following is hereby added as Section 1.18 of the UDC:

SECTION 1.18. – MUNICIPAL UTILITY DISTRICT POLICY
The Municipal Utility District Policy contains guidelines and requirements for properties that seek the City’s consent to establish a municipal utility district within the city limits or the ETJ. The Municipal Utility District Policy may be amended from time to time by the City Manager, following public notice and a 30-day public comment period.

Section 4. All ordinances or resolutions that are in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.
Section 5. Any person, firm, or corporation found in violation of the provisions or terms of this Ordinance, or any of the rules, regulations, requirements, procedures, standards, guidelines, or other mandatory provisions of any of the manuals, standards, or policies adopted herein, as heretofore amended, shall constitute a misdemeanor subject to the penalties prescribed under Section 1.08.010 of the Code of Ordinances of the City of Georgetown, as may be amended from time to time.

Section 6. 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 7. 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 City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____ of __________, 2019.
PASSED AND APPROVED on Second Reading on the _____ of __________, 2019.

ATTEST: THE CITY OF GEORGETOWN

_________________________  _______________________
Robyn Densmore, City Secretary  Dale Ross, Mayor

_________________________
Charlie McNabb, City Attorney
City of Georgetown, Texas  
City Council Regular Meeting  
August 13, 2019

SUBJECT:
Public Hearing and First Reading of an Ordinance on a request for a Special Use Permit (SUP) for the Permanent Mobile or Outdoor Food Vendor specific use within the Mixed-Use Downtown (MU-DT) zoning district on the property located at 201 East 9th Street bearing the legal description of Lot 6, Block 9, Glasscock Addition -- Andreina Dávila-Quintero, AICP, Current Planning Manager

ITEM SUMMARY:
Overview of the Applicant's Request:
The applicant is requesting a Special Use Permit (SUP) for the specific use of “Permanent or Outdoor Food Vendor” within the Mixed-Use Downtown zoning district for the operation of the John Mueller Black Box Barbecue food truck.

This Special Use Permit application is unique in that it is the first request submitted since the adoption of the new Mobile Food Vendor ordinance. Prior to this ordinance, Mobile Food Vendors were permitted with the approval of a Temporary Use Permit that was valid for three months and the option to reapply for a new Temporary Use Permit. The applicant has a Temporary Use Permit for the current operation, and is now requesting approval to permanently operate their food establishment at the current location in compliance with all Unified Development Code regulations. As a permanent mobile food vendor establishment site features and amenities such as restrooms, parking, utility connections and food truck manager will be provided on site.

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 3.07.030.C for a Special Use Permit, as outlined in the attached Staff Report.

Public Comments:
As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the Special Use Permit request (27 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (June 30, 2019) and signs were posted on-site. To date, staff has received nine (9) written comment in opposition of the request.

Based on the number of protests received for the request (20.14% of land within 200 feet of the property subject to the request), a 3/4 vote by the City Council is required to approve this Special Use Permit.

Planning and Zoning Commission:
At their August 6, 2019 meeting, the Planning and Zoning Commission recommended denial (4-3) of the request.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Andreina Dávila-Quintero, AICP, Current Planning Manager, and Robyn Miga, Contract Planner

ATTACHMENTS:

2019-6-SUP - P&Z Staff Report
Exhibit 1 - Location Map
Exhibit 2 - Future Land Use Map
Exhibit 3 - Zoning Map
Exhibit 4 - Conceptual Site Layout
Exhibit 5 - Letter of Intent
Exhibit 6 - Public Comments
Ordinance with Exhibits
Planning and Zoning Commission
Planning Department Staff Report

Report Date: July 12, 2019
Case No: 2019-6-SUP
Project Planner: Andreina Dávila-Quintero, AICP, Current Planning Manager, and Robyn Miga, Contract Planner

Item Details

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Black Box Barbecue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location:</td>
<td>201 E. 9th Street, within City Council district No. 6</td>
</tr>
<tr>
<td>Total Acreage:</td>
<td>0.165</td>
</tr>
<tr>
<td>Legal Description:</td>
<td>Lot 6, Block 9, Glass Addition</td>
</tr>
<tr>
<td>Applicant:</td>
<td>A Climbers Dream, LLC</td>
</tr>
<tr>
<td>Property Owner:</td>
<td>AK Makiya</td>
</tr>
<tr>
<td>Request:</td>
<td>Special Use Permit (SUP) for “Permanent or Outdoor Food Vendor” specific use within the Mixed-Use Downtown (MU-DT) zoning district</td>
</tr>
</tbody>
</table>

Case History: This is the first public hearing of this request.

Location Map
Overview of Applicant’s Request

The applicant is requesting a Special Use Permit (SUP) for the specific use of “Permanent or Outdoor Food Vendor” within the Mixed-Use Downtown zoning district for the operation of the John Mueller Black Box Barbecue food truck.

This Special Use Permit application is unique in that it is the first request submitted since the adoption of the new Mobile Food Vendor ordinance. Prior to this ordinance, Mobile Food Vendors were permitted with the approval of a Temporary Use Permit that was valid for three months and the option to reapply for a new Temporary Use Permit. The applicant has a Temporary Use Permit for the current operation and is now asking to permanently operate their food establishment at the current location in compliance with all Unified Development Code regulations. As a permanent mobile food vendor establishment site features and amenities such as restrooms, parking, utility connections and food truck manager will be provided on site.

Site Information

Location:
The subject property is located mid-block along Church Street, just south of East 8th Street, and north of East 9th Street.

Physical and Natural Features:
There are two large pecan trees on the site, but otherwise, it is mostly vacant with the exception of the structure where the Black Box Barbecue currently operates. The structure located on the property is temporary in nature and not meant to be a permanent structure.

Future Land Use and Zoning Designations:
The subject property has an existing Future Land Use designation of Specialty Mixed Use Area and is currently zoned Mixed-Use Downtown (MU-DT). It is located in the Downtown Overlay District, just west of the Old Town Overlay district boundary.

Surrounding Properties:
The subject property is located just off of the Downtown Square in Area 2 of the Downtown Overlay District. This property fronts Church Street, which is one of the main roadways through the Downtown area, and commercial in nature. Uses within the area include retail, restaurant, office and entertainment uses.

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:
### Property History:
The subject property was rezoned in 2000 (Ordinance 2000-17) when many of the Downtown properties were rezoned to Mixed Use Downtown (MU-DT).

### Comprehensive Plan Guidance

#### Future Land Use Map:
The *Specialty Mixed-Use Area* designation accommodates large-scale mixed-use developments that are mostly commercial and usually near intense regional commercial uses and the I-35 corridor. This

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**Aerial Map and Surrounding Uses**

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<table>
<thead>
<tr>
<th>DIRECTION</th>
<th>ZONING DISTRICT</th>
<th>FUTURE LAND USE</th>
<th>EXISTING USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Mixed Use Downtown (MU-DT)</td>
<td>Specialty Mixed Use Area</td>
<td>Currently vacant, but proposed mixed-use retail and office uses</td>
</tr>
<tr>
<td>South (corner of 9th and Church St.)</td>
<td>Residential Single-Family (RS)</td>
<td>Moderate Density Residential</td>
<td>Vacant</td>
</tr>
<tr>
<td>East (along 9th St.)</td>
<td>Mixed Use Downtown (MU-DT)</td>
<td>Specialty Mixed Use Area</td>
<td>Residential structure</td>
</tr>
<tr>
<td>West</td>
<td>Specialty Mixed Use Area</td>
<td>Sweet Lemon and 600 Degrees</td>
<td></td>
</tr>
</tbody>
</table>
category encourages the creation of well planned “centers” designed to integrate a variety of complementary uses, with an emphasis on retail, offices, and entertainment activities. These centers may also include civic facilities and parks or other green spaces. Housing, in the form of apartments, townhomes, condominiums, and live-work spaces, is also encouraged in these mixed-use areas, generally in higher densities. These areas should be designed in a pattern of pedestrian-oriented, storefront-style shopping streets, with shared parking and strong pedestrian linkages to the surrounding areas.

Growth Tier:
The subject property is located within Growth Tier 1A. Tier 1A is that portion of the city where infrastructure systems are in place, or can be economically provided, and where the bulk of the city’s growth should be guided over the near term. Within Tier 1A, the city is called on to conduct assessments of public facility conditions and capacities, and to prioritize short and long term capital investments so as to ensure that infrastructure capacity is sufficient to serve development intensities as indicated on the Future Land Use Map and in the zoning districts.

Other Master Plans: Downtown Master Plan:
The 2030 Comprehensive Plan identifies a number of land use goals, policies and actions that support the densification and diversity of land uses in, and immediately surrounding, the Downtown Overlay District. These policies include:

1.B. Promote more compact, higher density development (e.g., traditional neighborhoods, Transit-Oriented Development, mixed-use, and walkable neighborhoods) within appropriate infill locations.
1.E. Expand regulatory provisions and incentives to encourage innovative forms of compact, pedestrian friendly development (mixed-use, traditional neighborhood design), and a wider array of affordable housing choices.
2.A. Remove present inadvertent impediments to infill and re-investment in older, developed areas.
4.A. Minimize impacts and encroachments of incompatible land uses (e.g., commercial intrusions into healthy residential neighborhoods).

The Downtown Master Plan, an element of the 2030 Comprehensive Plan, recognizes the potential for development that is compatible in design and scale between the Downtown Overlay District and
surrounding residential neighborhoods. As such, the Downtown Master Plan seeks to maintain the city’s unique character while maximizing opportunities for economic development and for enhancing the quality of life for its residents. The intent is to move the downtown area towards becoming a center of activity not only in the day, but also at night and on weekends, by promoting a mix of commercial, entertainment residential, and civic uses. Creative forms of housing are encouraged, such as attached homes, “lofts,” and live-work units.

The Downtown Master Plan identifies the subject property as being located in the Downtown Core. The Downtown Core has a traditional urban form and atmosphere. According to this Plan, “specialty retail, dining and entertainment venues should be present to position the downtown core as an exciting place distinct from regional suburban shopping centers”. The Master Plan Recommends Projects for this area include:

- Facilitate adaptive reuse of historic buildings
- Promote development of more cultural facilities and entertainment venues

Utilities

The subject property is located within the City’s service area for water, wastewater, and electric. It is anticipated that there is adequate water and wastewater capacity to serve the subject property at this time.

Transportation

The subject property is located midblock along Church Street, just south of East 8th Street, and north of East 9th Street. Church Street is a local street with a narrower pavement section, and street parking allowed on the west side of Church Street, directly adjacent to Sweet Lemon and Founder’s Park Local streets intend to provide access to adjoining properties by collecting the traffic from surrounding areas and distributing it to adjoining collectors or arterial streets. These streets can access both collector level streets and arterial level streets.

The subject property is also located in close proximity to the GoGeo Transfer Station at the Georgetown Public Library on 8th Street, providing access to other residential and commercial areas within the city, including the convention center and St. David’s Hospital.

Zoning district

The Mixed-Use Downtown District (MU-DT) is intended to provide a location for a mix of land uses including general commercial and retail activities, office, as well as single-family and multi-family in the downtown area. Developments in the MU-DT District are typically smaller in size and scope although there may be occasional heavy traffic. The Mixed Use Downtown Zoning District is only appropriate in the traditional downtown area of Georgetown. Properties in MU-DT shall meet the design requirements of the Downtown Overlay District, and Downtown Design Guidelines.

Per Section 5.04 of the UDC, a Special Use Permit (SUP) is required in the MU-DT district for a “Permanent or Outdoor Food Vendor”. A SUP allows for City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this Code. SUPs may be issued only for uses that are generally compatible with
other uses permitted in a zoning district, but that require individual review of their location, design, intensity, etc. Section 5.04 outlines specific SUP requirements for these uses, and include the following:

a. The Mobile or Outdoor Food Vendor(s) shall be a primary use on the property;

b. Each Mobile or Outdoor Food Vendor shall have a City approved connection to City approved electric, water, and wastewater services;

c. A Mobile Food Park Manager shall be designated for the property;

d. Parking shall be provided in accordance with Chapter 9 of the UDC;

e. Toilet facilities and trash receptacles shall be provided on the property in compliance with all applicable City regulations;

f. Amenities including but not limited to tables, chairs, and shade structures may be permitted on the property subject to compliance with this Code; and

g. All vendors, amenities, and other site improvements shall be identified on the SUP Concept Plan and Site Development Plan in accordance with this Code.

The purpose of requiring a SUP for a “Permanent or Outdoor Food Vendor” is to ensure that the Downtown area is to limit the number of establishments with this use in close proximity, as well as to provide well-planned areas that utilize permanent or outdoor food vendors.

Approval Criteria

SUP for the Permanent Mobile or Outdoor Food Vendor Specific Use
Staff has reviewed the request and determined that the proposed request complies with the criteria established in UDC Section 3.07.030.C for a Special Use Permit, as outlined below:

<table>
<thead>
<tr>
<th>APPROVAL CRITERIA</th>
<th>FINDINGS</th>
<th>STAFF COMMENTS</th>
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<tbody>
<tr>
<td>1. The proposed special use is not detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants.</td>
<td>Partially Complies</td>
<td>The proposed special use is not detrimental to the surrounding neighborhood, as it meets the specific use requirements of the UDC with the exception of the parking requirements. The applicant wishes to seek relief from this requirement. While complete relief may not be granted as part of the Special Use Permit process, an Administrative Exception for an Alternative Parking Plan may be requested prior to or at the time of Site Development Plan. Alternative Parking Plans may include shared parking, off-site parking, on-</td>
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<td>APPROVAL CRITERIA</td>
<td>FINDINGS</td>
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<td>street parking, fee-in-lieu of parking, an alternative plan, or a combination of any of these options as approved by the Historic Preservation Officer. Given that zoning takes place prior to that stage of development, the current application does not accommodate the parking requirements that are required for the Special Use Permit in UDC Section 5.04.020(Y). However, the applicant meets all other requirements as set forth in the UDC for Permanent Mobile or Outdoor Food Vendors, as well as the additional setback and bufferyard requirements where the subject property is directly adjacent to Residential Single-Family (RS) zoning.</td>
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<td>2. The proposed conceptual site layout, circulation plan, and design are harmonious with the character of the surrounding area.</td>
<td>Complies</td>
<td></td>
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<tr>
<td>Much of the eastern portion of Church Street is undeveloped in this block, with the eastern portion of the block (along Myrtle St) developed with an event facility, office and single-family residential uses. There is an approved 2-story mixed-use commercial development on the property to the north (Heritage Court), to which the Planning and Zoning Commission granted a Subdivision Variance to waive the cross-access requirement across their parking lot and connecting to the subject property. While the proposed conceptual site layout shows a row of parking at the rear (east portion) of the subject property, no access exists or is proposed to this parking lot. In place of a parking lot, the applicant wishes to be relieved of the parking requirements, which is a condition that must be met as part of this Special Use Permit. As previously mentioned, the applicant has the option to apply for an Administrative</td>
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<td>APPROVAL CRITERIA</td>
<td>FINDINGS</td>
<td>STAFF COMMENTS</td>
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<td>3. The proposed use does not negatively impact existing uses in the area and in the City through impacts on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection and the ability of existing infrastructure and</td>
<td>Partially Complies</td>
<td>Exception for an Alternative Parking Plan at time of Site Development Plan. Other property in the same area include restaurants with outdoor patios, and single-family residential. Given that this property is directly adjacent to residential zoned properties to the east, the applicant has shown the required 10’ buffer yard along the east property line to relieve some of the disturbance a commercial use may have on a residential property. All proposed changes to accommodate the proposed use are to allow for more seating and gathering spaces, including a permanent patio area and an area for yard games, all of which are promoted within the Downtown Master Plan. The conceptual site layout shows the primary/active use on the western portion of the subject property along the street frontage consistent with other development in the area. Moreover, the provision of the required 10-foot landscape buffer and 4-foot privacy fence along the east property line minimize the impact of the use on the adjacent residential property. With these conditions, staff finds that the proposed use, as designed, is harmonious with the character of the Downtown area.</td>
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services to adequately provide services.

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<tr>
<th>APPROVAL CRITERIA</th>
<th>FINDINGS</th>
<th>STAFF COMMENTS</th>
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<tbody>
<tr>
<td>lesser parking restrictions than other areas in the city to promote infill</td>
<td></td>
<td>The proposed use of “Permanent or Mobile Outdoor Food Vendor” does not require large amounts of parking and is consistent with the walkability pattern and active uses similar to that of the Downtown Square, which is close in proximity.</td>
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<td>development and encourage walkability. At the time of site development, the</td>
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<td>applicant will have the option to request an Administrative Exception for an</td>
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<td>Alternative Parking Plan if onsite parking is not able to be provided on site.</td>
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<tr>
<td>Alternative Parking Plan may include shared parking, off-site parking, on-street</td>
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<td>parking, fee-in-lieu of parking, an alternative plan, or a combination of any of</td>
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<td>these options. The proposed use of “Permanent or Mobile Outdoor Food Vendor” does</td>
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<td>not require large amounts of parking and is consistent with the walkability</td>
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<td>pattern and active uses similar to that of the Downtown Square, which is close in</td>
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<td>proximity.</td>
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<tr>
<td>4. The proposed use does not negatively impact existing uses in the area and in</td>
<td></td>
<td>The proposed use will not create any hazardous, injurious, or noxious impacts. As previously mentioned, the primary/active use is proposed along the street frontage where other restaurants with outdoor patio and sitting areas are also located. In addition, the minimum required 10-foot landscape buffer and 4-foot privacy fence is proposed along the east property line to minimize the impact of the use on the adjacent residential properties. The proposed use will be subject to the noise, smoke and other nuisance standards of the City Code to ensure no adverse impact on the adjacent properties and surrounding area.</td>
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<tr>
<td>the City through the creation of noise, glare, fumes, dust, smoke, vibration,</td>
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<tr>
<td>fire hazard or other injurious or noxious impact.</td>
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<td></td>
<td>Complies</td>
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In summary, the proposed use of “Permanent or Mobile Outdoor Food Vendor” complies with two (2) and partially complies with two (2) of the approval criteria of the Unified Development Code Requirements outlined in Section 5.04, for a SUP and the zoning use regulations. Staff has found that the proposed special use, as proposed to be developed in the conceptual site layout, does not adversely affect the surrounding area and fits within the character of the Downtown area. However, given that
zoning is the first step in the development process, and the SUP for “Permanent or Mobile Outdoor Food Vendor” requires that the proposed special use meet all parking requirements outlined in the UDC, staff found that the use, as proposed, partially complied as it currently does not meet this particular requirement. The applicant has the option to request an Administrative Exception for an Alternative Parking Plan to provide the minimum number of parking spaces needed for the proposed use through an alternative design.

Should the Planning and Zoning Commission and City Council find that the request meets the approval criteria for the special use, the subject property will need to be vacated in order to develop it in compliance with the UDC and this SUP. This condition should be included in the approval of the SUP (Ordinance).

Public Notification

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the Special Use Permit request (27 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (June 30, 2019) and signs were posted on-site. To date, staff has received zero (0) written comments in favor, and zero (0) in opposition to the request.

Meetings Schedule

7/16/2019 – Planning and Zoning Commission
8/13/2019 – City Council First Reading of the Ordinance
8/27/2019 – City Council Second Reading of the Ordinance

Attachments

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Conceptual Plan
Exhibit 5 – Letter of Intent
Site Plan Notes:

- This site plan shall be in full compliance with UDC.
- All landscaping, including buffering and screening shall be in full compliance with UDC.
- Total parking spaces required: 9. Site plan proposes 6 parking spaces.

Project Title: Black Box Barbecue
Project Legal Description: Glass Addition, Block 9, Lot 6, Acres 0.165
Project Street Address: 201 E 9th Street
Georgetown, TX 78626
June 1, 2019

City of Georgetown
Planning Department
406 W 8th St.
Georgetown, TX 78626

RE: Letter of Intent

Dear Ms. Nelson, Planning Director

A Climber’s Dream LLC, DBA John Mueller Black Box Barbecue, respectfully requests that the following information be reviewed as part of the application process for a Special Use Permit.

Business Operation: John Mueller Black Box Barbecue, a food establishment
Hours of Operation: Wednesday through Sunday 10:30am – sold out (5:00pm)
Estimated number of employees: 4
Estimated number of attendees: 150 customers per day

John Mueller Black Box Barbecue will follow the requirements in the Uniform Development Code (UDC), Sec. 5.04.020 Y. Black Box Barbecue shall be subject to the standards and limitations for a Permanent Mobile or Outdoor Food Vendor. In accordance with the UDC, Black Box Barbecue will obtain a City approved connection to City approved electric, water, and wastewater services. Toilet facilities and trash receptacles shall be provided on the property in compliance with all applicable City regulations. A Mobile Food Park Manager will be on-site and be responsible for the general management of the park. The designated on-site manager will be owner of Black Box Barbecue. The designated manager will be in compliance with meeting the requirements for a Mobile Food Park Manager.

Black Box Barbecue respectfully requests that an alternative-parking plan be considered and reviewed. Black Box Barbecue is requesting, at this time, to be relieved of the parking requirements and consider public parking which is located adjacent (southwest corner) of the site. Should a parking lot be required, a small parking lot will be located towards the back of the site plan.

Black Box Barbecue respectfully requests that a Special Use Permit be considered and approved. This project is harmonious with the character of the surrounding area, will have no significant negative impact upon the surrounding neighborhoods, or its occupants, or affect existing uses in the area.

If additional information is needed, please contact us via email at johnsullivannueller@icloud.com and mitzigomez@gmail.com.

Sincerely,

A Climber’s Dream LLC
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: 201 E 9th Street

Project Case Number: 2019-6-SUP  P&Z Date: July 16, 2019  Case Manager: Andreina Davila-Quintero

Name of Respondent: Beverly M. Graham

(Please print name)

Signature of Respondent: Beverly M. Graham

(Signature required for protest)

Address of Respondent: 207 East Ninth Street, Georgetown, TX 78626

(Address required for protest)

I am in FAVOR:  

I OBJECT: ✓

Additional Comments:

Please move an industrial type addition to West Georgetown as the consultant suggested. Old Town (East) is family oriented and residential. Keep the way to preserve the heritage of Old Georgetown.

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.
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: 201 E 9th Street

Project Case Number: 2019-6-SUP  P&Z Date: July 16, 2019  Case Manager: Andreina Davila-Quintero

Name of Respondent: Cherry D. Sandberg  (Please print name)

Signature of Respondent: Cherry D. Sandberg  (Signature required for protest)

Address of Respondent: 901 S Church St, Georgetown  (Address required for protest)

I am in FAVOR:  I OBJECT:  

Additional Comments:

I have concerns about the amount of smoke emissions from a large 18'x11'x12' pit trailer.

Also, what are the planned days/hours of operation?

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.
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: 201 E 9th Street

Project Case Number: 2019-6-SUP  P&Z Date: July 16, 2019  Case Manager: Andreina Davila-Quintero

Name of Respondent: Rob Skelton  Natalie Skelton

(Please print name)

Signature of Respondent:   

(Signature required for protest)

Address of Respondent: 806 S. Myrtle St  78626

(Address required for protest)

I am in FAVOR: ________________    I OBJECT: X

Additional Comments:

This proposal does not fit in with the residential portion of downtown. Permanent portable toilets, trailers, etc. is not an attractive look for Old Town.

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.
CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 201 E 9th Street

Project Case Number: 2019-6-SUP P&Z Date: July 16, 2019 Case Manager: Andreina Davila-Quintero

Name of Respondent: LINDA JOHNSON

Signature of Respondent: [Signature]

Address of Respondent: 204 EAST E 9TH STREET GEORGETOWN, TX 78626

I am in FAVOR: [Blank] I OBJECT: [Blank]

Additional Comments:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.
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: 201 E 9th Street

Project Case Number: 2019-6-SUP    P&Z Date: July 16, 2019    Case Manager: Andreina Davila-Quintero

Name of Respondent: John C. Johnson Jr.  
(Please print name)

Signature of Respondent: John C. Johnson Jr.  
(Signature required for protest)

Address of Respondent: 303 E 25th St, Georgetown, TX 78626  
(Address required for protest)

I am in FAVOR: __________________________    I OBJECT: V

Additional Comments:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.
CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners
You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the - described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 201 E 9th Street

Project Case Number: 2019-6-SUP  P&Z Date: July 16, 2019  Case Manager: Andreina Davila-Quintero

Name of Respondent: JAMES C. GREEN
(Please print name)

Signature of Respondent: JAMES C. GREEN
(Signature required for protest)

Address of Respondent: 902 S. MYRTLE ST.
(Address required for protest)

I am in FAVOR: ___________________________ I OBJECT: MIGHTY LEE

Additional Comments:

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.
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Project Name/Address: 201 E 9th Street

Project Case Number: 2019-6-SUP  P&Z Date: July 16, 2019  Case Manager: Andreina Davila-Quiniero

Name of Respondent: John Seaman

(Please print name)

Signature of Respondent: ________________________

(Signature required for protest)

Address of Respondent: 810 S Church St.

(Address required for protest)

I am in FAVOR: ______________________ I OBJECT: □ object □

Additional Comments:

__________________________________________________________

It is appropriate to generate more traffic in a densely

crowded environment, next to doors across from single family homes.

My driveway has been blocked numerous times. And portable toilets?

When there is a city restroom right across the street? That means

they expect large crowds. Also, very unpleasant in a dining area.

__________________________________________________________

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.

Perhaps it's all smoke.
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: 201 E 9th Street

Project Case Number: 2019-6-SUP   P&Z Date: July 16, 2019   Case Manager: Andreina Davila-Quintero

Name of Respondent: ELIZABETH MEALY
(Please print name)

Signature of Respondent: [Signature]
(Signature required for protest)

Address of Respondent: 120 8TH ST 78626
(Address required for protest)

I am in FAVOR: _________________   I OBJECT: √

Additional Comments:

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.
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: 201 E 9th Street

Project Case Number: 2019-6-SUP   P&Z Date: July 16, 2019   Case Manager: Andreina Davila-Quintero

Name of Respondent: Larry Olson
(Please print name)

Signature of Respondent: [Signature]
(Signature required for protest)

Address of Respondent: 300 E. 9th St.
(Address required for protest)

I am in FAVOR: __________________________ I OBJECT: [ ]

Additional Comments:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.
An Ordinance of the City Council of the City of Georgetown, Texas, granting a Special Use Permit for the Permanent Mobile or Outdoor Food Vendor specific use within the Mixed-Use Downtown (MU-DT) zoning district on the property generally located at 201 E 9th St bearing the legal description of Lot 6, Block 9, Glasscock Addition; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, an application has been made to the City for the purpose of allowing a special use of the following described real property ("The Property"): Lot 6, Block 9, Glasscock Addition, according to the map or plat thereof recorded in Volume 26, Page 321, of the Plat 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 July 16, 2019 and August 6, 2019, held the required public hearing and submitted a recommendation of denial to the City Council for the requested special use on the Property; and

Whereas, the City Council, at a meeting on August 13, 2019, held an additional public hearing prior to taking action on the requested special use of the Property.

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:

Section 1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City’s Unified Development Code.

Section 2. The Zoning District for the Property shall remain Mixed-Use Downtown (MU-DT) and the Ordinance allowing for the Mobile or Outdoor Food Vendor specific use on the property is hereby adopted, in accordance with the attached Exhibit A (Conceptual Site Plan) and the following conditions:
1) The Mobile or Outdoor Food Vendor specific use shall be limited to one (1) mobile food vendor as identified in the Conceptual Site Plan.

2) A 4-foot privacy fence shall be provided along the east property line as identified on the Conceptual Site Plan.

3) The subject property shall be vacated in order to develop it in compliance with the UDC and this SUP.

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 4. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 13th day of August, 2019.

APPROVED AND ADOPTED on Second Reading on the 27th day of August, 2019.

THE CITY OF GEORGETOWN:

______________________      _________________________
Dale Ross        Robyn Densmore
Mayor         City Secretary

APPROVED AS TO FORM:

______________________
Charlie McNabb
City Attorney
Site Plan Notes:
* This site plan shall be in full compliance with UDC.
* All landscaping, including buffering and screening, shall be in full compliance with UDC.
* Total parking spaces required: 9; site plan proposes 6 parking spaces.

Project Title: Black Box Barbecue
Project Legal Description: Glass Addition, Block A, Lot 6, Acres 0.165
Project Street Address: 201 E 9th Street
Georgetown, TX 78626
SUBJECT:
First Reading of an Ordinance for the voluntary annexation of an approximate 112.85-acre tract in the Williams Addition Survey, Abstract No. 21, and 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 5.1 acres consisting of a portion of County Road 110, a right-of-way of varying width of record described to Williamson County, Texas, and designation of initial zoning of Residential Single-Family (RS) district (106.092 acres) and Agriculture (AG) district (6.755 acres), for the property generally located at the northeast corner of Southwestern Blvd and CR 110, to be known as Patterson Ranch -- Nat Waggoner, AICP, PMP, Long Range Planning Manager

ITEM SUMMARY:
Overview of Applicant’s Request:
The applicant's original request included annexation and designation of initial zoning of Residential Single-Family (RS) district (106.092 acres) and General Commercial (C-3) district (6.755 acres) for a 112.85 acre tract located near the northeast corner of Southwestern Blvd. and CR 110. At the June 4, 2019 Planning & Zoning Commission (P&Z) meeting, the P&Z recommended denial of the C-3 zoning request. After the meeting, the applicant pulled the request for the C-3 zoning of the 6.755 acres. If the annexation is approved, the 6.755 acres will come into the city limits with the default zoning designation of Agriculture (AG). The request for 106.092 acres as Residential Single-Family (RS) has not changed.

The item under consideration tonight is to conduct the First Reading of an Ordinance for the voluntary annexation and designation of Residential Single-Family (RS) district (106.092 acres) and Agriculture (AG) district (6.755 acres) as the initial zoning district designation, submitted in accordance with State Law. Action is required.

Meeting Schedule:
- April 23, 2019: City Council Resolution - COMPLETED
- June 4, 2019: Planning & Zoning Public Hearing - COMPLETED
- July 9, 2019: 1st Public Hearing at City Council Meeting @ 3pm - COMPLETED
- July 9, 2019: 2nd Public Hearing at City Council Meeting @ 6pm - COMPLETED
- August 13, 2019: 1st Reading of Ordinance at City Council Meeting
- August 27, 2019: 2nd Reading of Ordinance at City Council Meeting

Planning and Zoning Commission (P&Z) Recommendation:
At their meeting on June 4, 2019, the P&Z recommended approval of the Residential Single-Family (RS) zoning request and recommended denial of the General Commercial (C-3) original zoning request.

Public Comments:
As required by the Unified Development Code, all property owners within a 200-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (17 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (May 19, 2019 and June 23, 2019) and signs were posted on-site. To date, staff has not received any public comment.

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:

2019-3-ANX - P&Z Staff Report
Exhibit 1 - Location Map
Exhibit 2 - Future Land Use Map
Exhibit 3 - Zoning Map
Exhibit 4 - RS Standards and Permitted Uses
Exhibit 5 - Letter of Intent
Ordinance with Exhibits
Report Date: May 31, 2019  
Case No: 2019-3-ANX  
Project Planner: Chelsea Irby, Senior Planner

### Item Details

- **Project Name:** Patterson Ranch  
- **Project Address:** 4301 Southwestern Blvd, near the corner of Southwestern Blvd and CR 110, within future City Council District No. 7 (upon annexation)  
- **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:**  
Zoning Map Amendment to **zone** the subject property to Residential Single-Family (RS) **and** General Commercial (C-3) **upon annexation**.

**Case History:** This is the first public hearing of this request.

![Location Map](image-url)
Overview of Applicant's Request

The applicant is requesting approximately 106.092 acres to be zoned Residential Single-Family (RS) upon annexation for a residential subdivision. The applicant is also requesting approximately 5.575 acres to be zoned General Commercial (C-3) upon annexation to create a commercial node at Southwest Blvd. and CR 110. The City Council accepted the petition for annexation at their meeting on April 23, 2019. See Exhibit 5 for the applicant’s Letter of Intent.

Site Information

Location:
The subject 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 subject 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.

Future Land Use and Zoning Designations:
The subject property has an existing Future Land Use designation of Moderate Density Residential and Community Commercial. The subject property is not zoned because it is currently outside of the City Limits.

Surrounding Properties:
The surrounding area was generally undeveloped farmland, but has recently started to develop into residential subdivisions. Two large subdivisions nearby are Fairhaven (fka Kasper) to the west and Saddlecreek to the north.

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:

<table>
<thead>
<tr>
<th>DIRECTION</th>
<th>ZONING DISTRICT</th>
<th>FUTURE LAND USE</th>
<th>EXISTING USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>N/A - ETJ</td>
<td></td>
<td>Undeveloped, single-family homes</td>
</tr>
<tr>
<td>South</td>
<td>N/A - ETJ</td>
<td></td>
<td></td>
</tr>
<tr>
<td>East</td>
<td>N/A - ETJ</td>
<td>Low Density Residential (LDR)</td>
<td>Fairhaven (fka Kasper) residential development and Georgetown ISD school site</td>
</tr>
<tr>
<td>West</td>
<td>PUD with a base district of Residential Single-Family (RS), and Public Facilities (PF)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page 2 of 10
Property History:
A Comprehensive Plan Amendment to change the Future Land Use designation from Low Density Residential to Moderate Density Residential (2019-2-CPA) was approved by the City Council on May 28, 2019.

Comprehensive Plan Guidance

Future Land Use Map:
As defined in the 2030 Comprehensive Plan, the *Moderate Density Residential* 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). 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.

As defined in the 2030 Comprehensive Plan, the *Community Commercial* land use category applies to areas that accommodate retail, professional office, and service-oriented business activities that serve more than one residential neighborhood. These areas are typically configured as “nodes” of varying scales at the intersection of arterial roads, or at the intersection of arterials and collectors. Community
commercial areas typically will include some neighborhood-serving commercial uses as well as larger retail uses including restaurants, specialty retail, mid-box stores, and smaller shopping centers. They may also include churches, governmental branch offices, schools, parks, and other civic facilities.

**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 was likely 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.

**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 service provider upon approval of the Annexation. It is anticipated that there is adequate wastewater 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.

**Transportation**
The subject property has frontage along two major roadways – Southwestern Blvd (a Minor Arterial Roadway) and CR 110 (a Major Arterial Roadway).

*Minor 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 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 applicant is requesting approximately 106.092 acres to be zoned Residential Single-Family (RS) upon annexation and approximately 5.575 acres to be zoned General Commercial (C-3) upon
annexation.

The Residential Single-Family (RS) zoning district allows for medium density and its minimum lot size is 5,500 square feet. The RS district contains standards for development that maintain single-family neighborhood characteristics. The RS district may be located within proximity of neighborhood-friendly commercial and public services and protected from incompatible uses. All housing types in the RS district shall use the lot, dimensional and design standards of the district.

Permitted land uses within the district include detached single-family homes and group homes with 6 or less residents. Attached single-family homes, churches, family home day care, and schools among other uses are permitted subject to specific design limitations to ensure compatibility with the surrounding properties. Other uses such as accessory dwelling units, bed and breakfast, group day care, general office and other similar uses may be permitted subject to approval of a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of RS district permitted uses and development standards.

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:

<table>
<thead>
<tr>
<th>ZONING APPROVAL CRITERIA</th>
<th>FINDINGS</th>
<th>STAFF COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.</td>
<td>Complies</td>
<td>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.</td>
</tr>
<tr>
<td>2. The zoning change is</td>
<td>Partially Complies</td>
<td>The Future Land Use designation for a</td>
</tr>
</tbody>
</table>
### Zoning Approval Criteria vs. Findings and Staff Comments

<table>
<thead>
<tr>
<th>Zoning Approval Criteria</th>
<th>Findings</th>
<th>Staff Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>consistent with the Comprehensive Plan.</td>
<td>majority of the subject property is Moderate Density Residential. A portion of the property, at the intersection of Southwestern Blvd. and CR 110, has the Future Land Use designation of Community Commercial.</td>
<td>The zoning designation of Residential Single-Family (RS) and is appropriate in the MDR Future Land Use category because the Comprehensive Plan’s vision for this category is 3.1 to 6 dwelling units/acre with housing types including small-lot detached. The RS zoning designation would achieve this desired density and housing type.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The zoning designation of General Commercial (C-3) partially complies with the Comprehensive Plan.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• It complies because of the Comprehensive Plan’s vision for the Community Commercial node at Southwestern Blvd. and CR 110. The Comprehensive Plan envisions Community Commercial nodes as areas that accommodate retail, professional, office, and service-oriented business activities that serve more than one neighborhood. The northwest corner of Southwestern Blvd and CR 110 has been developed as residential. Because of this, it is important to capture commercial zoning at this intersection to support the increase of residential development in this area.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• It partially complies because of the Comprehensive Plan’s recommendation for buffering commercial zoning from</td>
</tr>
</tbody>
</table>
residential uses. This is outlined in Goal 4 of the Land Use goals: “Maintain and strengthen viable land uses and land use patterns...” More specifically, policy 4.A is to “minimize the impacts and encroachments of incompatible land uses (e.g., commercial intrusions into healthy residential areas.”

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</tr>
</tbody>
</table>

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 zoning request of Residential Single-Family (RS) and General Commercial (C-3) promotes orderly development because it is consistent with the development trends of the area. Additionally, the zoning request for C-3 promotes orderly development because it supports the requested RS zoning as well as the nearby residential areas.

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**

The zoning request for Residential Single-Family (RS) is compatible with the zoning and character of the surrounding area. The RS zoning would allow the type of development that is trending on the east side of IH-35. There are multiple developments in the area that have a base district of RS, including Teravista, Gatlin Crossing, Fairhaven (fka Kasper), and Saddlecreek. The zoning request for General Commercial (C-3) partially complies with compatibility to the zoning and character of the surrounding area because it would be directly adjacent to residential. This would not create a smooth transition of uses. The Local Commercial (C-1) district would have less of an impact on the surrounding uses while still providing non-residential uses to support the nearby residential areas. However, it is appropriate in this context because of the following reasons:
• The request for C-3 is at the intersection two major roadways and has a Future Land Use designation of Community Commercial.

• The Future Land Use designation of Community Commercial is envisioned to support more than one neighborhood. There have been many large residential developments and entitlements in this area (Teravista, Gatlin Crossing, Fairhaven, and Saddlecreek) and there is a lack of supporting commercial development. The requested C-3 zoning district would not only support the residential use in this proposed development, but it would also contribute to the commercial needs of the greater area. The size of the property would limit the amount of intense commercial uses that could be developed on the property.

• The C-3 district would allow the uses that the Community Commercial node envisions to support residential uses, like General Office, General Retail, and Personal Services.

• The UDC contains development standards for commercial uses when they are adjacent to residential that will protect the residential area. The rear setback to residential is 25’, the side setback to residential is 15’, and a 15’ landscaped bufferyard is required on property lines that are adjacent to residential. Additionally, all building
ZONING APPROVAL CRITERIA | FINDINGS | STAFF COMMENTS
--- | --- | ---
elevations that are facing public roadways and residential areas are subject to greater articulation and building design requirements. | | |

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 of 112.85 acres has ample land area to plat residential lots that conform to the standards of the Residential Single-Family (RS) zoning district. Additionally, there is ample land area near the major thoroughfares to plat lots that conform to the General Commercial (C-3) zoning district standards, including setbacks and bufferyards.

In summary, the request for Residential Single-Family (RS) zoning continues a pattern of residential development that promotes orderly development and is compatible with the character of the surrounding area.

The request for General Commercial (C-3) zoning at the intersection of Southwestern Blvd. and CR 110 could be appropriate because of the Community Commercial node envisioned by the Comprehensive Plan. The C-3 area would also aid in serving the other nearby residential areas that have developed without supporting commercial uses. However, C-3 is usually not compatible adjacent to residential uses, as it does not provide for a smooth transition of uses. Nearby areas, like along San Houston Ave (designated as a Freeway), would be more appropriate for C-3 zoning.

Meeting Schedule

4/23/2019 – City Council Resolution for Annexation Petition  
6/25/2019 3pm – City Council Public Hearing #1  
6/25/2019 6pm – City Council Public Hearing #2  
7/23/2019 – City Council First Reading of the Ordinance  
8/13/2019 – 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 (17 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (May 19, 2019)
and signs were posted on-site. To date, staff has received zero (0) written comments in favor or 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 RS and C-3 districts  
Exhibit 5 – Letter of Intent
Future Land Use / Overall Transportation Plan

2019-3-ANX

Exhibit #2
### Residential Single-Family (RS) District

#### District Development Standards

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Minimum Lot Size = 5,500 square feet</th>
<th>Front Setback = 20 feet</th>
<th>Bufferyard = 10 feet with plantings when non-residential develops</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Width = 45 feet</td>
<td></td>
<td>Side Setback = 6 feet</td>
<td>Adjacent to residential</td>
</tr>
<tr>
<td>Corner Lot Width = 55 feet</td>
<td></td>
<td>Rear Setback = 10 feet</td>
<td></td>
</tr>
<tr>
<td>Maximum Building Height = 35 feet</td>
<td></td>
<td>Side/Rear Street Setback = 15 feet</td>
<td></td>
</tr>
<tr>
<td>Maximum Building Height = 35 feet</td>
<td></td>
<td>Street Facing Garage Setback = 25 feet</td>
<td></td>
</tr>
<tr>
<td>Maximum Building Height = 35 feet</td>
<td></td>
<td>Unloaded Street Setback = 20 feet</td>
<td></td>
</tr>
</tbody>
</table>

#### Specific Uses Allowed within the District

<table>
<thead>
<tr>
<th>Allowed by Right</th>
<th>Subject to Limitations</th>
<th>Special Use Permit (SUP) Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group Home (&lt;7 residents)</td>
<td>Church (with columbarium)</td>
<td>Accessory Dwelling Unit</td>
</tr>
<tr>
<td>Single-family Detached</td>
<td>Day Care (family home)</td>
<td>Activity Center (youth/senior)</td>
</tr>
<tr>
<td>Utilities (Minor)</td>
<td>Golf Course</td>
<td>Bed and Breakfast (with events)</td>
</tr>
<tr>
<td></td>
<td>Home Based Business</td>
<td>Cemetary/Columbaria/Mausoleum</td>
</tr>
<tr>
<td></td>
<td>Nature Preserve/Community Garden</td>
<td>Community Center</td>
</tr>
<tr>
<td></td>
<td>Neighborhood Amenity Center</td>
<td>Day Care (Group)</td>
</tr>
<tr>
<td></td>
<td>Park (Neighborhood)</td>
<td>Emergency Services Station</td>
</tr>
<tr>
<td></td>
<td>School (Elementary)</td>
<td>General Office</td>
</tr>
<tr>
<td></td>
<td>Single-family Attached</td>
<td>Halfway House</td>
</tr>
<tr>
<td></td>
<td>Utilities (Intermediate)</td>
<td>Hospice Facility</td>
</tr>
<tr>
<td></td>
<td>Wireless Transmission Facility (&lt;41')</td>
<td>Rooming/Boarding House</td>
</tr>
</tbody>
</table>

Other uses not listed above may be allowed by right if they comply with the stated development standards.
February 6, 2019

Ms. Sofia Nelson
Planning Director
City of Georgetown, TX

Dear Ms. Nelson,

The property owners (R038849, R462715, R462714, R038850, R038896) of the approximately 97 acres located at 4301 Southwestern Blvd., wish to submit this application for voluntary annexation. The property is contiguous to the current City of Georgetown city limits, and wastewater to the site will be provided by Georgetown Utility Systems.

The property is currently utilized as a single family residence. There are 5 residents living on the property, each of them over age 18. Their signatures are included with this petition.

The applicant wishes to submit this application to zone the property to Residential Single Family (RS) and General Commercial (C-3), allowing the development of a residential subdivision, with associated commercial uses. The applicant reserves the right to withdraw this annexation application from consideration at any time in the proceedings.

With this signed petition for voluntary annexation, the property owner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

Sincerely,

[Signature]

Owner Name
Glenn Patterson

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Samuel E. Patterson, known to me to be the person whose name is subscribed to this foregoing instrument.

Given under my sign and seal of office this 12 day of Feb, 2019.

[Signature]

Notary Public, State of Texas
My commission expires on: 8-22-2020
February 6, 2019

Ms. Sofia Nelson  
Planning Director  
City of Georgetown, TX

Dear Ms. Nelson,

The property owners (R038849, R462715, R462714, R038850, R038896) of the approximately 97 acres located at 4301 Southwestern Blvd., wish to submit this application for voluntary annexation. The property is contiguous to the current City of Georgetown city limits, and wastewater to the site will be provided by Georgetown Utility Systems.

The property is currently utilized as a single family residence. There are 5 residents living on the property, each of them over age 18. Their signatures are included with this petition.

The applicant wishes to submit this application to zone the property to Residential Single Family (RS) and General Commercial (C-3), allowing the development of a residential subdivision, with associated commercial uses. The applicant reserves the right to withdraw this annexation application from consideration at any time in the proceedings.

With this signed petition for voluntary annexation, the property owner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

Sincerely,

Kay Patterson  
Owner Name  
Barbara Kay Patterson

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Kay Patterson, known to me to be the person whose name is subscribed to this foregoing instrument.

Given under my sign and seal of office this 6th day of February, 2019.

Matthew Moritz  
Notary Public, State of Texas  
My commission expires on: 08/13/2022
February 6, 2019

Ms. Sofia Nelson
Planning Director
City of Georgetown, TX

Dear Ms. Nelson,

The property owners (R038849, R462715, R462714, R038850, R038896) of the approximately 97 acres located at 4301 Southwestern Blvd., wish to submit this application for voluntary annexation. The property is contiguous to the current City of Georgetown city limits, and wastewater to the site will be provided by Georgetown Utility Systems.

The property is currently utilized as a single family residence. There are 5 residents living on the property, each of them over age 18. Their signatures are included with this petition.

The applicant wishes to submit this application to zone the property to Residential Single Family (RS) and General Commercial (C-3), allowing the development of a residential subdivision, with associated commercial uses. The applicant reserves the right to withdraw this annexation application from consideration at any time in the proceedings.

With this signed petition for voluntary annexation, the property owner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

Sincerely,

[Signature]
Owner Name

[Signature]
Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared [Signature], known to me to be the person whose name is subscribed to this foregoing instrument.

Given under my sign and seal of office this 7th day of February, 2019.

[Signature]
Notary Public, State of Texas
My commission expires on: 08-12-2021
February 6, 2019

Ms. Sofia Nelson  
Planning Director  
City of Georgetown, TX

Dear Ms. Nelson,

The property owner (R442339) of the approximately 15 acres located at 2775 Rockride Ln. that is part of the 4301 Southwester Blvd. project, wish to submit this application for voluntary annexation. The property is contiguous to the current City of Georgetown city limits, and wastewater to the site will be provided by Georgetown Utility Systems.

The property is currently utilized as a single family residence. There are 5 residents living on the property, each of them over age 18. Their signatures are included with this petition.

The applicant wishes to submit this application to zone the property to Residential Single Family (RS) and General Commercial (C-3), allowing the development of a residential subdivision, with associated commercial uses. The applicant reserves the right to withdraw this annexation application from consideration at any time in the proceedings.

With this signed petition for voluntary annexation, the property owner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

Sincerely,

[Signature]

Owner Name

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared [Signature], known to me to be the person whose name is subscribed to this foregoing instrument.

Given under my sign and seal of office this 17th day of February, 2019.

[Signature]

Notary Public, State of Texas
My commission expires on: 07-09-2022

Page 309 of 430
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 Residential Single-Family (RS) (approximately 106.092 acres) and Agriculture (AG) (approximately 6.755 acres) zoning districts for an approximately 112.85-acre tract in the William Addison Survey, Abstract No. 21, and 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 5.1 acres consisting of a portion of County Road 110, a right-of-way of varying width of record described to Williamson County, Texas, generally located at the northeast corner of Southwestern Blvd and CR 110, to be known as Patterson Ranch, 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 Chapter 43 Sub-Chapter C-1; 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 April 23, 2019; and

Whereas, all of the herein-described property lies within the extraterritorial jurisdiction of the City of Georgetown, Texas; and

Whereas, the herein-described property lies adjacent and contiguous to the City of Georgetown, Texas; and

Whereas, all prerequisites of state law and the City Charter have been complied with;

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas that:

Section 1. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this ordinance implements and is not inconsistent or in conflict with any 2030 Comprehensive Plan Vision Statements, Goals and Policies.
Section 2. The City Council of the City of Georgetown hereby annexes into the city limits a 112.85-acre tract in the William Addition Survey, and 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 5.1 acres consisting of a portion of County Road 110, a right-of-way of varying width of record described to Williamson County, Texas, as shown in “Exhibit A”, and described in “Exhibit B” of this Ordinance. “Exhibit C” contains the Service Plan.

Section 3. The 112.85 acres, as described in “Exhibit B” and depicted in “Exhibit A” of this Ordinance, is designated Residential Single-Family (RS) (approximately 106.092 acres) and Agriculture (AG) (approximately 6.755 acres) zoning districts, and is included in City Council District 7, as it is adjacent to Council District 7 and no other City Council Districts.

Section 4. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective and be in full force and effect in accordance with the City Charter.

Passed and Approved on First Reading on the 13 day of August, 2019.

Passed and Approved on Second Reading on the 27 day of August, 2019.

Attest: The City of Georgetown:

_________________________________  _________________________________
Robyn Densmore, TRMC    Dale Ross
City Secretary      Mayor

Approved as to form:

_________________________________
Charlie McNabb
City Attorney
FIELD NOTES FOR A 112.85 ACRE TRACT OF LAND


BEGINNING at iron rod found with plastic cap stamped “STEGER BIZZELL” for an angle point in the west line of the remainder of said 124.91 acre tract, the southwest corner of a called 21.734 acre tract described in deed to Georgetown Independent School District recorded in Document Number 2017086886 of the O.P.R.W.C.T. and on the existing east right-of-way line of County Road 110, also called Rockridge Lane (right-of-way varies);

THENCE North 68°34'42" East 991.33 feet with the west line of said Remainder of 124.91 acre tract and the south line of said 21.734 acre tract with plastic cap stamped “STEGER BIZZELL” for the southwest corner of said 21.734 acre tract;

THENCE North 21°27'28" West 955.55 feet with the west line of the remainder of 124.91 acre tract and the east line of said 21.734 acre tract with plastic cap stamped “STEGER BIZZELL” for the northwest corner of the remainder of said 124.91 acre tract, the northeast corner of said 21.734 acre tract and the south line of a called 4.635 acre tract described in deed to Eric Wayne Butzow and Rhonda Talley-Butzow recorded in Document Number 200768869 of the O.P.R.W.C.T.;

THENCE North 68°32'25" East 1026.79 feet with the north line of said 124.91 acre tract and the south line of said 4.635 acre tract to a 1/2-inch iron rod found for the southeast corner of said 4.635 acre tract;

THENCE North 23°51'12" West 101.02 feet with the east line of said 4.635 acre tract to a 1/2-inch iron rod found for the northeast corner of said 4.635 acre tract and the south line of a called 15.72 acre tract described in deed to Jacob Robert Sedwick recorded in Document Number 2007004976 of the O.P.R.W.C.T.;

THENCE South 68°31'24" West 2011.96 feet with the north line of said 4.635 acre tract and the south line of said 15.72 acre tract to a 1/2-inch iron rod found for the northwest corner of said 4.635 acre tract, the southwest corner of said 15.72 acre tract and on the existing east right-of-way line of County Road 110;

THENCE North 21°17'27" West 50.13 feet with the west line of said 15.72 acre tract and the existing east right-of-way line of County Road 110 to a 1/2-inch iron rod found for the westerly most northwest corner of said 15.72 acre tract and the southwest corner of a called 12.00 acre tract described in deed to Gary T. Collins and wife, Dayna J. Collins recorded in Document Number 2001069029 of the O.P.R.W.C.T.;
THENCE North 68°31′24″ East 1742.17 feet with the north line of said 15.72 acre tract and the south line of said 12.00 acre tract to a iron rod found with plastic cap stamped “CCC 4835” for an angle point in the north line of said 15.72 acre tract and the southeast corner of said 12.00 acre tract;

THENCE North 21°28′41″ West 299.99 feet with the north line of said 15.72 acre tract and the east line of said 12.00 acre tract to a iron rod found with plastic cap stamped “CCC 4835” for an angle point in the north line of said 15.72 acre tract, the northeast corner of said 12.00 acre tract and on the south line of a called 34.19 acre tract described in deed to Earl Wayne Brady recorded in Document Number 2007084256 of the O.P.R.W.C.T.;

THENCE North 68°59′35″ East 1741.81 feet with the north line of said 15.72 acre tract and the south line of said 34.19 acre tract to a set 1/2″ iron rod with a red plastic cap stamped “MATKINHOOVER ENG.& SURVEY” for the northeast corner of said 15.72 acre tract, the southeast corner of said 34.19 acre tract and on the west line of a called 20.00 acre tract described in deed to Jim Webb and wife, Virginia Webb recorded in Document Number 1997018233 of the O.P.R.W.C.T.;

THENCE South 21°44′00″ East 1167.37 feet with the east line of said 15.72 acre tract, the east line of said 30.33 acre tract (2004059479) and the west line of said 20.00 acre tract to a 1/2-inch iron rod found for an angle point in the east line of said 30.33 acre tract (2004059479), the southwest corner of said 20.00 acre tract and the northwest corner of a called 15.126 acre tract described in deed to John Valenta and wife, Myra Valenta recorded in Volume 2225, Page 432 of the O.R.W.C.T.;

THENCE South 21°15′03″ West 130.27 feet with the east line of said 30.33 acre tract (2004059479) and the west line of said 15.126 acre tract to a set 1/2″ iron rod with a red plastic cap stamped “MATKINHOOVER ENG.& SURVEY”;

THENCE South 37°56′53″ West 119.69 feet with the east line of said 30.33 acre tract (2004059479) and the west line of said 15.126 acre tract to a set 1/2″ iron rod with a red plastic cap stamped “MATKINHOOVER ENG.& SURVEY”;

THENCE South 08°08′53″ East 240.12′ feet with the east line of said 30.33 acre tract (2004059479) and the west line of said 15.126 acre tract to a 1/2-inch iron rod found;

THENCE South 16°55′29″ East 78.13 feet with the east line of said 30.00 acre tract (2004059479) and the west line of said 15.126 acre tract to a 1/2-inch iron rod found for the southeast corner of said 30.33 acre tract (2004059479), and angle point in the west line of said 15.126 acre tract and the northeast corner of a called 7.00 acre tract described in deed to Samuel Glenn Patterson recorded in Volume 1902, Page 459 of the O.R.W.C.T.;

THENCE South 70°58′05″ West 610.68 feet with the south line of said 30.33 acre tract (2004059479) and the north line of said 7.00 acre tract to a 1/2-inch iron rod found for an angle point in the south line of said 30.33 acre tract (2004059479) and the northeast corner of a called 7.00 acre tract described in deed to Iva Elizabeth Patterson recorded in Volume 1902, Page 462 of the O.R.W.C.T.;

THENCE South 71°01′37″ West 230.86 feet with the south line of said 30.33 acre tract (2004059479) and the north line of said 7.00 acre tract (1902/462) to a 3/8-inch iron rod found for the southwest corner of said 30.33 acre tract (2004059479) an angle point in the north line of said 7.00 acre tract (1902/462) and the southeast corner of a said 30.33 (2004059478);

THENCE South 71°01′37″ West 272.48 feet with the south line of said 30.33 acre tract (2004059479) and the north line of said 7.00 acre tract (1902/462) to a 1/2-inch iron rod found for angle point of bot1 tract;

THENCE South 51°41′43″ West 155.33 feet with the south line of said 30.33 acre tract (2004059479) and the north line of said 7.00 acre tract (1902/462) to a 1/2-inch iron rod found for the northwest corner of said 7.00 acre tract (1902/462);
THENCE South 23°57′22″ East 468.91 feet with the south line of said 30.33 acre tract (2004059479), the west line of said 7.00 acre tract (1902/462) and the remainder of said 124.91 acre tract to a 1/2-inch iron rod found for and angle point in the south line of said 124.91 acre tract, the southwest corner of said 7.00 acre tract (1902/462) and on the existing north right-of-way line of said County Road 110;

THENCE South 67°25′20″ West 1798.27 feet with the south line of said 124.91 and the existing north right-of-way line of said County Road 110 to a 3/8-inch iron rod found for the southwest corner of the remainder of said 124.91 acre tract;

THENCE with the west line of the remainder of 124.91 acre tract and the existing east right-of-way line of County Road 110 the following four (4) calls:

1. THENCE South 78°35′00″ West 144.05 feet to a 3/8-inch iron rod found;

2. THENCE North 70°09′27″ West 41.92 feet to a 1/2-inch iron rod found;

3. THENCE North 43°51′21″ West 73.26 feet to a 3/8-inch iron rod found;

4. THENCE North 21°18′00″ West 623.79 feet to the POINT OF BEGINNING and containing 112.85 acres of land situated in Bastrop County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document and a Surveyor’s Report are too accompany this field note description. Field work performed on January 14-24, 2019.

That I, Cory Blake Silva, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief, and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Georgetown, Williamson County, Texas

This description is accompanied by and made a part of a sketch issued by Cory Blake Silva, Registered Professional Land Surveyor No. 6500.

Cory Blake Silva
Registered Professional Land Surveyor No. 6500

Job # 19-5001

Date: February 13, 2019
FIELD NOTES FOR A 6.496 ACRE TRACT OF LAND

A BEING 6.496 ACRE TRACT OF LAND, OUT OF THE WILLIAM ADDISON SURVEY, ABSTRACT 21 AND THE C. BELL ABSTRACT 112 BOTH OF, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE OCCUPIED RIGHT-OF-WAY OF COUNTY ROAD 110, SAID 6.496 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of the remainder of a called 124.91 acre tract described in deed to Marvin G. Patterson and wife, Barbara Kay Patterson recorded in Volume 510, Page 557 of the Deed Records of Williamson County, Texas (D.R.W.C.T.) same being the southwest corner of a called 7.00 acre tract described in deed to Iva Elizabeth Patterson recorded in Volume 1902, Page 462 of the Named Records of Williamson County, Texas, from which a 1/2-inch iron rod found for the northwest corner of said 7.00 acre tract bears North 23°57’22” West 468.91 feet;

THENCE South 23°56’30” East 53.27 feet through the occupied right-of-way of County Road 110 (CR-110) to a calculated point on the occupied south right-of-way of CR-110 and the north line of a called 222.20 acre tract described as Tract II in deed to Bernard S. Anderson ET. AL. recorded in Document Number 2010022971 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), from which an iron rod found with plastic cap ILLEGABLE for a angle point in the north line of said 222.20 acre tract bears North 66°03’30” East 188.20 feet;

THENCE South 66°03’30” West 714.93 feet with the south line of the occupied right-of-way of CR-110 and the north line of said 222.20 acre tract to a 1/2-inch iron rod found for the northwest corner of said 222.20 acre tract and the northeast corner of a called 145.13 acre tract described in deed to Woodmiller, L.P., ET. AL. recorded in Document Number 2007084259 of the O.P.R.W.C.T.;

THENCE South 68°45’42” West 1186.15 feet with the south line of the occupied right-of-way of CR-110 and the north line of said 145.13 acre tract to a calculated point;

THENCE South 87°22’18” West 86.53 feet with the south line of the occupied right-of-way of CR-110 and the north line of said 145.13 acre tract to an 1/2-inch iron rod found;

THENCE North 75°27’32” West 91.62 feet with the south line of the occupied right-of-way of CR-110 and the north line of said 145.13 acre tract to a calculated point for the intersection of the occupied west right-of-way line of CR-110 with the occupied south right-of-way line of Higgs Road;

THENCE North 41°20’03” West 68.42 feet with the occupied west right-of-way line of CR-110 and the occupied east right-of-way of Higgs Road to a calculated point for the intersection of the occupied west right-of-way line of CR-110 with the occupied north right-of-way line of Higgs Road, same being the southeast corner of a called 54.104 acre tract described deed to Continental Homes of Texas, L.P. recorded in Document Number 2017044960 of the O.P.R.W.C.T. and being the southwest corner of a tract of land dedicated for right-of-way by the Kasper Subdivision, Section 1, recorded in Document Number 2018008308 of the O.P.R.W.C.T.;

THENCE North 21°27’56” West 481.22 feet with the occupied west right-of-way line of the CR-110 and the east line of said 54.104 acre tract to a 1/2-inch iron rod found;

THENCE North 21°35’42” West 137.67 feet with the occupied west right-of-way line of the CR-110 and the east line of said 54.104 acre tract to a found nail with washer stamped “Pape-Dawson” for the northeast corner of said 54.104 acre tract and the southeast corner of the Kasper, Section 4, a subdivision of record recorded in Document Number 2018012746 of the O.P.R.W.C.T;
THENCE North 21°40'20” West 755.74 feet with the occupied west right-of-way line of CR-110 and the east line of Kasper Section 4 to a calculated point at the intersection of the occupied west right-of-way of CR-110 with the occupied east right-of-way line of Southwestern Blvd. as shown in Kasper, Section 1 a subdivision a record recorded in Document Number 2018008308 of the O.P.R.W.C.T.;

THENCE North 16°18'17” West 320.86 feet with the occupied west right-of-way line of CR-110 and the occupied east right-of-way line of Southwestern Blvd. to a calculated point on the south corner of Lot 1, Bock Z of said Section 1;

THENCE North 21°40'12” West 53.66 feet with the occupied west right-of-way line of CR-110 and the east line of Lot 1, Block Z to a calculated point;

THENCE North 68°19'48” East 56.61 feet with the through the occupied right-of-way of CR-110 to a 1/2-inch iron rod found for the northwest corner of a called 15.72 acre tract described in deed to Jacob Robert Sedwick recorded in Document Number 2007004976 of the O.P.R.W.C.T.;

THENCE South 21°32'05” East 49.92 feet with the occupied east right-of-way line of CR-110 and the west line of said 15.72 acre tract to a 1/2-inch iron rod found for the southwest corner of said 15.72 acre tract and the northwest corner of a called 4.635 acre tract described in deed to Eric Wayne Butzow and Rhonda Talley-Butzow recorded in Document Number 2007068869 of the O.P.R.W.C.T.;

THENCE South 20°38'10” East 100.50 feet with the occupied east right-of-way line of CR-110 and the west line of said 4.635 acre tract to a 1/2-inch iron rod found for the southwest corner of said 4.635 acre tract and the northwest corner of a called 21.734 acre tract described in deed to Georgetown Independent School District recorded in 2017086886 of the O.P.R.W.C.T.;

THENCE South 21°23'29” East 81.64 feet with the occupied east right-of-way line of CR-110 and the west line of said 21.734 acre tract to an iron rod found with plastic cap stamped “STEGER BIZZELL”;

THENCE 245.89 feet along a curve to right having a radius of 1155.00 feet, a delta angle of 12°11'53” and the chord that bears South 27°45'07” East 245.43 feet to an iron rod found with plastic cap stamped “STEGER BIZZELL”;

THENCE South 21°39'10” East 629.38 feet with the occupied east right-of-way line of CR-110 and the west line of said 21.734 acre tract to a set 1/2” iron rod with a red plastic cap stamped “MATKINHOOVER ENG.& SURVEY” on the south line of said 21.734 acre tract and the north line of a called 124.91 acre tract described in deed to Marvin G. Patterson, ET. VER. Recorded in Volume 510, Page 557 of D.R.W.C.T.;

THENCE South 68°34'31” West 29.66 feet with the occupied east right-of-way line of CR-110 and the north line of said 124.91 acre tract to an iron rod found with plastic cap stamped “STEGER BIZZELL”;

THENCE South 21°18'10” East 623.79 feet with the occupied east right-of-way line of CR-110 and the north line of said 124.91 acre tract to a 3/8-inch iron rod found;

THENCE South 43°51'21” East 73.26 feet with the occupied east right-of-way line of CR-110 and the north line of said 124.91 acre tract to a 1/2-inch iron rod found for the intersection of the occupied east right-of-way line of CR-110 with the occupied north right-of-way line of CR-110, same being the southwest corner of said 124.91 acre tract;

THENCE South 70°09'27” East 41.92 feet with the occupied north right-of-way line of CR-110 and the south line of said 124.91 acre tract to 3/8-inch iron rod found;
THENCE North 78°35'00" East 144.05 feet with the occupied north right-of-way line of CR-110 and the south line of said 124.91 acre tract to 3/8-inch iron rod found;

THENCE North 67°25'20" East 1798.27 feet with the occupied north right-of-way line of CR-110 and the south line of said 124.91 acre tract to 3/8-inch iron rod found to the POINT OF BEGINNING and containing 6.496 acres of land situated in Williamson County, Texas.

That I, Cory Blake Silva, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief, and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Georgetown, Williamson County, Texas

This description is accompanied by and made a part of a sketch issued by Cory Blake Silva, Registered Professional Land Surveyor No. 6500.

Cory Blake Silva
Registered Professional Land Surveyor No. 6500
TBPLS Firm No. F-10194347
Job # 19-5001
ANNEXATION OF R.O.W. C.R. 110
A 6.496 ACRE TRACT OF LAND LOCATED IN THE WILLIAM ADDISON
SURVEY, ABSTRACT NO. 21, AND THE C. BELL ABSTRACT 112, BOTH IN
WILLIAMSON COUNTY, TEXAS

NOTES:
1. ROW DEDICATION IS SHOWN IN THE KASPER
SUBLISION, SECTION 1, DOCUMENT NO.
2019000000, O.P.R.W.C.T.

MARVIN G. PATTERSON AND WIFE, BARBARA
KAY PATTERSON
12451 AC
VOL. 516, PG 567
D.R.W.C.T.

Woods MILLER, L.P. ET. AL. (145.15 AC) DOCUMENT NO. 3007084239, O.P.R.W.C.T.
FIELD NOTES FOR A 106.092 ACRE TRACT OF LAND


BEGINNING at iron rod found with plastic cap stamped “STEGER BIZZELL” for an angle point in the west line of the remainder of said 124.91 acre tract, the southwest corner of a called 21.734 acre tract described in deed to Georgetown Independent School District recorded in Document Number 2017086886 of the O.P.R.W.C.T. and on the existing east right-of-way line of County Road 110, also called Rockridge Lane (right-of-way varies);

THENCE North 68°34'42" East 991.33 feet with the west line of said Remainder of 124.91 acre tract and the south line of said 21.734 acre tract to an iron rod found with plastic cap stamped “STEGER BIZZELL” for the southwest corner of said 21.734 acre tract;

THENCE North 21°27'28" West 955.55 feet with the west line of the remainder of 124.91 acre tract and the east line of said 21.734 acre tract to an iron rod found with plastic cap stamped “STEGER BIZZELL” for the northwest corner of the remainder of said 124.91 acre tract, the northeast corner of said 21.734 acre tract and the south line of a called 4.635 acre tract described in deed to Eric Wayne Butzow and Rhonda Talley-Butzow recorded in Document Number 200768869 of the O.P.R.W.C.T.;

THENCE North 68°32'25" East 1026.79 feet with the north line of said 124.91 acre tract and the south line of said 4.635 acre tract to a 1/2-inch iron rod found for the southeast corner of said 4.635 acre tract;

THENCE North 23°51'12" West 101.02 feet with the east line of said 4.635 acre tract to a 1/2-inch iron rod found for the northeast corner of said 4.635 acre tract and the south line of a called 15.72 acre tract described in deed to Jacob Robert Sedwick recorded in Document Number 2007004976 of the O.P.R.W.C.T.;

THENCE South 68°31'24" West 2011.96 feet with the north line of said 4.635 acre tract and the south line of said 15.72 acre tract to a 1/2-inch iron rod found for the northwest corner of said 4.635 acre tract, the southwest corner of said 15.72 acre tract and on the existing east right-of-way line of County Road 110;

THENCE North 21°17'27" West 50.13 feet with the west line of said 15.72 acre tract and the existing east right-of-way line of County Road 110 to a 1/2-inch iron rod found for the westerly most northwest corner of said 15.72 acre tract and the southwest corner of a called 12.00 acre tract described in deed to Gary T. Collins and wife, Dayna J. Collins recorded in Document Number 2001069029 of the O.P.R.W.C.T.;
THENCE North 68°31'24" East 1742.17 feet with the north line of said 15.72 acre tract and the south line of said 12.00 acre tract to a iron rod found with plastic cap stamped “CCC 4835” for an angle point in the north line of said 15.72 acre tract and the southeast corner of said 12.00 acre tract;

THENCE North 21°28'41" West 299.99 feet with the north line of said 15.72 acre tract and the east line of said 12.00 acre tract to a iron rod found with plastic cap stamped “CCC 4835” for an angle point in the north line of said 15.72 acre tract, the northeast corner of said 12.00 acre tract and on the south line of a called 34.19 acre tract described in deed to Earl Wayne Brady recorded in Document Number 2007084256 of the O.P.R.W.C.T.;

THENCE North 68°59'35" East 1741.81 feet with the north line of said 15.72 acre tract and the south line of said 34.19 acre tract to a set 1/2" iron rod with a red plastic cap stamped “MATKINHOOVER ENG.& SURVEY” for the northeast corner of said 15.72 acre tract, the southeast corner of said 34.19 acre tract and on the west line of a called 20.00 acre tract described in deed to Jim Webb and wife, Virginia Webb recorded in Document Number 1997018233 of the O.P.R.W.C.T.;

THENCE South 21°44'00" East 1167.37 feet with the east line of said 15.72 acre tract, the east line of said 30.33 acre tract (2004059479) and the west line of said 20.00 acre tract to a 1/2-inch iron rod found for an angle point in the east line of said 30.33 acre tract (2004059479), the southwest corner of said 20.00 acre tract and the northwest corner of a called 15.126 acre tract described in deed to John Valentia and wife, Myra Valentia recorded in Volume 2225, Page 432 of the O.R.W.C.T.;

THENCE South 21°15'03" West 130.27 feet with the east line of said 30.33 acre tract (2004059479) and the west line of said 15.126 acre tract to a set 1/2" iron rod with a red plastic cap stamped “MATKINHOOVER ENG.& SURVEY”;

THENCE South 37°56'53" West 119.69 feet with the east line of said 30.33 acre tract (2004059479) and the west line of said 15.126 acre tract to a 1/2" iron rod with a red plastic cap stamped “MATKINHOOVER ENG.& SURVEY”;

THENCE South 08°08'53" East 240.12 feet with the east line of said 30.33 acre tract (2004059479) and the west line of said 15.126 acre tract to a 1/2-inch iron rod found;

THENCE South 16°55'29" East 78.13 feet with the east line of said 30.00 acre tract (2004059479) and the west line of said 15.126 acre tract to a 1/2-inch iron rod found for the southeast corner of said 30.33 acre tract (2004059479), and angle point in the west line of said 15.126 acre tract and the northeast corner of a called 7.00 acre tract described in deed to Samuel Glenn Patterson recorded in Volume 1902, Page 459 of the O.R.W.C.T.;

THENCE South 70°58'05" West 610.68 feet with the south line of said 30.33 acre tract (2004059479) and the north line of said 7.00 acre tract to a 1/2-inch iron rod found for an angle point in the south line of said 30.33 acre tract (2004059479) and the northeast corner of a called 7.00 acre tract described in deed to Iva Elizabeth Patterson recorded in Volume 1902, Page 462 of the O.R.W.C.T.;

THENCE South 71°01'37" West 230.86 feet with the south line of said 30.33 acre tract (2004059479) and the north line of said 7.00 acre tract (1902/462) to a 3/8-inch iron rod found for the southwest corner of said 30.33 acre tract (2004059479) an angle point in the north line of said 7.00 acre tract (1902/462) and the southeast corner of a said 30.33 (2004059478);

THENCE South 71°01'37" West 272.48 feet with the south line of said 30.33 acre tract (2004059479) and the north line of said 7.00 acre tract (1902/462) to a 1/2-inch iron rod found for angle point of both tract;

THENCE South 51°41'43" West 155.33 feet with the south line of said 30.33 acre tract (2004059479) and the north line of said 7.00 acre tract (1902/462) to a 1/2-inch iron rod found for the northwest corner of said 7.00 acre tract (1902/462);
THENCE South 23°57’22” East 468.91 feet with the south line of said 30.33 acre tract (2004059479), the west line of said 7.00 acre tract (1902/462) and the remainder of said 124.91 acre tract to a 1/2-inch iron rod found for and angle point in the south line of said 124.91 acre tract, the southwest corner of said 7.00 acre tract (1902/462) and on the existing north right-of-way line of said County Road 110;

THENCE South 67°25’20” West 1798.27 feet with the south line of said 124.91 and the existing north right-of-way line of said County Road 110 to a 3/8-inch iron rod found for the southwest corner of the remainder of said 124.91 acre tract;

THENCE with the west line of the remainder of 124.91 acre tract and the existing east right-of-way line of County Road 110 the following four (4) calls:

1. THENCE South 78°35’00” West 144.05 feet to a 3/8-inch iron rod found;
2. THENCE North 70°09’27” West 41.92 feet to a 1/2-inch iron rod found;
3. THENCE North 43°51’21” West 73.26 feet to a 3/8-inch iron rod found;
4. THENCE North 21°18’00” West 623.79 feet to the POINT OF BEGINNING and containing 106.092 acres of land situated in Williamson County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document and a Surveyor’s Report are too accompany this field note description. Field work performed on January 14-24, 2019.

That I, Cory Blake Silva, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief, and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Georgetown, Williamson County, Texas

This description is accompanied by and made a part of a sketch issued by Cory Blake Silva, Registered Professional Land Surveyor No. 6500.

Cory Blake Silva
Registered Professional Land Surveyor No. 6500

Job # 19-5001
FIELD NOTES FOR A 6.755 ACRE TRACT OF LAND


BEGINNING at iron rod found with plastic cap stamped “STEGER BIZZELL” for an angle point in the west line of the remainder of said 124.91 acre tract, the southwest corner of a called 21.734 acre tract described in deed to Georgetown Independent School District recorded in Document Number 2017086886 of the O.P.R.W.C.T. and on the existing east right-of-way line of County Road 110 (CR 110), also called Rockridge Lane (right-of-way varies);

THENCE North 68°34′42″ East 402.55 feet with the west line of said Remainder of 124.91 acre tract and the south line of said 21.734 acre tract to a set 1/2″ iron rod with a red plastic cap stamped “MATKINHOOVER ENG. & SURVEY” for the northeast corner of the herein described;

THENCE South 21°24′26″ East 740.09 feet through said 124.91 acre tract to a set 1/2″ iron rod with a red plastic cap stamped “MATKINHOOVER ENG. & SURVEY” on the south line of said 124.91 acre tract and existing north right-of-way line of CR 110;

THENCE South 67°25′20″ West 202.41 feet with the south line of said 124.91 acre tract and the existing north right-of-way line of CR 110 to a 3/8-inch iron rod found;

THENCE South 78°35′00″ West 144.05 feet with the south line of said 124.91 acre tract and the existing north right-of-way line of CR 110 to a 3/8-inch iron rod found;

THENCE North 70°09′27″ West 41.92 feet with the south line of said 124.91 acre tract and the existing north right-of-way line of CR 110 to a set 1/2″ iron rod with a red plastic cap stamped “MATKINHOOVER ENG. & SURVEY” for the southwest corner of said 124.91 acre tract, the intersection of the existing north right-of-way of CR 110 with the existing east right-of-way line of CR 110 and the southwest corner of the herein described;

THENCE North 43°51′21″ West 73.26 feet with the west line of said 124.91 acre tract and the existing east right-of-way line of CR 110 to a 3/8-inch iron rod found;

THENCE North 21°18′00″ West 623.79 feet with the west line of said 124.91 acre tract and the existing east right-of-way line of CR 110 to the to the POINT OF BEGINNING and containing 6.755 acres of land situated in Williamson County, Texas.
Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document and a Surveyor’s Report are too accompany this field note description. Field work performed on January 14-24, 2019.

That I, Cory Blake Silva, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief, and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Georgetown, Williamson County, Texas

This description is accompanied by and made a part of a sketch issued by Cory Blake Silva, Registered Professional Land Surveyor No. 6500.

Cory Blake Silva
Registered Professional Land Surveyor No. 6500
Job # 19-5001
Exhibit C

CITY OF GEORGETOWN
ANNEXATION SERVICE PLAN
AREA: PATTERSON RANCH
COUNCIL DISTRICT NO.: 7
DATE: AUGUST 27, 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 “Patterson Ranch”. 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 July 9, 2019, at 3pm, and July 19 2019, at 6pm, in accordance with Section 43.056(j) of the LGC.

II. TERM OF SERVICE PLAN

Pursuant to Section 43.056(l) of the LGC, this Plan shall be in effect for a ten-year period commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by Ordinance.

III. INTENT

It is the intent of the City that municipal services under this Plan shall provide municipal services in accordance with the timetables required by the LGC. The City reserves the rights guaranteed to it by the LGC to amend this Plan if the City Council determines that changed conditions, subsequent occurrences, or any other legally sufficient circumstances exist under the LGC or other Texas laws that make this Plan unworkable, obsolete, or unlawful.

IV. CATEGORIZATION OF MUNICIPAL SERVICES

The municipal services described herein are categorized by those services which are (1) available to the annexed area immediately upon annexation; (2) those services which will be available to the annexed area within 2½ years from the effective date of the annexation; and (3) those services for which capital improvements are needed and which will be available within 4½ years from the effective date of the annexation based upon a schedule for construction of such improvements as set forth herein.
For the purposes of this Plan, “provision of services” includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part, and may include duties on the part of a private landowner with regard to such services.

In addition, in accordance with Section 43.056(g) of the LGC, if before annexation the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the same being provided by the City to other areas within the City limits, this Plan shall be construed to allow for the provision to the annexed area of a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

V. SERVICES TO BE PROVIDED UPON ANNEXATION

1. **Police Protection** – Upon annexation, the Georgetown Police Department will extend regular and routine patrols to the area.

2. **Fire Protection and Emergency Medical Services** – Upon annexation, in the areas where the City has jurisdiction over fire protection and emergency medical services or a contract under which the City provides such services, the City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department to areas within the City limits.

3. **Solid Waste Collection** – Upon annexation, for occupied structures, the City will provide solid waste collection services to the annexed area in accordance with City ordinances and policies in effect on the date of the annexation. However, per the terms of Sections 43.056(n) and (o) of the LGC, if a property owner chooses to continue to use the services of a privately owned solid waste management provider, the City is prevented from providing solid waste services for 2 years.

4. **Operation and Maintenance of Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility** – City-owned water and wastewater facilities that exist in the annexed area will be maintained upon annexation and such maintenance shall be governed by the City’s ordinances, standards, policies and procedures. Per the provisions of Section 13.01.020 of the Unified Development Code (“UDC”), for unplatted tracts in the annexed area, the City shall not repair, maintain, install or provide any public utilities or services in any subdivision for which a Final Plat has not been approved and filed for record, nor in which the standards contained in the UDC or referred to therein have not been complied with in full.
5. **Operation and Maintenance of Streets, Roads, and Street Lighting** – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City’s preventative maintenance program. Per the provisions of Section 13.01.020 of the UDC, for unplatted tracts in the annexed area, the City shall not repair, maintain, install or provide any streets or street lighting to any subdivision for which a Final Plat has not been approved and filed for record, nor in which the standards contained in the UDC or referred to therein have not been complied with in full. With regard to street lighting, it is the policy of the City of Georgetown that adequate street lighting for the protection of the public and property be installed in all new subdivisions. Installation procedures and acceptable standards for street lights shall be governed by the utility standards of the City in effect at the time of subdivision construction or addition thereto.

6. **Operation and Maintenance of Public Parks, Playgrounds, and Swimming Pools** - Upon annexation, publicly owned parks, playgrounds, and swimming pools in the annexed area (if any) will be operated and maintained by the City in accordance with the Section 12.20 of the City Code of Ordinances, and other applicable ordinances, policies, and procedures in effect at the time of annexation for other areas in the City limits. Privately owned parks, playgrounds, and pools will be unaffected by the annexation and shall not be maintained by the City.

7. **Operation and Maintenance of Publicly Owned Buildings, Facilities, and Services** – Should the City acquire any buildings, facilities or services necessary for municipal services in the annexed area, an appropriate City department will operate and maintain them.

8. **Library** – Upon annexation, library privileges will be available to anyone residing in the annexed area.

9. **Planning and Development, Building Permits, and Inspections Services** - Upon annexation, the City’s Unified Development Code and Title 15 of the City Code of Ordinances will apply in the area. These services include: site plan review, zoning approvals, Building Code and other standard Code inspection services and City Code enforcement; sign regulations and permits; and Stormwater Permit services. For a full description of these services, see the City’s Unified Development Code and Title 15 of the City Code of Ordinances.
10. **Animal Control Services** – The provisions of Chapter 7 of the City Code of Ordinances relating to animal control services shall apply in the annexed area.

11. **Business Licenses and Regulations** – The provisions of Chapter 6 of the City Code of Ordinances relating to business licenses and regulations (Carnivals Circuses and Other Exhibitions; Electrician’s Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) shall apply in the annexed area.

12. **Health and Safety Regulations** – The provisions of Chapter 8 of the City Code of Ordinance relating to health and safety regulations (Fire Prevention Code; Fireworks; Food Sanitation; Noise Control; Nuisances; Junked Motor Vehicles; and Smoking in Public Places) shall apply in the annexed area.

13. **Regulations Pertaining to Peace, Morals and Welfare** -- The provisions of Chapter 9 of the City Code of Ordinance relating to peace, morals and welfare (Housing Discrimination; Weapons; and Enforcement of Other Miscellaneous Violations) shall apply in the annexed area.

VI. **SERVICES TO BE PROVIDED WITHIN 4½ YEARS OF ANNEXATION; CAPITAL IMPROVEMENTS PROGRAM**

1. **In General** – The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary for services that are provided directly by the City.

2. **Water and Wastewater Services** – Water and wastewater services are only provided to occupied lots that have been legally subdivided and platted or are otherwise a legal lot, and that are located within the boundaries of the City’s authorized service areas. Further, existing residences in the annexed area that were served by a functioning onsite sewer system (septic system) shall continue to use such private system for wastewater services in conformance with the provisions of Section 13.20 of the City Code of Ordinances. Existing non-residential establishments in the annexed area may continue to use an onsite sewer system (septic system) for sewage disposal in conformance with the provisions of Section 13.20 of the City Code of Ordinances. Upon the Development of any property in the annexed area, the provisions of Chapter 13 of the UDC shall apply. The City shall have no obligation to extend water or wastewater service to any part of the annexed area that is within the service area of another water or wastewater utility. For annexed areas located within the City’s authorized service areas, the City shall, subject to the terms and conditions of this Plan, extend water and wastewater service in accordance with the service extension ordinances, policies, and standards that are summarized in Section X of this Plan, which may require that the property owner or developer of a newly developed tract install water and wastewater lines. The extension
of water and wastewater services will be provided in accordance with the policies summarized in Section X of this Plan and with any applicable construction and design standards manuals adopted by the City.

3. **Water and Wastewater Capital Improvements Schedule** – Because of the time required to design and construct the necessary water and wastewater facilities to serve the annexed area, certain services cannot be reasonably provided within 2½ years of the effective date of annexation. Therefore, in accordance with Sections 43.065(b) and (e) of the LGC, the City shall implement a program, which will be initiated after the effective date of the annexation and include the acquisition or construction of capital improvements necessary for providing water and wastewater services to the area. The following schedule for improvements is proposed: construction will commence within 2½ years from the effective date of annexation and will be substantially complete within 4½ years from the effective date of annexation. However, the provisions of Section VII of this Plan shall apply to the schedule for completion of all capital improvements. In addition, the acquisition or construction of the improvements shall be accomplished by purchase, lease, or other contract or by the City succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.

4. **Roads and Streets** – No road or street related capital improvements are necessary at this time. Future extension of roads or streets and installation of traffic control devices will be governed by the City’s Comprehensive Plan, the City’s Overall Transportation Plan, the City’s Capital Improvements Plan; the City’s regular or non-impact fee Capital Improvements Program, and any applicable City ordinances, policies, and procedures, which may require that the property owner or developer install roads and streets at the property owner’s or developer’s expense. It is anticipated that the developer of new subdivisions in the area will install street lighting in accordance with the City’s standard policies and procedures. Provision of street lighting will be in accordance with the City’s street lighting policies.

5. **Capital Improvements for Other Municipal Services** – No capital improvements are necessary at this time to provide municipal Police; Fire Protection; Emergency Medical Services; Solid Waste Collection; Public Parks, Playgrounds, or Swimming Pools; Public Buildings or Facilities; or Library Services. The annexed area will be included in the City’s future planning for new or expanded capital improvements and evaluated on the same basis and in accordance with the same standards as similarly situated areas of the City.

**VII. FORCE MAJEURE AND SCHEDULE EXTENSIONS**

1. Certain events, described as Force Majeure Events in this Plan, are those over which the City has no control. Force Majeure Events shall include, but not be limited to, acts of God; terrorism or acts of a public enemy; war; blockages; riots; strikes; epidemics; forces
of nature including landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes; arrest and restraint of government; explosions; collisions, and all other inabilities of the City, whether similar to those enumerated or otherwise, which are not within the control of the City. Any deadlines or other provisions of this Plan that are affected by a Force Majeure Event shall be automatically extended to account for delays caused by such Force Majeure Event.

2. In accordance with Section 43.056(e) of the LGC, this Plan and the schedules for capital improvements necessary to provide full municipal services to the annexed area may be amended by the City to extend the period for construction if the construction is proceeding with all deliberate speed. The construction of the improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. However, the City does not violate this Plan if the construction process is interrupted for any reason by circumstances beyond the direct control of the City.

VIII. AMENDMENTS

Pursuant to the provisions of Section 43.056(k) of the LGC, on approval by the City Council, the Plan is a contractual obligation that is not subject to amendment or repeal except as provided by state law. Section 43.056(k) of the LGC provides that if the City Council determines, after public hearings, that changed conditions or subsequent occurrences make the Plan unworkable or obsolete, the City Council may amend the Plan to conform to the changed conditions or subsequent occurrences. An amended Plan must provide for services that are comparable to or better than those established in the Plan before amendment. Before any Plan amendments are adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.0561 of the LGC.

IX. FEES

The City may impose a fee for any municipal service in the area annexed if the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.

X. SUMMARY OF CURRENT WATER AND WASTEWATER SERVICE EXTENSION POLICIES

Per the requirements of Section 43.056(e) of the LGC, the following summary is provided regarding the City’s current service extension policies for water and wastewater service. However, this is a summary of the current policies, and the policies and regulations related to water and wastewater utility extensions that are included in the City Code of Ordinances, the Unified Development Code, the City’s Construction and Specifications Manual; Drainage
Manual, and other published policies and technical manuals, as the same may be amended from
time to time, shall control the extension of water and wastewater services to the annexed area.
In addition, these policies and ordinances are set by City Council and can be amended in the future:

1. **In General** – The provisions of Chapter 13 of the City’s Unified Development Code (“UDC”) shall apply in the annexed area and Chapter 13 of the City Code of Ordinances. Portions of the current Chapter 13 of the UDC and the current Chapter 13 of the Code of Ordinances are summarized below. Note that these provisions are established by ordinance of the City Council and are subject to change from time to time.

   A. The City shall not repair, maintain, install or provide any water services, wastewater service, gas, electricity or any other public utilities or services to any property that has not been legally subdivided or is a non-legal lot.

   B. For property that is required by the City’s UDC or other City regulations to construct water or wastewater facilities, funding and construction of those facilities are the responsibility of the property owner or developer (the “subdivider”).

   C. Subdividers shall be responsible for providing an approved public water supply system for fire protection and domestic/commercial/industrial usage consistent with the Comprehensive Plan. Where an approved public water supply or distribution main is within reasonable distance of the subdivision, but in no case less than one-quarter mile away, and connection to the system is both possible and permissible (including adequate system capacity), the subdivider shall be required to bear the cost of connecting the subdivision to such existing water supply. The subdivider shall, consistent with all existing ordinances, make a pro-rata contribution to funding of needed storage facilities, treatment facilities, and specific distribution lines as determined necessary by the City.

   D. Subdividers shall be responsible for providing an approved public sanitary sewer system, consistent with the Comprehensive Plan, throughout the entire subdivision such that all lots, parcels, or tracts of land will be capable of connecting to the sanitary sewer system except as otherwise provided herein. Where an approved public sanitary sewer collection main or outfall line is in no case less than one-half mile away, and connection to the system is both possible and permissible (including adequate system capacity), the subdivider shall be required to bear the cost of connecting the subdivision to such existing sanitary sewer system. Where an approved public wastewater collection main or outfall line is more than one-half mile away from the property boundary, and where extension of a sanitary sewer collection main or outfall line is scheduled in the City’s Capital Improvements Plan to be completed to a point within one-half mile of the property boundary within five (5) years from the date of the Preliminary Plat approval, the subdivider shall be required to install a public...
wastewater collection system. The design and construction of a public sanitary sewer system shall comply with regulations covering extension of public sanitary sewer systems adopted by the Texas Commission on Environmental Quality.

E. All infrastructure and public improvements must be designed and installed in accordance with all of the elements of the Comprehensive Plan and shall meet the minimum requirements established by the UDC, the City's Construction Standards and Specifications for Roads, Streets, Structures and Utilities, and any other adopted City design or technical criteria. No main water line extension shall be less than eight inches. All new public sanitary sewer systems shall be designed and constructed to conform with the City’s Construction Standards and Specifications and to operate on a gravity flow basis by taking advantage of natural topographic conditions and thereby reducing the need for lift stations and force mains.

2. **If the specific undeveloped property does not have City water or wastewater facilities and capacity fronting the property** – the owner may make an application for an extension of service to the property. If the Assistant City Manager for Utilities determines in writing that adequate water or wastewater capacity is available, or will be available, and if the project does not include City cost participation or reimbursement, if the proposed facilities are depicted on the City’s Water and Wastewater Master Plans, and the requested service otherwise meets the City’s requirements, the extension size, capacity, and routing may be approved by the Assistant City Manager for Utilities for construction by the developer at the developer’s cost and expense.

3. **If the specific undeveloped property does have adequate City water or wastewater facilities and capacity fronting the property** – the owner may receive water or wastewater service from the City by applying for a tap permit and paying the required fees.

4. **If any property in the annexed area is using a septic system** – the property owner remains responsible for the operation and maintenance of the septic system. If the property is in a Rural Residential Subdivision as defined in Chapter 13 of the UDC, or is a legal lot greater than one acre in size and used for single family residential purposes, the property shall continue the use of a septic system after annexation until such time that the use of the property changes, the property is further subdivided or developed, or a public sanitary sewer line has been extended to within 200 feet of the property boundary and the property owner has received notification from the City of the City’s desire for the property to be connected to the public sanitary sewer line. If the septic system fails before the City’s centralized wastewater service is extended to within 200 feet of the property and the City determines that the provision of centralized wastewater service is not feasible or practical at that time, then the property owner must either repair or replace the septic system in accordance with the provisions of Section 13.20 of the City Code of Ordinances. Properties using a septic system that are not in a Rural Residential Subdivision, or are not legal lots greater than one acre in size and used for
single family residential purposes at the time of annexation, but that are designated as either residential, open space or agricultural on the City’s Future Land Use Plan shall continue the use of a septic system until such time that the use of the property changes, the property is further subdivided or developed, or a public sanitary sewer line has been extended to within 200 feet of the property boundary and the property owner has received notification from the City of the City’s desire for the property to be connected to the public sanitary sewer line.

5. **Reimbursement and cost participation by the City** – Pursuant to Section 13.09.030 of the UDC, the City, in its sole discretion and with City Council approval, may participate with a property owner or developer in the cost of oversized facilities or line extensions. The actual calculation of the cost participation and reimbursement amounts, including limits and schedules for the payments, are set forth in the UDC.

6. **City Code of Ordinances:** (The following provisions are set by the City Council and can be amended in the future by ordinance.)

Chapter 13.10 of the City Code of Ordinances currently provides as follows:

**Section 13.10.010 Policy established.**

This policy shall apply to improvements to the City's utility systems, including system upgrades, system expansion, and plant capacity additions. In this Section, the term “utility system” shall mean the City’s water system, wastewater system, reuse irrigation system, and stormwater drainage system.

**Section 13.10.020 System Planning.**

The City shall maintain and periodically update system plans for each utility so that system improvements are implemented to maintain adequate capacity for growth while maintaining proper service levels to existing customers.

**Section 13.10.030 Project Timing.**

A. Projects designed to expand or upgrade a utility system must be completed and ready for operations such that capacity requirements by state regulatory agencies and City system plans are met.

B. When possible, the City should coordinate the construction of system improvements in a particular location with the expansion or maintenance of other utility infrastructure to minimize the future impact on each utility.

C. Projects should begin the design phase when existing demand at a specific location exceeds 75% of current capacity and future demand is expected to exceed the current total capacity.
D. Projects should begin the construction phase when existing demand at a specific location exceeds 90% of current capacity and future demand is expected to exceed the current total capacity.

E. Projects required to facilitate the development of a specific tract shall be done in accordance with the Unified Development Code.

F. Projects required as a result of an annexation service plan shall be provided as stated in the approved Service Plan for such annexed tracts.

Section 13.10.040 Project Financing.

A. Projects required to facilitate the subdivision of a specific tract shall be paid by the subdivider in accordance with the Unified Development Code, unless otherwise authorized in writing and approved by the City Council in accordance with the terms of Section 13.09 of the Unified Development Code or other applicable law.

B. When utility expansion is requested within a portion of the City’s utility service area, but the City is not otherwise required to provide service or planning to provide service as reflected in the City’s Capital Improvements Plan, the City may nonetheless, at the City’s sole option, facilitate the design and construction of the required utility extensions or upgrades by managing the project with the cost of such extensions to be shared and fully paid by the requesting landowners or subdividers prior to commencement of the project.

C. When utility expansion is requested within a portion of the City’s utility service area, the City shall evaluate degree to which the project 1) facilitates contiguous growth, 2) maximizes the provision of service to the service area, 3) enhances economic development, 4) improves system operations, 5) contributes to conservation or other environmental concern, and 6) facilitates the completion of the utility master plan.

D. At the City’s sole option, the City may also facilitate the installation of utility expansion requests through 1) financial cost contribution, 2) financing of the improvement using individual contracts between the City and each landowner for a proportionate share of the project cost to be paid out over a specified period of time at a specified rate of interest, 3) Impact Fee or connection fee reduction or waiver.

Chapter 13.20 of the City Code of Ordinances currently provides as follows:

Sec. 13.20.010. General.

A. It is unlawful for any owner or lessee, tenant or other person in possession of any premises where any person lives or works, or occupies the same, to establish, maintain or use any water closet, bathtub, lavatory or sink except by one of the following means and consistent with the other terms, conditions and requirements of this Chapter and with the City’s Unified Development Code:
1. connection to an approved Onsite Sewage Facility that is constructed and maintained in accordance with the rules and regulations of all appropriate state and local agencies having jurisdiction over such facilities; or

2. connection to a public centralized wastewater collection main with all wastewater discharged to a centralized public wastewater collection system.

B. Upon the “Development” of property, the provisions of Chapter 13 of the Unified Development Code (pertaining to Infrastructure and Public Improvements) shall govern the provision of wastewater service to the property. For the purposes of this section, the term “Development” shall have the same meaning as in Section 16.05 of the City’s Unified Development Code.

C. It is the duty of each such person referenced in subsection (A), above, to connect such fixtures to an approved wastewater system, and to maintain the same.

Sec. 13.20.020. On Site Sewage Facilities.

A. General. All On Site Sewage Facilities must be constructed and maintained in accordance with the rules and regulations of the appropriate state and local agencies having jurisdiction over such facilities.

B. Availability of a Public Centralized Wastewater Collection Main. If a public centralized wastewater collection main is located within 200 feet of a property line, and the wastewater collection main has adequate capacity to receive and transport the wastewater flow produced by the property, then property owner shall connect that property to said utility line at the earliest to occur of either of the following events: failure of the On Site Sewage Facility servicing the property, or the date that is five (5) years after receipt of notice of the availability of a wastewater collection main within 200-feet of the property line.

C. Failure of On Site Sewage Facility. When an Onsite Sewage Facility fails, the following provisions shall apply:

a. If a public centralized wastewater collection main is located within 200 feet of the property boundary, and the wastewater collection main has adequate capacity to receive and transport the wastewater flow produced by the property, then the property must be connected to said utility line by the property owner;

b. If no public centralized wastewater collection main is located within 200 feet of the property boundary, the City shall evaluate the feasibility of providing centralized wastewater collection services to the property via a gravity or low pressure system. Where the provision of gravity sewer service or low pressure system is technically feasible, utility system improvements may be made in accordance with Chapters 13.10;

c. If the City determines that the provision of wastewater service via a centralized wastewater collection main is not necessary due to existing or future land use, then the On Site Sewage Facility may be repaired or replaced.

(Prior code § 12-101)
Sec. 13.20.030. Privies prohibited.

It is unlawful for any owner or lessee, tenant or other person in possession of any premises in the City to establish or maintain any privy or dry closet.

Sec. 13.20.040 Low Pressure Sewer Systems

A. A “Low Pressure Sewer System” is an individual lift station located at each utility customer or property owner location having a private force main connecting to a public force main or gravity main located in a public utility easement or public right-of-way.

B. Each property owner and utility customer shall be responsible for the cost of installation and maintenance of the individual lift station and private force main.

Section 13.20.050. Prohibited Discharges into Sewer System

No person shall discharge, cause to be discharged, or permit to be discharged, either directly or indirectly into the public sewer system, waste or wastewater from any of the following sources unless allowed by the City Manager, or his/her designee:

A. Any wastes or wastewater that does not meet the limitations imposed by Section 13.24 of the Code of Ordinances.

B. Any stormwater, groundwater, rainwater, street drainage, subsurface drainage, or yard drainage;

C. Any unpolluted water, including , but not limited to, cooling water, process water or blow-down water from cooling towers or evaporative coolers;

D. Any wastes or wastewater, or any object, material, or other substance directly into a manhole or other opening into the sewer facilities other than wastes or wastewater through an approved service connection.

E. Any holding tank waste, provided, that such waste may be placed into facilities designed to receive such wastes and approved by the City Manager, or his/her designee.

Section 13.20.060 Sewer System Maintenance

A. For properties with gravity wastewater service, the property owner and utility customer shall be responsible for the proper operation, maintenance, and repairs of the sewer system in the building and the service lateral between the building and the point of connection into the public sewer main.

B. For properties with low pressure service, the property owner and utility customer shall be responsible for the proper operation, maintenance, and repairs of the
sewer system in the building and the service lateral, lift station (grinder pump) and force main between the building and the point of connection into the public sewer main.

C. When, as a part of sewer system testing, the City identifies a flaw in a private service lateral or force main where a repair is necessary to prevent infiltration or inflow, the property owner and utility customer shall be responsible to cause the repairs to be made within one (1) year of the date of notification by the City.

D. If repairs are not complete within one year of notification by the City, City may engage the services of a contractor to make the necessary repairs with the costs for such repairs to be paid by the City and subsequently charged to property owner and utility customer.
SUBJECT:
First Reading of an Ordinance for the voluntary annexation of an approximate 126.06-acre tract of land consisting of approximately 100.390 acres in the Isaac Donagan Survey, Abstract No. 178, and approximately 25.670 acres of State Highway 29 (SH 29), a right-of-way of varying width of record described to the State of Texas, designation of initial zoning of Local Commercial (C-1) (approximately 15.613 acres), Residential Single-Family (RS) (approximately 72.958 acres), and Low Density Multi-Family (MF-1) (approximately 11.819 acres) and Scenic/Natural Gateway overlay zoning districts, for the property generally located at 4901 West SH 29 to be known as Cole Estates -- Nat Waggoner, AICP, PMP, Long Range Planning Manager

ITEM SUMMARY:
Overview of the Applicant's Request:
The applicant is requesting annexation and initial zoning designation of Residential Single-Family (RS), Low Density Multi-Family (MF-1) and Local Commercial (C-1), and Scenic/Natural Gateway Overlay district upon annexation for a 100.390-acre tract and approximately 25.670 acres if State Highway 29 (SH 29), generally located along at 4901 West SH 29. The subject property has a Future Land Use designation of Moderate Density Residential.

The item under consideration tonight is to conduct the first reading of an ordinance for voluntary annexation and designation of Residential Single-Family (RS), Low Density Multi-Family (MF-1) and Local Commercial (C-1), and Scenic/Natural Gateway Overlay as the initial zoning district designations, submitted in accordance with State Law. Action is required.

Meeting Schedule:
- 3/26/2019 – City Council Grant Petition for Annexation - COMPLETED
- 6/25/2019 at 3pm – City Council Public Hearing #1 - COMPLETED
- 6/25/2019 at 6pm – City Council Public Hearing #2 - COMPLETED
- 8/13/2019 – City Council First Reading of Ordinance
- 8/27/2019 – City Council Second Reading of Ordinance

Planning and Zoning Commission (P&Z) Recommendation:
At their June 4, 2019 meeting, the Planning and Zoning Commission held a public hearing and recommended approval (7-0) of the zoning designation request.

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 (14 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (May 19, 2019) and signs were posted on-site. To date, staff has received zero (0) written comments in favor or opposition to 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:
Michael Patroski, Planner

ATTACHMENTS:
Planning and Zoning Commission
Planning Department Staff Report

Report Date: May 31, 2019
Case No: 2019-2-ANX
Project Planner: 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 c/o Sathibabu Chakka

Request: Zoning Map Amendment to zone the subject property to Residential Single-Family (RS), Low Density Multi-Family (MF-1) and Local Commercial (C-1), and Scenic/Natural Gateway Overlay district upon annexation.

Case History: This is the first public hearing of this request.
Overview of Applicant’s Request

The applicant is requesting, approximately 72.958 acres to be zoned Residential Single-Family (RS), 11.819 acres to be zoned Low Density Multi-Family (MF-1) and 15.613 acres to be zoned Local Commercial (C-1) upon annexation for the 100.39 acre subject site.

Site Information

Location:
The subject site is located along US Hwy 29 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.

Future Land Use and Zoning Designations:
The subject site has an existing Future Land Use designation of Moderate Density Residential. The subject property is not zoned because it is currently outside of the City Limits.

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.

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:

<table>
<thead>
<tr>
<th>DIRECTION</th>
<th>ZONING DISTRICT</th>
<th>FUTURE LAND USE</th>
<th>EXISTING USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>ETJ</td>
<td>Moderate Density Residential</td>
<td>Auto Repair Shop</td>
</tr>
<tr>
<td>South</td>
<td>ETJ</td>
<td>Open Space</td>
<td>Open Space-South Fork San Gabriel River</td>
</tr>
<tr>
<td>East</td>
<td>ETJ</td>
<td>Low Density Residential</td>
<td>Vacant</td>
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<tr>
<td>West</td>
<td>ETJ</td>
<td>Low Density Residential</td>
<td>Vacant</td>
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</tbody>
</table>
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 from Low Density Residential to Moderate Density Residential to establish a designation of the property to accommodate their proposed concept plan for the 100.39-acre tract of land. On May 28, 2019, the City Council approved the Future Land Use Map amendment.

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 than what was previously approved, and reinitiate the entitlement process, thus the reason for this request.

Comprehensive Plan Guidance

Future Land Use Map:
The 2030 Future Land Use category for the site is Moderate Density Residential. This 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).

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.

**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.

**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.

**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.

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 applicant is requesting approximately 72.958 acres to be zoned Residential Single-Family (RS), 11.819 acres zoned Low Density Multi-Family (MF-1) and 15.613 acres zoned Local Commercial (C-1) upon annexation.

The Residential Single-Family (RS) zoning district allows for medium density and its minimum lot size is 5,500 square feet. The RS district contains standards for development that maintain single-family neighborhood characteristics. The RS district may be located within proximity of neighborhood-friendly commercial and public services and protected from incompatible uses. All housing types in
the RS district shall use the lot, dimensional and design standards of the district. Permitted land uses within the district include detached single-family homes and group homes with 6 or less residents. Attached single-family homes, churches, family home day care, and schools among other uses are permitted subject to specific design limitations to ensure compatibility with the surrounding properties. Other uses such as accessory dwelling units, bed and breakfast, group day care, general office and other similar uses may be permitted subject to approval of a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of RS district permitted uses and development standards.

The Low Density Multifamily District (MF-1) is intended for attached and detached multifamily 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 multifamily or commercial districts. Permitted uses in the district include, but are not limited to, group home, multifamily attached, multifamily detached, rooming/boarding house. Other uses such as a church, day care, golf course, park, school (elementary) among others are permitted subject to specific design limitations. Certain land uses, including assisted living, emergency service station, halfway house, and bed and breakfast may be subject to approval of Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of RS district permitted uses and development standards.

The Local Commercial District (C-1) 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 banking/financial services, fitness center, general retail, general office, hospital, medical office, restaurant and Urgent Care Facilities. Other uses such as activity center, bar/tavern/pub, community center, fuel sales, neighborhood amenity center among others are permitted subject to specific design limitations. Certain land uses, including event facility, meat market, and personal services restricted, require a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of C-1 district permitted uses and development standards.

In addition to these districts, this rezoning request also includes the designation of the Scenic/Natural Gateway Overlay District. The UDC identifies SH 29 as one of the gateway corridors into the city and downtown area, specifically the Scenic/Natural Gateway for this portion of SH 29.

The purpose of the Scenic/Natural Gateway is to reflect the natural characteristics of the land. These Georgetown roadways are prominent arterials and growth zoned leading into the City. The purpose of the design standards for the Scenic/Natural Gateway corridors is to maintain the existing informal character as they develop. For developments that occur along the Scenic/Natural Gateways, designers shall integrate the natural characteristics of the land into the landscape design. Informal tree massing’s planting of under story trees, incorporation of native stones and boulders and use of native grasses and
wildflowers are examples of how to blend required plantings with native plantings.

### 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 zoning 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:

<table>
<thead>
<tr>
<th>Approval Criteria</th>
<th>Findings</th>
<th>Staff Comments</th>
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<tbody>
<tr>
<td>1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.</td>
<td>Complies</td>
<td>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 P&amp;Z and City Council. Staff reviewed the application and deemed it complete.</td>
</tr>
<tr>
<td>2. The zoning change is consistent with the Comprehensive Plan.</td>
<td>Complies</td>
<td>The proposed zoning change is consistent with the Comprehensive Plan. The three proposed zoning districts all adequately support the Comprehensive Plans Moderate-Density Residential Future Land Use designation. The Moderate-Density Residential use accommodates a range of density for residential housing while steering commercial development along major arterials. The requested zoning districts include commercial along the major arterial roadway, low density multi-family adjacent to the commercial and in close proximity to the major arterial, followed by the single-family residential towards the southern portion of the site.</td>
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<td>APPROVAL CRITERIA</td>
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<td>3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.</td>
<td>The proposed zoning district promotes the health, safety, and general welfare of the City by providing necessary commercial development along W SH 29, while at the same time designating single-family residential properties away from the major arterial and providing a transition in uses and zoning between the commercial and single-family residential through the proposed low density multi-family. Additionally, being part of the Scenic/Natural Gateway, the subject property would be required to provide a larger buffer yard (25 feet) from SH 29, further promoting the safety and general welfare of the immediate area, and will provide an aesthetic appeal and screening of parking areas.</td>
<td>Complies</td>
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<td>4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.</td>
<td>The proposed zoning districts would not negatively impact the immediate surrounding uses as this portion of the City has developed with a mix of uses, including Single-Family Residential, Commercial, and other Non-Residential uses. The Scenic/Natural Gateway Overlay, which requires additional landscaping and buffer standards, will assist the subject site to conform with the with other properties along SH 29, creating uniformity along a prominent arterial leading into the city.</td>
<td>Complies</td>
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<tr>
<td>5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.</td>
<td>The subject site is suitable for the permitted uses of Residential Single-Family, Low Density Multi-Family, and Local Commercial. The subject site has sufficient acreage to create the lots and commercial tracts that can conform to the required dimensional standards including setbacks, parking, landscaping, bufferyards, screening</td>
<td>Complies</td>
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The subject site is also suitable to be part of the Scenic/Natural Gateway. The continuation of this overlay will further protect the natural characteristics of the land.

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<th>APPROVAL CRITERIA</th>
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In summary, this request to amend the zoning map to zone the subject property to Residential Single-Family (RS), Low Density Multi-Family (MF-1) and Local Commercial (C-1), and Scenic/Natural Gateway Overlay district upon annexation, meets the requirements of the UDC. Staff’s main findings are summarized below.

- The proposed zoning districts Residential Single-Family (RS), Low Density Multi-Family (MF-1) and Local Commercial (C-1) are compatible with the Moderate Density Residential Future Land Use designation.
- The subject site has sufficient acreage to create the lots and commercial tracts that can conform to the required dimensional standards including setbacks, parking, landscaping, bufferyards, screening and lighting.
- The Scenic/Natural Gateway Overlay designation will extend the Gateway from the current city limits, maintaining the existing informal character of the area.

**Meeting Schedule**

- 4/9/2019 – City Council Resolution for Annexation Petition
- 6/4/2019 – Planning and Zoning Commission Public Hearing (Zoning Only)
- 6/25/2019 3pm – City Council Public Hearing #1
- 6/25/2019 6pm – City Council Public Hearing #2
- 7/23/2019 – City Council First Reading of the Ordinance
- 8/13/2019 – 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 (14 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (May 19, 2019) and signs were posted on-site. To date, staff has received zero (0) written comments in favor or opposition to the request.

**Attachments**

- Exhibit 1 – Location Map
- Exhibit 2 – Future Land Use Map
- Exhibit 3 – Concept Land Plan
- Exhibit 4 – Design and development standards of the C-1, MF-1 and RS districts
- Exhibit 5 – Letter of Intent Presentation
Location Map
2019-2-ANX
Exhibit #1

Legend
- Site
- Parcels
- City Limits
- Georgetown ETJ

Coordinate System:
Texas State Plane/Central Zone/NAD 83/US Feet
Cartographic Data For General Planning Purposes Only

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## Local Commercial (C-1) District

### District Development Standards

<table>
<thead>
<tr>
<th>Minimum Lot Width = 50 feet</th>
<th>Front Setback = 25 feet</th>
<th>Bufferyard = 15 feet with plantings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Building Height = 35 feet</td>
<td>(0 feet for build-to option)</td>
<td>adjacent to AG, RE, RL, RS, TF, MH, MF-1, or MF-2 districts</td>
</tr>
<tr>
<td>Maximum Building Size = .5 FAR (only applies to those uses marked with * below)</td>
<td>Side Setback = 10 feet</td>
<td>Side Setback to Residential = 15 feet</td>
</tr>
<tr>
<td></td>
<td>Side Setback = 0 feet</td>
<td>Rear Setback to Residential = 25 feet</td>
</tr>
</tbody>
</table>

### Specific Uses Allowed within the District

<table>
<thead>
<tr>
<th>Allowed by Right</th>
<th>Subject to Limitations</th>
<th>Special Use Permit (SUP) Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural Sales*</td>
<td>Activity Center (youth/senior)</td>
<td>Automotive Parts Sales (indoor)*</td>
</tr>
<tr>
<td>Artisan Studio/Gallery*</td>
<td>Bar/Tavern/Pub</td>
<td>Car Wash</td>
</tr>
<tr>
<td>Assisted Living</td>
<td>Bed and Breakfast (with events)</td>
<td>Event Facility</td>
</tr>
<tr>
<td>Banking/Financial Services*</td>
<td>Business/Trade School</td>
<td>Fuel Sales</td>
</tr>
<tr>
<td>Blood/Plasma Center*</td>
<td>Church (with columbarium)</td>
<td>Meat Market</td>
</tr>
<tr>
<td>Consumer Repair*</td>
<td>College/University</td>
<td>Multifamily Attached</td>
</tr>
<tr>
<td>Dry Cleaning Service*</td>
<td>Commercial Recreation</td>
<td>Personal Services Restricted</td>
</tr>
<tr>
<td>Emergency Services Station</td>
<td>Community Center</td>
<td>Private Transport Dispatch Facility</td>
</tr>
<tr>
<td>Farmer’s Market*</td>
<td>Dance Hall/Night Club</td>
<td>Student Housing</td>
</tr>
<tr>
<td>Fitness Center*</td>
<td>Day Care (group/commercial)</td>
<td></td>
</tr>
<tr>
<td>Food Catering Services*</td>
<td>Live Music/Entertainment</td>
<td></td>
</tr>
<tr>
<td>Funeral Home*</td>
<td>Micro Brewery/Winery</td>
<td></td>
</tr>
<tr>
<td>General Retail*</td>
<td>Neighborhood Amenity Center</td>
<td></td>
</tr>
<tr>
<td>General Office*</td>
<td>Park (neighborhood/regional)</td>
<td></td>
</tr>
<tr>
<td>Government/Postal Office</td>
<td>Pest Control/Janitorial Services *</td>
<td></td>
</tr>
<tr>
<td>Group Home (7+ residents)</td>
<td>Self-Storage (indoor only)</td>
<td></td>
</tr>
<tr>
<td>Home Health Care Services*</td>
<td>School (Elementary, Middle, High)</td>
<td></td>
</tr>
<tr>
<td>Hospital</td>
<td>Theater (movie/live)</td>
<td></td>
</tr>
<tr>
<td>Hotel/Inn (excluding extended stay)</td>
<td>Upper-story Residential</td>
<td></td>
</tr>
<tr>
<td>Integrated Office Center*</td>
<td>Wireless Transmission Facility (&lt;41’)</td>
<td></td>
</tr>
<tr>
<td>Landscape/Garden Sales*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laundromat*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Library/Museum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical Diagnostic Center*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical Office/Clinic/Complex*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Membership Club/Lodge*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nature Preserve/Community Garden</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nursing/Convalescent/Hospice</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Lot (commercial/park-n-ride)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Services*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing/Mailing/Copying Services*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restaurant (general/drive-through)*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rooming/Boarding House</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social Service Facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surgery/Post Surgery Recovery*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Urgent Care Facility*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities (Minor/Intermediate/Major)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Veterinary Clinic (indoor only)*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Low Density Multifamily (MF-1) District

### District Development Standards

<table>
<thead>
<tr>
<th>Maximum Density = 14 units/acre</th>
<th>Front Setback = 20 feet</th>
<th>Bufferyard = 15 feet with plantings adjacent to RE, RL, RS, TF, or MH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Building Height = 35 feet</td>
<td>Side Setback = 10 feet</td>
<td>districts; 10 feet with plantings adjacent to residences in AG</td>
</tr>
<tr>
<td>Maximum Units per Building = 12</td>
<td>Side Setback to Residential = 20 feet</td>
<td></td>
</tr>
<tr>
<td>Rear Setback = 10 feet</td>
<td>Rear Setback to Residential = 20 feet</td>
<td></td>
</tr>
<tr>
<td>Lot size = 12,000 sq.ft.</td>
<td>Side/Rear Street Setback = 15 feet</td>
<td></td>
</tr>
<tr>
<td>Lot width minimum = 50 feet</td>
<td>Unloaded Street Setback = 20 feet</td>
<td></td>
</tr>
</tbody>
</table>

### Specific Uses Allowed within the District

<table>
<thead>
<tr>
<th>Allowed by Right</th>
<th>Subject to Limitations</th>
<th>Special Use Permit (SUP) Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group Home (7-15 residents)</td>
<td>Church (with columbarium)</td>
<td>Activity Center (youth/senior)</td>
</tr>
<tr>
<td>Multifamily Attached</td>
<td>Day Care (family/group/commercial)</td>
<td>Assisted Living</td>
</tr>
<tr>
<td>Multifamily Detached</td>
<td>Golf Course</td>
<td>Bed and Breakfast (with events)</td>
</tr>
<tr>
<td>Rooming/Boarding House</td>
<td>Nature Preserve/Community Garden</td>
<td>Emergency Services Station</td>
</tr>
<tr>
<td>Utilities (Minor)</td>
<td>Neighborhood Amenity Center</td>
<td>Group Home (16+ residents)</td>
</tr>
<tr>
<td>School (Elementary)</td>
<td>Park (Neighborhood)</td>
<td>Halfway House</td>
</tr>
<tr>
<td>School (Middle)</td>
<td>School (Elementary)</td>
<td>Nursing/Convalescent Home</td>
</tr>
<tr>
<td>Utilities (Intermediate)</td>
<td>School (Middle)</td>
<td>Orphanage</td>
</tr>
<tr>
<td>Wireless Transmission Facility (&lt;41’)</td>
<td>School (Middle)</td>
<td>Student Housing</td>
</tr>
</tbody>
</table>
## Residential Single-Family (RS) District

### District Development Standards

<table>
<thead>
<tr>
<th>Minimum Lot Size = 5,500 square feet</th>
<th>Front Setback = 20 feet</th>
<th>Bufferyard = 10 feet with plantings when non-residential develops</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Width = 45 feet</td>
<td>Side Setback = 6 feet</td>
<td></td>
</tr>
<tr>
<td>Corner Lot Width = 55 feet</td>
<td>Rear Setback = 10 feet</td>
<td>Adjacent to residential</td>
</tr>
<tr>
<td>Maximum Building Height = 35 feet</td>
<td>Side/Rear Street Setback = 15 feet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Street Facing Garage Setback = 25 feet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Unloaded Street Setback = 20 feet</td>
<td></td>
</tr>
</tbody>
</table>

### Specific Uses Allowed within the District

<table>
<thead>
<tr>
<th>Allowed by Right</th>
<th>Subject to Limitations</th>
<th>Special Use Permit (SUP) Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group Home (&lt;7 residents)</td>
<td>Church (with columbarium)</td>
<td>Accessory Dwelling Unit</td>
</tr>
<tr>
<td>Single-family Detached</td>
<td>Day Care (family home)</td>
<td>Activity Center (youth/senior)</td>
</tr>
<tr>
<td>Utilities (Minor)</td>
<td>Golf Course</td>
<td>Bed and Breakfast (with events)</td>
</tr>
<tr>
<td></td>
<td>Home Based Business</td>
<td>Cemetery/Columbaria/Mausoleum</td>
</tr>
<tr>
<td></td>
<td>Nature Preserve/Community Garden</td>
<td>Community Center</td>
</tr>
<tr>
<td></td>
<td>Neighborhood Amenity Center</td>
<td>Day Care (Group)</td>
</tr>
<tr>
<td></td>
<td>Park (Neighborhood)</td>
<td>Emergency Services Station</td>
</tr>
<tr>
<td></td>
<td>School (Elementary)</td>
<td>General Office</td>
</tr>
<tr>
<td></td>
<td>Single-family Attached</td>
<td>Halfway House</td>
</tr>
<tr>
<td></td>
<td>Utilities (Intermediate)</td>
<td>Hospice Facility</td>
</tr>
<tr>
<td></td>
<td>Wireless Transmission Facility (&lt;41')</td>
<td>Rooming/Boarding House</td>
</tr>
<tr>
<td></td>
<td></td>
<td>School (Middle)</td>
</tr>
</tbody>
</table>
James W. Griffith, P.E., RPLS  
President  

January 30, 2019  

City of Georgetown  
Planning Department  
406 W. 8th Street  
Georgetown, TX 78626  

Letter of Intent Regarding 4901 West Highway 29  Georgetown, Tx (Cole Estates Subdivision)  

TO WHOM IT MAY CONCERN:  

This letter is intended to address the requirements for an Application for Annexation to the City of Georgetown. This annexation is occurring due to the desire of the Applicant to develop the land for commercial and residential purposes. The Applicant is hereby submitting for Voluntary Application with the understanding that the city will, to the extent possible, do the following:  

A. Simultaneously consider and approve zoning in accordance with the attached plat and fieldnotes.  
B. Simultaneously consider and approve a Comprehensive Plan Amendment Application that is being submitted at the same time with this Voluntary Annexation Request.  
C. Allow submittal of the Preliminary Subdivision Plat after the planning staff has done their first review of the Annexation and Comprehensive Plan Amendment Applications so that the review process for the Preliminary Plat submittal can begin as soon as is practical.  

PROPOSED ANNEXATION  
The proposed annexation of 126.06 acres includes two tracts of land as follows:  

1) The proposed development land including 100.390 acres and identified as Tract One; and  
2) An additional 25.67 acres of State Highway 29 right of way that connects to the existing western boundary line of the City of Georgetown’s city limits.  

The property is presently undeveloped farmland stretching from SH 29 to the South San Gabriel River. There is an existing sewer service agreement for the property entitled "Wastewater and Trail Easement and Agreement" recorded in Document No. 2016094701 and dated September 20, 2016. There is also an existing water agreement that was originally executed with Chisholm Trail SUD and then assigned to the City of Georgetown.  

PROPOSED ZONING  
The proposed zoning includes three different districts, as follows:  

1) A commercial district (C-1) of 15.612 acres along Highway 29;  
2) A multifamily district (MF-1) of 11.819 acres adjacent to the C-1 district and on the western side of the
City of Georgetown - Letter of Intent For Annexation
Page 2

main subdivision road (this district allows for development with a density of less than 14 units/acre); and
3) The remaining land in a residential RS district of 72.954 acres providing approximately 243 RS lots.

The following are required statements to be included within this Letter of Intent.

1) The subject property is contiguous to the current city limits as shown on the attached proposed
annexation plat and by field notes.

2) The Total Acreage of the tracts to be annexed is 126.06 acres. This acreage includes a portion of State
Highway 29 right-of-way.

3) The current use of the property is for pasture land, and the right-of-way is being used for road right-of-way purposes.

4) There are no residents presently residing on the property.

5) The Applicant reserves the right to pull this annexation application from consideration at any time
during the proceedings.

6) With the 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.

The following attachments are included with this letter.

1) Site Location Map
2) Field notes for the two annexation tracts along with two corresponding plats.
3) An overall proposed zoning plat
4) Three sets of field notes for the three proposed zoning districts along with three corresponding plats.

We are prepared to provide any further required information in order for the City of Georgetown to process this
request.

Respectfully Submitted,

James W. Griffith
James W. Griffith, P.E. 2/27/2019
City of Georgetown - Letter of Intent For Annexation
Page 3

As the Manager of Overlook at San Gabriel LLC, I hereby certify and attest my agreement and that of the LLC with this letter and in particular with Items 5) and 6) noted in the paragraph including the required statements.

__________________________
Sathibabu Chakka, Manager
Overlook at San Gabriel LLC

State of Texas County of ___Williamson___

Before me, on this day personally appeared ___Sathibabu Chakka___, 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.

Given under my hand and seal of office this ___27___ day of ___February___, 2019.

[Seal]

LARRY BUCHANAN
Notary Public
STATE OF TEXAS
ID# 13106248-4
My Comm. Exp. March 27, 2021

[Signature]
Notary Public's Signature
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 initial zoning of Local Commercial (C-1) (approximately 15.613 acres), Residential Single-Family (RS) (approximately 72.958 acres), and Multifamily (MF-1) (approximately 11.819 acres) zoning districts, for a 126.06-acre, more or less, tract of land in the Isaac Donagan Survey, Abstract No. 178, and approximately 25.670 acres of State Highway 29 (SH 29), a right-of-way of varying width of record described to the State of Texas, for the property generally located at 4901 W SH 29, 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 Subchapter C-1; 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 March 26, 2019; and

Whereas, all of the herein-described property lies within the extraterritorial jurisdiction of the City of Georgetown, Texas; and

Whereas, the herein-described property lies adjacent and contiguous to the City of Georgetown, Texas; and

Whereas, all prerequisites of state law and the City Charter have been complied with;

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas that:

Section 1. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this ordinance implements and is not inconsistent or in conflict with any 2030 Comprehensive Plan Vision Statements, Goals and Policies.

Section 2. The City Council of the City of Georgetown hereby annexes into the city limits 126.06 acres in the Isaac Donagan Survey, Abstract No. 178, and portion of State Highway 29 (SH 29), a right-of-way of varying width of record described to the State of Texas, as shown in “Exhibit A” and described in “Exhibit B” of this ordinance. “Exhibit C” contains the service plan.
Section 3. The 126.06 acres, as described in “Exhibit B” and depicted in “Exhibit A” of this ordinance, is designated Residential Single-Family (RS) (approximately 72.958 acres), Low Density Multi-Family (MF-1) (approximately 11.819 acres), Local Commercial (C-1) (approximately 15.613 acres), and Scenic/Natural Gateway Overlay district, and is included in City Council District 2, as it is adjacent to Council District 2 and no other City Council Districts.

Section 4. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective and be in full force and effect in accordance with the City Charter.

Passed and Approved on First Reading on the 13th day of August, 2019.

Passed and Approved on Second Reading on the 27th day of August, 2019.

THE CITY OF GEORGETOWN:

__________________________  ATTEST:

Dale Ross                   Robyn Densmore
Mayor                       City Secretary

APPROVED AS TO FORM:

__________________________
Charlie McNabb
City Attorney
LEGAL DESCRIPTION TRACT ONE
COLE ESTATES ANNEXATION FIELDNOTES

BEING A 100.390 ACRES TRACT SITUATED IN THE ISAAC DONAGAN SURVEY, ABSTRACT NUMBER 178, WILLIAMSON COUNTY, TEXAS, AND AS DESCRIBED IN A SPECIAL WARRANTY DEED FROM GLENN MAE, L.P. TO OVERLOOK AT SAN GABRIEL LLC, AS RECORDED ON JUNE 21 2018 IN DOCUMENT NO. 2018056058 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED “FOREST RPLS 1847” FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 29 (SH 29) (A 100-FOOT WIDE RIGHT OF WAY ACCORDING TO TEXAS DEPARTMENT OF TRANSPORTATION MAP CSJ NOS. 337-1-2 AND 337-1-5), FOR THE NORTHEAST CORNER OF SAID 100.390 ACRES TRACT AND THE NORTHWEST CORNER OF A CALLED 168.62 ACRES TRACT AS DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDORS LIEN FROM DENNIS L. CHAPMAN AND KAROL G. CHAPMAN TO ZAMIN L.P. AS RECORDED ON DECEMBER 19 2014 IN DOCUMENT NO. 2014103274 OF SAID OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE OF SH29 WITH THE EAST LINE OF SAID 100.390 ACRES TRACT AND THE WEST LINE OF SAID 168.62 ACRES TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) S02°53’53”E A DISTANCE OF 2,382.36 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED “FOREST RPLS 1847” FOUND FOR AN ANGLE POINT; AND

2) S63°52’27”E A DISTANCE OF 694.03 TO A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED “HALFF ASSOC. INC.” SET FOR AN ANGLE POINT IN THE EAST LINE OF THE 100.390 ACRES TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 3.00 ACRES TRACT AS DESCRIBED IN A GENERAL WARRANTY DEED FROM WILLIAM R. THOMAS, INDEPENDENT EXECUTOR OF THE ESTATE OF GLENN M. COLE, AKA GLENN MAE COLE, DECEASED TO SAID ZAMIN L.P., AND RECORDED ON FEBRUARY 20 2015 IN DOCUMENT NO. 2015013369 OF SAID OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE S20°28’31”W WITH SAID EAST LINE OF THE 100.390 ACRES TRACT AND THE WEST LINE OF SAID 3.00 ACRES TRACT, A DISTANCE OF 119.32 FEET TO A ½ INCH IRON ROD FOUND FOR AN ANGLE POINT IN THE SAID EAST LINE OF THE 100.390 ACRES TRACT FOR THE SOUTHWEST CORNER OF SAID 3.00 ACRES TRACT;

THENCE CONTINUING WITH SAID EAST LINE OF THE 100.390 ACRES TRACT AND SAID WEST LINE OF THE 168.62 ACRES TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) S44°20’29”W FOR A DISTANCE OF 65.02 FEET TO A ½-INCH IRON ROD WITH PLASTIC CAP STAMPED “BURY PARTNERS” FOUND FOR AN ANGLE POINT;

2) S09°01’18”W FOR A DISTANCE OF 1,603.41 FEET TO A ½-INCH IRON ROD FOUND FOR AN ANGLE POINT; AND
3) S09°41′09″W passing at a distance of 149.48 feet a ½-inch iron rod found, and continuing a total distance of 283.60 feet to a point in the approximate center of the South Fork of the San Gabriel River for the southeast corner of said 100.390 acres tract and the southwest corner of said 168.62 acres tract;

**THENCE** with the said approximate centerline of said South Fork of the San Gabriel River and the south line of said 100.390 acres tract the following five (5) courses and distances:

1) N52°46′14″W a distance of 427.75 feet to an angle point;
2) N43°16′14″W a distance of 574.50 feet to an angle point;
3) N25°46′14″W a distance of 400.00 feet to an angle point;
4) N01°46′14″W a distance of 212.00 feet to an angle point; and
5) N17°46′14″W a distance of 36.65 feet to a point being the southwest corner of said 100.390 acres tract, same being the southeast corner of a called 68.096 acres tract as described in a warranty deed with vendors lien from Matholee Patrick Nitschke and Jack G. Nitschke, Sr. to Yomac, Ltd. and recorded on June 10, 1993 in Volume 2322 Page 474 document No. 1993023844 of the official records of Williamson County, Texas, and also being the southern terminus of a line described in a boundary line agreement and special warranty deed between Glenna Mae, LP and Glenn McDonald, Phyllis Yohe, and Yomac, Ltd. and recorded on June 6, 2018 in Document No. 2018049497 of said official public records Williamson County, Texas;

**THENCE** leaving said approximate centerline of said South Fork of the San Gabriel River, following said line described in Document No. 2018049497, the following four (4) courses and distances:

1) N07°20′03″E passing at a distance of 144.16 feet to a ½-inch iron rod found, and continuing for a total distance of 1,073.12 feet to a ½-inch iron rod found for an angle point;
2) N18°35′32″W a distance of 302.90 feet to a fence corner post, and from which a ½ inch iron rod found bears N71°19′55″E a distance of 3.50 feet;
3) N23°36′18″W a distance of 185.14 feet to a ½ inch iron rod set with plastic cap stamped “HALFF” set; and
4) N20°29′36″W a distance of 2,224.82 feet to a cotton spindle found in the said south right-of-way line of SH29 for the northwest corner of the said 100.390 acres tract, same being the northeast corner of said 68.096 acres tract and the northern terminus of said line described in Document No. 2018049497;

**THENCE** with the said south right-of-way line of SH29, same being the north line of said 100.390 acres tract, S82°27′30″E a distance of 1,393.45 feet to said point of beginning and containing 100.390 acres.
THIS DOCUMENT WAS PREPARED UNDER 22 §TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED

James W. Griffith 2/12/2019

JAMES W. GRIFFITH DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1885
GRIFFITH CONSULTING, SURVEY FIRM NO. F-101699-00
COLE ESTATES SUBDIVISION
LEGAL DESCRIPTION TRACT TWO
STATE HIGHWAY 29 ANNEXATION

BEING A 25.670 ACRES TRACT SITUATED IN THE ISSAC DONAGAN SURVEY, ABSTRACT NUMBER 178, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE STATE HIGHWAY NO. 29 RIGHT OF WAY FOR PROPOSED ANNEXATION TO THE CITY OF GEORGETOWN, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED “FOREST RPLS 1847” FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 29 (SH 29) (A 100-FOOT WIDE RIGHT OF WAY ACCORDING TO TEXAS DEPARTMENT OF TRANSPORTATION MAP CSJ NOS. 337-1-2 AND 337-1-5), FOR THE NORTHEAST CORNER OF SAID 100.390 ACRES TRACT AND THE NORTHWEST CORNER OF A CALLED 168.62 ACRES TRACT AS DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDORS LIEN FROM DENNIS L. CHAPMAN AND KAROL G. CHAPMAN TO ZAMIN L.P. AS RECORDED ON DECEMBER 19 2014 IN DOCUMENT NO. 2014103274 OF SAID OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE N82°27’30”W FOR A DISTANCE OF 1,393.45 TO A COTTON SPINDLE FOUND IN THE SAID SOUTH RIGHT OF WAY LINE OF SH 29 FOR THE NORTHWEST CORNER OF SAID 100.390 ACRES TRACT, SAME BEING NORTHEAST CORNER OF 68.096 ACRES TRACT AS DESCRIBED IN A WARRANTY DEED WITH VENDORS LIEN FROM MATHOLEE PATRICK NITSCHKE AND JACK G. NITSCHKE, SR. TO YOMAC, LTD AND RECORDED ON JUNE 10 1993 IN VOLUME 2322, PAGE 474 DOCUMENT NO. 1993023844 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING THE NORTHERN TERMINUS OF A LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT AND SPECIAL WARRANTY DEED BETWEEN GLENNA MAE, LP AND GLENN MCDONALD, PHYLLIS YOHE, AND YOMAC, LTD AND RECORDED ON JUNE 6 2018 IN DOCUMENT NO. 2018049497 OF SAID OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS;

THENCE N07°32’30”E CROSSING THE SAID STATE HIGHWAY RIGHT OF WAY FOR A DISTANCE OF 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID TEXAS STATE HIGHWAY 29;

THENCE FOLLOWING THE NORTHERLY RIGHT OF WAY LINE OF TEXAS STATE HIGHWAY 29 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) S82°27’30”E FOR A DISTANCE OF 3,909.54 FEET;
2) A CURVE TO THE LEFT WITH AN ARC LENGTH OF 434.47 FEET, A RADIUS OF 5,679.14 FEET, A LONG CHORD BEARING AND DISTANCE OF S84°39’0”E 434.37;
3) S86°50’30”E FOR A DISTANCE OF 4,713.12 FEET;
4) A CURVE TO THE LEFT WITH AN ARC LENGTH OF 1,954.46, A RADIUS OF 5,670.00 FEET, A LONG CHORD BEARING AND DISTANCE OF N83°17’0”E 1,944.80; AND
5) N73°24’30”E FOR A DISTANCE OF 149.03 FEET TO A POINT AT A NORTHEAST CORNER OF THE EXISTING CITY LIMITS OF THE CITY OF GEORGETOWN;
THENCE S16°35'30"E CROSSING THE SAID STATE HIGHWAY RIGHT OF WAY WITH THE EXISTING CITY LIMITS OF THE CITY OF GEORGETOWN A DISTANCE OF 100.00 FEET TO THE SAID SOUTHERLY RIGHT OF WAY LINE AND AN ANGLE POINT OF THE EXISTING CITY LIMITS OF THE CITY OF GEORGETOWN;

THENCE FOLLOWING THE SOUTHERLY RIGHT OF WAY LINE OF TEXAS STATE HIGHWAY 29 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) S73°24'30"W FOR A DISTANCE OF 149.03 FEET,
2) A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 1988.94 FEET, A RADIUS OF 5,770.00 FEET, A LONG CHORD BEARING AND DISTANCE OF N83°17'0"W 1,979.70 FEET,
3) N86°50'30"W FOR A DISTANCE OF 4,713.12 FEET
4) A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 442.13, A RADIUS OF 5,779.14 FEET, A LONG CHORD BEARING AND DISTANCE OF N84°39'0"W 442.02 FEET;
5) N82°27'30"W FOR A DISTANCE OF 2,516.29 FEET TO THE POINT OF BEGINNING, AND CONTAINING 25.670 ACRES MORE OR LESS.

THIS DOCUMENT WAS PREPARED UNDER 22 §TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED

James W. Griffith 2/12/2019
JAMES W. GRIFFITH DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1885
GRIFFITH CONSULTING, SURVEY FIRM NO. F-101699-00
REZONING FIELD NOTES FOR COLE ESTATES
ZONING AREA C-1 15.613 ACRES

BEING A 15.613 ACRES TRACT OF LAND SITUATED IN THE ISAAC DONAGAN SURVEY ABSTRACT NUMBER 178, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 100.390 ACRES TRACT AS DESCRIBED IN A SPECIAL WARRANTY DEED FROM GLENNNA MAE, L.P. TO OVERLOOK AT SAN GABRIEL LLC, AS RECORDED ON JUNE 21 2018 IN DOCUMENT NO. 2018056058 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED “FOREST RPLS 1847” FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 29 (SH 29), A 100-FOOT WIDE RIGHT OF WAY ACCORDING TO TEXAS DEPARTMENT OF TRANSPORTATION MAP CSJ NOS. 337-1-2 AND 337-1-5, FOR THE NORTHEAST CORNER OF SAID 100.390 ACRES TRACT AND THE NORTHWEST CORNER OF A CALLED 168.62 ACRES TRACT AS DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDORS LIEN FROM DENNIS L. CHAPMAN AND KAROL G. CHAPMAN TO ZAMIN L.P. AS RECORDED ON DECEMBER 19 2014 IN DOCUMENT NO. 2014103274 OF SAID OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE S02°53'53"E LEAVING THE SAID SOUTH RIGHT-OF-WAY LINE OF SH29 AND WITH THE EAST LINE OF SAID 100.390 ACRES TRACT AND THE WEST LINE OF SAID 168.62 ACRES TRACT,S02°53'53"E FOR A DISTANCE OF 389.51 FEET TO AN ANGLE POINT FOR THE SOUTH EAST CORNER OF SAID 15.613 ACRES TRACT;

THENCE N84°45'20"W FOR A DISTANCE OF 518.72 FEET TO AN ANGLE POINT IN THE SOUTH EASTERN BOUNDARY OF SAID TRACT;

THENCE LEAVING SAID SOUTH EASTERN LINE BEARING S00°16'43"E FOR A DISTANCE OF 97.20 FEET TO A POINT BEING THE COMMON CORNER OF SAID 15.613 ACRES TRACT, A 11.819 ACRES TRACT TO BE ZONED MF-1 AND, A 72.958 ACRES TRACT TO BE ZONED RS;

THENCE FOLLOWING THE SOUTHWEST LINE OF SAID 15.613 ACRES TRACT BEING THE NORTHWEST LINE OF THE 11.819 ACRES TRACT THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. S89°43'17"W FOR A DISTANCE OF 60.00 FEET FOR AN ANGLE POINT;
2. S44°04'53"W FOR A DISTANCE OF 35.78 FEET FOR AN ANGLE POINT;
3. N88°37'37"W FOR A DISTANCE OF 20.18 FEET FOR AN ANGLE POINT;
4. A CURVE TO THE LEFT WITH AN ARC LENGTH OF 182.97 FEET, A RADIUS OF 350.00 FEET, A LONG CHORD BEARING AND DISTANCE OF S74°44'39"W 180.90 FEET;
5. S59°46'02"W FOR A DISTANCE OF 76.45 FEET;
6. A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 97.29 FEET, A RADIUS OF 75 FEET, A LONG CHORD BEARING AND DISTANCE OF N83°04'20"W 90.61 FEET;
7. S44°05'19"W FOR A DISTANCE OF 50.00 FEET FOR AN ANGLE POINT;
8. S69°30'24"W FOR A DISTANCE OF 122.91 FEET FOR AN ANGLE POINT;
THENCE N20°29’36”W LEAVING THE SOUTHWEST LINE OF SAID 15.613 ACRES FOR A DISTANCE OF 855.45 FEET TO A COTTON SPINDLE BEING THE SOUTH RIGHT-OF WAY OF SAID STATE HIGHWAY 29 AND THE NORTH EAST BOUNDARY OF SAID 15.613 ACRES TRACT

THENCE S82°27’30”E WITH THE SOUTH RIGHT-OF WAY LINE OF STATE HIGHWAY 29 FOR A DISTANCE OF 1393.45 FEET TO SAID IRON ROD STAMPED “FOREST RPLS 1847” AND BEING THE POINT OF BEGINNING, AND CONTAINING 15.613 ACRES.

THIS DOCUMENT WAS PREPARED UNDER 22 §TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

JAMES W. GRIFFITH     DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1885
GRIFFITH CONSULTING, SURVEY FIRM NO. F-101699-00
ZONING FIELD NOTES FOR COLE ESTATES
ZONING AREA MF-1 11.819 ACRES

BEING A 11.819 ACRES TRACT OF LAND SITUATED IN THE ISAAC DONAGAN SURVEY ABSTRACT NUMBER 178, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 100.390 ACRES TRACT AS DESCRIBED IN A SPECIAL WARRANTY DEED FROM GLENNA MAE, L.P. TO OVERLOOK AT SAN GABRIEL LLC, RECORDED ON JUNE 21 2018 IN DOCUMENT NO. 2018056058 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED “FOREST RPLS 1847” FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 29 (SH 29)(A 100-FOOT WIDE RIGHT OF WAY ACCORDING TO TEXAS DEPARTMENT OF TRANSPORTATION MAP CSJ NOS. 337-1-2 AND 337-1-5), FOR THE NORTHEAST CORNER OF SAID 100.390 ACRES TRACT SAME BEING THE NORTHWEST CORNER OF A CALLED 168.62 ACRES TRACT AS DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDORS LIEN FROM DENNIS L. CHAPMAN AND KAROL G. CHAPMAN TO ZAMIN L.P. AS RECORDED ON DECEMBER 19 2014 IN DOCUMENT NO. 2014103274 OF SAID OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE OF SH29 WITH THE EAST LINE OF SAID 100.390 ACRES TRACT AND THE WEST LINE OF SAID 168.62 ACRES TRACT, S02°53’53”E FOR A DISTANCE OF 389.51 FEET TO AN ANGLE POINT BEING THE SOUTH EAST CORNER OF THE HEREIN DESCRIBED TRACT A 15.613 ACRES TRACT PROPOSED C-1 ZONING AND A 72.958 ACRES TRACT PROPOSED FOR RS ZONING;

THENCE BEARING N84°45’20”W FOR A DISTANCE OF 518.72 FEET TO A POINT FOR AN ANGLE POINT AND BEING THE SOUTH EASTERN BOUNDARY OF A 15.613 ACRES TRACT AND THE NORTH WESTERN BOUNDARY OF A 72.958 ACRES TRACT;

THENCE LEAVING SAID SOUTH EASTERN BOUNDARY S00°16’43”E FOR A DISTANCE OF 97.20 FEET TO A POINT BEING THE COMMON CORNER OF THREE (3) TRACTS A 15.613 ACRES TRACT TO BE ZONED MF 1 AND A 72.958 ACRES TRACT TO BE ZONED RS AND THE HEREIN DESCRIBED 11.819 ACRES TRACT TO BE ZONED C-1 AND THE POINT OF BEGINNING;

THENCE FOLLOWING THE EASTERN BOUNDARY OF THE 11.819 ACRES TRACT THE FOLLOWING SIX (6) COURSES AND DISTANCES;

1) S02°34’47”W FOR A DISTANCE OF 100.05 FEET;
2) S04°11’53”W FOR A DISTANCE OF 468.09 FEET;
3) A CURVE TO THE LEFT WITH AN ARC LENGTH OF 129.51 FEET, A RADIUS OF 300.00 FEET, A LONG CHORD BEARING AND DISTANCE OF S08°06’13”E 127.84 FEET;
4) S20°28’16”E FOR A DISTANCE OF 167.27 FEET;
5) A CURVE TO THE LEFT WITH AN ARC LENGTH OF 68.56 FEET, A RADIUS OF 300.00 FEET, A LONG CHORD BEARING AND DISTANCE OF S27°01’06”E 68.42 FEET; AND
6) S33°33’57”E FOR A DISTANCE OF 300.79 FEET;
THENCE LEAVING SAID EASTERN BOUNDARY S69°31′44″W FOR A DISTANCE OF 424.91 FEET, FOR THE
SOUTHERN BOUNDARY OF THE HEREIN DESCRIBED 11.819 ACRES TRACT;

THENCE LEAVING THE SOUTH BOUNDARY N20°29′36″W FOR A DISTANCE OF 1207.69 FEET TO A POINT
BEING A COMMON CORNER OF A 15.613 ACRES TRACT AND SAID 11.819 ACRES TRACT;

THENCE LEAVING THE WESTERN BOUNDARY THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) N69°30′24″E FOR A DISTANCE OF 122.91 FEET FOR AN ANGLE POINT;
2) N44°05′19″E FOR A DISTANCE OF 50.00 FEET FOR AN ANGLE POINT;
3) A CURVE TO THE LEFT WITH AN ARC LENGTH OF 97.29 FEET, A RADIUS OF 75 FEET, A LONG
   CHORD BEARING AND DISTANCE OF S83°04′20″E 90.61 FEET;
4) N59°46′02″E FOR A DISTANCE OF 76.45 FEET;
5) A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 182.98 FEET, A RADIUS OF 350.00 FEET, A
   LONG CHORD BEARING AND DISTANCE OF N74°44′39″E 180.90 FEET;
6) N44°04′53″E FOR A DISTANCE OF 35.78 FEET FOR AN ANGLE POINT; AND
7) N89°43′17″E FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING
   11.819 ACRES MORE OR LESS.

THIS DOCUMENT WAS PREPARED UNDER 22 §TAC 663.21, DOES NOT REFLECT THE RESULTS OF
AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN
REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE
CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR
WHICH IT WAS PREPARED

JAMES W. GRIFFITH     DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1885
GRIFFITH CONSULTING, SURVEY FIRM NO. F-101699-00
REZONING FIELD NOTES FOR COLE ESTATES
ZONING AREA RS 72.958 ACRES

BEING A 72.958 ACRES TRACT OF LAND SITUATED IN THE ISAAC DONAGAN SURVEY ABSTRACT NUMBER 178, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 100.390 ACRES TRACT AS DESCRIBED IN A SPECIAL WARRANTY DEED FROM GLENNA MAE, L.P. TO OVERLOOK AT SAN GABRIEL LLC, AS RECORDED ON JUNE 21 2018 IN DOCUMENT NO. 2018056058 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED “FOREST RPLS 1847” FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 29 (SH 29), A 100-FOOT WIDE RIGHT OF WAY ACCORDING TO TEXAS DEPARTMENT OF TRANSPORTATION MAP CSJ NOS. 337-1-2 AND 337-1-5, FOR THE NORTHEAST CORNER OF SAID 100.390 ACRES TRACT SAME BEING THE NORTHWEST CORNER OF A CALLED 168.62 ACRES TRACT AS DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDORS LIEN FROM DENNIS L. CHAPMAN AND KAROL G. CHAPMAN TO ZAMIN L.P. AS RECORDED ON DECEMBER 19 2014 IN DOCUMENT NO. 2014103274 OF SAID OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE Bearing S02°53’53”E FOR A DISTANCE OF 389.51 FEET TO A POINT BEING THE SOUTHEAST CORNER OF A 15.613 ACRES TRACT TO BE ZONED C1 AND THE NORTH EAST CORNER OF SAID 72.958 ACRES TRACT TO BE ZONED RS FOR THE POINT OF BEGINNING;

THENCE FOLLOWING SAID EAST LINE OF THE CALLED 100.39 ACRES TRACT S02°53’53”E FOR A DISTANCE OF 1992.84 FEET TO AN IRON ROD WITH CAP STAMPED “FOREST RPLS 1847” FOUND FOR AN ANGLE POINT;

THENCE S63°52’27”E A DISTANCE OF 694.03 TO A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED “HALFF ASSOC. INC.” SET FOR AN ANGLE POINT IN THE EAST LINE OF THE 100.390 ACRES TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 3.00 ACRES TRACT AS DESCRIBED IN A GENERAL WARRANTY DEED FROM WILLIAM R. THOMAS, INDEPENDENT EXECUTOR OF THE ESTATE OF GLENNA M. COLE, AKA GLENNA MAE COLE, DECEASED TO SAID ZAMIN L.P., AND RECORDED ON FEBRUARY 20 2015 IN DOCUMENT NO. 2015013369 OF SAID OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE WITH SAID EAST LINE OF THE 100.390 ACRES TRACT AND THE WEST LINE OF SAID 3.00 ACRES TRACT, S20°28’31”W A DISTANCE OF 119.32 FEET TO A ½ INCH IRON ROD FOUND FOR AN ANGLE POINT IN THE SAID EAST LINE OF THE 100.390 ACRES TRACT FOR THE SOUTHWEST CORNER OF SAID 3.00 ACRES TRACT;

THENCE CONTINUING WITH SAID EAST LINE OF THE 100.390 ACRES TRACT AND SAID WEST LINE OF THE 168.62 ACRES TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1)  S44°20’29”W FOR A DISTANCE OF 65.02 FEET TO A ½-INCH IRON ROD WITH PLASTIC CAP STAMPED “BURY PARTNERS” FOUND FOR AN ANGLE POINT;
2) S09°01'18"W FOR A DISTANCE OF 1,603.41 FEET TO A \(\frac{1}{2}\) -INCH IRON ROD FOUND FOR AN ANGLE POINT; AND
3) S09°41'09"W PASSING AT A DISTANCE OF 149.48 FEET A \(\frac{1}{2}\)- INCH IRON ROD FOUND, AND CONTINUING A TOTAL DISTANCE OF 283.60 FEET TO A POINT IN THE APPROXIMATE CENTER OF THE SOUTH FORK OF THE SAN GABRIEL RIVER FOR THE SOUTHEAST CORNER OF SAID 100.390 ACRES TRACT AND THE SOUTHWEST CORNER OF SAID 168.62 ACRES TRACT;

THENCE WITH THE SAID APPROXIMATE CENTERLINE OF SAID SOUTH FORK OF THE SAN GABRIEL RIVER, SAME BEING THE SOUTH LINE OF SAID 100.390 ACRES TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) N52°46'14"W A DISTANCE OF 427.75 FEET TO AN ANGLE POINT;
2) N43°16'14"W A DISTANCE OF 574.50 FEET TO AN ANGLE POINT;
3) N25°46'14"W A DISTANCE OF 400.00 FEET TO AN ANGLE POINT;
4) N01°46'14"W A DISTANCE OF 212.00 FEET TO AN ANGLE POINT; AND
5) N17°46'14"W A DISTANCE OF 36.65 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID 100.390 ACRES TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 68.096 ACRES TRACT AS DESCRIBED IN A WARRANTY DEED WITH VENDORS LIEN TO YOMAC, LTD. AND RECORDED IN VOLUME 2322 PAGE 474 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING THE SOUTHERN TERMINUS OF A LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT AND SPECIAL WARRANTY DEED BETWEEN GLENNNA MAE, LP AND GLENN MCDONALD, PHYLLIS YOHE, AND YOMAC, LTD AND RECORDED ON JUNE 6 2018 IN DOCUMENT NO. 2018049497 OF SAID OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS;

THENCE LEAVING SAID APPROXIMATE CENTERLINE OF SAID SOUTH FORK OF THE SAN GABRIEL RIVER, WITH SAID LINE DESCRIBED IN THE ABOVE REFERENCED DOCUMENT NO. 2018049497, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) N07°20'03"E PASSING AT A DISTANCE OF 144.16 FEET TO A \(\frac{1}{2}\)-INCH IRON ROD FOUND, AND CONTINUING IN ALL A DISTANCE OF 1,073.12 FEET TO A \(\frac{1}{2}\)- INCH IRON ROD FOUND FOR AN ANGLE POINT;
2) N18°35'32"W A DISTANCE OF 302.90 FEET TO A FENCE CORNER POST, AND FROM WHICH A \(\frac{1}{2}\) INCH IRON ROD FOUND BEARS N71°19'55"E A DISTANCE OF 3.50 FEET;
3) N23°36'18"W A DISTANCE OF 185.14 FEET TO A \(\frac{1}{2}\) INCH IRON ROD SET WITH PLASTIC CAP STAMPED “HALFF” SET; AND
4) N20°29'35"W A DISTANCE OF 161.68 FOR AN ANGLE POINT;

THENCE N69°31'44"E FOR A DISTANCE OF 424.91 FEET ALONG THE WESTERN NORTH BOUNDARY SAME BEING THE SOUTHERN BOUNDARY OF A 11.819 ACRES TRACT TO BE ZONED MF 1;

THENCE LEAVING SAID WESTERN NORTH LINE AND CONTINUING NORTH THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) N33°33'57"W FOR A DISTANCE OF 300.79 FEET;
2) CURVE TO THE RIGHT WITH AN ARC LENGTH OF 68.56 FEET, A RADIUS OF 300.00 FEET, 
A LONG CHORD BEARING AND DISTANCE OF N27°01'06"W 68.41 FEET;
3) N20°28'16"W FOR A DISTANCE OF 167.27 FEET;
4) CURVE TO THE RIGHT WITH AN ARC LENGTH OF 129.51 FEET, A RADIUS OF 300.00 FEET, 
A LONG CHORD BEARING AND DISTANCE OF N08°06'13"W 127.84 FEET;
5) N04°11'53"E FOR A DISTANCE OF 468.09 FEET;
6) N02°25'50"E FOR A DISTANCE OF 100.05 FEET;
7) N00°16'43"W FOR A DISTANCE OF 97.20 FEET;

THENCE LEAVING THE WESTERN LINE OF SAID 72.958 SAME BEING THE EASTERN LINE OF THE 11.819 
ACRES TRACT S84°45'20"E FOR A DISTANCE OF 518.72 TO THE POINT OF BEGINNING AND CONTAINING 
72.958 ACRES MORE OR LESS.

THIS DOCUMENT WAS PREPARED UNDER 22 §TAC 663.21, DOES NOT REFLECT THE RESULTS OF 
AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN 
REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE 
CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR 
WHICH IT WAS PREPARED

James W. Griffith     2/12/2019
JAMES W. GRIFFITH     DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1885 
GRIFFITH CONSULTING, SURVEY FIRM NO. F-101699-00
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 “Cole Estates”. 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 June 25, 2019 at 3:00 p.m. and 6:00 p.m. in accordance with Section 43.056(j) of the LGC.

II. TERM OF SERVICE PLAN

Pursuant to Section 43.056(l) of the LGC, this Plan shall be in effect for a ten-year period commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by Ordinance.

III. INTENT

It is the intent of the City that municipal services under this Plan shall provide municipal services in accordance with the timetables required by the LGC. The City reserves the rights guaranteed to it by the LGC to amend this Plan if the City Council determines that changed conditions, subsequent occurrences, or any other legally sufficient circumstances exist under the LGC or other Texas laws that make this Plan unworkable, obsolete, or unlawful.

IV. CATEGORIZATION OF MUNICIPAL SERVICES

The municipal services described herein are categorized by those services which are (1) available to the annexed area immediately upon annexation; (2) those services which will be available to the annexed area within 2½ years from the effective date of the annexation; and (3) those services for which capital improvements are needed and which will be available within 4½ years from the effective date of the annexation based upon a schedule for construction of such improvements as set forth herein.

For the purposes of this Plan, “provision of services” includes having services provided by any method or means by which the City provides municipal services to any other areas of the City,
and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part, and may include duties on the part of a private landowner with regard to such services.

In addition, in accordance with Section 43.056(g) of the LGC, if before annexation the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the same being provided by the City to other areas within the City limits, this Plan shall be construed to allow for the provision to the annexed area of a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

V. SERVICES TO BE PROVIDED UPON ANNEXATION

1. **Police Protection** – Upon annexation, the Georgetown Police Department will extend regular and routine patrols to the area.

2. **Fire Protection and Emergency Medical Services**– Upon annexation, in the areas where the City has jurisdiction over fire protection and emergency medical services or a contract under which the City provides such services, the City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department to areas within the City limits.

3. **Solid Waste Collection** – Upon annexation, for occupied structures, the City will provide solid waste collection services to the annexed area in accordance with City ordinances and policies in effect on the date of the annexation. However, per the terms of Sections 43.056(n) and (o) of the LGC, if a property owner chooses to continue to use the services of a privately owned solid waste management provider, the City is prevented from providing solid waste services for 2 years.

4. **Operation and Maintenance of Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility** – City-owned water and wastewater facilities that exist in the annexed area will be maintained upon annexation and such maintenance shall be governed by the City’s ordinances, standards, policies and procedures. Per the provisions of Section 13.01.020 of the Unified Development Code (“UDC”), for unplatted tracts in the annexed area, the City shall not repair, maintain, install or provide any public utilities or services in any subdivision for which a Final Plat has not been approved and filed for record, nor in which the standards contained in the UDC or referred to therein have not been complied with in full.
5. **Operation and Maintenance of Streets, Roads, and Street Lighting** – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City’s preventative maintenance program. Per the provisions of Section 13.01.020 of the UDC, for unplatted tracts in the annexed area, the City shall not repair, maintain, install or provide any streets or street lighting to any subdivision for which a Final Plat has not been approved and filed for record, nor in which the standards contained in the UDC or referred to therein have not been complied with in full. With regard to street lighting, it is the policy of the City of Georgetown that adequate street lighting for the protection of the public and property be installed in all new subdivisions. Installation procedures and acceptable standards for street lights shall be governed by the utility standards of the City in effect at the time of subdivision construction or addition thereto.

6. **Operation and Maintenance of Public Parks, Playgrounds, and Swimming Pools** - Upon annexation, publicly owned parks, playgrounds, and swimming pools in the annexed area (if any) will be operated and maintained by the City in accordance with the Section 12.20 of the City Code of Ordinances, and other applicable ordinances, policies, and procedures in effect at the time of annexation for other areas in the City limits. Privately owned parks, playgrounds, and pools will be unaffected by the annexation and shall not be maintained by the City.

7. **Operation and Maintenance of Publicly Owned Buildings, Facilities, and Services** – Should the City acquire any buildings, facilities or services necessary for municipal services in the annexed area, an appropriate City department will operate and maintain them.

8. **Library** – Upon annexation, library privileges will be available to anyone residing in the annexed area.

9. **Planning and Development, Building Permits, and Inspections Services**; - Upon annexation, the City’s Unified Development Code and Title 15 of the City Code of Ordinances will apply in the area. These services include: site plan review, zoning approvals, Building Code and other standard Code inspection services and City Code enforcement; sign regulations and permits; and Stormwater Permit services. For a full description of these services, see the City’s Unified Development Code and Title 15 of the City Code of Ordinances.
10. **Animal Control Services** – The provisions of Chapter 7 of the City Code of Ordinances relating to animal control services shall apply in the annexed area.

11. **Business Licenses and Regulations** – The provisions of Chapter 6 of the City Code of Ordinances relating to business licenses and regulations (Carnivals Circuses and Other Exhibitions; Electrician’s Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) shall apply in the annexed area.

12. **Health and Safety Regulations** – The provisions of Chapter 8 of the City Code of Ordinance relating to health and safety regulations (Fire Prevention Code; Fireworks; Food Sanitation; Noise Control; Nuisances; Junked Motor Vehicles; and Smoking in Public Places) shall apply in the annexed area.

13. **Regulations Pertaining to Peace, Morals and Welfare** -- The provisions of Chapter 9 of the City Code of Ordinance relating to peace, morals and welfare (Housing Discrimination; Weapons; and Enforcement of Other Miscellaneous Violations) shall apply in the annexed area.

VI. **SERVICES TO BE PROVIDED WITHIN 4½ YEARS OF ANNEXATION; CAPITAL IMPROVEMENTS PROGRAM**

1. **In General** – The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary for services that are provided directly by the City.

2. **Water and Wastewater Services**– Water and wastewater services are only provided to occupied lots that have been legally subdivided and platted or are otherwise a legal lot, and that are located within the boundaries of the City’s authorized service areas. Further, existing residences in the annexed area that were served by a functioning onsite sewer system (septic system) shall continue to use such private system for wastewater services in conformance with the provisions of Section 13.20 of the City Code of Ordinances. Existing non-residential establishments in the annexed area may continue to use an onsite sewer system (septic system) for sewage disposal in conformance with the provisions of Section 13.20 of the City Code of Ordinances. Upon the Development of any property in the annexed area, the provisions of Chapter 13 of the UDC shall apply. The City shall have no obligation to extend water or wastewater service to any part of the annexed area that is within the service area of another water or wastewater utility. For annexed areas located within the City’s authorized service areas, the City shall, subject to the terms and conditions of this Plan, extend water and wastewater service in accordance with the service extension ordinances, policies, and standards that are summarized in Section X of this Plan, which may require that the property owner or developer of a newly developed tract install water and wastewater lines. The extension of water and wastewater services
will be provided in accordance with the policies summarized in Section X of this Plan and with any applicable construction and design standards manuals adopted by the City.

3. **Water and Wastewater Capital Improvements Schedule** – Because of the time required to design and construct the necessary water and wastewater facilities to serve the annexed area, certain services cannot be reasonably provided within 2½ years of the effective date of annexation. Therefore, in accordance with Sections 43.065(b) and (e) of the LGC, the City shall implement a program, which will be initiated after the effective date of the annexation and include the acquisition or construction of capital improvements necessary for providing water and wastewater services to the area. The following schedule for improvements is proposed: construction will commence within 2 ½ years from the effective date of annexation and will be substantially complete within 4 ½ years from the effective date of annexation. However, the provisions of Section VII of this Plan shall apply to the schedule for completion of all capital improvements. In addition, the acquisition or construction of the improvements shall be accomplished by purchase, lease, or other contract or by the City succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.

4. **Roads and Streets** – No road or street related capital improvements are necessary at this time. Future extension of roads or streets and installation of traffic control devices will be governed by the City’s Comprehensive Plan, the City’s Overall Transportation Plan, the City’s Capital Improvements Plan; the City’s regular or non-impact fee Capital Improvements Program, and any applicable City ordinances, policies, and procedures, which may require that the property owner or developer install roads and streets at the property owner’s or developer’s expense. It is anticipated that the developer of new subdivisions in the area will install street lighting in accordance with the City’s standard policies and procedures. Provision of street lighting will be in accordance with the City’s street lighting policies.

5. **Capital Improvements for Other Municipal Services** – No capital improvements are necessary at this time to provide municipal Police; Fire Protection; Emergency Medical Services; Solid Waste Collection; Public Parks, Playgrounds, or Swimming Pools; Public Buildings or Facilities; or Library Services. The annexed area will be included in the City’s future planning for new or expanded capital improvements and evaluated on the same basis and in accordance with the same standards as similarly situated areas of the City.

**VII. FORCE MAJEURE AND SCHEDULE EXTENSIONS**

1. Certain events, described as Force Majeure Events in this Plan, are those over which the City has no control. Force Majeure Events shall include, but not be limited to, acts of God; terrorism or acts of a public enemy; war; blockages; riots; strikes; epidemics; forces of nature including landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes; arrest and restraint of government; explosions; collisions, and all other inabilities of the City, whether similar to those enumerated or
otherwise, which are not within the control of the City. Any deadlines or other provisions of this Plan that are affected by a Force Majeure Event shall be automatically extended to account for delays caused by such Force Majeure Event.

2. In accordance with Section 43.056(e) of the LGC, this Plan and the schedules for capital improvements necessary to provide full municipal services to the annexed area may be amended by the City to extend the period for construction if the construction is proceeding with all deliberate speed. The construction of the improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. However, the City does not violate this Plan if the construction process is interrupted for any reason by circumstances beyond the direct control of the City.

VIII. AMENDMENTS

Pursuant to the provisions of Section 43.056(k) of the LGC, on approval by the City Council, the Plan is a contractual obligation that is not subject to amendment or repeal except as provided by state law. Section 43.056(k) of the LGC provides that if the City Council determines, after public hearings, that changed conditions or subsequent occurrences make the Plan unworkable or obsolete, the City Council may amend the Plan to conform to the changed conditions or subsequent occurrences. An amended Plan must provide for services that are comparable to or better than those established in the Plan before amendment. Before any Plan amendments are adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.0561 of the LGC.

IX. FEES

The City may impose a fee for any municipal service in the area annexed if the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.

X. SUMMARY OF CURRENT WATER AND WASTEWATER SERVICE EXTENSION POLICIES

Per the requirements of Section 43.056(e) of the LGC, the following summary is provided regarding the City’s current service extension policies for water and wastewater service. However, this is a summary of the current policies, and the policies and regulations related to water and wastewater utility extensions that are included in the City Code of Ordinances, the Unified Development Code, the City’s Construction and Specifications Manual; Drainage Manual, and other published policies and technical manuals, as the same may be amended from time to time, shall control the extension of water and wastewater services to the annexed area. In addition, these policies and ordinances are set by City Council and can be amended in the future:
1. **In General** – The provisions of Chapter 13 of the City’s Unified Development Code (“UDC”) shall apply in the annexed area and Chapter 13 of the City Code of Ordinances. Portions of the current Chapter 13 of the UDC and the current Chapter 13 of the Code of Ordinances are summarized below. Note that these provisions are established by ordinance of the City Council and are subject to change from time to time.

   A. The City shall not repair, maintain, install or provide any water services, wastewater service, gas, electricity or any other public utilities or services to any property that has not been legally subdivided or is a non-legal lot.

   B. For property that is required by the City’s UDC or other City regulations to construct water or wastewater facilities, funding and construction of those facilities are the responsibility of the property owner or developer (the “subdivider”).

   C. Subdividers shall be responsible for providing an approved public water supply system for fire protection and domestic/commercial/industrial usage consistent with the Comprehensive Plan. Where an approved public water supply or distribution main is within reasonable distance of the subdivision, but in no case less than one-quarter mile away, and connection to the system is both possible and permissible (including adequate system capacity), the subdivider shall be required to bear the cost of connecting the subdivision to such existing water supply. The subdivider shall, consistent with all existing ordinances, make a pro-rata contribution to funding of needed storage facilities, treatment facilities, and specific distribution lines as determined necessary by the City.

   D. Subdividers shall be responsible for providing an approved public sanitary sewer system, consistent with the Comprehensive Plan, throughout the entire subdivision such that all lots, parcels, or tracts of land will be capable of connecting to the sanitary sewer system except as otherwise provided herein. Where an approved public sanitary sewer collection main or outfall line is in no case less than one-half mile away, and connection to the system is both possible and permissible (including adequate system capacity), the subdivider shall be required to bear the cost of connecting the subdivision to such existing sanitary sewer system. Where an approved public wastewater collection main or outfall line is more than one-half mile away from the property boundary, and where extension of a sanitary sewer collection main or outfall line is scheduled in the City’s Capital Improvements Plan to be completed to a point within one-half mile of the property boundary within five (5) years from the date of the Preliminary Plat approval, the subdivider shall be required to install a public wastewater collection system. The design and construction of a public sanitary sewer system shall comply with regulations covering extension of public sanitary sewer systems adopted by the Texas Commission on Environmental Quality.
E. All infrastructure and public improvements must be designed and installed in accordance with all of the elements of the Comprehensive Plan and shall meet the minimum requirements established by the UDC, the City’s Construction Standards and Specifications for Roads, Streets, Structures and Utilities, and any other adopted City design or technical criteria. No main water line extension shall be less than eight inches. All new public sanitary sewer systems shall be designed and constructed to conform with the City’s Construction Standards and Specifications and to operate on a gravity flow basis by taking advantage of natural topographic conditions and thereby reducing the need for lift stations and force mains.

2. **If the specific undeveloped property does not have City water or wastewater facilities and capacity fronting the property** – the owner may make an application for an extension of service to the property. If the Assistant City Manager for Utilities determines in writing that adequate water or wastewater capacity is available, or will be available, and if the project does not include City cost participation or reimbursement, if the proposed facilities are depicted on the City’s Water and Wastewater Master Plans, and the requested service otherwise meets the City’s requirements, the extension size, capacity, and routing may be approved by the Assistant City Manager for Utilities for construction by the developer at the developer’s cost and expense.

3. **If the specific undeveloped property does have adequate City water or wastewater facilities and capacity fronting the property** – the owner may receive water or wastewater service from the City by applying for a tap permit and paying the required fees.

4. **If any property in the annexed area is using a septic system** – the property owner remains responsible for the operation and maintenance of the septic system. If the property is in a Rural Residential Subdivision as defined in Chapter 13 of the UDC, or is a legal lot greater than one acre in size and used for single family residential purposes, the property shall continue the use of a septic system after annexation until such time that the use of the property changes, the property is further subdivided or developed, or a public sanitary sewer line has been extended to within 200 feet of the property boundary and the property owner has received notification from the City of the City’s desire for the property to be connected to the public sanitary sewer line. If the septic system fails before the City’s centralized wastewater service is extended to within 200 feet of the property and the City determines that the provision of centralized wastewater service is not feasible or practical at that time, then the property owner must either repair or replace the septic system in accordance with the provisions of Section 13.20 of the City Code of Ordinances. Properties using a septic system that are not in a Rural Residential Subdivision, or are not legal lots greater than one acre in size and used for single family residential purposes at the time of annexation, but that are designated as either residential, open space or agricultural on the City’s Future Land Use Plan shall continue the use of a septic system until such time that the use of the property changes, the property is further subdivided or developed, or a public sanitary sewer line has been extended to within 200 feet of the property boundary.
and the property owner has received notification from the City of the City’s desire for the property to be connected to the public sanitary sewer line.

5. **Reimbursement and cost participation by the City** – Pursuant to Section 13.09.030 of the UDC, the City, in its sole discretion and with City Council approval, may participate with a property owner or developer in the cost of oversized facilities or line extensions. The actual calculation of the cost participation and reimbursement amounts, including limits and schedules for the payments, are set forth in the UDC.

6. **City Code of Ordinances:** (The following provisions are set by the City Council and can be amended in the future by ordinance.)

Chapter 13.10 of the City Code of Ordinances currently provides as follows:

**Section 13.10.010 Policy established.**

This policy shall apply to improvements to the City’s utility systems, including system upgrades, system expansion, and plant capacity additions. In this Section, the term “utility system” shall mean the City’s water system, wastewater system, reuse irrigation system, and stormwater drainage system.

**Section 13.10.020 System Planning.**

The City shall maintain and periodically update system plans for each utility so that system improvements are implemented to maintain adequate capacity for growth while maintaining proper service levels to existing customers.

**Section 13.10.030 Project Timing.**

A. Projects designed to expand or upgrade a utility system must be completed and ready for operations such that capacity requirements by state regulatory agencies and City system plans are met.

B. When possible, the City should coordinate the construction of system improvements in a particular location with the expansion or maintenance of other utility infrastructure to minimize the future impact on each utility.

C. Projects should begin the design phase when existing demand at a specific location exceeds 75% of current capacity and future demand is expected to exceed the current total capacity.

D. Projects should begin the construction phase when existing demand at a specific location exceeds 90% of current capacity and future demand is expected to exceed the current total capacity.
E. Projects required to facilitate the development of a specific tract shall be done in accordance with the Unified Development Code.

F. Projects required as a result of an annexation service plan shall be provided as stated in the approved Service Plan for such annexed tracts.

Section 13.10.040 Project Financing.

A. Projects required to facilitate the subdivision of a specific tract shall be paid by the subdivider in accordance with the Unified Development Code, unless otherwise authorized in writing and approved by the City Council in accordance with the terms of Section 13.09 of the Unified Development Code or other applicable law.

B. When utility expansion is requested within a portion of the City’s utility service area, but the City is not otherwise required to provide service or planning to provide service as reflected in the City’s Capital Improvements Plan, the City may nonetheless, at the City’s sole option, facilitate the design and construction of the required utility extensions or upgrades by managing the project with the cost of such extensions to be shared and fully paid by the requesting landowners or subdividers prior to commencement of the project.

C. When utility expansion is requested within a portion of the City’s utility service area, the City shall evaluate degree to which the project 1) facilitates contiguous growth, 2) maximizes the provision of service to the service area, 3) enhances economic development, 4) improves system operations, 5) contributes to conservation or other environmental concern, and 6) facilitates the completion of the utility master plan.

D. At the City’s sole option, the City may also facilitate the installation of utility expansion requests through 1) financial cost contribution, 2) financing of the improvement using individual contracts between the City and each landowner for a proportionate share of the project cost to be paid out over a specified period of time at a specified rate of interest, 3) Impact Fee or connection fee reduction or waiver.

Chapter 13.20 of the City Code of Ordinances currently provides as follows:

Sec. 13.20.010. General.
A. It is unlawful for any owner or lessee, tenant or other person in possession of any premises where any person lives or works, or occupies the same, to establish, maintain or use any water closet, bathtub, lavatory or sink except by one of the following means and consistent with the other terms, conditions and requirements of this Chapter and with the City’s Unified Development Code:
   1. connection to an approved Onsite Sewage Facility that is constructed and maintained in accordance with the rules and regulations of all appropriate state and local agencies having jurisdiction over such facilities; or
2. connection to a public centralized wastewater collection main with all wastewater discharged to a centralized public wastewater collection system.

B. Upon the “Development” of property, the provisions of Chapter 13 of the Unified Development Code (pertaining to Infrastructure and Public Improvements) shall govern the provision of wastewater service to the property. For the purposes of this section, the term “Development” shall have the same meaning as in Section 16.05 of the City’s Unified Development Code.

C. It is the duty of each such person referenced in subsection (A), above, to connect such fixtures to an approved wastewater system, and to maintain the same.

Sec. 13.20.020. On Site Sewage Facilities.

A. General. All On Site Sewage Facilities must be constructed and maintained in accordance with the rules and regulations of the appropriate state and local agencies having jurisdiction over such facilities.

B. Availability of a Public Centralized Wastewater Collection Main. If a public centralized wastewater collection main is located within 200 feet of a property line, and the wastewater collection main has adequate capacity to receive and transport the wastewater flow produced by the property, then property owner shall connect that property to said utility line at the earliest to occur of either of the following events: failure of the On Site Sewage Facility servicing the property, or the date that is five (5) years after receipt of notice of the availability of a wastewater collection main within 200-feet of the property line.

C. Failure of On Site Sewage Facility. When an Onsite Sewage Facility fails, the following provisions shall apply:
   a. If a public centralized wastewater collection main is located within 200 feet of the property boundary, and the wastewater collection main has adequate capacity to receive and transport the wastewater flow produced by the property, then the property must be connected to said utility line by the property owner;
   b. If no public centralized wastewater collection main is located within 200 feet of the property boundary, the City shall evaluate the feasibility of providing centralized wastewater collection services to the property via a gravity or low pressure system. Where the provision of gravity sewer service or low pressure system is technically feasible, utility system improvements may be made in accordance with Chapters 13.10;
   c. If the City determines that the provision of wastewater service via a centralized wastewater collection main is not necessary due to existing or future land use, then the On Site Sewage Facility may be repaired or replaced.

(Prior code § 12-101)

Sec. 13.20.030. Privies prohibited.
It is unlawful for any owner or lessee, tenant or other person in possession of any premises in the City to establish or maintain any privy or dry closet.

**Sec.13.20.040 Low Pressure Sewer Systems**

A. A “Low Pressure Sewer System” is an individual lift station located at each utility customer or property owner location having a private force main connecting to a public force main or gravity main located in a public utility easement or public right-of-way.

B. Each property owner and utility customer shall be responsible for the cost of installation and maintenance of the individual lift station and private force main.

**Section 13.20.050. Prohibited Discharges into Sewer System**

No person shall discharge, cause to be discharged, or permit to be discharged, either directly or indirectly into the public sewer system, waste or wastewater from any of the following sources unless allowed by the City Manager, or his/her designee:

A. Any wastes or wastewater that does not meet the limitations imposed by Section 13.24 of the Code of Ordinances.

B. Any stormwater, groundwater, rainwater, street drainage, subsurface drainage, or yard drainage;

C. Any unpolluted water, including, but not limited to, cooling water, process water or blow-down water from cooling towers or evaporative coolers;

D. Any wastes or wastewater, or any object, material, or other substance directly into a manhole or other opening into the sewer facilities other than wastes or wastewater through an approved service connection.

E. Any holding tank waste, provided, that such waste may be placed into facilities designed to receive such wastes and approved by the City Manager, or his/her designee.

**Section 13.20.060 Sewer System Maintenance**

A. For properties with gravity wastewater service, the property owner and utility customer shall be responsible for the proper operation, maintenance, and repairs of the sewer system in the building and the service lateral between the building and the point of connection into the public sewer main.

B. For properties with low pressure service, the property owner and utility customer shall be responsible for the proper operation, maintenance, and repairs of the sewer system in the building and the service lateral, lift station (grinder pump) and force main between the building and the point of connection into the public sewer main.
C. When, as a part of sewer system testing, the City identifies a flaw in a private service lateral or force main where a repair is necessary to prevent infiltration or inflow, the property owner and utility customer shall be responsible to cause the repairs to be made within one (1) year of the date of notification by the City.

D. If repairs are not complete within one year of notification by the City, City may engage the services of a contractor to make the necessary repairs with the costs for such repairs to be paid by the City and subsequently charged to property owner and utility customer.
SUBJECT:
Second Reading of an ordinance to close and abandon an unnamed 10 foot wide alley located in Block 1, Booty and LaSeuer Addition between 13th and 14th Streets, pursuant to Section 311.007 of the Texas Transportation Code, for the safety and public benefit of the municipality at large, to the owners abutting the alley’s east line; and to authorize the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:
The City has received a request to abandon a portion of a 10 foot alley located in Block 1 of the Booty & LaSeuer Addition, between 13th and 14th Streets. The alley has never been developed as an alleyway, nor have any utilities or other public infrastructure been installed within the alleyway. It is currently, and has historically been, utilized as an extension of Lots 1-4, which abut the alley to the east.

This item would, if approved on second reading, pass an ordinance abandoning the alley and authorize the quitclaim to the owner of each Lot 1 through 4, as they abut the alleyway, the entire 10 ft wide section. The owner of Lots 5-8, located on the west side of the alley, has disclaimed any interest in the alleyway.

Staff recommends approval of this item.
ABD-2018-007

FINANCIAL IMPACT:
$40. Each owner must pay $10 as the value of the alley, its alignment and width make it unusable by the City.

SUBMITTED BY:
Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Presentation
Ordinance
ROW Abandonment: Alley, Block 1 Booty & LaSeuer

Second Reading of an ordinance to close and abandon an unnamed 10 foot wide alley located in Block 1, Booty and LaSeuer Addition between 13th and 14th Streets, pursuant to Section 311.007 of the Texas Transportation Code, for the safety and public benefit of the municipality at large, to the owners abutting the alley’s east line; and to authorize the Mayor to execute all necessary documents. – Travis Baird, Real Estate Services Manager
Background Information

• In 2018, the City received a request from the owners of several lots along Hart St. to abandon a 10’ alley that bisects Block 1 of the Booty LaSeuer Addition.
• The alley has never been utilized as a public right of way, and utilities are not located within the alley.
• The width of the alley does not meet City specifications for a public right of way, and its alignment coupled with its size make it unusable as a utility right of way.
Terms

- Owners of Lots 1-4, abutting the alley on the east side, would each obtain a portion of the alley.
  - Each portion would be the entire width of the alley for the length of each adjoining lot.
- The cost would be $10, as the alleyway is a thin strip of otherwise unusable land.
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN CLOSING ALL OF THE TEN FOOT WIDE ALLEYWAY AND RIGHT OF WAY LOCATED BETWEEN 13TH AND 14TH STREETS IN BLOCK 1, BOOTY AND LESEUER ADDITION TO THE CITY OF GEORGETOWN; PROVIDING FOR THE ABANDONMENT BY QUITCLAIM DEED OF SAID ALLEYWAY; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT; CALLING A PUBLIC HEARING; PROVIDING A CONFLICT AND SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.
ORDINANCE NO.________________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN CLOSING ALL OF THE TEN FOOT WIDE ALLEYWAY AND RIGHT OF WAY LOCATED BETWEEN 13TH AND 14TH STREETS IN BLOCK 1, BOOTY AND LESEUER ADDITION TO THE CITY OF GEORGETOWN; PROVIDING FOR THE ABANDONMENT BY QUITCLAIM DEED OF SAID ALLEYWAY; 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 owner of Lots 1, 2, 3, & 4, Booty and LeSeuer Addition (the “Applicant”) to vacate and abandon portions of an alleyway abutting the west property line of those lots and bisecting Block 1, between 13th and 14th Streets, as depicted in that certain Plat filed in Volume 87, Page 279, Official Public Records of Williamson County, Texas. Applicants wish to continue utilizing the alley as it has been historically, as private portions of those lots described above; the alley having never been developed as such.

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 17th day of July, 2019, and the 7th day of August, 2019 the same being more than seventy-two (72) hours prior to the times designated for said hearing.

WHEREAS, the owner of Lots 5, 6, 7, & 8, abutting the alley on the west side, has consented to the abandonment and disclaimed an interest in the alley; and,

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:

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 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 above described streets, alleys, road widening easements and/or public rights-of-way, being also generally depicted in that certain Plat filed as Volume 87, Page 279, Official...
Public Records of Williamson County, Texas, be, and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the public is concerned.

SECTION 3. 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.

SECTION 4. 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.

SECTION 5. The City Attorney is hereby authorized to issue and the Mayor authorized to execute a Quitclaim Deed in the form attached hereto as Exhibit “A” and the City Secretary is authorized to attest thereto on behalf of the City of Georgetown.

SECTION 6. 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.

SECTION 7. 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 8. 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:

By: __________________________
Robyn Densomore, City Secretary

Dale Ross, Mayor

APPROVED AS TO FORM:

By: __________________________
Charlie McNabb, City Attorney
EXHIBIT “A”

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 of that portion of a ten (10) foot alley, bisecting Block 1 of the Booty & LeSueur Addition to the City of Georgetown, Texas, as it abuts and adjoins Lot ____, Block 1, Booty & LeSueur Addition to the City of Georgetown as recorded in Volume 87, Page 279, 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.

EXECUTED this the _____ day of _________________, 2019.

GRANTOR
CITY OF GEORGETOWN

BY:__________________________ ______________________________

Dale Ross, Mayor Robyn Densmore, City Secretary

STATE OF TEXAS )
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
SUBJECT:
Consideration and possible action to appoint Kevin Pitts to the Animal Shelter Advisory Board to fill a vacancy --
Mayor Dale Ross

ITEM SUMMARY:

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Robyn Densmore, City Secretary
SUBJECT:
Project updates and status reports regarding current and future transportation and traffic projects; street, sidewalk, and other infrastructure projects; police, fire and other public safety projects; economic development projects; parks and recreation projects; city facility projects; city technology projects; employee recognition, and downtown projects including parking enhancements, city lease agreements, sanitation services, and possible direction to city staff -- 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:

GTAB Project Update
GTEC Project Update
GEDCO Project Update
FM 971 - Realignment at Austin Avenue:

TxDOT review from district office met 4-17 on 90% plans Klotz to move on to 100% submittals. Redesign of Gann intersection underway. Environmental in final process for acceptance.

Scheduled engineering completion 2019

Northwest Blvd:

Engineering complete: 100% plans submitted for bridge, received the fully executed AFA 10-20-17. Engineering completion scheduled 5-18, Environmental Complete

Project advertised March 2019

Award scheduled for May 2019

Tentatively scheduled to begin mid-FY 2019.

Rivery Blvd Extension:

Base course installation 100% complete Curb 90% flatwork underway
Asphalt B Course installation complete on Rivery main lanes
Utility installation complete

Outfall drainage 98%
Planned to complete 3rd Quarter 2019

EB Williams @ Rivery Turn Lane

EB Williams @ Rivery turn lane design complete. EB Williams @ Rivery turn lane design complete. TCEQ WPAP approval received. Easements/ROW contracts have been signed, Closing scheduled for June 28th. Change Order for Joe Bland approved. PO has been created.

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 deck pour is completed
Blasting complete
Completion scheduled 4th quarter 2019

Rock Water Quality Pond Improvements:

Finalizing design. WPAP modifications defined and GA is being included into the TCEQ application. Permit application submitted to TCEQ on May 2nd 2019. Finalizing documents to advertise once TCEQ approval is received.

Old Town “Northeast” Sidewalk:

All Easements have been obtained. Council approved no award on June 25th due to over budget. Re-bid project. Advertising started June 23rd, Bid Opening July 16th 2019.
2018 High performance pavement seal package #1:
Contractor has completed applying pavement sealer in Sun City. Punch list to be completed in July. Project to close out.

Austin Ave Sidewalks – Hwy 29 to Leander Rd.:
Contractor has completed most of the sidewalk installation along Austin Ave on the east side. Currently working on installing or removing and replacing on the west side of Austin Ave from 17th back to Leander Road. Working in front of the Shell station this week.

10th & 11th @ Austin Ave Improvements:
Final paving adjustments and mill and overlay of 10th street between Austin and Main to occur the week of June 24th. Pedestrian activated signs are functioning. TDLR Inspection is being scheduled. Project to closeout in July.

Shell Sidewalk Improvements:
Design 95% complete. Working to secure easement.

17th St. CDBG Sidewalk:
Working on 90% plans. Survey identified some ROW lines that need cleaning up at the Rail Apts.

2019 HIPR:
NTP issued for 6/24/19, crews to start showing up 6/24 – 7/1/19. Two streets removed from Contract, all of 7th street & Ash St from 7th – 8th due to upcoming sidewalk project. Crews to mobilize in week of 6/24/19

2019 High Performance Pavement Seal Package #1 (PMM)
Approved by GTAB 5/10/19 & Council 5/14/19, Contracts are executed. Tentative schedule to start for Mid-July in University Park and then Sun City

2019 High Performance Pavement Seal Package #2 (HA5)
Start advertising May 19th. Bid Opening held on 6/4/19. GTAB approved award to Andale Construction on June 14th, City Council approved award on June 25th.
Project Description
Design and preparation of final plans, specifications and estimates (PS&E) for the widening and realignment of FM 971 at Austin Avenue, eastward to Gann Street.

Purpose
To provide a new alignment consistent with the alignment of the proposed Northwest Boulevard Bridge over IH 35; to allow a feasible, alternate route from the west side of I 35 to Austin Avenue, to Georgetown High School, to San Gabriel Park and a more direct route to SH 130.

Project Managers
Joel Weaver
Engineer
Klotz Associates, Inc.

<table>
<thead>
<tr>
<th>Element</th>
<th>Status / Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>TxDOT review from district office met 5-21 on 90% plans Klotz to move on to 100% submittals. Redesign of Gann intersection complete. Environmental in final process for acceptance. Scheduled engineering completion 2019</td>
</tr>
<tr>
<td>Environmental/Archeological</td>
<td>TBD</td>
</tr>
<tr>
<td>Rights of Way</td>
<td>Pursuing one parcel on Project. Parcel has been sent to condemnation, possession expected Summer 2019.</td>
</tr>
<tr>
<td>Utility Relocations</td>
<td>TBD</td>
</tr>
<tr>
<td>Construction</td>
<td>Estimated late fiscal year 18-19</td>
</tr>
<tr>
<td>Other Issues</td>
<td>AFA with TxDOT complete.</td>
</tr>
</tbody>
</table>
Northwest Boulevard  
(Fontana Drive to Austin Avenue)  
Project No. 5QX   TIP No. AF  
July 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

<table>
<thead>
<tr>
<th>Element</th>
<th>Status / Issues</th>
</tr>
</thead>
</table>
| Design                  | Engineering complete: 100% plans approved  
Project advertised March 2019  
Award scheduled for May 2019  
Construction scheduled end of June |
| Environmental/Archeological | Complete                                                                     |
| Rights of Way           | ROW Documents are being finalized. All offers have been made. 8 Parcels required. 5 acquired, 1 in closing, 2 in condemnation. |
| Utility Relocations     | TBD                                                                            |
| Construction            | 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
July 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

<table>
<thead>
<tr>
<th>Element</th>
<th>Status / Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>Complete</td>
</tr>
<tr>
<td>Environmental/Archeology</td>
<td>Complete</td>
</tr>
<tr>
<td>Rights of Way</td>
<td>Offers have been made on 22 parcels, and 20 have closed. Environmental assessment complete on 11 parcels in preparation for demolition. Condemnation hearings completed on 2 parcels, working toward final resolution of matter.</td>
</tr>
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</tr>
<tr>
<td>Utility Relocations</td>
<td>TBD</td>
</tr>
<tr>
<td>Construction</td>
<td>o Base course installation 100% complete Curb 90% flatwork underway</td>
</tr>
<tr>
<td></td>
<td>o Asphalt b course installation complete on Rivery main lanes</td>
</tr>
<tr>
<td></td>
<td>o Utility installation is complete</td>
</tr>
<tr>
<td></td>
<td>o Outfall drainage 98%, Landscape at 80%</td>
</tr>
<tr>
<td></td>
<td>o Planned to complete 3rd Quarter 2019</td>
</tr>
<tr>
<td>Other Issues</td>
<td></td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>Element</th>
<th>Status / Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>EB Williams @ Rivery turn lane design complete. TCEQ WPAP approval received. Easements/ROW contracts have been signed, Closing scheduled for June 28th. Change Order for Joe Bland approved. PO has been created.</td>
</tr>
<tr>
<td>Environmental /Archeology</td>
<td>TBD</td>
</tr>
<tr>
<td>Rights of Way</td>
<td>All easements acquired. Additional easements are needed for EB Williams @ Rivery turn lane, in acquisition now.</td>
</tr>
</tbody>
</table>
|                       | Total Parcels: 3  
|                       | Appraised: 3  
|                       | Offers: 3  
|                       | Acquired: 0  
|                       | Closing pending: 2  
|                       | Condemnation: 0  |
| Utility Relocations   | Atmos to relocate 1 – 3” line                                                                                                                                                            |
| Bid Phase             | TBD                                                                                                                                                                                      |
| Construction          | TD                                                                                                                                                                                       |
| Other Issues          | TBD                                                                                                                                                                                      |
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.

<table>
<thead>
<tr>
<th>Element</th>
<th>Status / Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Williamson County Project Status</td>
<td>(Southwest Bypass (RM 2243 to IH 35) Phase 1 – WPAP for phase 1 approved.</td>
</tr>
<tr>
<td></td>
<td>On site tasks: Phase 1</td>
</tr>
<tr>
<td></td>
<td>○ Complete</td>
</tr>
<tr>
<td>Southwestern Bypass (RM 2243 to IH 35) Phase 2 –</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ROW 95% to subgrade</td>
</tr>
<tr>
<td></td>
<td>Bridge deck pour is completed</td>
</tr>
<tr>
<td></td>
<td>Blasting complete</td>
</tr>
<tr>
<td></td>
<td>Project completion scheduled last quarter 2019</td>
</tr>
<tr>
<td>Rights of Way</td>
<td>Complete</td>
</tr>
<tr>
<td>Other Issues</td>
<td></td>
</tr>
</tbody>
</table>
Rock Water Quality Pond Improvements  
Project No. 1EC  TIP No. None  
July 2019

Project Description  Design and preparation of final plans, specifications and estimates (PS&E) and construction administration for WPAP modifications and rehabilitation of the Rock Water Quality Pond.

Purpose  To improve the water quality treatment and capacity for the downtown overlay district.

Project Managers  Michael Hallmark, Chris Pousson

Engineer  Steger & Bizzell

<table>
<thead>
<tr>
<th>Element</th>
<th>Status / Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>Finalizing design. WPAP modifications defined and GA is being included into the TCEQ application. Permit application submitted to TCEQ on May 2nd 2019.</td>
</tr>
<tr>
<td>Environmental/Archeological</td>
<td>GA is complete</td>
</tr>
<tr>
<td>Rights of Way</td>
<td>N/A</td>
</tr>
<tr>
<td>Utility Relocations</td>
<td>none</td>
</tr>
<tr>
<td>Bid Phase</td>
<td>Finalizing documents to advertise once TCEQ approval is received.</td>
</tr>
<tr>
<td>Construction</td>
<td>TBD</td>
</tr>
<tr>
<td>Other Issues</td>
<td></td>
</tr>
</tbody>
</table>
Project Description

The proposed project consists of the rehabilitation and installation of pedestrian facilities along several streets in northeast “Old Town”. Various methods of rehabilitating existing non-compliant sidewalks will be considered. This project requires coordination with TCEQ and TDLR and all proposed pedestrian elements will be ADA compliant with the Texas Accessibility Standards (TAS).

Purpose

To provide ADA/TDLR compliant sidewalks and ramps identified in the 2015 Sidewalk Master Plan.

Project Managers

Nat Waggoner, AICP, PMP®, Chris Pousson

Engineer

Steger Bizzell

<table>
<thead>
<tr>
<th>Element</th>
<th>Status / Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>Finalizing design, received TCEQ WPAP approval. Final review of design and contract specifications are underway.</td>
</tr>
<tr>
<td>Environmental/Archeological</td>
<td>TBD</td>
</tr>
<tr>
<td>Rights of Way/Easements</td>
<td>All easements needed have been obtained.</td>
</tr>
<tr>
<td>Utility Relocations</td>
<td>Relocate Frontier, Sudden link and COG Electric overhead.</td>
</tr>
<tr>
<td>Other Issues</td>
<td></td>
</tr>
</tbody>
</table>
Transportation Services Operations  
CIP Street Maintenance  
July 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

<table>
<thead>
<tr>
<th>Task</th>
<th>Status / Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two Course treatment with fog seal</td>
<td>All two course surface treatment with fog seal is complete. All striping, handwork and buttons are complete. Punch list is completed. This project is closed out.</td>
</tr>
<tr>
<td>High performance pavement seal Package #1</td>
<td>Contractor has completed applying pavement sealer in Sun City. Punch list to be completed in July. Project to close out.</td>
</tr>
<tr>
<td>High performance pavement seal Package #2 (HA5)</td>
<td>Contractor has applied HA5 pavement sealer to all of River Chase and Oak Crest Estates Subdivisions. Contractor has completed punch-list items. This project is closed out.</td>
</tr>
</tbody>
</table>
Citywide Sidewalk Improvements
Austin Ave Sidewalk Improvements
Project No. 1CJ   TIP No. None
July 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

<table>
<thead>
<tr>
<th>Element</th>
<th>Status / Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>Bid Opening held on 10-30-18. GTAB approved on 11-9-18, City Council approved on 11-27-18.</td>
</tr>
<tr>
<td>Environmental/ Archeological</td>
<td>TBD</td>
</tr>
<tr>
<td>Rights of Way / Easements</td>
<td>none</td>
</tr>
<tr>
<td>Utility Relocations</td>
<td>Hydrant</td>
</tr>
<tr>
<td>Construction</td>
<td>Contractor has completed most of the sidewalk installation along Austin Ave on the east side. Currently working on installing or removing and replacing on the west side of Austin Ave from 17th back to Leander Road. Working in front of the Shell station this week.</td>
</tr>
<tr>
<td>Other Issues</td>
<td>TBD</td>
</tr>
</tbody>
</table>
Project Description

The proposed project consists of the rehabilitation and installation of pedestrian facilities at 10th & 11th streets at Austin Ave. This project also includes water line replacement along 11th from Rock to Main and storm water drainage improvements at the intersection of 11th and Austin Ave.

Purpose

To provide ADA/TDLR compliant sidewalks and ramps, rehab existing water line and improve drainage at 11th and Austin Ave.

Project Managers

Chris Pousson

Engineer

KPA

<table>
<thead>
<tr>
<th>Element</th>
<th>Status / Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>Bid opening was held on 10-23-18. GTAB approved on 11-9-18, City Council approved on 11-27-18.</td>
</tr>
<tr>
<td>Environmental/ Archeological</td>
<td>TBD</td>
</tr>
<tr>
<td>Rights of Way / Easements</td>
<td>none</td>
</tr>
<tr>
<td>Utility Relocations</td>
<td>2 street lights</td>
</tr>
<tr>
<td>Construction</td>
<td>Final paving adjustments and mill and overlay of 10th street between Austin and Main to occur the week of June 24th. Pedestrian activated signs are functioning. TDLR Inspection is being scheduled. Project to closeout in July.</td>
</tr>
<tr>
<td>Other Issues</td>
<td>TBD</td>
</tr>
</tbody>
</table>
Shell Road Sidewalk Improvements
Project No.  TIP No. None
July 2019

Project Description
The proposed project consists of the installation of pedestrian facilities along Shell Road from Sequoia Spur to Bellaire Dr. This project requires coordination with TCEQ and TDLR and all proposed pedestrian elements will be ADA compliant with the Texas Accessibility Standards (TAS).

Purpose
To provide ADA/TDLR compliant sidewalks and ramps to eliminate sidewalk gaps for pedestrian mobility.

Project Managers
Chris Pousson

Engineer
KPA

<table>
<thead>
<tr>
<th>Element</th>
<th>Status / Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>95% design set to be reviewed. Working to secure easement.</td>
</tr>
<tr>
<td>Environmental/Archeological</td>
<td>TBD</td>
</tr>
<tr>
<td>Rights of Way / Easements</td>
<td>1 easement needed at Shell Road and Sequoia Spur.</td>
</tr>
<tr>
<td>Utility Relocations</td>
<td>TBD</td>
</tr>
<tr>
<td>Construction</td>
<td>TBD</td>
</tr>
<tr>
<td>Other Issues</td>
<td>TBD</td>
</tr>
</tbody>
</table>
17th St CDBG Sidewalks  
(Railroad to Forest St)  
Project No. 9AZ  
TIP No.  
July 2019

**Project Description**  
Construction of new sidewalk along 17th St from Railroad to Forest St. Improving the two GoGeo bus stops on that route.

**Purpose**  
This project will improve the pedestrian route connecting existing low income housing to important community services and destinations.

**Project Manager**  
Chris Logan

**Engineer**  
KPA

---

<table>
<thead>
<tr>
<th>Element</th>
<th>Status / Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Design</strong></td>
<td>Task order is fully executed for the engineering services. Design underway  &lt;br&gt; - Survey is complete, working on preliminary alignment  &lt;br&gt; - Final Design – complete by early July  &lt;br&gt; - Bidding – Complete by mid August</td>
</tr>
<tr>
<td><strong>Environmental/ Archeological</strong></td>
<td>Complete</td>
</tr>
<tr>
<td><strong>Rights of Way</strong></td>
<td>Working on 90% plans. Survey identified some ROW lines that need cleaning up at the Rail Apts.</td>
</tr>
<tr>
<td><strong>Utility Relocations</strong></td>
<td>TBD</td>
</tr>
<tr>
<td><strong>Construction</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Other Issues</strong></td>
<td></td>
</tr>
</tbody>
</table>
**Project:** 2019 Street Maintenance Hot In Place Recycling (HIPR)  
**Project#:** 1EM  
**Update – July 2019**

**Project Description:** This project will consist of furnishing an installing approximately 225,000 square yards of hot-in-place asphalt recycling, edge milling, adjustment of water valves and manholes, tree pruning, traffic control and miscellaneous striping.

**Purpose:** The purpose of this project is to maintain high Pavement Condition Indices (PCI) by Hot-In-Place asphalt recycling within the City Street Maintenance Program

**Project Manager:** Ken Taylor  
**Engineer:** KPA  
**Contractor:** TBD

<table>
<thead>
<tr>
<th>Phase</th>
<th>Start</th>
<th>Finish</th>
<th>Status / Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>February 2019</td>
<td>March 2019</td>
<td>Task Order approved by Council February 2019</td>
</tr>
<tr>
<td>Final Design</td>
<td>March 2019</td>
<td>April 2019</td>
<td></td>
</tr>
<tr>
<td>ROW / Easements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid / Award Bid #</td>
<td>May 2019</td>
<td>May 2019</td>
<td>Bid Opening 5/1/19, Approved by GTAB 5/10/19 &amp; Council on 5/14/19</td>
</tr>
<tr>
<td>Construction</td>
<td>June 2019</td>
<td>September 2019</td>
<td>NTP issued for 6/24/19, crews to start showing up 6/24 – 7/1/19. Two streets removed from Contract, all of 7th street &amp; Ash St from 7th – 8th due to upcoming sidewalk project. Crews to mobilize in week of 6/24/19</td>
</tr>
<tr>
<td>Post Construction</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Project Description: 2019 CIP Maintenance project consist of furnishing and installing approximately 240,000 square yards of high performance pavement seal (PMM) and approximately 180,000 square yards of high performance pavement seal (HA5) traffic control, and miscellaneous striping in Sun City, Georgetown Village, University Park and Raintree subdivisions.

Purpose: To provide protection and maintain an overall pavement condition index of 85%.

Project Manager: Chris Pousson

Engineer/Engineers: KPA, LP

<table>
<thead>
<tr>
<th>Task</th>
<th>Status / Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>High performance pavement seal Package #1 (PMM)</td>
<td>Approved by GTAB 5/10/19 &amp; Council 5/14/19, Contracts are executed. Tentative schedule to start for Mid-July in University Park and then Sun City</td>
</tr>
<tr>
<td>High performance pavement seal Package #2 (HA5)</td>
<td>Start advertising May 19th. Bid Opening held on 6/4/19. GTAB approved award to Andale Construction on June 14th, City Council to consider on June 25th.</td>
</tr>
</tbody>
</table>
ITEM SUMMARY:

Northwest Boulevard:
Recommendation of award to Chasco Constructors, May 10th GTAB board and May 14 to Council, NTP expected July.
3rd Quarter 2020 expected completion.

Rabbit Hill Road Improvements:
Design is tentatively complete. ROW procurement ongoing.

Rivery Boulevard Extension:
Utility installation relocation nearing completion. Roadway base complete, type B asphalt complete, Curb and gutter 95%, concrete flatwork 95%. Late summer 2019 expected completion. Change order to add east bound turn lane from Williams to Rivery Approved in May.

Southeast Inner loop
Design underway April 2019 on a 9 month schedule
Survey complete, environmental and geological underway 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  
July 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

<table>
<thead>
<tr>
<th>Element</th>
<th>Status / Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>Design is complete.</td>
</tr>
<tr>
<td>Environmental/Archeological</td>
<td>Complete</td>
</tr>
<tr>
<td>Rights of Way</td>
<td>ROW Documents are being finalized. Preliminary outreach to landowners has been made. Offers have been made on 5 parcels. 9 parcels needed, 0 acquired to date, tentative bid late 2018.</td>
</tr>
<tr>
<td>Utility Relocations</td>
<td>TBD</td>
</tr>
<tr>
<td>Construction</td>
<td>Recommendation of award to Chasco Constructors, May 10th GTAB board and May 14 to Council, NTP expected July. 3rd Quarter 2020 expected completion.</td>
</tr>
<tr>
<td>Other Issues</td>
<td></td>
</tr>
</tbody>
</table>
**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.

<table>
<thead>
<tr>
<th>Element</th>
<th>Status / Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>Final Design Tentatively complete.</td>
</tr>
<tr>
<td>Environmental/Archeological</td>
<td>Efforts underway and any issues are expected to be identified in the coming month.</td>
</tr>
<tr>
<td>Rights of Way</td>
<td>ROW to be acquired late 2018, two properties acquired as part of Mays St. Extension.</td>
</tr>
<tr>
<td></td>
<td>Total Parcels: 9 Possession: 2 Pending: 0</td>
</tr>
<tr>
<td>Utility Relocations</td>
<td>Will be initiated as ROW/easements are acquired and as part of the bidding process. Multiple relocations expected – Round Rock water and Georgetown Electric.</td>
</tr>
<tr>
<td>Construction</td>
<td>ROW procurement ongoing</td>
</tr>
<tr>
<td>Other Issues</td>
<td>None.</td>
</tr>
</tbody>
</table>
Widening of: SE Inner Loop - FM 1460 to Austin Avenue Roadway & Southwestern Boulevard – Raintree Drive to SE Inner Loop Roadway
Project No.
July 2019

Project Description
FM 1460 to Austin Avenue Roadway Widening Project & Southwestern Boulevard – Raintree Drive to SE Inner Loop Roadway Widening Project (See Attached Exhibit C). The professional services will consist of providing final roadway, drainage, water, wastewater, incidental designs, as well as, utility coordination, ROW support, environmental phase I investigations, archeological investigations, geotechnical investigations, ROW & Temporary Construction Easement (TCE) metes and bounds documents, bidding documents, bidding services, and construction administration services.

Project Managers
Joel Weaver and Wesley Wright, P.E.

Engineer
KPA & Associates

<table>
<thead>
<tr>
<th>Element</th>
<th>Status / Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>Design underway April 2019 on a 9 month schedule</td>
</tr>
<tr>
<td></td>
<td>Survey complete, environmental and geological underway.</td>
</tr>
<tr>
<td>Environmental/</td>
<td>Efforts to begin April 2019 and any issues are expected to be identified in the</td>
</tr>
<tr>
<td>Archeological</td>
<td>coming month.</td>
</tr>
<tr>
<td>Rights of Way</td>
<td>ROW needs on Southwestern to be determined</td>
</tr>
<tr>
<td></td>
<td>Total Parcels: 0</td>
</tr>
<tr>
<td></td>
<td>Possession: 0</td>
</tr>
<tr>
<td></td>
<td>Pending: 0</td>
</tr>
<tr>
<td>Utility Relocations</td>
<td>To be determined</td>
</tr>
<tr>
<td>Construction</td>
<td>None.</td>
</tr>
<tr>
<td>Other Issues</td>
<td>None.</td>
</tr>
</tbody>
</table>
Rivery Boulevard Extension  
(Williams Drive to Northwest Boulevard @ Fontana Drive) 
Project No. 5RM   TIP No. AD  
July 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

<table>
<thead>
<tr>
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<tr>
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<td>Complete</td>
</tr>
<tr>
<td>Environmental/Archeology</td>
<td>Complete</td>
</tr>
</tbody>
</table>
| Rights of Way        | Offers have been made on 22 parcels, and 20 have closed. Environmental assessment complete on 11 parcels in preparation for demolition. Condemnation proceedings have been requested on 2 parcels. Aggressive efforts continue to close all outstanding parcels in FY 2017. | Total Parcels: 22  
Appraised: 22  
Offers: 22  
Acquired: 20  
Closing pending: 0  
Condemnation: 2 |
<p>| Utility Relocations  | Complete                                                                      |
| Construction         | Utility installation relocation nearing completion. Roadway base complete, Curb and gutter 95%, concrete flatwork 95%. B mix asphalt on Rivery lanes complete. Late summer 2019 expected completion. Change order to add East bound turn lane from Williams to Rivery Approved in May. |
| Other Issues         |                                                                                |</p>
<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
<th>Start Date (Council Approved)</th>
<th>End Date</th>
<th>$ Encumbered</th>
<th>$ Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Radiation Detection Corporation</td>
<td>Grant for Qualified Expenditures and job creation related to the relocation of the corporate offices to Georgetown.</td>
<td>7/23/2013</td>
<td>12/31/2021</td>
<td>$ 320,000</td>
<td>$ 320,000</td>
</tr>
<tr>
<td>DisperSol</td>
<td>Grant for job creation related to expansion of manufacturing facilities. Five incentive payments totaling $150K have been expended so far with one remaining.</td>
<td>10/16/2014</td>
<td>2/15/2019</td>
<td>$ 250,000</td>
<td>$ 150,000</td>
</tr>
<tr>
<td>KJ Scientific (KJS)</td>
<td>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 $10,000 per year should they relocate outside of the City.</td>
<td>2/27/2018</td>
<td>12/31/2022</td>
<td>$ 50,000</td>
<td>$ 50,000.00</td>
</tr>
<tr>
<td>Holt Caterpillar</td>
<td>GEDCO to provide up to $185,000 infrastructure grant for the cost of connecting to a new wastewater line run to the property by the City. Approved by Council on 1/24/17.</td>
<td>1/24/2017</td>
<td></td>
<td>$ 185,000</td>
<td></td>
</tr>
<tr>
<td>Radiation Detection Corporation 2</td>
<td>Grant for job creation and reimbursement of up to $150,000 Qualified Expenditures related to the expansion of the existing HQ corporate offices located in Georgetown. Expired, not used by company.</td>
<td>6/13/2018</td>
<td>6/1/2019</td>
<td>$ 150,000</td>
<td>-</td>
</tr>
<tr>
<td>Georgetown Development I, LLC</td>
<td>Infrastructure reimbursement grant of $500,000 for qualified expenditures related to the development of 90,000 SF of speculative business park space in Georgetown at the Westinghouse Business Center.</td>
<td>10/9/2018</td>
<td>6/1/2021</td>
<td>$ 500,000</td>
<td></td>
</tr>
<tr>
<td>WBW Development</td>
<td>Infrastructure reimbursement grant of $200,000 for qualified expenditures and a $120,000 job creation grant for the creation of 30 jobs over 6 years related to the development of their headquarters location in Downtown Georgetown.</td>
<td>2/12/2019</td>
<td></td>
<td>$ 320,000</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Description</td>
<td>Start Date (Council Approved)</td>
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<tr>
<td>-------------------</td>
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</tr>
<tr>
<td>Confido III, LLC</td>
<td>Infrastructure reimbursement grant for $600,000 to assist with construction of an access road and turn lane to maintain access to the Georgetown airport as area land development continues.</td>
<td>3/8/2019</td>
<td>3/31/2022</td>
<td>$600,000.00</td>
<td></td>
</tr>
<tr>
<td>Sedro Crossing</td>
<td>Infrastructure reimbursement grant of $250,000 to assist with utilities and access points for construction of 170,000 square feet of new professional office space on Williams Dr.</td>
<td>3/26/2019</td>
<td>12/31/2023</td>
<td>$250,000.00</td>
<td></td>
</tr>
<tr>
<td>Atmos Energy</td>
<td>Infrastructure reimbursement grant of $148,499.36 for the installation of 776 feet gas main along 7th, 8th, and 9th streets.</td>
<td>4/6/2019</td>
<td></td>
<td>$148,499.36</td>
<td></td>
</tr>
</tbody>
</table>
City of Georgetown, Texas
City Council Regular Meeting
August 13, 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

Sec. 551.086: Certain Public Power Utilities: Competitive Matters
- Portfolio Management RFP

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:
N/A

SUBMITTED BY:
Robyn Densmore, City Secretary