

Notice of Meeting of the Governing Body of the City of Georgetown, Texas January 14, 2020

The Georgetown City Council will meet on January 14, 2020 at 6:00 PM at City Council Chambers, 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.

This Agenda has been revised since the original posting.

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

- Presentation from Friends of the Library to Council
- Wolfgang Suhnholtz Proclamation

City Council Regional Board Reports

Announcements

Action from Executive Session

Statutory Consent Agenda

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

- B Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on Tuesday, December 10, 2019 and Special Meeting held on December 17, 2019 -- Robyn Densmore, City Secretary
- C Consideration and possible action to **appoint John Philpott** as a **new member** to serve a **full term** on the Fire Fighters' and Police Officers' **Civil Service Commission** to **fill a vacancy** --

David Morgan, City Manager

- D Consideration and possible action to approve a **NIPA contract** with **Convergent Technologies** for **security systems** and **installation** in the amount of **\$56,051.27** for **Fire Station No. 6** and **\$55,129.71** for **Fire Station No. 7** -- Eric Johnson, Facilities Director
- E Consideration and possible action to approve a **DIR contract** with **Austin Structured Cabling** for **Data Cabling** and **installation** of a **Station Alerting System** in the amount of **\$36,520.40** for **Fire Station No. 6** and **\$42,056.00** for **Fire Station No. 7** -- Eric Johnson, Facilities Director
- F Consideration and possible action to approve a Resolution **granting a license to encroach** for the **placement of certain landscape features** and **signage** in the **right of way** of **Wolf Ranch Parkway** adjacent to the planned Wolf Ranch Section 1b; and to authorize the Director of Planning to execute that amended license -- Travis Baird, Real Estate Services Manager
- G Consideration and possible action to approve a Resolution **granting a license to encroach** for a **waterline** and **wastewater line** into City owner property known as the **MoKan Corridor**; and to authorize the Director of Planning to execute the License -- Travis Baird, Real Estate Services Manager

Legislative Regular Agenda

- H Consideration and possible action to approve **Change Order #2** with **Sierra Cedar** for **implementation of an Enterprise Resource Planning system** in the amount not to exceed **\$78,300.00** -- Leigh Wallace, Finance Director
- I Consideration and possible action regarding a **Resolution** expressing City Council's dissatisfaction to the **Public Utilities Commission** regarding **customer service** provided by **Suddenlink Communication** on behalf of the citizens of the City of Georgetown and declaring an effective date -- Charlie McNabb, City Attorney
- J Consideration and possible action to approve a **mural easement agreement** with **MBGH Properties, LLC.** for a portion of the 0.36-acre tract of land out of Block 1 of Snyder's Addition to the City of Georgetown, and located at **702 E University Ave**, for the **placement of public art** -- Amanda Still, Arts and Culture Coordinator and Eric P. Lashley, Library Director.
- K Consideration and possible action to approve a **Funding Memorandum of Understanding** with **MBGH Properties, LLC.** for the **placement of public art** at **702 E University Ave** -- Amanda Still, Arts and Culture Coordinator and Eric P. Lashley, Library Director
- L Consideration and possible action to approve an arts and culture **grant application** to the **National Endowment for the Arts** for **funding** towards the **Arts and Culture Board/Field of Honor Arts Partnership** -- Amanda Still, Arts and Culture Coordinator and Eric P. Lashley, Library Director.
- M Consideration and possible action to approve an arts and culture **grant application** to the **Texas Commission on the Arts** for **funding** towards the **Arts and Culture Board/Field of Honor Arts Partnership** -- Amanda Still, Arts and Culture Coordinator and Eric P. Lashley, Library Director
- N Consideration and possible action to approve an **Operating Agreement** between the City of Georgetown and the **Georgetown Cultural Citizen Memorial Association, Inc.** concerning the operation of the **Shotgun House** located at **801 West St.** -- Eric P. Lashley, Library Services Director
- O **Public Hearing and First Reading** of an Ordinance for a **Zoning Map Amendment** to **rezone 76.51 acres** out of the William Addison League, Abstract No. 21, **from the Residential Single-Family (RS) and Agriculture (AG) districts to the Residential Single-Family (RS) district**, for the property generally located along **Maple Street, north of Westinghouse Rd and south of W Ridge Line Blvd** -- Sofia Nelson, CNU-A, Planning Director
- P **Public Hearing and First Reading** of an Ordaincne for a **Zoning Map Amendment** to **rezone 20 acres** out of the William Addison Survey, Abstract No. 21, **from the Residential Single-Family (RS) district to the Agriculture (AG) district**, for the property generally located at **2050 Rockride Lane** -- Sofia Nelson, CNU-A, Planning Director

- Q **Public Hearing and First Reading** of an Ordinance on **proposed amendments to Chapter 3**, Applications and Permits, of the Unified Development Code relative to zoning variances for sign area (Amendment No. 18); and **Chapter 5**, Zoning Use Regulations, and **Chapter 16**, Definitions, of the **Unified Development Code** relative to certain uses in specific zoning districts (Amendment No. 12 and 13) -- Sofia Nelson, CNU-A, Planning Director
- R Consideration and possible action to approve a **Municipal Services Agreement** with **EIDOM Enterprises, LLC**, for the **provision of municipal services** to an approximately **14.29-acre** tract in the William Robert Survey, Abstract No. 524 and a **0.979 acre** portion of **Shell Road**, a right-of-way of varying width of record described to Williamson County, Texas, generally located at **3700 Shell Road, upon annexation** -- Sofia Nelson, CNU-A, Planning Director
- S Consideration and possible action to approve a **Municipal Services Agreement** with **Danny Seay**, for the **provision of municipal services** to an approximately **1.38 acre** tract of land out of the William Addison Survey, Abstract No. 21 and a **0.39 acre** portion of Old 1460 Trail, a right-of-way of varying width of record described to Williamson County, Texas, generally located at **1061 Old 1460 Trail** -- Sofia Nelson, CNU-A, Planning Director
- T **Public Hearing and First Reading** of an Ordinance of the City Council of the City of Georgetown, Texas, approving an **Amended and Restated Consent Agreement** for the Northwest Williamson County Municipal Utility District #2 (NWWCMUD #2), also known as the **Parmer Ranch MUD**, pertaining to a **proposed new subdivision** in Williamson County, Texas consisting of approximately **454 acres** generally situated on the **northeast side of Williams Drive (RM 2338) at Ronald Reagan Boulevard** and stretching **from Williams Drive to Somerset Hills Drive along both sides of Ronald Reagan Boulevard**; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date -- Wayne Reed, Assistant City Manager
- U **First Public Hearing** regarding a proposed **Strategic Partnership Agreement (SPA)** between the City of Georgetown and Northwest Williamson County Municipal Utility District No. 2 (**NWWCMUS No.2**) providing for, among other things, the **limited purpose annexation** of the area within NWWCMUD No. 2 boundaries -- Wayne Reed, Assistant City Manager
- V **Second Reading** of an Ordinance to **close and abandon a portion of 6th Street** pursuant to Section 311.007 of the Texas Transportation Code, for the **safety and public benefit** of the municipality at large, to the City of Georgetown, Texas; and to authorize the mayor to execute all documents necessary to complete the abandonment -- Travis Baird, Real Estate Services Manager.
- W **Second Reading** of an Ordinance for the **Voluntary Disannexation of 80.929 acres**, located in the J. Thompson Survey, Abstract No. 608 -- Sofia Nelson, CNU-A, Planning Director
- X **Second Reading** of an Ordinance related to the **Energy Risk Management Policy** -- Daniel Bethapudi, General Manager of the Electric Utility
- Y **Second Reading** of an Ordinance of the City of Georgetown, TX, **amending the FY2020 Annual Budget** due to conditions that resulted in **new program requirements** in the current year, due to the timing of **capital projects and other expenditures** approved in the prior year; appropriating the various amounts thereof; and repealing all ordinances or parts of ordinances in conflict therewith -- Paul Diaz, Budget Manager
- Z **Second Reading** of an Ordinance establishing the classifications and number of positions (**Strength of Force**) for all the City of Georgetown **Fire Fighters and Police Officers** pursuant to Chapter 143 of the Texas Local Government Code pertaining to Civil Service -- Tadd Phillips, Director of Human Resources

Project Updates

- AA 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.

AB 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.

AC **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
- Litigation Update

Sec. 551.072: Real Estate Matters

- Right of Way acquisition from Kids Kottage (Parcel 1), Old Airport Road Realignment Project

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchase Power Update
- QSE Agreement with Garland Power and Light
- Demand Response Joint Solution Agreement with Links EP LLC
- ISDA Agreement with Mercuria Inc.

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 _____, 2020, 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
January 14, 2020

SUBJECT:

Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on Tuesday, December 10, 2019 and Special Meeting held on December 17, 2019 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Robyn Densmore, City Secretary

ATTACHMENTS:

CC Workshop Meeting Minutes 12.10.2019

CC Reg Meeting Minutes 12.10.2019

CC Special Meeting Minutes 12.18.2019

**Notice of Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, December 10, 2019**

The Georgetown City Council will meet on Tuesday, December 10, 2019 at 2:00 PM at the Council Chambers, at 510 West 9th Street, Georgetown, TX 78626.

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Mayor Ross called the meeting to order at 2:01 p.m. The following Council Members were in attendance. Mayor Dale Ross; Valerie Nicholson, Council Member District 2; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; Rachael Jonrowe, Council Member District 6; and Tommy Gonzalez, District 7. District 1 is vacant and Kevin Pitts, Council Member District 5 was absent.

Nicholson arrived at 4:04 p.m. during Item F.

Policy Development/Review Workshop – Call to order at 2:00 PM

- A. Presentation and discussion regarding the changes between the 2012 and 2015 International Building Codes, International Fire Code and the 2017 National Electric Code -- Glen Holcomb, Chief Building Official and John Sullivan, Fire Chief

Holcomb began the presentation with a community comparison of adopted codes and noted that most communities were using the 2015 International Building Codes. He then noted that this is a state mandated code to ensure all electrical standards are consistent across jurisdictions, regardless of what a municipality has adopted, and Texas adopted the 2017 NEC, effective Sept. 1, 2017. Holcomb reviewed the following changes to the Code: Chapter 3 Use and Occupancy Classification; Chapter 6-623.2 Prohibited Location; 2015 International Energy Conservation Code (IECC), C402.1.1 Low Energy Buildings; 2015 International Energy Code (IEC); 2015 International Plumbing Code (IPC), Chapter 4 – Table 403.1; Chapter 4 – 403.3 Required Public Toilet Facilities; Chapter 5 - 504.7.2 Pan Drain Termination; 2015 International Residential Code (IRC), Chapter 3 Building Planning and Construction; Chapter 3 Building Planning and Construction; Chapter 8 Roof - Ceiling Construction; 2015 International Existing Building Code (IEBC), Chapter 3 Use and Occupancy Classification;

Chapter 4 Prescriptive Compliance Method; and 2015 International Mechanical Code (IMC), Chapter 11 – 1102.3 Access Port Protection.

Chief Sullivan introduced Jason Fryer to present the International Fire Code (IFC). Fryer noted that approval of the IFC will improve regional consistency of code adoption/application with following the jurisdictions: Taylor (2009); Georgetown (2012); Cedar Park, Round Rock, Leander, Williamson County, Liberty Hill (2015); and Hutto (2018). He then reviewed the following Sections of the IFC: Section 403 Emergency Preparedness; Section 1004 Occupant Load; Section 1017 Exit Access Travel Distance; Section 1017 Exit Access Travel Distance; Section 1105 Construction Requirements for Existing Group I-2; Section 3105 Temporary Stage Canopies; and Section 5307 Carbon Dioxide (CO₂) Systems Used In Beverage Dispensing Applications.

Jonrowe asked how infill projects in downtown are affected by the requirement for turnarounds for Fire vehicles. Fryer stated that all new developments must allow for fire vehicles to be able to turn around per Appendix D. Jonrowe asked if there are considerations for older areas in the Code. Fryer responded that new development isn't an excuse for not being Code compliant but can be reviewed. Jonrowe asked if there is ability to apply for a variance when dealing with issues in downtown. She stated that she wants to make sure that citizens are safe, but what can the City do to allow for development in areas with older infrastructure. Sullivan responded that the Code does allow for an appeal process that could possible lead to a Code amendment. Jonrowe asked about the process for Code amendments and Sullivan provided clarification on the process.

Gonzalez asked if the City can customize the Codes to better meet the needs of the City. Sullivan responded that this is a high-level review of the Codes and in the past when the Codes are adopted the City will provide their own amendments. Gonzalez asked who staff reaches out to for input on Code amendments. Morgan stated that staff was about to cover that in the presentation.

Holcomb reviewed the stakeholder involvement and public outreach plan that includes: public meetings with builders, developers, and other development professionals; notice to building permit applicants of contemplation of update to IBC and NEC; presentation(s) to Chamber Development Alliance; opportunity to provide comments on City's website; and open house and office hours. Holcomb then asked for Council feedback and direction on the following: Does Council support proceeding to collect public input on the proposed update to the IBC and NEC?, which would allow staff to return to Council in Q1 2020 to share community feedback, provide staff recommendation on local amendments, and seek Council's direction on whether or not to develop ordinance to amend the IBC and NEC; and are there any other methods of outreach to include in the stakeholder involvement and public outreach plan?

Mayor Ross noted that there are no engineers on Council to contradict the expertise of staff. He added if staff would eventually ask staff to vote on something. Morgan responded yes and that today was intended to show the Council the changes. He added that staff will come back after working with the development community. Holcomb stated that staff is working with Legal and can come back in the first quarter of 2020 with suggested changes to the Code for Council. He added that staff has the support of the Building Standard Commission. Holcomb also noted that many members of the development community are already using the 2015 Codes.

Gonzalez asked what happens if the City doesn't adopt the new Code. Holcomb responds that the City would stay at the 2012 Codes. He added that getting too far behind in Code adoption will negatively impact the City's ISO rating. Morgan emphasized that having uniform codes helps the development community know what to expect when working.

Jonrowe asked about notifying permit applicants regarding the change in Code. Holcomb responded that it would be for all building permit applicants.

Council supported staff moving forward with stakeholder meetings to prepare for adopting the 2015 Codes.

B. Presentation and update regarding the Implementation Plan for the 2030 Plan Update -- Sofia Nelson, CNU-A, Planning Director and Nat Waggoner, Long Range Planning Manager

Nelson introduced the item and posed the following questions to Council: Do you support the implementation strategies outlined in this presentation?; Do you concur or seek amendments to the identified solutions and key takeaways?; and Is there additional information needed in advance of the preparation of a specific implementation action plan that implements the proposed strategies, identified solutions, and key takeaways? She then reviewed what make a comprehensive plan "implementable." Nelson then reviewed steps taken to reach this point in the process. She then reviewed the three major implementation strategies that are regulatory framework, decision framework, and plans, programs, and partnerships. Nelson covered the Steering Committee feedback that has been provided throughout the process. She then turned the presentation over to Wendy Shabay with Freese and Nichols. Shabay reviewed the concerns that were presented by the Steering Committee which included: What process will this be applied to, when someone wants to build something?; Common interpretation?; Residential vs. nonresidential % for future land use districts can possibly be too hard to balance and enforce; Do we have enough criteria to make discretionary decisions? Is there enough detail for staff analysis?; Bandwidth of City staff to keep plan alive with current staffing levels; Is this a plan that will be on the shelf?; hate to do the work and it go unused; commitment to an annual meeting; incentives for single family residential historic properties need to be listed; Who is developing the standards/incentives?; development incentives – clarify, political; minimal dedicated funds to Home Repair program

limit its effectiveness; use of a Multi-family rehab strategy could lead to landlords abusing money for improvements and lead to raising rents; balancing the vision of the plan with property owner rights and the City making decisions; there appears to be a lot of plans in the implementation strategies and not many partnerships or programs; and the County should be a identified partner. She then covered solutions that were offered which were: paying attention to detailed implementation, keep the big picture in mind; rent control, other tools to not take advantage of renters; education, ensuring that people know about homestead exemptions to stay in homes; annual reviews and reports to evaluate progress – “so that’s what you did with that idea”; invest in resources to get the work done; checklist when developers come in pre-application, possible scoring; creating checklist is a way of keeping plan alive (keeps it in the forefront); quarterly evaluations of 2030 Plan; dedicated funding resource for incentives to encourage housing goals; define what an incentive is; utilize cheapest incentives, such as funding others are providing (example grants, LIHTC.); specifically initiate (tax abatement for historic downtown, residential incentives); start working with County early; and stay connected to national innovation. Shabay then reviewed the following takeaways: key areas should be identified for targeted development and the use intentional infrastructure; dedicated funding source for implementation of housing goals should be identified; keep the plan alive through identified solutions and additional staff resources to prioritize the implementation of the plan; and incentives should be defined to include financial and development standard incentives (ex. density bonuses, height increase, impervious bonuses, etc.). She then reviewed the priorities exercise that was completed by the Steering Committee. Nelson then resumed the presentation and reviewed the feedback being requested by staff: Does the Council support the implementation strategies outlined in this presentation?; Does the Council concur or seek amendments to the identified solutions and key takeaways?; and Is there additional information needed in advance of the preparation of a specific implementation action plan that implements the proposed strategies, identified solutions, and key takeaways?

Fought noted that Georgetown is a well-planned community and the work presented reflects that. He added that he has been thinking of how to keep the plan working going forward. Fought stated that he thinks staff is on track and there needs to be the ability for the plan to adjust to reality.

Gonzalez stated the need for specificity of meanings for implementation. He added that staff and Council may need to review the plan more often in the future and he supports the plan and the work that has gone into it.

Jonrowe thanked staff for their work. She noted that this process will be needed in the future. Jonrowe noted the need to monitor how the plan can impact different groups of citizens. She stated that she supports the plan and looks forward to the implementation phase.

Mayor Ross stated that the stakeholders, consultants, and staff did good work.

Nelson reviewed the next steps.

- C. Presentation and discussion regarding QSE/Energy Management Services Agreement -- Daniel Bethapudi, General Manager of the Electric Utility

Bethapudi presented the item and noted that some of the items presented today are critical items to move forward with proper management of the City's energy portfolio. He then reviewed the Request for Proposal (RFP) process for selecting energy management services. Bethapudi stated that there were 12 responses and staff was recommending that the City choose Shell Energy North America. He then reviewed the services that Shell will be providing for the City including: load forecasting services; purchase power cost optimization services; and congestion management services. Bethapudi noted that the contract will be discussed in Executive Session due to the competitive matters contained within.

- D. Presentation and update on the Georgetown Utility Systems (GUS) Advisory Board and possible future structure of the Electric and Water Utility Boards -- Daniel Bethapudi, General Manager of the Electric Utility and Glen Dishong, Water Services Director

Dishong began the presentation and provided the history of the GUS board and their purpose. He then reviewed previous discussion that Council has had regarding possible changes to the GUS board.

Bethapudi then presented and reviewed Council's recommendations from July. He then reviewed the benefits of having two separate boards focusing on Electric and Water needs individually that include: addressing unique challenges related to growth; provide better aligned and focus for staff; and advising Council of the overall financial performance. Bethapudi noted that a possible negative to separating the boards is that some synergies with other City Departments could be lost. He then covered what a board's role should be in public utilities.

Dishong presented and noted that staff recommend creating two separate boards for the electric and water functions. He then noted that the Water Utility board would need to: expand its purpose to include financial oversight; provide membership specific to Water Utility experience; reducing the board from 7 to 5 members; maintain at least one member from outside the City limits; and continue to use the Board as the core membership of the Impact Fee Committee. Dishong then provided an organization chart representing the board member makeup.

Gonzalez asked about the contingency plan if staff cannot find a subject matter expert in the proposed areas. Dishing responded that staff suggest that the language reflect recommended expertise categories. He added that if that type of expertise cannot be found, staff could pick the next most suitable member.

Bethapudi then showed Council an organization chart representing the board member makeup.

Gonzalez asked about quorum issues that can often happen with five member boards. Bethapudi responded that staff will factor that in before finalizing.

Bethapudi continued his presentation and noted that staff recommends the independent third party used for reviewing electric performance report directly to the Electric Board. He then reviewed the Electric Board's role in risk management.

Jonrowe asked about the Water Board and their participation in financial oversight. Bethapudi responded that they will participate in financial oversight. Jonrowe then asked if participation on the Electric Board will be limited to citizens within the City limits/service area. Bethapudi responded yes, it will be limited. He added that the City's service area is mostly within the City limits. Morgan noted that the City's water service area has a large portion outside the City limits while the electric service area that extends outside the City limits is much smaller. Jonrowe asked what type of customers were outside the City limits in the electric service area. Morgan responded those customers were mostly commercial. Bethapudi that financial oversight is a major take away and will be part of both boards. He then provided next steps.

Mayor Ross stated that he like the staff recommendations.

E. Presentation and update regarding the Facilities Efficiency Study and presentation of findings
-- Eric Johnson, CIP Manager

Johnson presented the item and noted that the City has grown by 56% since 2010 and the study was needed to help anticipate future growth, plan for the needs of today and provide for future needs while allowing for adequate space for City Staff, improved operational efficiency, improved staff/building security, have adequate parking, and flexibility to accommodate future growth. He then reviewed the study scope that included: Georgetown Municipal Complex; Westside Service Center; Parks and Recreation Administration; Animal Services; Facility Services; Fuel Station; and the possible Need for New Facilities. Johnson reviewed the space needs based on assumptions of 20 years of growth. He noted that Fleet Services has 14,946 square feet and will need to grow to 17,349 square feet to accommodate bay space and work stations for additional mechanics. Johnson stated that Parks and

Recreation has 13,297 square feet and will need to grow to 15,749 square feet to accommodate warehouse space, Parks shop space, and employee growth. He said that Animal Services has 4,445 square feet and will need to grow to 8,198 square feet including additional kennels, dedicated Animal control officer space, and a get acquainted room. Johnson stated that Facility Services has 2,765 square feet and will need to grow to 4,405 square feet for additional shop and bay space and outdoor covered storage. He noted that the Georgetown Municipal Complex has 52,096 square feet and will need to grow to 63,073 square feet to meet future long-range requirements, if all departments remain in the building. Johnson then reviewed the cost of expanding Purchasing/Warehouse/Fleet Services which is $\$13,476,168 + 25\% = \$16,845,210$ for 33,670 square feet (SF) with Purchasing getting 8,670 SF, Warehouse getting 12,000 SF, and Fleet getting 13,000 SF including a wash bay, fuel station, storage yard and loading dock. He then covered the costs of expanding Animal Services facilities which is $\$4,931,284 + 25\% = \$6,164,105$ for 11,235 SF while renovating existing Parks and Rec Admin of 5,320 SF; renovating existing Animal Services Building of 1,115 SF; and new kennel space of 4,800 SF including additional kennel space, new runs between the buildings, new/additional Bark Park, and space to meet the needs of the Animal Services Master Plan. Johnson noted the costs of expanding Parks and Recreation Administration which is $\$8,065,176 + 25\% = \$10,081,470$ for 18,015 SF with a new building of 8,790 SF and shop/warehouse of 9,225 SF including a new parking lot, community room, and storage yard. He covered the costs of expanding Public Works which is $\$3,358,114 + 25\% = \$4,197,642$ for 8,745 SF which covers renovating existing Fleet Building of 7,400 SF, new entry/lobby addition of 1,345 SF and includes a Traffic Management Center, two drive-through bays, additional parking, and a large canopy. Johnson covered the costs of updating the Fuel Station which is $\$951,937 + 7\% = \$1,011,337$ and includes security fence, sight lighting, above ground tanks, and a new fuel island and canopy. He then reviewed the costs of updating the Facility Services area which is $\$761,014 + 20\% = \$913,216$ for 2,070 SF of renovation while renovating the existing building of 1,360 SF and renovating the shop of 710 SF and includes: reutilization of existing building for admin space; removal of admin space in the shop for additional storage and work space; entrance from Walden Dr. which should assist with Transfer Station Design; and parking off Walden Drive. Johnson reviewed the costs of updating the Georgetown Municipal Complex (GMC) which is $\$6,579,448 + 28\% = \$8,421,693$ for 27,920 SF and renovating the existing building of 21,160 SF and interior addition (warehouse) of 6,760 SF which includes: new meeting space, most of which is public accessible; secure back of house; receptionist in the lobby; and room for expansion. He then covered short term options for renovating the GMC that have a cost of $\$192,308 + 30\% = \$250,000$ and include: new meeting space that is public accessible; secure back of house; and receptionist in the lobby.

David Morgan noted that the numbers included for the short-term GMC renovation are part of the budget. Johnson then reviewed the next steps.

Jonrowe stated that this proposal is a good piecing together needs and noted that she is not crazy about Fleet Services location. Morgan stated Jonrowe's comments are good feedback. He added that staff is looking at existing land the City owns and will look at other options.

Gonzalez stated that he agrees with Jonrowe about the Fleet Service site and the City needs to start acquiring land now for future needs. Morgan asked if Parks Administration be a more agreeable use on that site. Gonzalez responded that it would be a better use but would prefer the site to be an open market site.

Mayor Ross stated that the City needs to consider the highest and best use standpoint. He added a lot of rearranging that can be done. Mayor Ross asked if this presentation was put together considering only existing land. Johnson responded yes. Morgan stated that every year there are requests to renovate parts of the GMC without looking at the whole, so staff has been looking at long term needs. Mayor Ross stated that there have been previous success repurposing of old buildings and getting other former City buildings back on the tax roll. Morgan noted that people love animal shelters, but don't necessarily want to live near them and the current location is good for an Animal Shelter use.

F. Presentation and discussion regarding the FY2020 Roll Forward Budget Amendment for capital improvement projects -- Paul Diaz, Budget Manager

Diaz presented the item and noted that many large capital projects take multiple years to design, construct or implement. He added that all funds are appropriated in the first year of the project and any unspent funds are rolled forward into fiscal years until the project is complete. Diaz stated that the first reading is today, and the second reading will be January 14, 2020. He then reviewed Fund 120 – General Capital Projects and that staff recognized a positive beginning fund balance adjustment of \$25.6 million including \$55,688.00 of additional revenue. He added that \$25.6 million of capital expenses were budgeted but not spent in FY2019. Diaz reviewed Fund 120 – General Capital Projects includes parks projects like neighborhood park development, San Gabriel park improvements, and the trail at Katy Crossing and having a Parks rollforward total of \$1.54 million. He then reviewed Fund 120 – General Capital Projects that includes bond funded capital projects like Fire Station 6 and 7, the EOC Siren System project and the transfer station project. Diaz stated that this segment of rollforward totals \$3.1 million. He reviewed Fund 120 – General Capital Projects including downtown related projects like the CVB Redesign funds of \$175,000.00, as well as funds for Downtown signage and parking upgrades and in total, this segment of rollforward equals \$1.8 million. Diaz covered Fund 120 – General Capital Projects and the largest segment of rollforward in this fund is in the transportation segment totaling \$19.2 million and including: \$7.6 million for the Northwest Blvd Bridge; \$3.8 million for FM971 improvements; and \$2.33 million for Leander Road. He noted that proposed sidewalk rollforward projects include Old Town Northeast and Signal and Curb Ramp intersection repair. Diaz covered Fund 203 – Streets and stated that staff recognizes expenses budgeted but not spent in FY2019 totaling \$358,044.00 and to appropriate this amount to the expense line so more street maintenance can occur in FY2020 above the original budgeted amount. He reviewed Fund 215 – CDBG and stated that staff is proposing to rollforward the funds for the CDBG project at 17th Street.

He added that these funds were budgeted in FY2019 but due to timing, the work has not started. Diaz also noted that staff is proposing to start that project in FY2020 with a total of \$182,994.00. He then reviewed Fund 226 – Main Street Fund with staff recognizing \$51,052.00 in fund balance and a rollforward of the funds for the main street facade program. Diaz covered Fund 228 – Parks Special Revenue Fund with staff recognizing a positive beginning fund balance adjustment of \$171,787.00 including \$3,337.00 of additional revenue and \$168,410.00 of capital improvement expenses budgeted but not spent. He added that the capital improvement projects for South San Gabriel Trail for \$101,066.00 and the 84 Lumber Park for \$50,000.00. Diaz reviewed Fund 229 – Parkland and that staff recognizes a positive beginning fund balance adjustment of \$518,449.00 including \$46,046.00 of additional revenue and \$472,385.00 of capital improvement expenses budgeted but not spent in FY2019. He added that in FY2019, parks staff worked to amend the number of Parkland Zones from 19 to 4 and as this amendment process was under way, capital improvement was put on hold. Diaz also noted the rolling forward of the capital improvement projects for park improvements totaling \$472,385.00 into the FY2020 Budget. He reviewed Fund 234 – Village PID with staff recognizing a positive beginning fund balance adjustment of \$767,542.00 including \$9,878.00 of additional revenue and \$757,665.00 of expense budgeted but not spent in FY2019. Diaz noted the rollforward of the capital improvement into FY2020 so these projects can be completed: Madone Park for \$56,750.00; Parklets for \$279,794.00; Rowan Park for \$143,141.00; and Shell road for \$195,227.00. He then reviewed Fund 271 - Police Seizure noting that staff recognizes a positive beginning fund balance adjustment of \$106,752.00 and a rollforward of this amount for the purchase of police equipment like thermal imagers, body armor and printers. Diaz covered Fund 400 – GTEC stating that staff recognizes a positive beginning fund balance adjustment of \$3,555,474.00 including \$104,064.00 of additional revenue and \$3.4 million of capital expense budgeted but not spent. He continued noting that the following projects are proposed to be moved to FY2020: Fontana Northwest Bridge for \$48,657.00; Interstate 35/ Highway 29 intersection improvements for \$445,825.00; Mays Street/Rabbit Hill Road for \$4.4 million; and Rivery Extension for \$254,753.00. Diaz covered Fund 420 – GEDCO with staff recognizing a positive beginning fund balance adjustment of \$287,190.00 including \$42,578.00 of additional revenue and \$244,612.00 of expenses budgeted but not spent in FY2019 and a rollforward of one project totaling \$175,000.00 for Holt Cat. He reviewed Fund 600 – Airport with staff recognizing a positive beginning fund balance adjustment of \$189,040.00 and rollforward the following projects: \$40,823.00 for runway rehab design; \$150,000.00 for taxiway edge lighting; and \$25,743.00 for pavement upgrades. Diaz covered Fund 640 – Stormwater with staff recognizing a positive beginning fund balance adjustment of \$1.47 million and rollforward the following capital expenses into FY2020: \$425,796.00 for pond rehab; \$404,652.00 for curb and gutter repair; \$158,900.00 for stormwater infrastructure; and \$158,824.00 for the stormwater project at 18th and Hutto. He then reviewed Fund 660 – Water with staff recognizing a positive beginning fund balance adjustment of \$14.9 million including \$4.7 million of additional revenue and \$10.19 million of expenses budgeted but not spent in FY2019. Diaz then covered Fund 660 – Water including capital expenses totaling \$12.1 million into FY2020 with \$3.58 million for Park Lift Station and Force Main and \$2.2

million for the Water Line at DB Wood and Pastor. He noted the wastewater improvements at San Gabriel like the belt press and an interceptor.

Council had no questions.

Executive Session

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

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

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

- LHISD Waterline Easement – Nemir

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchase Power Update

Sec. 551.087: Deliberation Regarding Economic Development Negotiations

- Extension of Aviation Drive -- Micaela Dollar, Economic Development Director
- Rivery Park TIRZ -- Laurie Brewer, Assistant City Manager

Sec. 551.074: Personnel Matters

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

Adjournment

Mayor Ross at 4:05 p.m. recessed into Executive Session with the note that Executive Session with start at 4:20 p.m.

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

**Notice of a Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, December 10, 2019**

The Georgetown City Council will meet on Tuesday, December 10, 2019 at 6:00 PM at the Council Chambers at 510 West 9th St., Georgetown, Texas.

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

Mayor Ross called the meeting to order at 6:00 p.m. The following Council Members were in attendance. Mayor Dale Ross; Valerie Nicholson, Council Member District 2; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; Kevin Pitts, Council Member District 5; Rachael Jonrowe, Council Member District 6; and Tommy Gonzalez, District 7. District 1 is vacant.

Regular Session

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

A. Call to Order

Invocation

- Jon Briery with First Baptist Church provided the invocation.

Pledge of Allegiance

- Council member Triggs led both pledges.

Comments from the Mayor

- The Mayor compliment City staff on the Christmas Stroll.
- Items U, V, AB, and AU have been pulled.

City Council Regional Board Reports

- No reports.

Announcements

- Swim with Santa
- Hype for the Holidays

Action from Executive Session

- Motion by Nicholson to approve the Energy Management and Qualified Scheduling Entity Services Agreement with Shell Energy North America as discussed in executive session and approve a Resolution authorizing the Mayor to execute the agreement with Shell Energy, second by Triggs.

Approved 6-0.

Statutory Consent Agenda

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

- B. Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on November 26, 2019 -- Robyn Densmore, City Secretary
- C. Consideration and possible action to **appoint Roger Chappel** as an **alternate commissioner** to the **Planning and Zoning Commission (P&Z)** -- Mayor Dale Ross
- D. Consideration and possible action to approve a Resolution formally **adopting** the City's **Investment Policies** -- Leigh Wallace, Finance Director
- E. Consideration and possible action to approve a Resolution **authorizing** a **payment** of **\$198,973.00** for the City's **pro-rata portion** of the cost of **operation** of the Williamson Central Appraisal District (**WCAD**) -- Paul Diaz, Budget Manager
- F. Consideration and possible action to license the **encroachment** of **multiple awnings** into the **rights of way** of **East 7th St. and S. Church Street**; and to authorize the Director of Planning to execute all necessary documents -- Travis Baird, Real Estate Services Manager
- G. Consideration and possible action to approve a Resolution **releasing** and **abandoning** a **water, wastewater, and drainage easement**, granted in Volume 353, Pg. 451, across a **0.166 acre** tract of land out of and a part of that certain tract called East one-half of Lots 1 & 2, Block 32, Glasscock Addition; and authorizing the Mayor to sign all necessary documents -- Travis Baird, Real Estate Services Manager
- H. Consideration and possible action to approve a Resolution **releasing** and **abandoning** a portion of a **drainage** and **access easement**, granted in Document No. 2018043760, across Lot

7, Block L, **Wolf Ranch** Section 2, Phase 2; and authorizing the Mayor to sign all necessary documents -- Travis Baird, Real Estate Services Manager

- I. Consideration and possible action to approve a **Contract Amendment** with **Royal Vista, Inc.** of Liberty Hill, Texas for **relocating 950 linear feet of 12" waterline** at the **intersection of DB Wood Road and SH29** in the amount of **\$264,010.00** -- Wesley Wright, P.E., Systems Engineering Director
- J. Consideration and possible action to approve the **Second Renewal** of the **General Services Contract, Contract No. 18-0015-SC**, between **Abescape Group, LLC** and the City of Georgetown, Texas for **mowing services** for City-Owned Rights-of-Way, in an amount not to exceed **\$83,914.24** -- Ray Miller, Acting Public Works Director
- K. Consideration and possible action to authorize the City Manager to sign an **agreement** to accept the **FY2019** Community Development Block Grant (**CDBG**) **grant funds** allocated by Williamson County -- Susan Watkins, Housing Coordinator
- L. Consideration and possible action to approve a **funding agreement** between the City of Georgetown and **Habitat for Humanity** of Williamson County for the **administration** of the City's **Home Repair Program**, in a total amount not to exceed **\$75,000.00** -- Susan Watkins, Housing Coordinator
- M. **Forwarded from the Parks and Recreation Advisory Board:**
Consideration and possible action to approve a **BuyBoard contract** (# 592-19) for poured in place **playground safety surfacing** at the **Creative Playscape, San Jose Park and Garey Park** to **The Playwell Group, Inc.** of Boerne, TX in the amount of **\$165,732.81** -- Eric Nuner, Assistant Parks and Recreation Director
- N. **Forwarded from the General Government and Finance Advisory Board (GGAF):**
Consideration and possible action to approve the purchase of an **Aerial Platform Ladder Truck** from **Siddons-Martin Emergency Group** through the **Buy-Board Contract #571-18** for a cost not to exceed **\$1,700,000.00** -- John Sullivan, Fire Chief and Clay Shell, Assistant Fire Chief
- O. **Forwarded from the General Government and Finance Advisory Board (GGAF):**
Consideration and possible action to approve the purchase of a **SCBA Compressor** for installation in **Fire Station No. 6** from **August Industries, Inc.** in the amount of **\$71,456.24** -- Eric Johnson, CIP Manager
- P. **Forwarded from the General Government and Finance Advisory Board (GGAF):**
Consideration and possible action to approve the purchase of a **SCBA Compressor** for installation in **Fire Station No. 7** from **August Industries, Inc.** in the amount of **\$71,456.24** -- Eric Johnson, CIP Manager

Q. Forwarded from the General Government and Finance Advisory Board (GGAF):

Consideration and possible action to approve the purchase of **Station Alerting System Equipment** for **Fire Station No. 6** from **US Digital Designs** in the amount of **\$69,594.85** -- Eric Johnson, CIP Manager

R. Forwarded from the General Government and Finance Advisory Board (GGAF):

Consideration and possible action to approve the purchase of **Station Alerting System Equipment** for **Fire Station No. 7** from **US Digital Designs** in the amount of **\$89,613.56** -- Eric Johnson, CIP Manager

Motion to approve the entire Consent Agenda as presented by Fought, second by Nicholson.

Approved 6-0 (District 1 vacant).

Legislative Regular Agenda

S. Second Reading of an Ordinance for a **Comprehensive Plan Amendment** to amend the **2030 Comprehensive Plan** to **adopt the Bike Master Plan** as an element of the Comprehensive Plan -- Ray Miller, Acting Public Works Director

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

Miller read the caption.

Motion by Jonrowe, second by Nicholson.

James Deaton, a resident who lives on Logan Ranch Road, stated that there is a path shown in the plan that goes through his property. He added that he supports the plan but would like that portion removed because it's on his property.

Fought asked if there was a way to reflect Mr. Deaton's comments. Miller responded that the plan can be amended. Fought stated that he didn't want to alter the entire plan based on one comment but did want the comment noted. Mill stated that staff would note the comment.

Pitts wanted to reiterate that the City cannot add bike routes without permission from the landowner. Miller stated that was correct.

McNabb stated that the discussion would be documented in the Council minutes.

Approved 6-0 (District 1 vacant).

Mayor Ross then presented a proclamation of appreciation to the Ketterhagen family in memory of Tommy Ketterhagen.

Miller thanked UT for the input they provided.

T. Forwarded from the Parks and Recreation Advisory Board:

Consideration and possible action to approve a **Task Order** with **RVi** of Austin, TX, for **professional services** related to **San Gabriel Park Phase III improvements** in the amount of **\$592,775.00** -- Eric Nuner, Assistant Parks and Recreation Director

Kimberly Garrett presented the item and reviewed the items included in the Phase III improvements. She provided maps of the location of the improvements and noted that funding was approved as part of the FY2019 Parks CIP. Garrett stated that this item was approved by Parks and Recreation Advisory Board at the November 21, 2019 meeting.

Garrett read the caption.

Motion by Jonrowe, second by Nicholson.

Approved 6-0 (District 1 vacant).

- U. Consideration and possible action to accept or reject **fee simple title** to a **0.306 acre** tract of land situated in the J.B. Pulsifer Survey, Abstract 498, Williamson County, Texas -- Travis Baird, Real Estate Services Manager

This item was pulled and not taken up for consideration.

- V. Consideration and possible action to accept or reject **fee simple title** to a **1.123 acre** tract of land situated in the J.B. Pulsifer Survey, Abstract 498, Williamson County, Texas -- Travis Baird, Real Estate Services Manager

This item was pulled and not taken up for consideration.

- W. **Public Hearing** and possible action on a **proposed determination of no feasible or prudent alternative** to the use of a portion of **public parkland**, being the **south side of Blue Hole parking lot at Rock Street**, for the installation of **wastewater line** -- Travis Baird, Real Estate Services Manager

Baird presented the item and provided background information. He then reviewed the proposed and alternative routes including staff recommendations.

Baird read the caption.

Mayor Ross opened the Public Hearing 6:29 p.m.

Rebecca Pfiester donated her time to Austin Pfiester. Austin Pfiester, developer for the related project, supported staff's decision for the route.

Mayor Ross closed the Public Hearing at 6:35 p.m.

Fought asked about the risk of doing nothing. Baird responded that no action would require staff and the developer to bring forward another alternative and the proposed line could not be constructed. Fought asked for clarification on the requirement of the item. Morgan responded that in order to make the wastewater line go through the park the Council must approve a route.

Motion by Jonrowe, second by Pitts.

Nicholson asked if the difference isn't location, but in type of line. Austin Pfiester responded that all locations use a 12-inch line. Baird added that different locations have different methodologies.

McNabb stated that this comes from State Parks and Wildlife due to using parkland. Pitts asked when this area became parkland. McNabb stated that it was swap for parkland. Pitts noted that a gravity line with very little effect on parkland is the best option. Jonrowe stated that she agrees with Pitts.

Approved 6-0 (District 1 vacant).

- X. **First Reading** of an Ordinance related to the **Energy Risk Management Policy** -- Daniel Bethapudi, General Manager of the Electric Utility

Bethapudi presented the items X & Y together. He reviewed the work that had been done up to this point.

Bethapudi read the caption.

Motion by Nicholson, second by Fought.

Approved 6-0 (District 1 vacant).

- Y. Consideration and possible action to approve a Resolution related to the **Energy Risk Management Policy** -- Daniel Bethapudi, General Manager of the Electric Utility

Bethapudi presented the item with Item X.

Bethapudi read the caption.

Motion by Nicholson, second by Fought.

Mayor Ross informed the public that this topic has been discussed thoroughly at Workshop and Executive Session

Approved 6-0 (District 1 vacant).

- Z. Consideration and possible action to authorize the City Manager to **decline** the **Preserved Open Space offer** in connection with **Oaks at San Gabriel Subdivision** -- Wayne Reed, Assistant City Manager

Reed presented the item and provided the history. He showed Council the Overall Development Plan Map.

Reed read the caption.

Motion by Pitts, second by Nicholson.

Approved 6-0 (District 1 vacant).

- AA Consideration and possible action to accept or reject a **waterline easement** across a **1.543 acre** tract of land situated in the Richard West Survey, Abstract 643, Williamson County, Texas -- Travis Baird, Real Estate Services Manager

Baird presented the item and noted that it was discussed in Executive Session. He provided the history of the easement and that it is an issue related to a cleanup of title.

Baird read the caption.

Motion by Jonrowe to **accept** the easement, second by Nicholson.

Approved 6-0 (District 1 vacant).

- AB **Public Hearing and First Reading** of an Ordinance **amending Chapter 6.40** of the Code of Ordinances related to the **Sale of Alcoholic Beverages** -- Robyn Densmore, City Secretary and James Kachelmeyer, Assistant City Attorney

This item was pulled and not taken up for consideration.

- AC **First Reading** of an Ordinance establishing the classifications and number of positions (**Strength of Force**) for all the City of Georgetown **Fire Fighters** and **Police Officers** pursuant to Chapter 143 of the Texas Local Government Code pertaining to Civil Service -- Tadd Phillips, Director of Human Resources

Phillips presented the item and noted that it was no change to the total number of police and firefighter positions, but a reshuffling of those positions in different categories.

Phillips read the caption.

Motion by Jonrowe, second by Triggs.

Approved 6-0 (District 1 vacant).

- AD **First Reading** of an Ordinance of the City of Georgetown, TX, **amending the FY2020 Annual Budget** due to conditions that resulted in **new program requirements** in the current year, due to the timing of capital projects and other expenditures approved in the prior year; appropriating the various amounts thereof; and repealing all ordinances or parts of ordinances in conflict therewith -- Paul Diaz, Budget Manager

Diaz presented the item and noted that it was a follow up to the Workshop Item presented earlier.

Diaz read the caption.

Motion by Jonrowe, second by Nicholson.

Mayor Ross noted that Council reviewed this item at Workshop earlier today.

Approved 6-0 (District 1 vacant).

AE **Second Reading** of an Ordinance **amending** the **FY2019 Annual Budget** for **year-end obligations** that were not known at the time the budget was adopted; appropriating various amounts thereof; and repealing all ordinances or parts of ordinances in conflict therewith -- Paul Diaz, Budget Manager

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

Diaz read the caption.

Motion by Jonrowe, second by Nicholson.

Approved 6-0 (District 1 vacant).

AF **Public Hearing** and **First Reading** of an Ordinance for the **Voluntary Disannexation** of **80.929 acres**, located in the J. Thompson Survey, Abstract No. 608 -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and reviewed the process for disannexations.

Nelson read the caption.

Mayor Ross opened the Public Hearing 6:56 p.m. and closed at the same time as there were no speakers.

Motion by Nicholson, second by Triggs.

Pitts asked if Council has seen this before. Nelson responded yes, that it was part of the development agreement provisions that were previously approved.

Approved 6-0 (District 1 vacant).

AG Consideration and possible action to approve an **economic development sales tax incentive agreement** with **Costco Wholesale Corporation** -- Michaela Dollar, Economic Development Director

Dollar presented the items AG – AJ together. She provided the project background, trade map area, retail leakage numbers, an overview of Costco, a project overview, the Costco site plan, current Costco locations, and the Costco incentive package proposal.

Triggs asked clarifying questions about what is included in the incentive package proposal. Morgan and Dollar answered those questions.

Motion by Pitts, second by Gonzalez.

Triggs noted his past work history and that he has seen negative effects when big places like this setup. He stated that he understands that those things happen and he believes in fair trade, but one of his objections is when tax money is given for these projects. Dollar clarified that the incentive package will only receive one reading. Triggs asked why. Mayor Ross stated that it is because these are agreements and not ordinances.

Jonrowe stated that Triggs raises some good points. She added that she will be looking at what kinds of wages are being paid to employees and would like to see living wage requirements. Jonrowe added that she understands that Costco starts at \$15/hour and has robust benefits. She continued that the City could potentially have employees that work here and live here. Jonrowe stated that she will support this project.

Gonzalez stated that he agrees that Triggs brings up valid points. He added that Costco could move up the road and he wants to stop retail leakage. Gonzalez stated that the City is gaining in the sales tax base and asked about the expected timeline for return on investment. Dollar responded 2.5 years. Gonzalez stated that he feels this is a good deal for Georgetown.

Pitts stated that he supports this. He added that it is destination retail and a big win for Georgetown.

Mayor Ross stated that the market includes Georgetown and all the way up to Killeen. Dollar noted that it could go as far north as possibly Waco. Mayor Ross noted the people coming in to shop at Costco will possibly shop at other places in Georgetown. Dollar responded that usually, yes, they do shop at other places.

Jonrowe noted the map of different Costco locations and asked if it has been considered to include provisions to not allow another Costco within a certain area. Dollar responded that currently there are no further plans to go farther north. Gonzalez noted that those types of decisions are usually demographic driven when the population will support another location.

Triggs noted that map does point out that Costco wants to be in Georgetown. He added that Costco probably doesn't have a second competing site in mind. Triggs then stated that he is concerned that the City is leaving too much money on the table.

Approved 5-1 (Triggs against and District 1 vacant.)

- AH **Forwarded from Georgetown Transportation Enhancement Corporation (GTEC):** Consideration and possible action to approve an **economic development incentive agreement** with **Costco Wholesale Corporation** -- Michaela Dollar, Economic Development Director

Dollar read the caption

Motion by Pitts, second by Nicholson.

Approved 5-1 (Triggs against and District 1 vacant.)

- AI **Forwarded from Georgetown Economic Development Corporation (GEDCO):** Consideration and possible action to approve an **economic development incentive agreement** with **Costco Wholesale Corporation** -- Michaela Dollar, Economic Development Director

Dollar read the caption

Motion by Pitts, second by Gonzalez.

Approved 5-1 (Triggs against and District 1 vacant.)

- AJ **Forwarded from Georgetown Economic Development Corporation (GEDCO):** Consideration and possible action to approve an **economic development infrastructure agreement** with **Atmos Energy** -- Michaela Dollar, Economic Development Director

Dollar read the caption

Motion by Pitts, second by Nicholson.

Approved 5-1 (Triggs against and District 1 vacant.)

- AK **Second Reading** of an Ordinance on a request for a **Zoning Map Amendment** to **rezone** an approximately **34.02-acre** tract of land out of the David Wright Survey, Abstract No. 13, **from** the **General Commercial (C-3)** to the **Planned Unit Development (PUD) zoning district** with a **base of General Commercial (C-3)** for the property generally located at **northwest corner**

of **Lakeway Drive** and **IH-35**, to be known as **Costco Wholesale PUD** -- Sofia Nelson, Planning Director

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

Nelson read the caption.

Motion by Pitts, second by Gonzalez.

Approved 6-0 (District 1 vacant).

- AL **Second Reading** of an Ordinance for a **Zoning Map Amendment** to **rezone** a **10.00-acre** tract in the David Wright Survey, Abstract No. 13, the same being the remnant portions of Lots 12 and 13 of the San Gabriel Estates Subdivision, **from the Agriculture (AG) district to the Local Commercial (C-1) district**, for the property generally located at **3800 Williams Drive** -- Sofia Nelson, Sofia Nelson, CNU-A, Planning Director

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

Nelson read the caption.

Motion by Gonzalez, second by Pitts.

Approved 6-0 (District 1 vacant).

- AM **Second Reading** of an Ordinance for a **Zoning Map Amendment** to **rezone** an approximately **17.35-acre** tract of land in the David Wright Survey, Abstract No. 13, **from the Agriculture (AG) to the Industrial (IN) zoning district**, for the property generally located at **3001 N IH 35** to be known as **Georgetown Motion** -- Sofia Nelson, CNU-A, Planning Director

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

Nelson read the caption.

Motion by Gonzalez, second by Fought.

Approved 6-0 (District 1 vacant).

- AN **Second Reading** of an Ordinance for a **Zoning Map Amendment** to **rezone** an approximately **45.819-acre** tract of land out of and part of the John Berry Survey Number 3, Abstract Number

51, **from** the **General Commercial (C-3), High Density Multi-Family (MF-2)** and **Townhouse (TH)** **to** the **Planned Unit Development (PUD)** zoning district with a **base** of **General Commercial (C-3)** and **Low Density Multi-Family (MF-1)** for the property generally located at the **southwest corner** of the **FM 971** and **SH 130 Toll intersection** -- Sofia Nelson, CNU-A, Planning Director

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

Nelson read the caption.

Motion by Fought, second by Nicholson.

Approved 6-0 (District 1 vacant).

- AO **Second Reading** of an Ordinance for a **Zoning Map Amendment** to **rezone** an approximately **51.445-acre** tract of land in the W. Addison Survey, Abstract No. 21, and J. Robertson Survey, Abstract No. 545, **from** the **Agriculture (AG)** to the **Residential Single-Family (RS)** (approximately 49 acres) and **Neighborhood Commercial (CN)** (approximately 2.445 acres) zoning districts, for the property generally located at **3001 Westinghouse Road** to be known as **Bridgehaven** -- Sofia Nelson, CNU-A, Planning Director

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

Nelson read the caption.

Motion by Jonrowe, second by Pitts.

Approved 6-0 (District 1 vacant).

- AP **Second Reading** of an Ordinance for the **annexation** of approximately **80.79 acres** of the City-owned **right-of-way** situated in part in the Joseph Thompson Survey, Abstract No. 608, in part in the John Powell Survey, Abstract No. 491, and in part of the Lewis J. Dyches Survey, Abstract No. 180, to be known as the **Southwest Bypass** -- Sofia Nelson, CNU-A, Planning Director

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

Nelson read the caption.

Motion by Pitts, second by Gonzalez.

Approved 6-0 (District 1 vacant).

- AQ **Second Reading** of an Ordinance for the **voluntary annexation** of an approximate **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, and designation of **initial zoning of Residential Single-Family (RS)** zoning district, for the property generally located at **2488 Rockride Lane** to be known as **Rockride Lane Subdivision** -- Sofia Nelson, CNU-A, Planning Director

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

Nelson read the caption.

Motion by Nicholson, second by Gonzalez.

Approved 6-0 (District 1 vacant).

- AR **Second Reading** of an Ordinance on a request for a Special Use Permit (**SUP**) for an **Event Facility** specific use in the **Mixed Use Downtown (MU-DT)** zoning district, for the property located at **113 East 8th Street**, bearing the legal description of Lot 5, and a portion of Lots 6, 7 and 8, Block 40, of the Revised Map of City of Georgetown, to be known as **City Post** -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and noted that there was a condition added since the first reading to include that the event facility use being limited to the second floor.

Nelson read the caption.

Motion by Nicholson, second by Gonzalez.

Jonrowe asked if when saying second floor, the City means the upper most floor. Nelson responded, yes that's correct.

Approved 6-0 (District 1 vacant).

- AS Consideration and possible direction to the City Attorney to draft a Resolution expressing City Council's **dissatisfaction** to the Public Utilities Commission of Texas regarding **customer service provided by Suddenlink Communications** on behalf of the citizens of the City of Georgetown and discussion and possible direction to the City Manager to investigate ways to incentivize and/or encourage competition to Suddenlink Communications' service

offerings to the citizens of the City of Georgetown -- Council Member Kevin Pitts, District 5 and Council Member Steve Fought, District 4

Pitts read the caption.

Motion by Fought to direct the City Attorney to draft a Resolution, second by Gonzalez.

Fought provided an explanation for the item and noted that he receives many complaints about the service provided by Suddenlink. He also noted that the City is not a regulatory authority for Suddenlink and that the City does not allow for a monopoly in cable and internet services. He then provided the history of the City's franchise agreement that ended in 2010 and explained state law related to franchise agreements.

Marvin Holshizer thanked Mr. Fought for his insight into what is being done by the City. He then discussed prices and noted that in a four year period prices have increased 50%. Mr. Hoshizer noted Spectrum's prices.

Shelley Garrett stated that on the Nextdoor app most of the comments are related to Suddenlink service. She added that citizens are being limited by Suddenlink in their ability to participate in the digital world. Garrett also noted that a node needs to be repaired.

Elliott Tucker spoke on a receiver issue. He also noted that Suddenlink is an Altice subsidiary and Altice is growing rapidly. Tucker added that people are always waiting in line for help.

John Bull spoke on the Suddenlink customer service as being awful.

Travis Nance, Regional Vice President for Suddenlink, stated that Suddenlink was acquired by Altice about four years ago. He then provided stats about Suddenlink and their areas of service. Nance noted investments that Altice has made recently and upgrades that have been done to billing and customer service interfaces. He also noted pain points in the customer services experience. Nance noted that Suddenlink cares for the Georgetown community and that customer complaint volume going forward should decrease.

Nicholson explained her personal experience with Suddenlink and noted that she pays \$82 per month for internet only utilizing multiple streaming devices. She added that there are options. Nicholson noted an ad for Altice One and asked if it can be provided to any customer in Georgetown. Nance responded that he was not sure on that specific offer. Nicholson asked if the issues were specific neighborhood issues, or box by box. Nance responded that Suddenlink has node grade assessments and monitors that. He added that if fiber is cut for whatever reason they monitor that and no node in Georgetown is at any kind of saturation. Nicholson asked what the expected outcome is out of this action. Pitts stated that he will discuss his desired outcome after public comment.

Gonzalez stated that he understands migrating to a new system. He added that the new system started September and these complaints have been happening for the last 2.5 to 3 years. Gonzalez noted the lack of reliability is the biggest complaint and customers don't get service or refunds.

Mayor Ross stated that there are cultural issues in respect to have a can-do attitude. He added that he knew of a business was without telephone for seven days. Mayor Ross provided his personal experience with contracting work on his house and issues with burying lines. He noted that he has heard from customers about poor service and people aren't being rewarded or punished for the service provided but are seeing an increase in the costs of service. Mayor Ross and Nance then discussed customer service metrics that were not provided and the need for them.

Fought asked what he should do when his constituents aren't getting helped. He added that he sent an issue to someone in Suddenlink and it took 10 minutes to solve. Nance stated that it is part of his job to understand issues and provided options Suddenlink has for providing customer service. Fought stated that people know about services but they haven't worked.

Germano Kuntz, creator of Facebook page titled "Remove Suddenlink from Georgetown, Texas," stated that the page was created based on complaints. He added that he has done lots of research and had several issues himself. Kuntz stated that he has never had a worse experience with a company and their website doesn't work. He also noted customer service representatives not performing and many customers are the store. Kuntz state that this is not a Georgetown problem, but a systemic failure with all markets making the same complaints.

Pitts stated that his reason for Resolution is because many issues have come and gone, but Suddenlink issues remain. He stated that the service is so bad. Pitts did thank reps for coming and willing to be out front. He noted that citizens have demanded action. Pitts continued that he saw an article from City of Victoria where they did something similar. He added that he wanted to give a platform to talk about the item and he is not sure what will come from it. Pitts stated that the City is limited on what it can do, but this is an option. He said that Victoria also sent Resolution to State representative and senators. Pitts asked if staff can do research on incentivizing. He added that he has been told that infrastructure is not here, and he would like to create competition. McNabb provided clarification on the Resolution that was written by the City of Victoria. Pitts stated that this item is directing Legal to draft a Resolution to bring back to the Council to vote on at a later time.

Approved 6-0 (District 1 vacant).

Project Updates

AT 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 was willing to answer any questions.

Public Wishing to Address Council

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

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

AU Ross Black, President of Georgetown Association of Professional Firefighters regarding the reduction in overtime compensation precipitated by the switch to the Workday System.

Mr. Black notified the City Secretary prior to the meeting and no longer needed to speak on the issue.

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.

AV 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

- LHISD Waterline Easement – Nemir

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchase Power Update

Sec. 551.087: Deliberation Regarding Economic Development Negotiations

- Extension of Aviation Drive -- Michaela Dollar, Economic Development Director

- Rivery Park TIRZ -- Laurie Brewer, Assistant City Manager

Sec. 551:074: Personnel Matters

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

Adjournment

Motion by Fought, second by Nicholson.

Approved 6-0.

Adjourned at 8:39 p.m.

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

**Notice of a Special Meeting of the
Governing Body of the
City of Georgetown, Texas
Monday, December 18, 2019**

The Georgetown City Council will meet on Monday, December 18, 2019 at 5:30 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.

Mayor Ross called the meeting to order at 5:30 p.m. The following Council Members were in attendance. Mayor Dale Ross; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; Kevin Pitts, Council Member District 5; Rachael Jonrowe, Council Member District 6; and Tommy Gonzalez, District 7. District 1 is vacant and Valerie Nicholson, Council Member District 2 was absent.

Legislative Regular Session

- A. Consideration and possible action to approve a **Resolution canvassing the votes of the December 10, 2019 Runoff Election**, declaring the results to be official -- Robyn Densmore, City Secretary

Densmore presented the item and noted that for District 1, Mary Calixtro had received 176 votes and Alex Fuller had received 165 votes.

Motion by Gonzalez, second by Triggs.

Approved 5-0 (District 1 vacant and District 2 absent).

- B. **Swearing in** of newly elected **Council Member District 1, Mary Calixtro** -- Robyn Densmore, City Secretary

Densmore performed that Statement of Elected Officer and Oath of Office to Mary Calixtro.

- C. **Comments** from newly elected **Council Member District 1, Mary Calixtro** -- Robyn Densmore, City Secretary

Calixtro thanks her husband, family, and campaign team for their hard work and the voters of District 1.

Adjournment

Motion by Fought, second by Gonzalez.

Approved 6-0 (District 2 absent).

Meeting adjourned at 5:43 p.m.

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Consideration and possible action to **appoint John Philpott** as a **new member** to serve a **full term** on the Fire Fighters' and Police Officers' **Civil Service Commission** to **fill a vacancy** -- David Morgan, City Manager

ITEM SUMMARY:

The City of Georgetown held elections on November 5, 2002 and November 2, 2004, respectively for the purpose of seeking voter response to the propositions of "the adoption of the firefighters' civil service law" and "the adoption of the police officers' civil service law. The voters approved both propositions and pursuant to state law, the City of Georgetown has adopted Chapter 143 of the State Government Code.

The Fire Fighters' and Police Officers' Civil Service Commission consists of three (3) members appointed by the City Manager and confirmed by the City Council. The Fire Fighters' and Police Officers' Civil Service Commission oversees the hiring and promotion process and serves as a disciplinary appeal board for civil service employees in the Georgetown Fire and Police Departments.

The minimum requirements for consideration of appointment are as follows:

- Resident of Georgetown for more than three years
- Must be at least 25 years of age
- Must not have held public office in the past three years

This is to appoint John Philpott to the vacancy on the Fire Fighters' and Police Officers' Civil Service Commission. The appointment is for 3 years, ending December 31st, 2022.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Robyn Iverson

ATTACHMENTS:

John Philpott's application and resume

JOHN R. PHILPOTT

Retired as of August 2011

PROFESSIONAL BACKGROUND

RBC Capital Markets, LLC
2711 North Haskell Avenue
Dallas, Texas 75204
512.869.3201

Vice President

August 2007 – July 2011

The position was created to provide a link between the RBC Bankers and the key management teams for cities in Texas. RBC Capital Markets serves as a Financial Advisor or an Underwriter for bond issues in cities. The person holding this position is required to be a registered securities representative through the National Association of Securities Dealers and to hold Series 52 and Series 63 licenses. It requires extensive travel throughout Texas and personal contact with City Managers and staff.

Texas Municipal League
1821 Rutherford Lane, Suite 400
Austin, Texas 78754
512.231.7440

Director of Special Projects

September 2003 – August 2007

This position served as a liaison between TML and city officials, state and national agencies/organizations, affiliate members, and other outside service providers concerning special projects and programs. It provided direct input to the TML Executive Director regarding special projects/contract services provided to TML member cities and affiliates. One of the primary responsibilities was to provide needed assistance to the 870-plus cities in Texas with populations under 15,000. This included the oversight of the 35-member Small Cities Advisory Council and the Small Cities' Problem-Solving Clinics.

Texas Municipal League
1821 Rutherford Lane, Suite 400

Program Development Director

August 1994 – September 2003

This position provided for the administration of a state wide educational and conference program for TML's member city officials. This included over 30 workshops/conferences yearly, ranging from one-day workshops for 100-plus people to a three-day conference for 4,000-plus people. It also included the oversight of administrative services/agreements for TML's twenty-one affiliated professional organizations.

City of Waco
P.O. Box 2570
Waco, Texas 76702-2570
817.750.5640

Director of Management Services

February 1991 – August 1994

The Director of this department provided administrative, professional, and technical support to the City Manager's office and the organization as a whole. The primary functions of the Management Services Department included budget preparation and administration, internal audits, research and analysis of city operations, switchboard communications and the geographical information system, along with the monitoring of the economic development program.

City of Waco
P.O. Box 2570
Waco, Texas 76702-2570
817.750.5640

Director of Public Works

January 1978 – February 1991

This position provided administration for various service areas, including administrative analysis, street and drainage, solid waste, equipment services, water distribution, waste water collection, building maintenance, and capital outlay programs for the city's building and equipment inventories. During certain years, this department included an annual operating budget over \$12 million and over 350 personnel.

City of Waco
Public Works Department

Director of Planning and Evaluation for Street and
Drainage Department
November 1976 – January 1978

This position included administrative responsibilities that involve supervision, budget preparation, capital improvement planning, and project scheduling of the Street and Drainage, Water Distribution, and Waste Water Collections Departments.

City of Waco
Parks and Recreation Department

Planning, Design and Evaluation Director

February 1972 – November 1976

This position included the administration, coordination, and supervision of the current and long-range planning for the Parks and Recreation Department.

Texas State Technical Institute
James Connally Campus
Waco, Texas

Instructor (part-time)
Landscape Design
September 1976 – December 1979

EDUCATIONAL BACKGROUND

Continuing Education Courses:

- RBCCM Anti-Money Laundering Training (in-house)
- RBCCM Anti-Terrorist Financing Training (in-house)
- RBCCM Fundamentals of Privacy and Risk Management Training (in-house)
- RBCCM Respectful Workplace Training (in-house)
- RBCCM Private Investment Disclosure Training (in-house)
- RBCCM Anti-Bribery and Anti-Corruption Training (in-house)
- RBCCM Integrity and Fair Dealing Training (in-house)
- ICMA Personnel Administration
- ICMA Principles and Practices of Urban Planning
- TAMU Executive Development for Public Works Administrators
- TAMU Community Awareness and Customer Relations
- Baylor Supervisory Management
- Baylor Performance Appraisal Seminar
- APWA Institute for Administrative Management
- TML William "King" Cole Management workshops
- TML Public Executive Institute

EDUCATIONAL BACKGROUND (continued)

Graduate Program:

- Texas Tech University, Lubbock, Texas
- Park Administration - Land Planning

Undergraduate Program (1966-1971)

- Texas Tech University, Lubbock, Texas
 - Bachelor of Science Degree
 - Park Administration with Landscape Architecture emphasis
 - Recipient of Frank Goldthwaite Memorial Scholarship
 - Dean's List for six semesters

High School Program (fall 1962 – spring 1966)

- Idalou High School, Idalou, Texas

AFFILIATIONS

National Association of Securities Dealers	Series 52 and 63 Licenses
Texas Rural Leadership Program	Board of Directors
Texas Society of Association Executives	Past Member
Texas City Management Association	Member
Georgetown Parks and Recreation Board	Past Chairman
American Public Works Association	Past Member
American Water Works Association	Past Member
Government Refuse and Disposal Association	Past Member
Texas Municipal League	Past Board Member
Texas Public Works Association	Past Executive Committee
Texas Public Works Association (1983)	Branch President
Texas Public Works Association (1990)	State President
Texas A&M Extension Service	Past Board Member
National Recreation and Park Association	Past Member
Technical Advisory Committee – Bikeways	Past Chairman
Association of Locally Involved	Past Board of Directors Member
Volunteers in Education (A.L.I.V.E)	
Heart of Texas Council of Governments	
Solid Waste Planning Council (HOTCOG)	Past Member
Waco Recycling Council	Past Member
State Local Government Records Committee	Past Member

PERSONAL BACKGROUND

Interests:	Outdoor Sports
Honors:	Top Three Public Works Directors in the State of Texas - 1985
	Texas Public Works Association Chapter Service Award - 1987
	Texas Public Works Association State President - 1990
	Texas Municipal League Board of Directors 1991-1994

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Consideration and possible action to approve a **NIPA contract** with **Convergint Technologies** for **security systems and installation** in the amount of **\$56,051.27** for **Fire Station No. 6** and **\$55,129.71** for **Fire Station No. 7** -- Eric Johnson, Facilities Director

ITEM SUMMARY:

This contract is for Security systems and installation and is required to complete Fire Station No. 6 and Fire Station No. 7.

National IPA contract 170502 will be the basis of agreement with Convergint Technologies.

The two proposals included in the overall cost of \$111,180.98 include:

- Fire Station No. 6 - \$56,051.27
- Fire Station No. 7 - \$55,129.71

FINANCIAL IMPACT:

The total budget for Fire Station No. 6 is \$5,499,725 and Fire Station No. 7 is \$6,250,000. Including:

- Construction
- Owner Contingency
- Furniture, Fixtures and Equipment
- Commissioning
- Station Alerting
- Audio Visual
- Materials Testing
- Security
- Data Cabling

Fire Station No. 6 and Fire Station No. 7 are funded through Certificates of Obligation issued in the 2019 annual debt issuance.

SUBMITTED BY:

Eric Johnson, Facilities Director

ATTACHMENTS:

Convergint Technologies FS 6 Proposal

Convergint Technologies FS 7 Proposal



10535 Boyer Blvd., Austin, Texas 78758
Phone (512) 428-8496 Mobile (512) 689-1990
richard.wright@convergent.com

July 16, 2019

City of Georgetown
Fire Station #6

6700 Williams Drive Georgetown, Texas
Attention: Trish Long

Quotation: RW00192303P
RFP#: ASIS Certified PSP-
License/Cert 15566
TX B10716-C
ACR-1750734

Reference: COGT Fire Station 6 Rev 071519 NIPA170502

Note: This proposal is per NIPA-170502

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergent Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergent has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergent was ranked the 4th largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergent has developed with the industry's top technology manufacturers. Convergent Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergent Technologies as your partner for your electronic security needs.

Scope of Work

Convergint is pleased to provide a proposal for the City of Georgetown Fire Station #6.

This project will consist of access control doors and video surveillance cameras.

Regarding the access control Convergint will provide for the noted doors the following:

- Card Reader (at the designated locations on the plans), 15 total readers
- Cabling back to the head end for each device installed by Convergint
- Door contacts (to include each of the bay doors front and back)
- Request to exit (PIR) devices
- Where noted alarm sounders at Airlocks 129, 111, and Dinner and Back Porch exterior doors.

Door hardware with electrified locks will be provided by others.

All the access control cabling will be wired back to the second floor IT/Com room located in room #203.

The video surveillance will be multi-sensor cameras at each of the four exterior corners as well as single camera domes at the exterior front entry and interior room 101 (lobby).

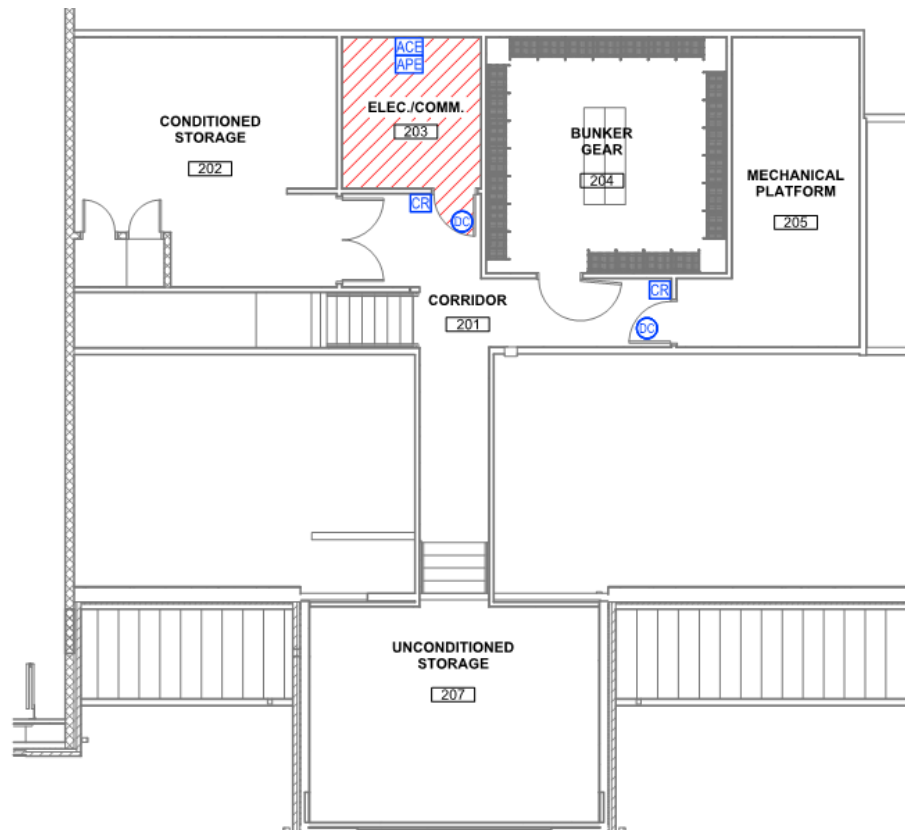
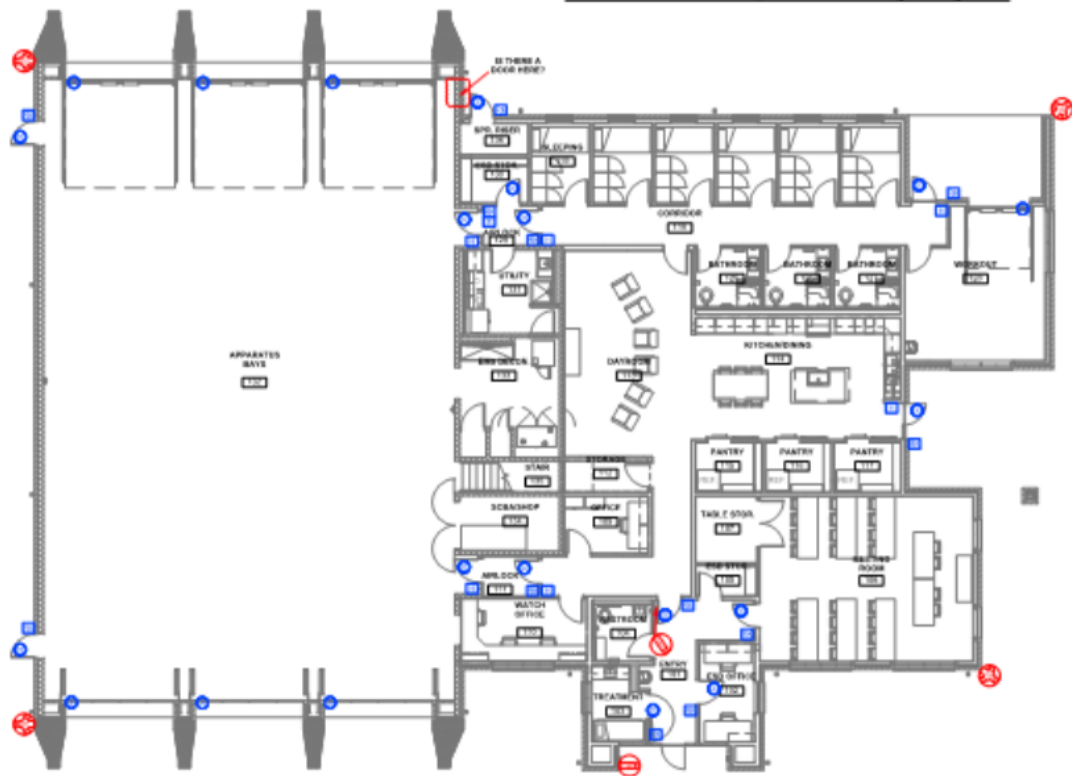
Cabling will be run back to the IT/Com room #203.

Video storage will be at the GCAT facility and existing. Licenses will be provided as part of this proposal.

Upon completion the doors and cameras will be tested and commissioned with the City representatives.

Please Note: This proposal is per NIPA - 170502

Fire Station #6 Security Layout



Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1			City of Georgetown-Fire Station #6-Security		
2			Head End - Comm 203		
3			Note: Network PoE switch and servers by others.		
4	1.00	8C-ACC6-ENT	ACC 6 Enterprise license for up to 8 camera channels	\$1,980.00	\$1,980.00
5	6.00	1C-ACC6-ENT	ACC 6 Enterprise license for up to 1 camera channels	\$280.00	\$1,680.00
6	2.00	CON303610R C	36"x30"x10" Field Enclosure	\$340.00	\$680.00
7	1.00	LNL-2220	Intelligent Dual Reader Controller – 12 or 24 VDC @ 700mA, size (6" (152mm) W x 8" (203mm) L x 1" (25mm)H), (5 year lithium battery or 3 months full run) 6 MB standard cardholder flash memory, 50,000 of Event memory, maximum of 32 devices, On-board Ethernet, on-board two door control, OSDP Secure Channel encryption with OnGuard 7.2 and up,, eight inputs, four outputs, cabinet tamper and power fault input monitors. RoHS, CE, C-Tick and UL 294	\$1,500.00	\$1,500.00
8	7.00	LNL-1320-S3	Dual Reader Interface Module (Series 3 –Supports OSDP Readers) – 12/24 VDC, 2 Reader interface, W/M, 8 inputs, 6 (5A) form C relays , RoHS, CE, C-Tick and UL294 certified	\$500.00	\$3,500.00
9	1.00	LNL-1100-S3	Input Control Module (Series three) –12/24 VDC, 16 zone input monitor module, (32) 1K resistors (with 2 programmable output relays) , RoHS, CE, C-Tick and UL294 certified	\$650.00	\$650.00
10	2.00	CON242410R C	24"x24"x10" Field Enclosure	\$200.00	\$400.00
11	1.00	AL1024ULXB2	10A ACCESS 8A FIRE P/S BOARD	\$170.00	\$170.00
12	1.00	AL1012ULXB	12VDC@10AMP BOARD	\$150.00	\$150.00
13	2.00	PD8	POWER DISTRIBUTION UNIT	\$20.00	\$40.00
14	2.00	ACM8	8 CHANNEL POWER CONTROLLER	\$50.00	\$100.00
15	3.00	PW-PS1270	12V 7AH SLA BATTERY F1	\$30.00	\$90.00
16	3.00	FY-MT21248	MT212-48 MOUNTING TRACK	\$22.84	\$68.52
17	3.00	TC2G2	2"X2"X6' Gray Panduit Cover	\$20.00	\$60.00
18	3.00	SL2X2G	2"X2"X6' Gray Panduit	\$30.00	\$90.00
19	1.00	AX-LPD	LOW POWER DISCONN MODULE	\$20.00	\$20.00
20			Access Control Field Devices		
21			(24) Openings.		
22			Note: Electrified Locking HW by others.		
23	15.00	921PTNNEKO 0000	RDR, RPK40, MULTICLASS, SE REV E, KPD, STD PROX, STD, WIEGAND, PIG, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, KPF-4-BIT, 32 BIT	\$313.56	\$4,703.40
24	14.00	1078C-M	Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, Closed Loop, Brown, 3/8" Gap Size	\$10.00	\$140.00
25	10.00	2505A-L	Aluminum Housing Armored Cable Contact, Closed Loop, Wide Gap, 3" Gap Size	\$30.00	\$300.00

Line	Qty	Part	Description	Unit Price	Extended Price
26	15.00	DS160	PIR REQUEST TO EXIT SENSOR WITH SOUNDER GRAY	\$69.16	\$1,037.40
27	7.00	748	2-TN INDR/OUTDR SRN 119DB	\$52.14	\$364.98
28	39.00	GI-6644	RESISTOR PK W/1K RESISTOR	\$10.00	\$390.00
29	Camera Field Devices				
30	(6) Total Locations				
31	4.00	Z4-0815001	8MP/P3707PE/360/MULT-SENS/IP67	\$1,100.00	\$4,400.00
32	4.00	Z4-5507511	T94M02D PENDANT KIT	\$90.00	\$360.00
33	4.00	Z4-5504821	T91D61 WALL MOUNT	\$80.00	\$320.00
34	4.00	Z4-5017641	T91A64 CORNR BRCKT FOR PTZ	\$70.00	\$280.00
35	1.00	Z4-0547001	M3026VE/3MP/VANDOM/2MM/IP66	\$600.00	\$600.00
36	1.00	Z4-5900021	T94F02 PENDANT KIT W/SUNS	\$40.00	\$40.00
37	1.00	Z4-5506481	T91E61 WALL MOUNT	\$30.00	\$30.00
38	1.00	Z4-0954001	P3225LVMKII/1080P/DOM/3-10MZ	\$540.00	\$540.00
39	1.00	Z4-01155001	T94K02L RECESSED MOUNT	\$70.00	\$70.00
40	Cable & Misc.				
41	4.00	4461030	4 Element Composite Cable Plenum Yellow-Jacket	\$900.00	\$3,600.00
42	3.00	004340	22-04 Overall-Shielded Stranded Plenum White-Jacket	\$190.00	\$570.00
43	2.00	556609	23-4P Unshielded Solid Plenum Cat6 Blu Jkt	\$350.00	\$700.00

Equipment Total	\$29,624.30
Total Labor/Other Costs	\$26,426.97
Tax if Applicable	\$0.00
Total Project Price	\$56,051.27

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.

Performance Items

Items Included	
Cable	Equipment rack layout drawing
Freight (prepaid)	Installation of CCTV Cameras
Installation of Control Panels	Installation of Intrusion Panels
Installation of Network Cabling to IP Cameras	Material (listed in the BOM)
Mounting/Termination of Proposed Devices	One-Year Warranty on Labor
One-Year Warranty on Parts	Owner Training
Project Management	Submittal Drawings
System is Design-Build	System Programming
Testing of all Proposed Devices	Wire
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Ceiling Tiles and Ceiling Grid Repairs
Connection to Building Fire Alarm Panel	Correction of Wiring Faults Caused by Others
Door wiring typical connections	Electrical Installation Permit
Electrified Door Locking Hardware	Engineering and Drawings
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Horizontal Core Drilling
Installation of Bridle Rings	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Intercom Systems
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Intercoms	Installation of Specialty Backboxes
Installation of Terminal Cabinets	Installation of Video Recorders (DVR/NVR)
Installation of Wire and Cable	Installation of Wire Hangars
Lifts	Loading Software on Customer Provided Computer
Low Voltage Permits	On-Site Lockable Storage Facility
Operations & Maintenance Manuals	Owner to Provide DHCP Lease Reservations for Network Connected Devices
Owner to Provide Static IP Addresses	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring point with to point connections	Patch and Paint
Payment & Performance Bonds	Record Documentation (As-Built)
Riser drawing with home run wiring	Servers by Convergent
Servers by Others	Specialty Backboxes
System Engineering	System Meets Plans/Drawings
Terminal Cabinets	Termination of Control Equipment Enclosures
Vertical Core Drilling	Workstations by Convergent
Workstations by Others	

Total Project Investment:

\$ 56,051.27

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. Note that this proposal is per NIPA-170502

Sincerely,

Richard Wright

Convergent Technologies

Richard Wright

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Trish Long

July 16, 2019

Customer Name (Printed)

Date

Authorized Signature

Title

This proposal is per NIPA - 170502



10535 Boyer Blvd., Austin, Texas 78758
Phone (512) 428-8496 Mobile (512) 689-1990
richard.wright@convergent.com

July 17, 2019

City of Georgetown
Fire Station #7

,
Attention: Trish Long

Quotation: RW00192134P
RFP#:
ASIS Certified PSP-
License/Cert 15566
TX B10716-C
ACR-1750734

Reference: COGT Fire Station 7 REV 071719 NIPA170502

Note this proposal is per NIPA-170502

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergent Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergent has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergent was ranked the 4th largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergent has developed with the industry's top technology manufacturers. Convergent Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergent Technologies as your partner for your electronic security needs.

Scope of Work

Convergent is pleased to provide a budgetary proposal for the City of Georgetown Fire Station #7.

This project will consist of access control doors and video surveillance cameras.

Regarding the access control Convergent will provide for the noted doors the following:

- Card Reader (as noted on the plans), 16 readers total
- Cabling back to the head end
- Door contacts
- Request to exit (PIR) devices
- Where noted alarm sounders at Airlocks, and Dinner and Back Porch exterior doors – 9 horns total

Door hardware with electrified locks will be provided by others.

All the access control cabling will be wired back to the second floor IT/Com room located in room on the second floor.

The video surveillance will be multi-sensor cameras at each of the four exterior corners as well as single camera domes at the exterior front entry and interior room (lobby).

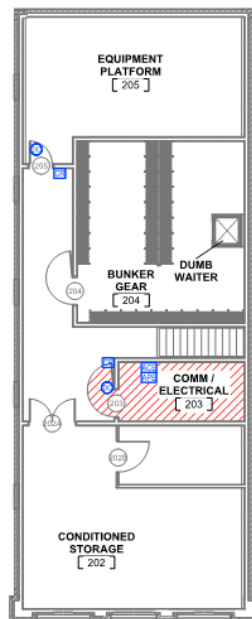
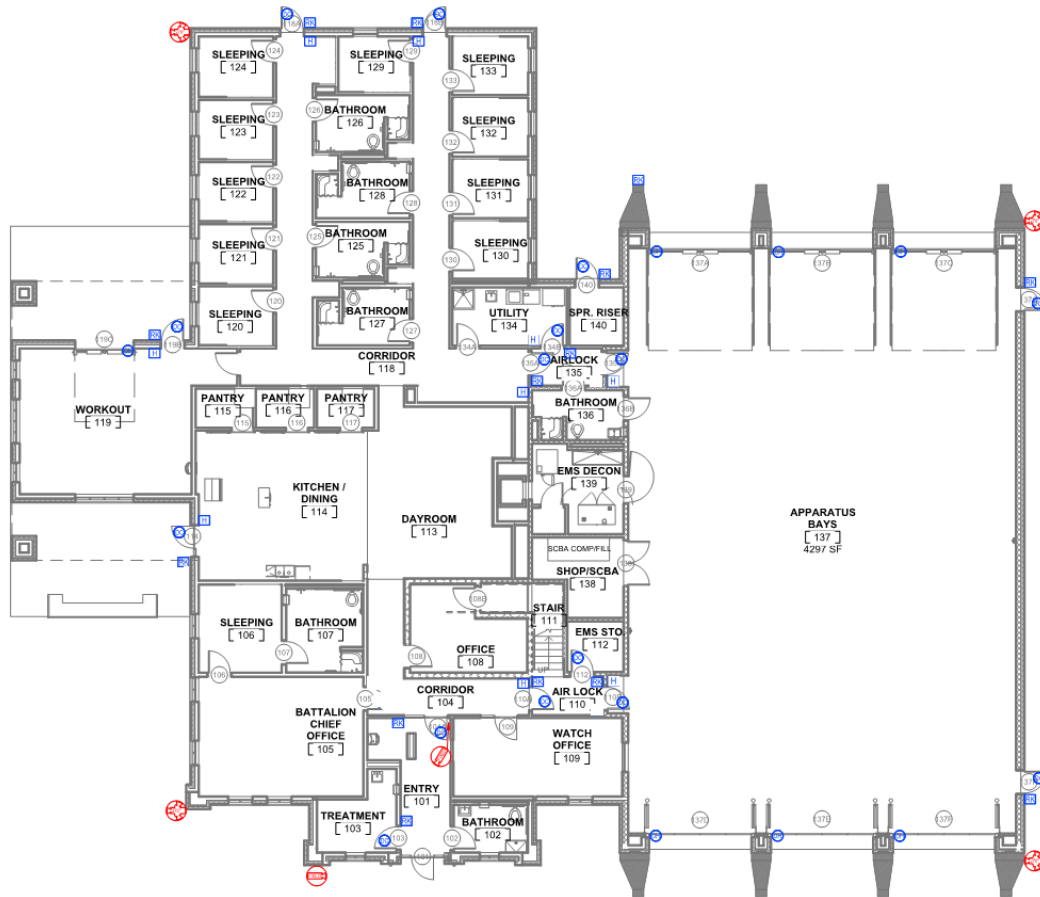
Cabling will be run back to the IT/Com room on the second floor.

Video storage will be at the GCAT facility and existing. Licenses will be provided as part of this proposal.

Upon completion the doors and cameras will be tested and commissioned with the City representatives.

Note this proposal is per NIPA Contract: NIPA-170502

Fire Station #7 Security Layout



Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1			City of Georgetown-Fire Station #7-Security		
2			Head End - Comm 203		
3			Note: Network PoE switch and servers by others.		
4	1.00	8C-ACC6-ENT	ACC 6 Enterprise license for up to 8 camera channels	\$1,980.00	\$1,980.00
5	6.00	1C-ACC6-ENT	ACC 6 Enterprise license for up to 1 camera channels	\$280.00	\$1,680.00
6	2.00	CON303610R C	36"x30"x10" Field Enclosure	\$340.00	\$680.00
7	1.00	LNL-2220	Intelligent Dual Reader Controller – 12 or 24 VDC @ 700mA, size (6" (152mm) W x 8" (203mm) L x 1" (25mm)H), (5 year lithium battery or 3 months full run) 6 MB standard cardholder flash memory, 50,000 of Event memory, maximum of 32 devices, On-board Ethernet, on-board two door control, OSDP Secure Channel encryption with OnGuard 7.2 and up,, eight inputs, four outputs, cabinet tamper and power fault input monitors. RoHS, CE, C-Tick and UL 294	\$1,500.00	\$1,500.00
8	7.00	LNL-1320-S3	Dual Reader Interface Module (Series 3 –Supports OSDP Readers) – 12/24 VDC, 2 Reader interface, W/M, 8 inputs, 6 (5A) form C relays , RoHS, CE, C-Tick and UL294 certified	\$500.00	\$3,500.00
9	1.00	LNL-1100-S3	Input Control Module (Series three) –12/24 VDC, 16 zone input monitor module, (32) 1K resistors (with 2 programmable output relays) , RoHS, CE, C-Tick and UL294 certified	\$671.52	\$671.52
10	2.00	CON242410R C	24"x24"x10" Field Enclosure	\$200.00	\$400.00
11	1.00	AL1024ULXB2	10A ACCESS 8A FIRE P/S BOARD	\$170.00	\$170.00
12	1.00	AL1012ULXB	12VDC@10AMP BOARD	\$150.00	\$150.00
13	2.00	PD8	POWER DISTRIBUTION UNIT	\$20.00	\$40.00
14	2.00	ACM8	8 CHANNEL POWER CONTROLLER	\$50.00	\$100.00
15	3.00	PW-PS1270	12V 7AH SLA BATTERY F1	\$30.00	\$90.00
16	1.00	AX-LPD	LOW POWER DISCONN MODULE	\$20.00	\$20.00
17	3.00	FY-MT21248	MT212-48 MOUNTING TRACK	\$22.84	\$68.52
18	3.00	G1.5X2BL6	1.5"x2"x6' Black Panduit Track	\$48.09	\$144.27
19	3.00	C1.5BL6	1.5"x6' Black Panduit Cover	\$12.60	\$37.80
20			Access Control Field Devices		
21			(25) Openings		
22			Note: Electrified Locking HW by others.		
23	16.00	921PTNNEKO 0000	RDR, RPK40, MULTICLASS, SE REV E, KPD, STD PROX, STD, WIEGAND, PIG, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, KPF-4-BIT, 32 BIT	\$327.05	\$5,232.80
24	16.00	DS160	PIR REQUEST TO EXIT SENSOR WITH SOUNDER GRAY	\$70.72	\$1,131.52

Line	Qty	Part	Description	Unit Price	Extended Price
25	16.00	1078C-M	Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, Closed Loop, Brown, 3/8" Gap Size	\$10.00	\$160.00
26	9.00	2505A-L	Aluminum Housing Armored Cable Contact, Closed Loop, Wide Gap, 3" Gap Size	\$30.00	\$270.00
27	9.00	748	2-TN INDR/OUTDR SRN 119DB	\$52.14	\$469.26
28	41.00	GI-6644	RESISTOR PK W/1K RESISTOR	\$10.00	\$410.00
29	Camera Field Devices				
30	(6) Total Locations				
31	4.00	Z4-0815001	8MP/P3707PE/360/MULT-SENS/IP67	\$1,100.00	\$4,400.00
32	4.00	Z4-5507511	T94M02D PENDANT KIT	\$90.00	\$360.00
33	4.00	Z4-5504821	T91D61 WALL MOUNT	\$80.00	\$320.00
34	4.00	Z4-5017641	T91A64 CORNR BRCKT FOR PTZ	\$70.00	\$280.00
35	1.00	Z4-0547001	M3026VE/3MP/VANDOM/2MM/IP66	\$600.00	\$600.00
36	1.00	Z4-5900021	T94F02 PENDANT KIT W/SUNS	\$40.00	\$40.00
37	1.00	Z4-5506481	T91E61 WALL MOUNT	\$30.00	\$30.00
38	1.00	Z4-0954001	P3225LVMKII/1080P/DOM/3-10MZ	\$540.00	\$540.00
39	1.00	Z4-01155001	T94K02L RECESSED MOUNT	\$70.00	\$70.00
40	Cable & Misc.				
41	3.00	4461030	4 Element Composite Cable Plenum Yellow-Jacket	\$900.00	\$2,700.00
42	2.50	004340	22-04 Overall-Shielded Stranded Plenum White-Jacket	\$190.00	\$475.00
43	2.00	556609	23-4P Unshielded Solid Plenum Cat6 Blu Jkt	\$350.00	\$700.00

Equipment Total	\$29,420.69
Total Labor/Other Costs	\$25,709.02
Tax if Applicable	\$0.00
Total Project Price	\$55,129.71

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.

Performance Items

Items Included	
Cable	Equipment rack layout drawing
Freight (prepaid)	Installation of CCTV Cameras
Installation of Control Panels	Installation of Intrusion Panels
Installation of Network Cabling to IP Cameras	Material (listed in the BOM)
Mounting/Termination of Proposed Devices	One-Year Warranty on Labor
One-Year Warranty on Parts	Owner Training
Project Management	Submittal Drawings
System is Design-Build	System Programming
Testing of all Proposed Devices	Wire
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Ceiling Tiles and Ceiling Grid Repairs
Connection to Building Fire Alarm Panel	Correction of Wiring Faults Caused by Others
Door wiring typical connections	Electrical Installation Permit
Electrified Door Locking Hardware	Engineering and Drawings
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Horizontal Core Drilling
Installation of Bridle Rings	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Intercom Systems
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Intercoms	Installation of Specialty Backboxes
Installation of Terminal Cabinets	Installation of Video Recorders (DVR/NVR)
Installation of Wire and Cable	Installation of Wire Hangars
Lifts	Loading Software on Customer Provided Computer
Low Voltage Permits	On-Site Lockable Storage Facility
Operations & Maintenance Manuals	Owner to Provide DHCP Lease Reservations for Network Connected Devices
Owner to Provide Static IP Addresses	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring point with to point connections	Patch and Paint
Payment & Performance Bonds	Record Documentation (As-Built)
Riser drawing with home run wiring	Servers by Convergent
Servers by Others	Specialty Backboxes
System Engineering	System Meets Plans/Drawings
Terminal Cabinets	Termination of Control Equipment Enclosures
Vertical Core Drilling	Workstations by Convergent
Workstations by Others	

Total Project Investment:

\$ 55,129.71

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. Note this proposal is per NIPA Contract - 170502

Sincerely,

Richard Wright
Convergent Technologies
Richard Wright

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Trish Long

July 17, 2019

Customer Name (Printed)

Date

Authorized Signature

Title

Note this proposal is per NIPA Contract:
NIPA-170502

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Consideration and possible action to approve a **DIR contract** with **Austin Structured Cabling** for **Data Cabling** and **installation** of a **Station Alerting System** in the amount of **\$36,520.40** for **Fire Station No. 6** and **\$42,056.00** for **Fire Station No. 7** -- Eric Johnson, Facilities Director

ITEM SUMMARY:

This contract is for Data Cabling and installation of a Station Alerting System and is required to complete Fire Station No. 6 and Fire Station No. 7.

DIR contract DIR-TSO-4358 will be the basis of agreement with Austin Structured Cabling.

The two proposals included in the overall cost of \$78,576.40 include:

- Fire Station No. 6 - \$36,520.40
- Fire Station No. 7 - \$42,056.00

FINANCIAL IMPACT:

The total budget for Fire Station No. 6 is \$5,499,725 and Fire Station No. 7 is \$6,250,000. Including:

- Construction
- Owner Contingency
- Furniture, Fixtures and Equipment
- Commissioning
- Station Alerting
- Audio Visual
- Materials Testing
- Security
- Data Cabling

Fire Station No. 6 and Fire Station No. 7 are funded through Certificates of Obligation issued in the 2019 annual debt issuance.

SUBMITTED BY:

Eric Johnson, Facilities Director

ATTACHMENTS:

Austin Structured Cabling FS 6 Proposal

Austin Structured Cabling FS 7 Proposal



STRUCTURED CABLING QUOTE

DIR-TSO-4358



Date: 12/31/19

Customer: City of Georgetown

Project Name: Fire Station #6

Site Location: 6700 Williams Dr. Georgetown, TX 78633

Customer Contact: Eric Johnson eric.johnson@georgetown.org

Submitted By: Jayson LeBlanc jleblanc@austinstructuredcabling.com

Austin Structured Cabling is pleased to provide the following quote for the provision and installation of a complete and functioning inside horizontal cable plant within Fire Station #6 at 6700 Williams Dr. Georgetown, TX 78633. Installation will be in accordance with EIA/TIA, BICSI and all state and local codes, laws and standards.

This quote also includes the complete installation and testing of a customer provided Fire Station Alerting system from US Digital Designs.

We appreciate the opportunity to perform this work for you. Please feel free to contact me should you have any questions or if any aspect of the following scope of work needs to be amended or changed.



SCOPE OF WORK

- Provide and install seventy-five (75) CAT 6, plenum rated, network cables as specified in the customer provided technology architectural drawings in accordance with TIA/ EIA standards, state, local and national codes.
- Provide and install above ceiling J-hook cable support system with fasteners and hardware as needed for proper cable support.
- Provide and install network IT closet components in MDF, including one two-post floor mounted rack, ladder tray, vertical wire managers and connecting hardware.
- All network cable will be terminated on each end onto patch panels, wall outlets or above ceiling termination boxes and labeled per owners standard labeling scheme. All network terminations will be tested and certified using a Fluke Versiv 8000 cable analyzer to meet or exceed manufacturer specifications. Test results and as-built drawings will be submitted upon completion of project.
- Install customer provided US Digital Designs Phoenix G2 Fire Station Alerting system and cable components as per manufacturers requirements.
- Test and coordinate with US Digital Designs to ensure Fire Station Alerting system is operational and functioning.



EXCLUSIONS OMISSIONS AND ASSUMPTIONS

- Excludes coring, concrete cutting or floor penetrations.
- Work will be performed during normal business hours of Monday-Friday 7:00am-5:00pm. Additional rates may apply for afterhours scheduling.
- Work will be scheduled with the general contractor based on job progression.

PROJECT PRICING

Network Cabling Materials..... \$6,520.39

Network Cabling Labor..... \$12,386.01

Fire Station Alerting System Materials \$4849.60

Fire Station Alerting System Labor..... \$12,764.40

Total Project Price..... \$36,520.40



STRUCTURED CABLING QUOTE

DIR-TSO-4358



Date: 12/31/19

Customer: City of Georgetown

Project Name: Fire Station #7

Site Location: 2711 E University Ave. Georgetown, TX 78626

Customer Contact: Eric Johnson eric.johnson@georgetown.org

Submitted By: Jayson LeBlanc jleblanc@austinstructuredcabling.com

Austin Structured Cabling is pleased to provide the following quote for the provision and installation of a complete and functioning inside horizontal cable plant within Fire Station #7 University Ave. Georgetown, TX 78626. Installation will be in accordance with EIA/TIA, BICSI and all state and local codes, laws and standards.

This quote also includes the complete installation and testing of a customer provided Fire Station Alerting system from US Digital Designs.

We appreciate the opportunity to perform this work for you. Please feel free to contact me should you have any questions or if any aspect of the following scope of work needs to be amended or changed.



SCOPE OF WORK

- Provide and install seventy-five (75) CAT 6, plenum rated, horizontal cables network as specified in the customer provided technology architectural drawings and in accordance with TIA/ EIA standards, state, local and national codes.
- Provide and install above ceiling J-hook cable support system with fasteners and hardware as needed for proper cable support.
- Provide and install network IT closet components in MDF, including one two-post floor mounted rack, ladder tray, vertical wire managers and connecting hardware.
- All network cable will be terminated on each end onto patch panels, wall outlets or above ceiling termination boxes and labeled per owners standard labeling scheme. All network terminations will be tested and certified using a Fluke Versiv 8000 cable analyzer to meet or exceed manufacturer specifications. Test results and as-built drawings will be submitted upon completion of project.
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- Excludes coring, concrete cutting or floor penetrations.
- Work will be performed during normal business hours of Monday-Friday 7:00am-5:00pm. Additional rates may apply for afterhours scheduling.
- Work will be scheduled with the general contractor based on job progression.

PROJECT PRICING

Network Cabling Materials..... \$6,520.39

Network Cabling Labor..... \$12,386.01

Fire Station Alerting System Materials \$4849.60

Fire Station Alerting System Labor..... \$18,300.00

Total Project Price..... \$42,056.00

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Consideration and possible action to approve a Resolution **granting a license to encroach** for the **placement of certain landscape features and signage** in the **right of way of Wolf Ranch Parkway** adjacent to the planned Wolf Ranch Section 1b; and to authorize the Director of Planning to execute that amended license -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:

Hillwood, the developer of the Wolf Ranch Neighborhood, has requested a license to encroach to install improvements in the right of way of Wolf Ranch Parkway, adjacent to Phase 1b of their development.

The improvements would be installed in the median, to provide an aesthetic enhancement to the roadway and surrounding area, and include drill stem pipe and rough cut limestone blocks arranged in various patterns. The improvements would also include a way finding sign in conformance with the signage plan previously approved by Council. The drill stem pipe will be installed with a breakaway capability, for safety. The sign has been reviewed by staff for conformance with the City's standards under the code.

This item was previously approved in Resolution 092419-Q; however, the design for the breakaway system was determined not to operate as desired. This item would replace the previous specification with a new design that will operate as desired. The previously approved license was not issued. This item would replace the previously approved license.

Staff recommends approval of this item.
Project No. 2015-5-LIC

FINANCIAL IMPACT:

N/A. Licensee will be responsible for maintenance and installation costs.

SUBMITTED BY:

Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Resolution Package 2
New Specification

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN
MAKING CERTAIN DETERMINATIONS AND AUTHORIZING THE
PLANNING DIRECTOR TO EXECUTE A REVOCABLE LICENSE
AGREEMENT PERTAINING TO THE ENCROACHMENT OF LANDSCAPE
FEATURES AND SIGNAGE INTO THE RIGHT OF WAY OF WOLF RANCH
PARKWAY, ADJACENT TO WOLF RANCH SECTION 1B SOUTH OF SH-29.**

WHEREAS, the City of Georgetown (the City) owns real property which is the right of way of Wolf Ranch Parkway; and

WHEREAS, the City has received a request to allow the encroachment into the right of way to allow the construction and installation of landscape features, including drill stem pipe, limestone blocks, and a monument sign, to be placed in the median of Wolf Ranch Parkway, utilizing an area and built to the specifications depicted and described in Exhibit "A", attached hereto (License Area); and,

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

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

SECTION 1. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

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

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

~Signatures on Following Page~

Resolution No. _____

Description: License, WR Pkwy Landscape Features/Sign, 2019-5-LIC (2)

Date Approved: _____

RESOLVED this _____ day of _____, 2020

CITY OF GEORGETOWN

ATTEST:

By: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

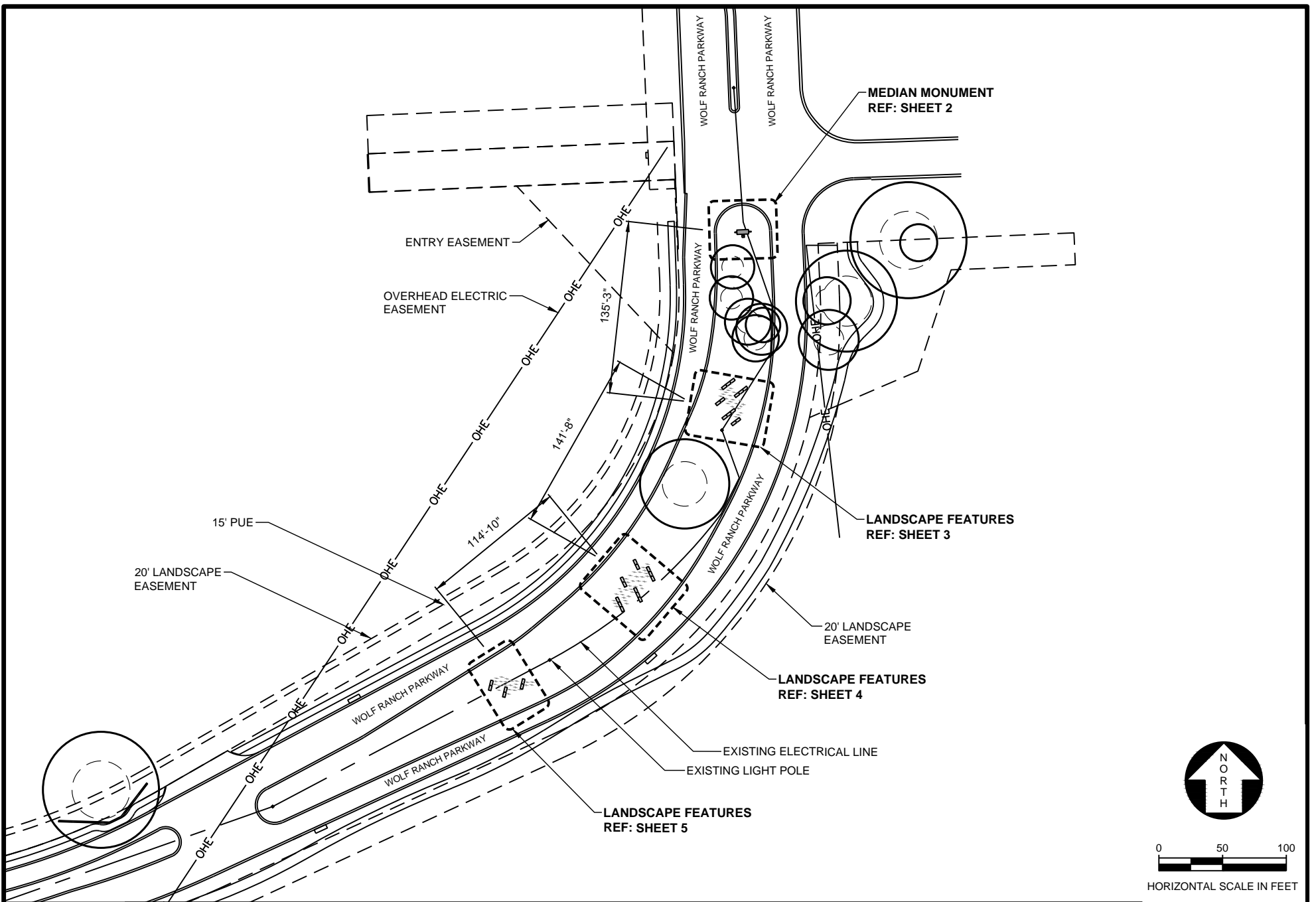
APPROVED AS TO FORM:

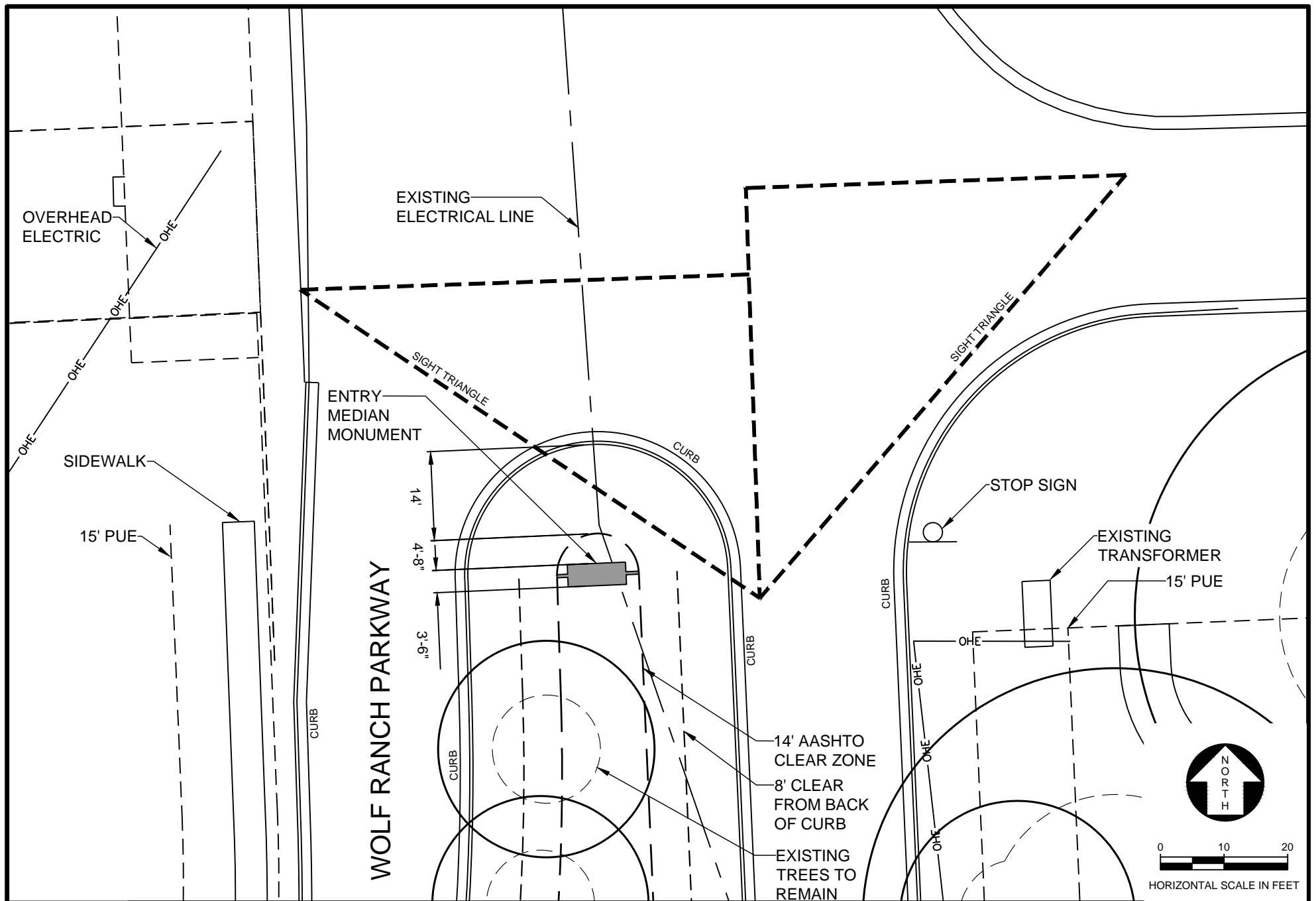
Charlie McNabb, City Attorney

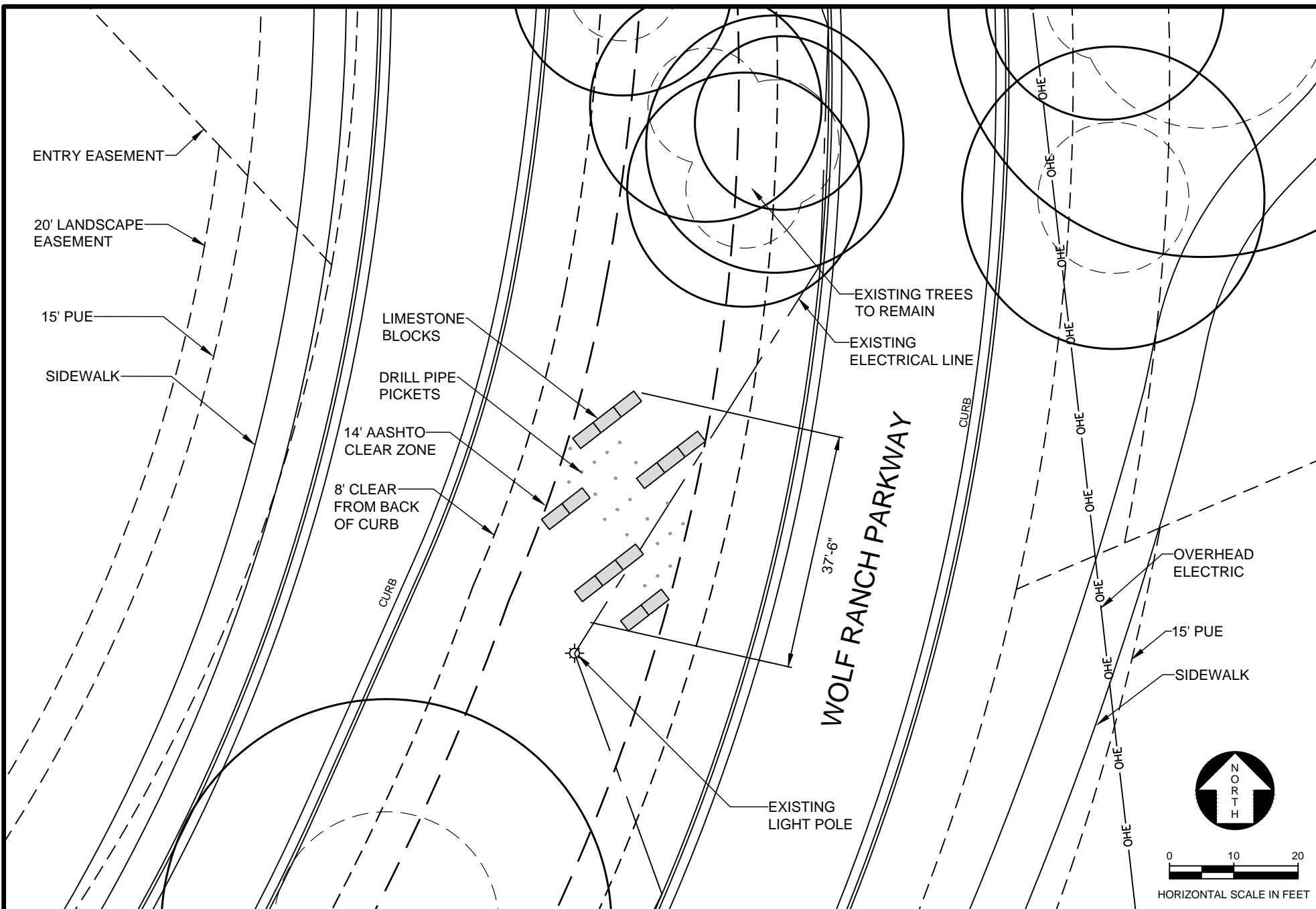
Resolution No. _____

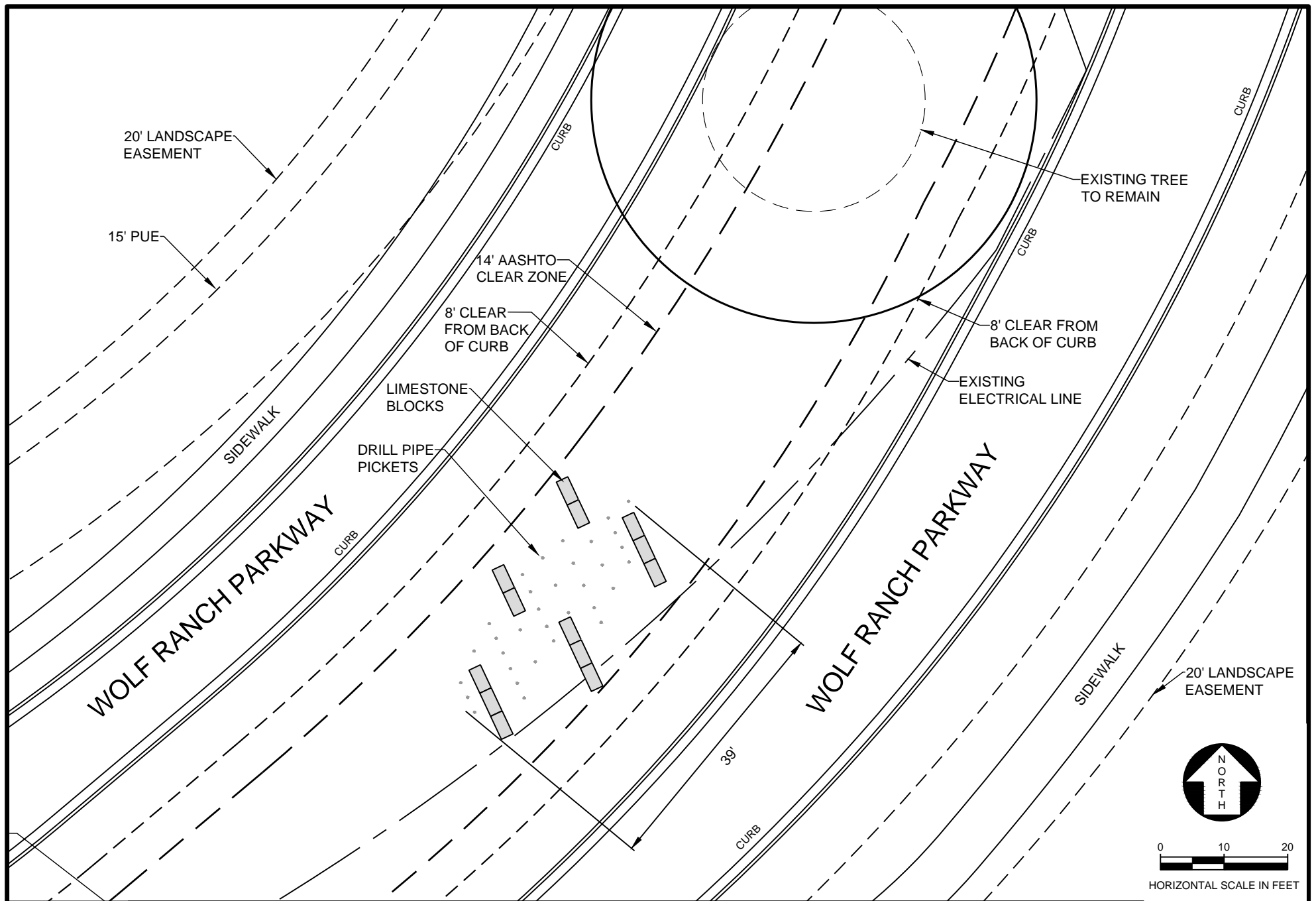
Description: License, WR Pkwy Landscape Features/Sign, 2019-5-LIC (2)

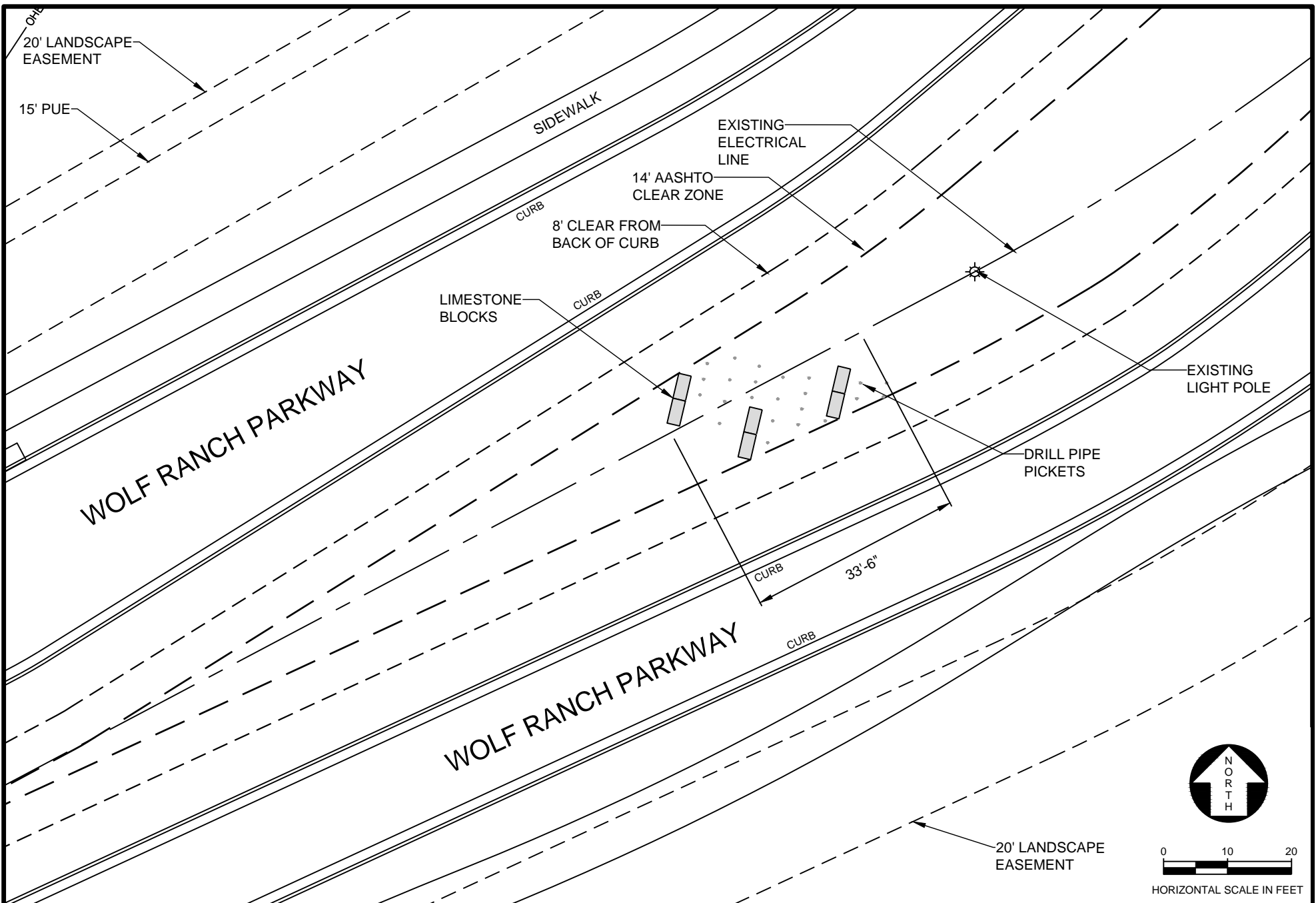
Date Approved: _____

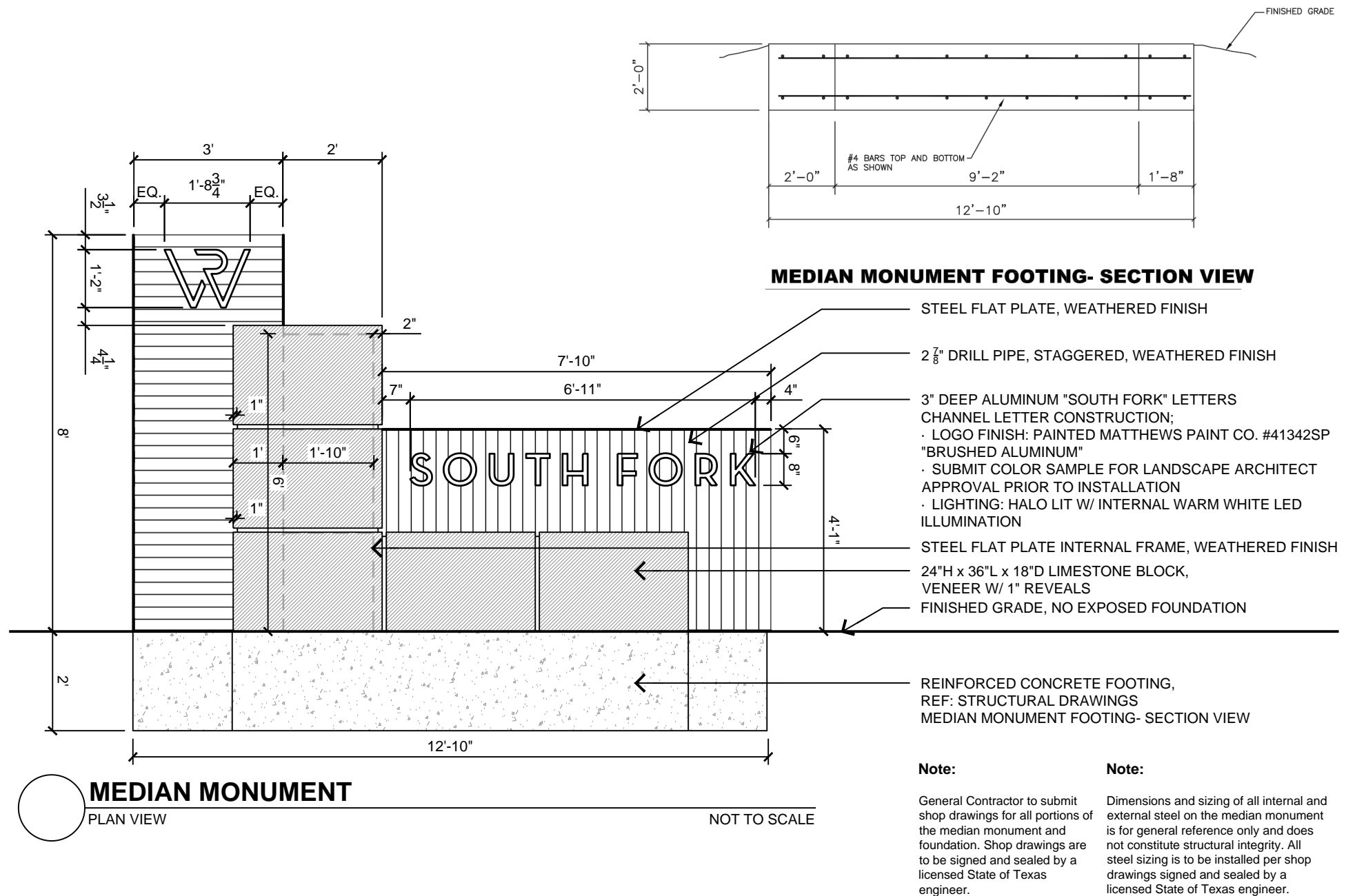


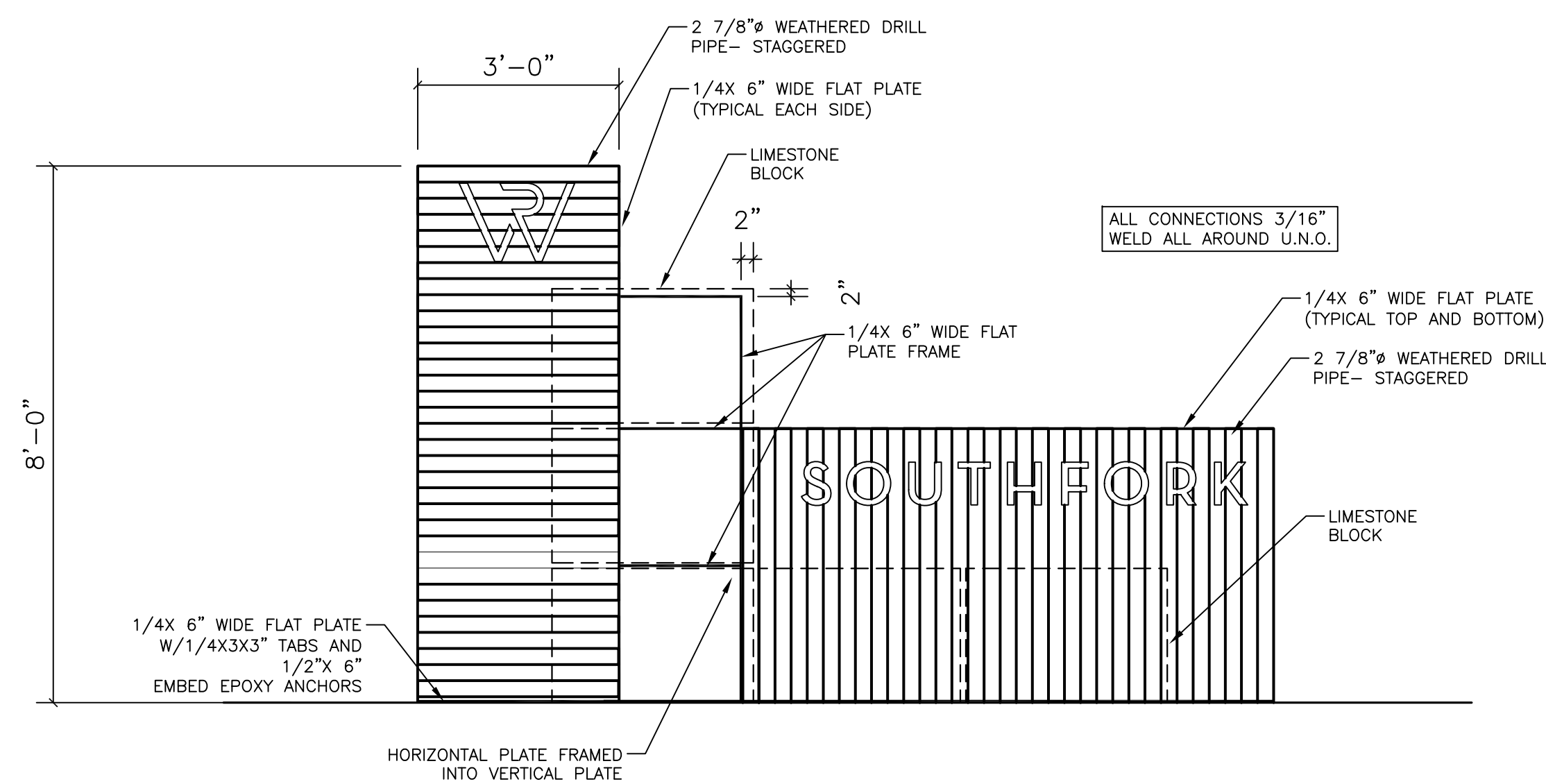
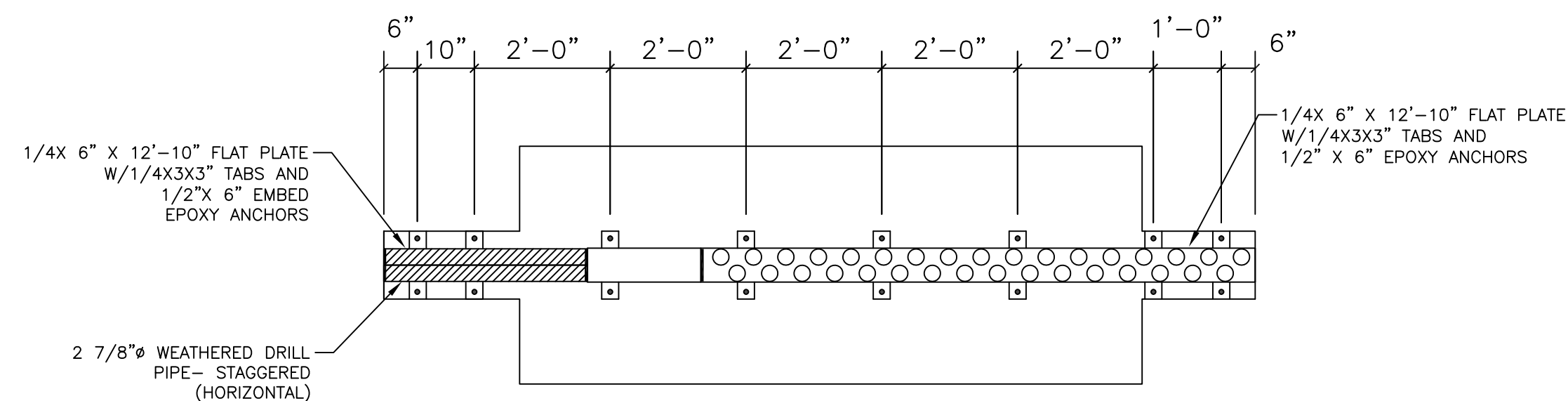
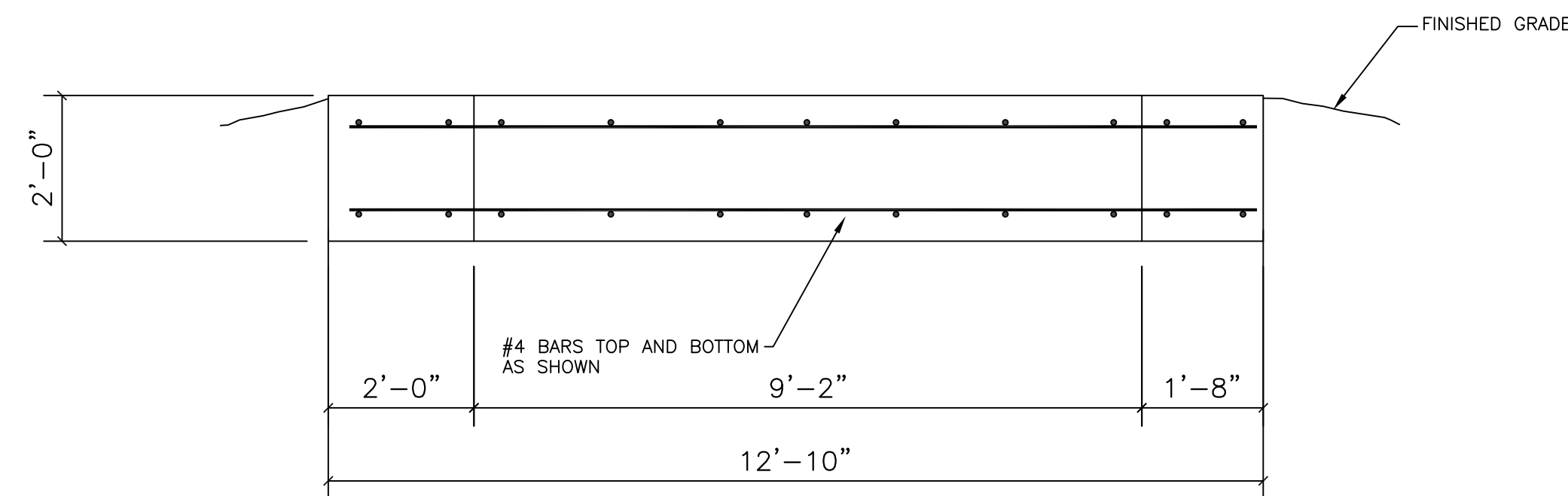
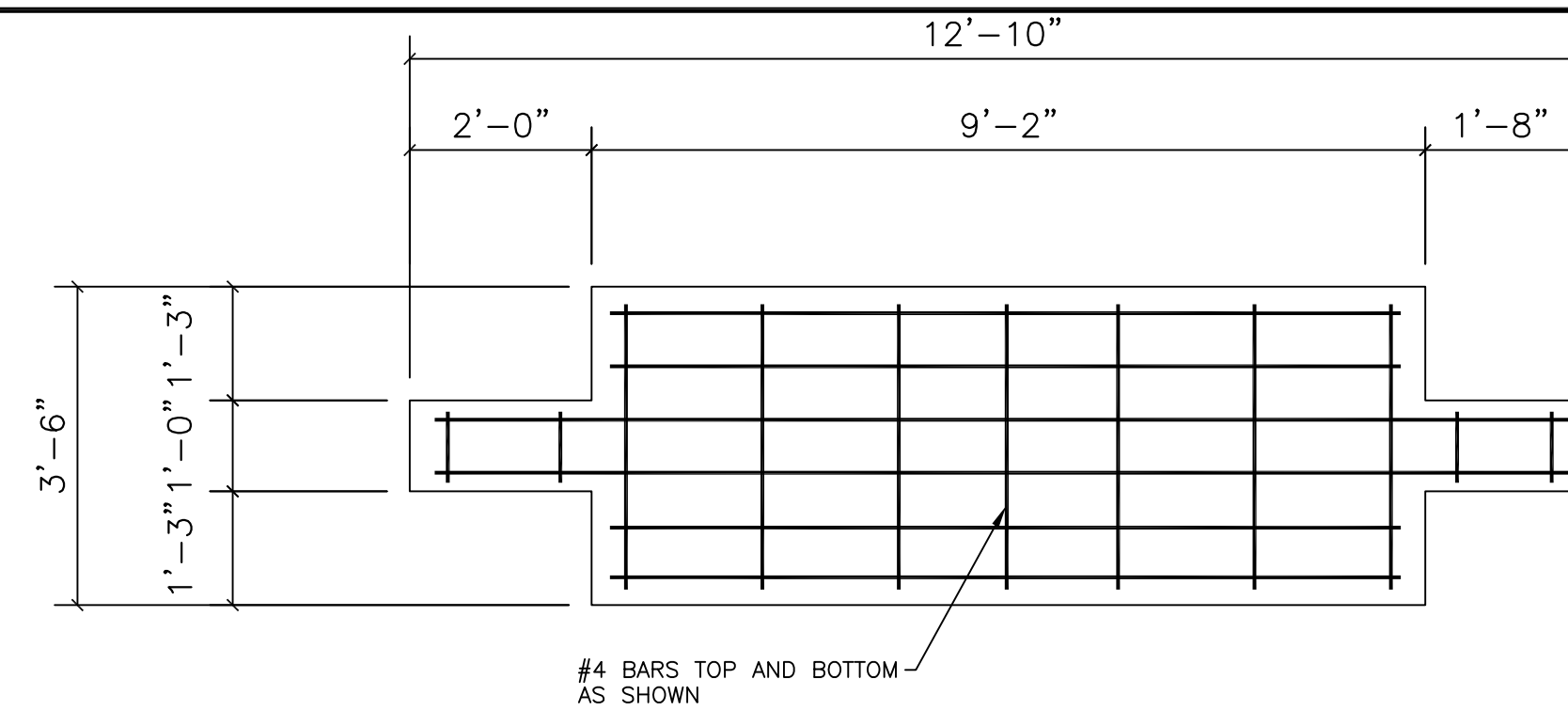
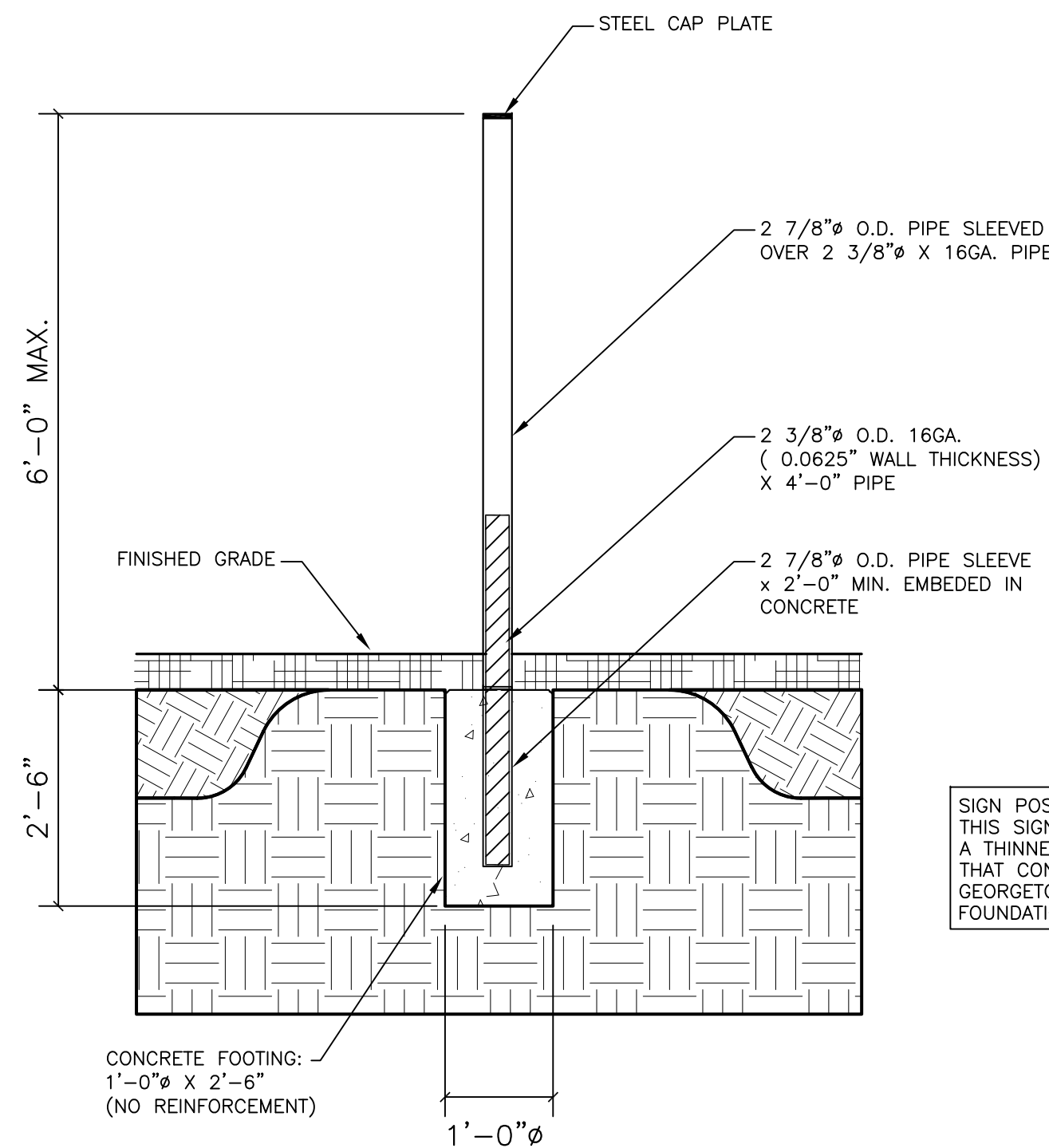












GENERAL:

1. THE LATEST A.C.I. CODE HAVE BEEN USED IN ESTABLISHING THE DESIGN REQUIREMENTS FOR THIS DESIGN. HARDSCAPE FEATURES CONSTRUCTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS WILL GENERALLY MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE INTERNATIONAL RESIDENTIAL CODE AND STANDARDS OF GOOD ENGINEERING PRACTICE.

2. DO NOT SCALE PLAN. CONTACT ENGINEER FOR CLARIFICATIONS.

STRUCTURAL STEEL:

STANDARD STEEL SPECIFICATIONS AND CODES:

STRUCTURAL STEEL DESIGN, FABRICATION AND CONSTRUCTION GOVERNED BY ASD SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS; SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS; AND CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES.

MATERIAL:

1. ALL HOT ROLLED STRUCTURAL STEEL PLATES, SHAPES AND BARS SHALL BE NEW STEEL CONFORMING TO ASTM A6-98A.

2. UNLESS NOTED OTHERWISE ON THESE DRAWINGS, STRUCTURAL STEEL SHALL BE AS FOLLOWS:

W-SHAPES: ASTM A992
C-SHAPES: ASTM A36
L-SHAPES: ASTM A36
HSS-SHAPES: ASTM A500, $F_y = 46$ KSI
TS-SHAPES: ASTM A500, $F_y = 46$ KSI

3. ALL CONNECTION MATERIAL INCLUDING BEARING PLATES, GUSSET PLATES, STIFFENER PLATES, ANGLES, ETC.: ASTM A36 (UNLESS HIGHER GRADE IS REQUIRED BY STRENGTH)

CONNECTIONS:

1. SEE TYPICAL DETAILS ON DRAWINGS

STRUCTURAL BOLTS AND THREADED FASTENERS:

1. UNLESS NOTED OTHERWISE, ALL BOLTS IN STRUCTURAL CONNECTIONS SHALL CONFORM TO ASTM A325 TYPE 1.
2. THREADED ROD: ASTM F436 GRADE 50
3. PINS: ASTM A36

WELDING

1. WELDING SHALL CONFORM TO THE AMERICAN WELDING SOCIETY STANDARD D1.1.

2. UNLESS NOTED OTHERWISE, ELECTRODES FOR WELDING SHALL CONFORM TO E70XX (SMAW)

ANCHOR RODS

1. ANCHOR RODS: ASTM F1554 GRADE36

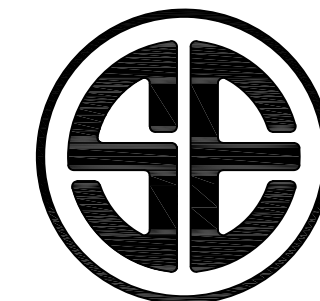
GROUT

1. GROUT: NON-METALLIC, NON-SHRINK GROUT WITH A MINIMUM STRENGTH OF 6000 PSI.

HEADED CONCRETE ANCHORS:

1. HEADED CONCRETE ANCHORS SHALL BE NELSON HEADED CONCRETE ANCHORS (OR APPROVED EQUAL), AND SHALL CONFORM TO ASTM A108, GRADES C-1010 THROUGH C-1020.

2. ANCHORS SHALL BE AUTOMATICALLY END WELDED WITH SUITABLE STUD WELDING EQUIPMENT IN THE SHOP OR IN THE FIELD. WELDING SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE NELSON STUD WELDING COMPANY.



**Synergetic
Engineering**
Firm #: F-5329 P.L.L.C.

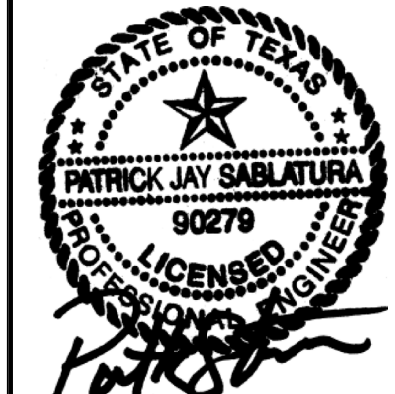
**Complete Structural
Design Services**

11509 Autumn Ridge Drive
Austin, Texas 78759

(T) (512) 845-2760

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11-12-19

WOLF RANCH PHASE 1B MEDIAN

MEDIAN MONUMENT SIGN & DETAILS

2300 WOLF RANCH PARKWAY

GEORGETOWN, TEXAS

Rev	08-26-19
01	11-08-19
02	11-12-19

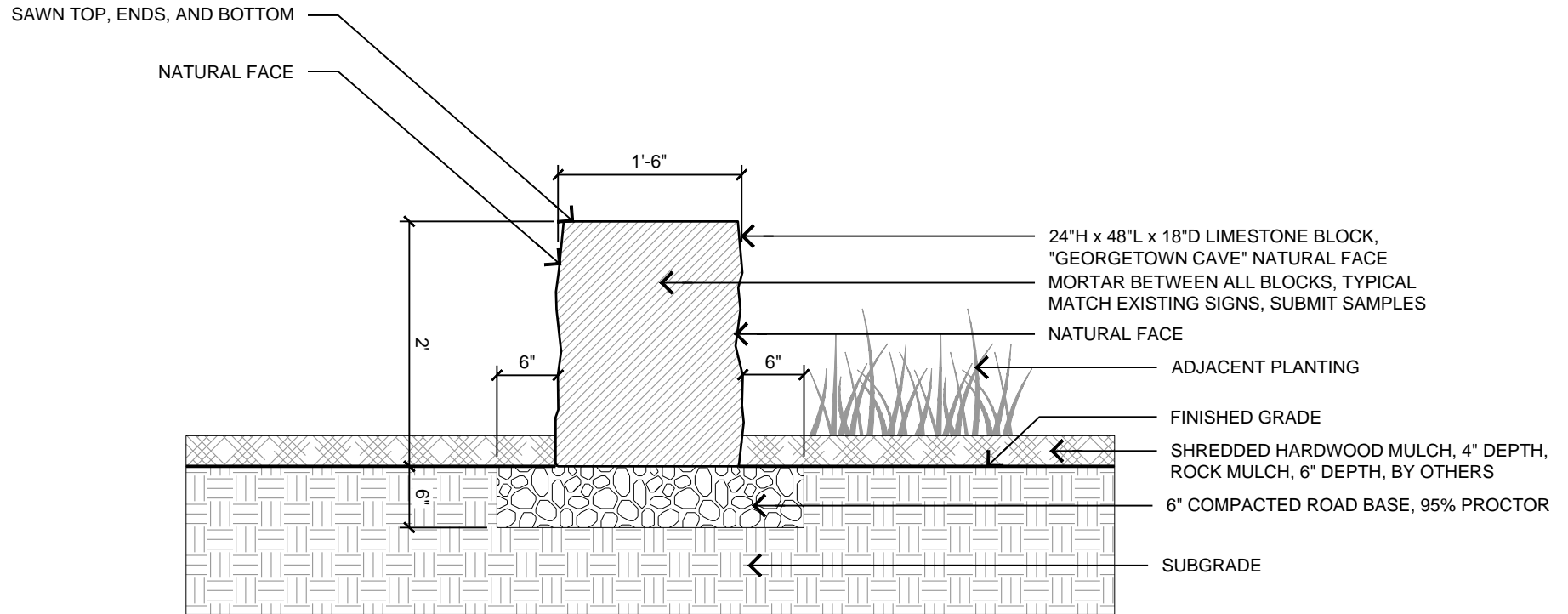
SIGN PLANS & DETAILS

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REFERENCE PLAN

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NOT TO SCALE

REVOCABLE LICENSE AGREEMENT

THE STATE OF TEXAS

*

*

KNOW ALL MEN BY THESE PRESENTS:

*

COUNTY OF WILLIAMSON

This is a Revocable License Agreement by and between the City of Georgetown, a Texas home-rule municipal corporation (hereinafter referred to as "LICENSOR"), and H4WR Phase 4, LLC, a Texas limited liability company, whose address is 3000 Turtle Creek Blvd., Dallas, Dallas County, Texas 75219 (hereinafter referred to as "LICENSEE"). LICENSOR hereby grants a license to the said LICENSEE, for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, to permit various improvements including drill stem pipe, limestone blocks, and a monument sign, to encroach into the right of way of Wolf Ranch Parkway, to be installed in the locations and to the specifications as shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (hereinafter referred to as Licensed Area), owned and occupied by the City of Georgetown, Williamson County, Texas, but such improvements shall at all times not be in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, improvements and other property, and subject to the following terms and conditions:

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

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

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

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

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

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

If any person or the owner of land abutting a public street, roadway, sidewalk or easement or the City's right-of-way reveals by his application for a building permit or other authorization of the City that any new, remodeling or renovating construction is desired to be made within any part of a public street, roadway, sidewalk or easement or the City's right-of-way, the requested revocable license will be reviewed for compliance with the terms and provisions of Chapter 12.09 of the Code of Ordinances, and in addition, be subject to the following conditions:

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

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

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

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

SIGNED and Agreed to on this _____ day of _____, 20__.

LICENSOR:
City of Georgetown

LICENSEE:
H4WR Phase 4, LLC

By: _____
Sofia Nelson, Director,
Planning Department

By: _____
Print: _____
Title: _____

APPROVED AS TO FORM:

_____, Assistant City Attorney

ACKNOWLEDGMENT

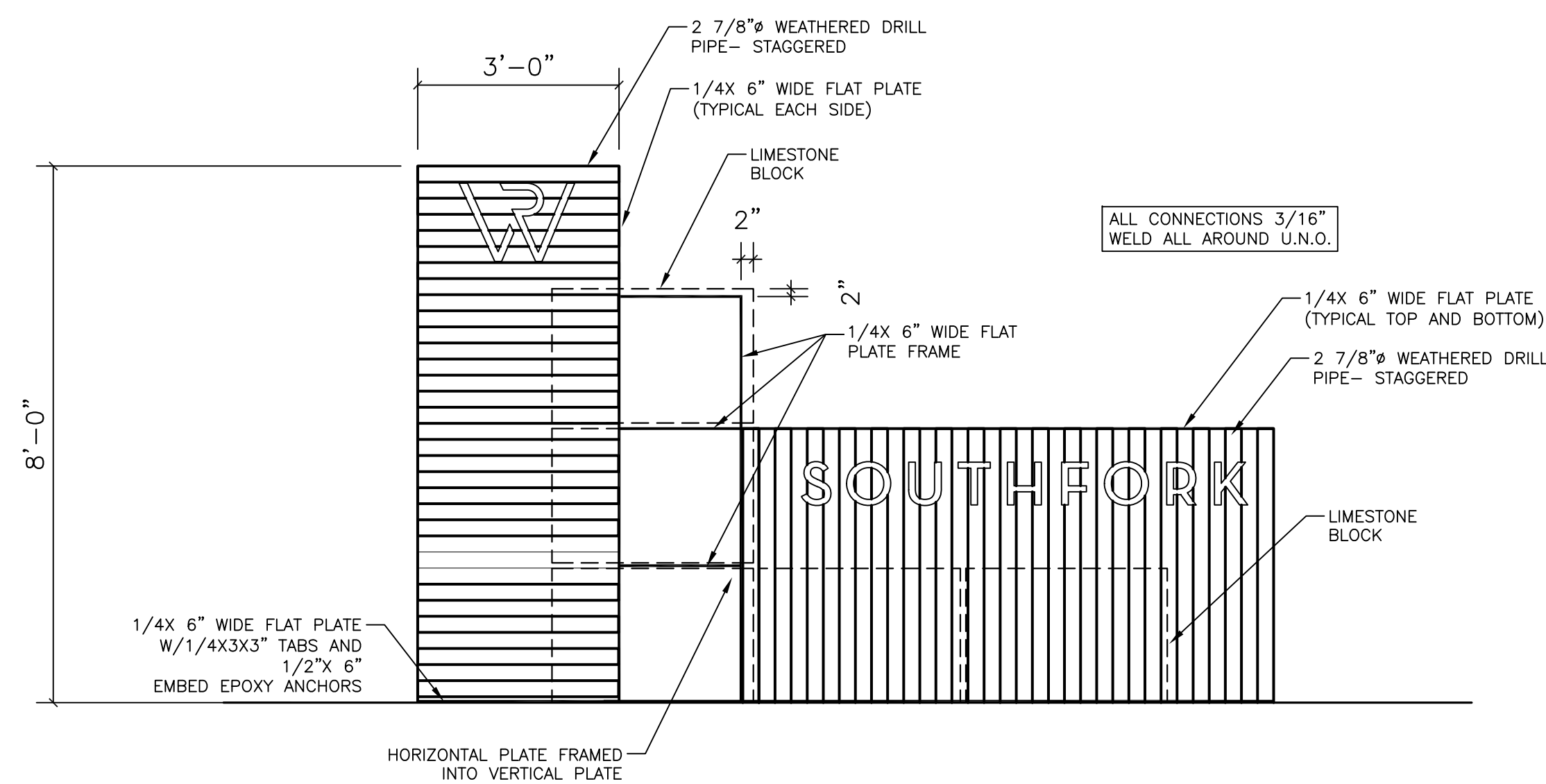
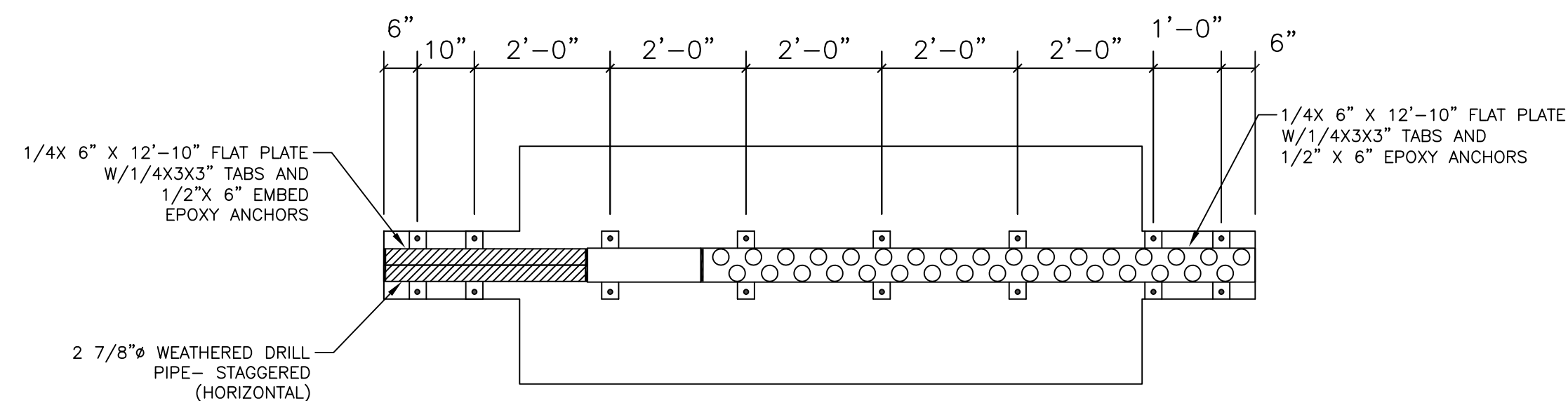
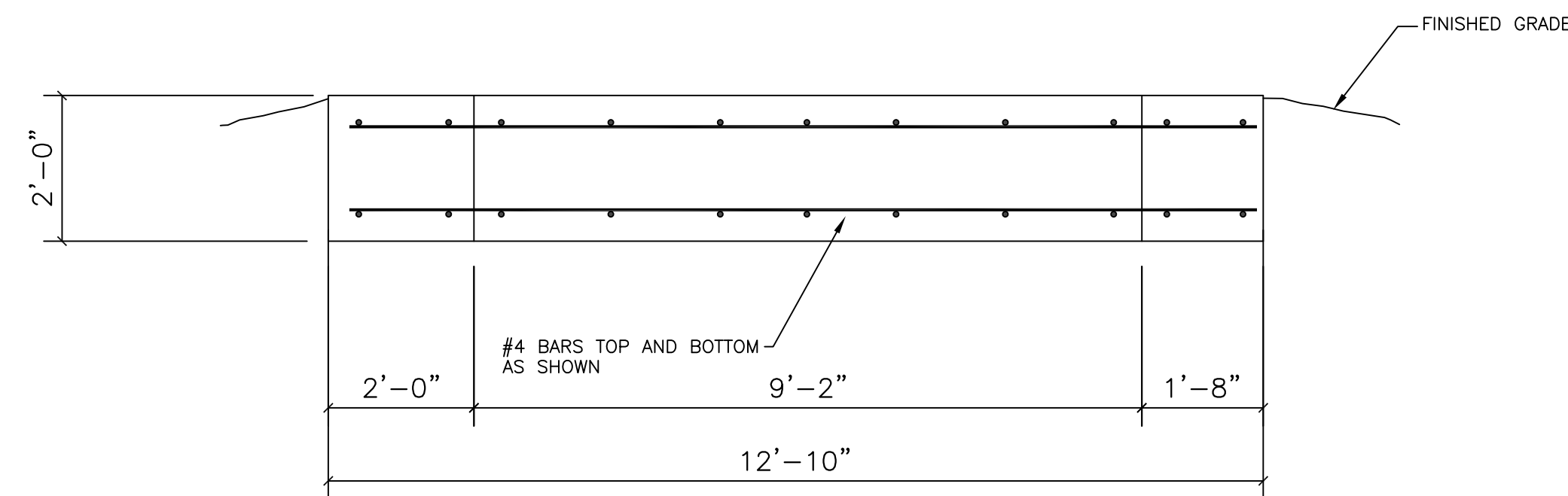
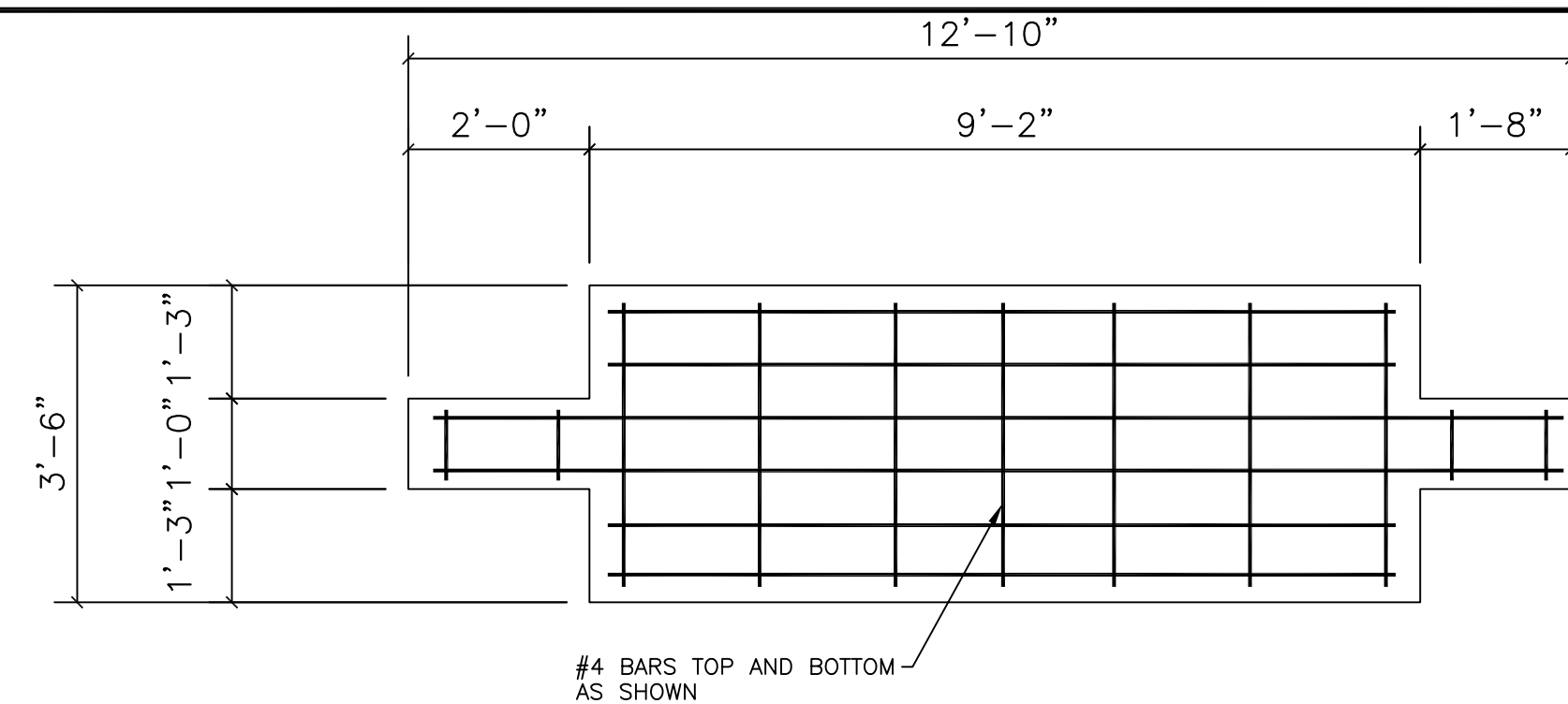
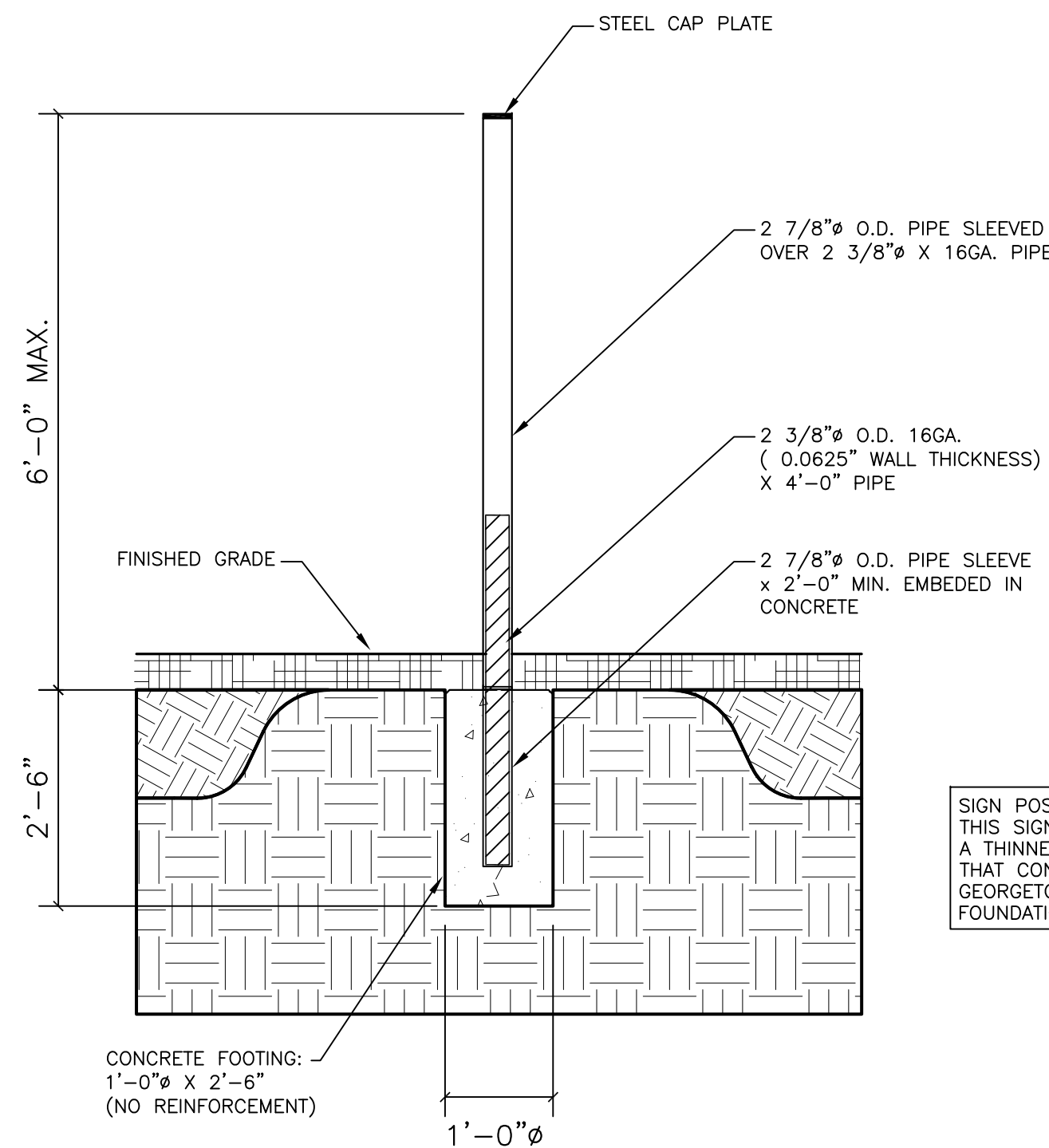
Notary Public, State of Texas

ACKNOWLEDGMENT

Notary Public, State of Texas

[Exhibit “A” to Revocable License]

Exhibit “A” to the Revocable License is heretofore attached as Exhibit "A" to the foregoing Resolution and will be attached accordingly to the original Revocable License prior to execution and recording.



GENERAL:

1. THE LATEST A.C.I. CODE HAVE BEEN USED IN ESTABLISHING THE DESIGN REQUIREMENTS FOR THIS DESIGN. HARDSCAPE FEATURES CONSTRUCTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS WILL GENERALLY MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE INTERNATIONAL RESIDENTIAL CODE AND STANDARDS OF GOOD ENGINEERING PRACTICE.

2. DO NOT SCALE PLAN. CONTACT ENGINEER FOR CLARIFICATIONS.

STRUCTURAL STEEL:

STANDARD STEEL SPECIFICATIONS AND CODES:

STRUCTURAL STEEL DESIGN, FABRICATION AND CONSTRUCTION
GOVERNED BY ASD SPECIFICATION FOR STRUCTURAL STEEL
BUILDINGS; SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM
A325 OR A490 BOLTS; AND CODE OF STANDARD PRACTICE FOR
STEEL BUILDINGS AND BRIDGES.

MATERIAL:

1. ALL HOT ROLLED STRUCTURAL STEEL PLATES, SHAPES AND BARS SHALL BE NEW STEEL CONFORMING TO ASTM A6-98A.

2. UNLESS NOTED OTHERWISE ON THESE DRAWINGS, STRUCTURAL STEEL SHALL BE AS FOLLOWS:

W-SHAPES: ASTM A992
C-SHAPES: ASTM A36
L-SHAPES: ASTM A36
HSS-SHAPES: ASTM A500, $F_y = 46$ KSI
TS-SHAPES: ASTM A500, $F_y = 46$ KSI

3. ALL CONNECTION MATERIAL INCLUDING BEARING PLATES, GUSSET PLATES, STIFFENER PLATES, ANGLES, ETC.: ASTM A36 (UNLESS HIGHER GRADE IS REQUIRED BY STRENGTH)

CONNECTIONS:

1. SEE TYPICAL DETAILS ON DRAWINGS

STRUCTURAL BOLTS AND THREADED FASTENERS:

1. UNLESS NOTED OTHERWISE, ALL BOLTS IN STRUCTURAL CONNECTIONS SHALL CONFORM TO ASTM A325 TYPE 1.
2. THREADED ROD: ASTM F436 GRADE 50
3. PINS: ASTM A36

WELDING

1. WELDING SHALL CONFORM TO THE AMERICAN WELDING SOCIETY STANDARD D1.1.

2. UNLESS NOTED OTHERWISE, ELECTRODES FOR WELDING SHALL CONFORM TO E70XX (SMAW)

ANCHOR RODS

1. ANCHOR RODS: ASTM F1554 GRADE36

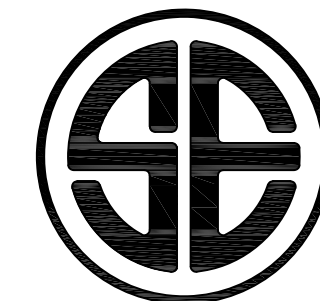
GROUT

1. GROUT: NON-METALLIC, NON-SHRINK GROUT WITH A MINIMUM STRENGTH OF 6000 PSI.

HEADED CONCRETE ANCHORS:

1. HEADED CONCRETE ANCHORS SHALL BE NELSON HEADED CONCRETE ANCHORS (OR APPROVED EQUAL), AND SHALL CONFORM TO ASTM A108, GRADES C-1010 THROUGH C-1020.

2. ANCHORS SHALL BE AUTOMATICALLY END WELDED WITH SUITABLE STUD WELDING EQUIPMENT IN THE SHOP OR IN THE FIELD. WELDING SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE NELSON STUD WELDING COMPANY.



**Synergetic
Engineering**
Firm #: F-5329 P.L.L.C.

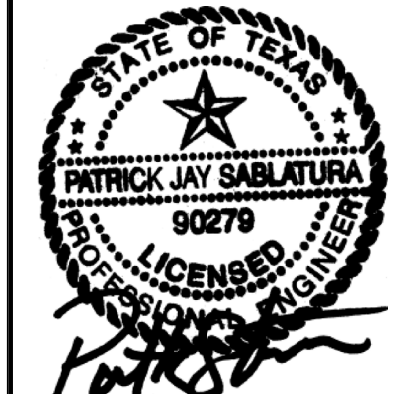
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11-12-19

WOLF RANCH PHASE 1B MEDIAN

MEDIAN MONUMENT SIGN & DETAILS

2300 WOLF RANCH PARKWAY

GEORGETOWN, TEXAS

Rev	08-26-19
01	11-08-19
02	11-12-19

SIGN PLANS & DETAILS

SCALE:
REFERENCE PLAN

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City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Consideration and possible action to approve a Resolution **granting a license to encroach** for a **waterline** and **wastewater line** into City owner property known as the **MoKan Corridor**; and to authorize the Director of Planning to execute the License -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:

The City has received a request from the City of Round Rock to allow construction and operation of a 12" waterline and 10" wastewater line across City of Georgetown's property known as the MoKan Corridor. This property was acquired by the City, and is currently held, in anticipation of the need to facilitate future transportation improvements, and so no City infrastructure currently exists on the property.

These lines would connect two portions of the City of Round Rock's infrastructure network. Staff has reviewed the plans, and the City of Round Rock has made changes requested by staff to minimize future conflicts. The City of Round of Rock's use would be subject to the City's use of the property.

Staff recommends approval of this item.

Project No. 2019-16-LIC

FINANCIAL IMPACT:

N/A. The costs to construct and maintain will be borne by the Licensee.

SUBMITTED BY:

Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Res Pckg

Exhibit

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN
MAKING CERTAIN DETERMINATIONS AND AUTHORIZING THE
PLANNING DIRECTOR TO EXECUTE A REVOCABLE LICENSE
AGREEMENT PERTAINING TO THE ENCROACHMENT OF A WATERLINE
AND A WASTEWATER LINE INTO CITY PROPERTY GENERALLY KNOWN
AS THE MOKAN CORRIDOR, LOCATED SOUTH OF WESTINGHOUSE
ROAD.**

WHEREAS, the City of Georgetown (the City) owns real property which is the former right of way of the MoKan Railroad, and generally known as the MoKan Corridor; and

WHEREAS, the City has received a request from the City of Round Rock, Texas (the Licensee) to allow an encroachment into the City's property to allow the construction, maintenance and operation of a wastewater line and water line, utilizing an area described in Exhibit "A", attached hereto (License Area); and,

WHEREAS; the water line and wastewater line will be generally constructed to the size and alignment as described in the attached Exhibits "A" and,

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

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

SECTION 1. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

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

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

RESOLVED this 14th day of January, 2020.

Resolution No. _____

Description: License, 2019-16-LIC, MoKan CoRR

Date Approved: _____

CITY OF GEORGETOWN

ATTEST:

By: _____
Dale Ross, Mayor

Shelley Nowling, City Secretary

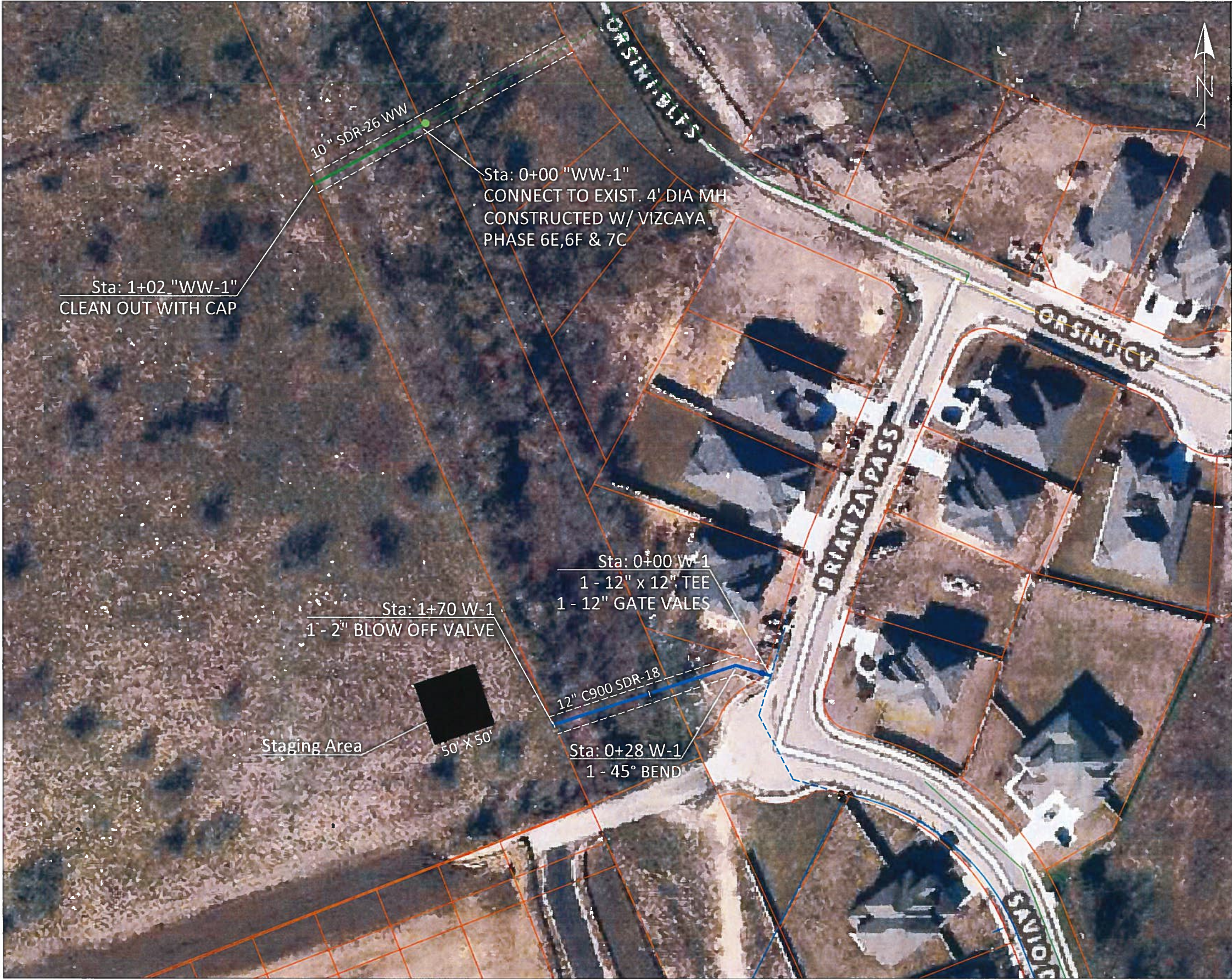
APPROVED AS TO FORM:

Charlie McNabb, City Attorney

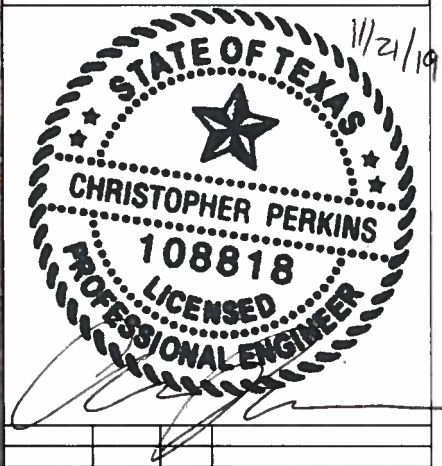
Resolution No. _____

Description: License, 2019-16-LIC, MoKan CoRR

Date Approved: _____



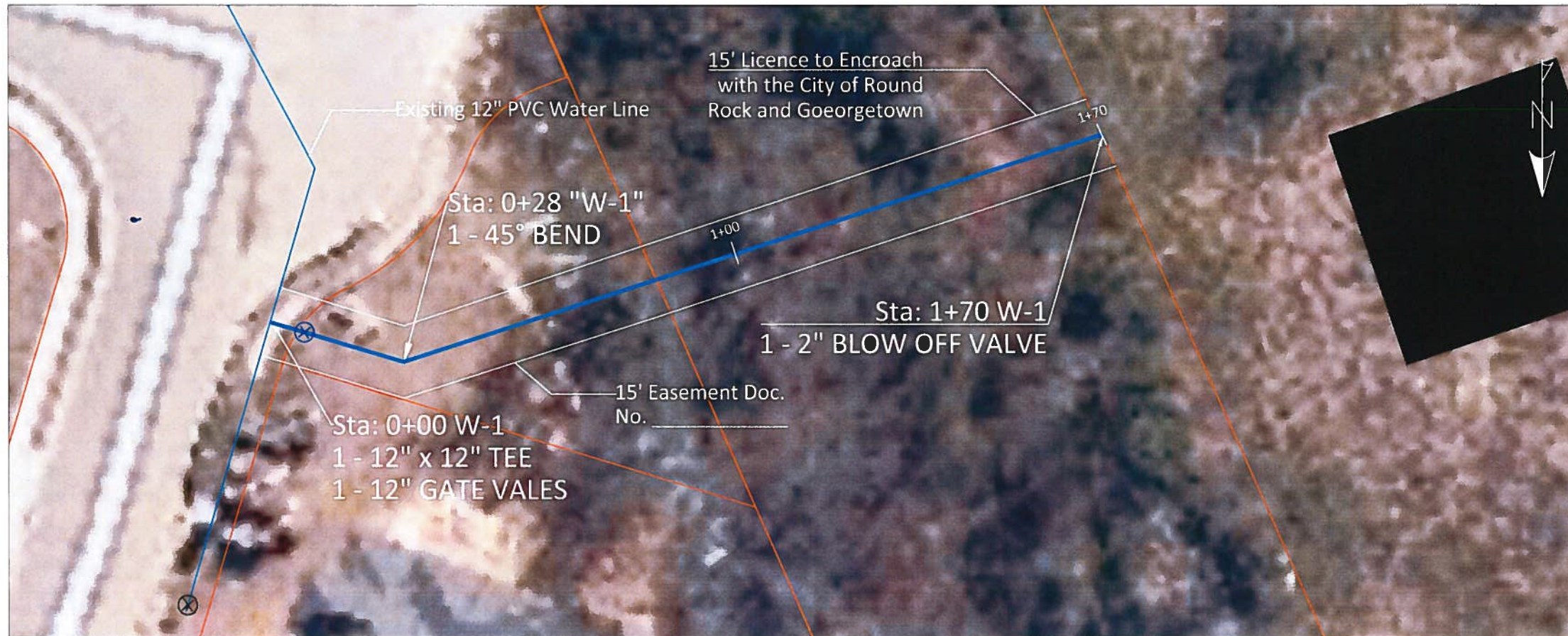
Hickerson Tract Extension
General Notes



NO.	BY	DATE	DESCRIPTION

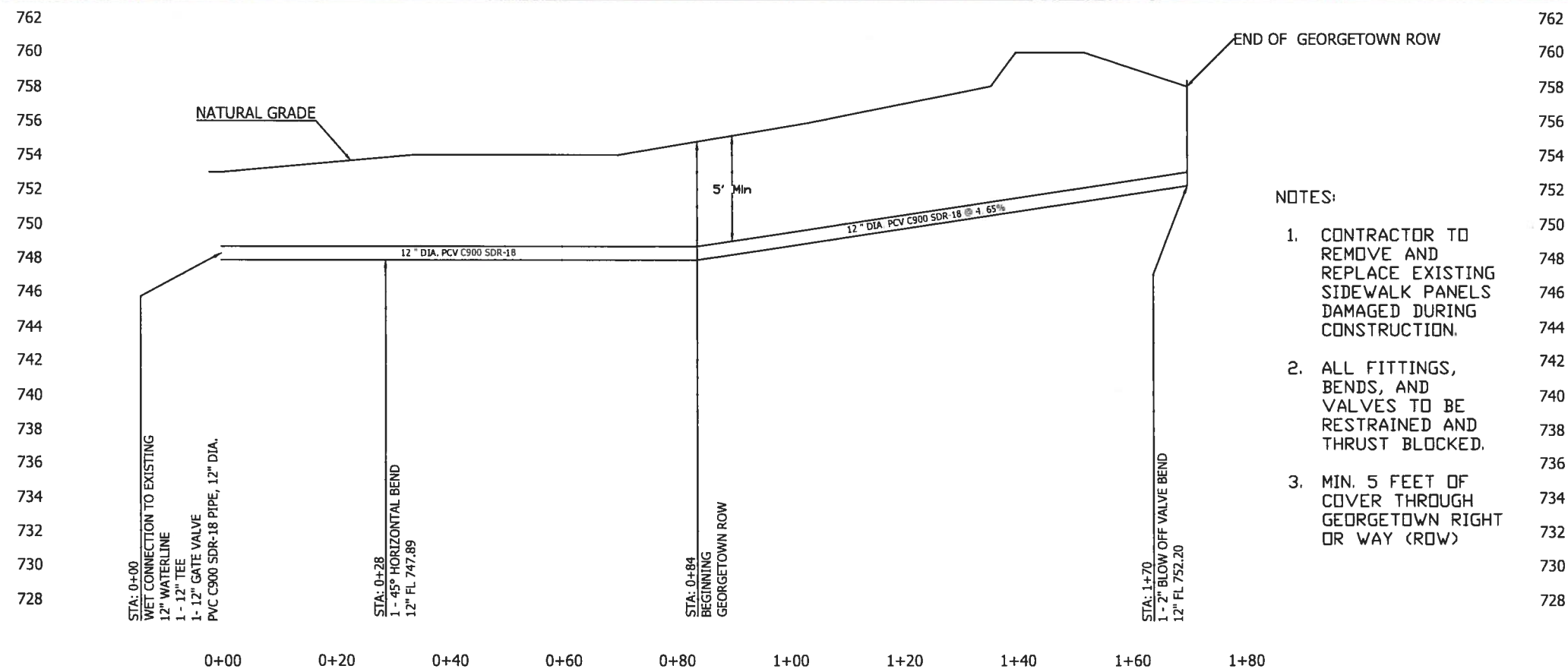
PROJECT: HICKERSONTRACTSTUB
FILE NAME: HICKERSONTRACTSTUB
DATE: 8/5/2019
DRAWN BY: JUANMARTINEZ
APPROVED BY: CHRIS PERKINS



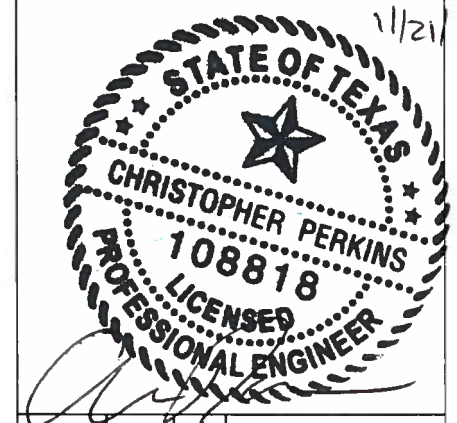


Hickerson Tract Extension

General Notes

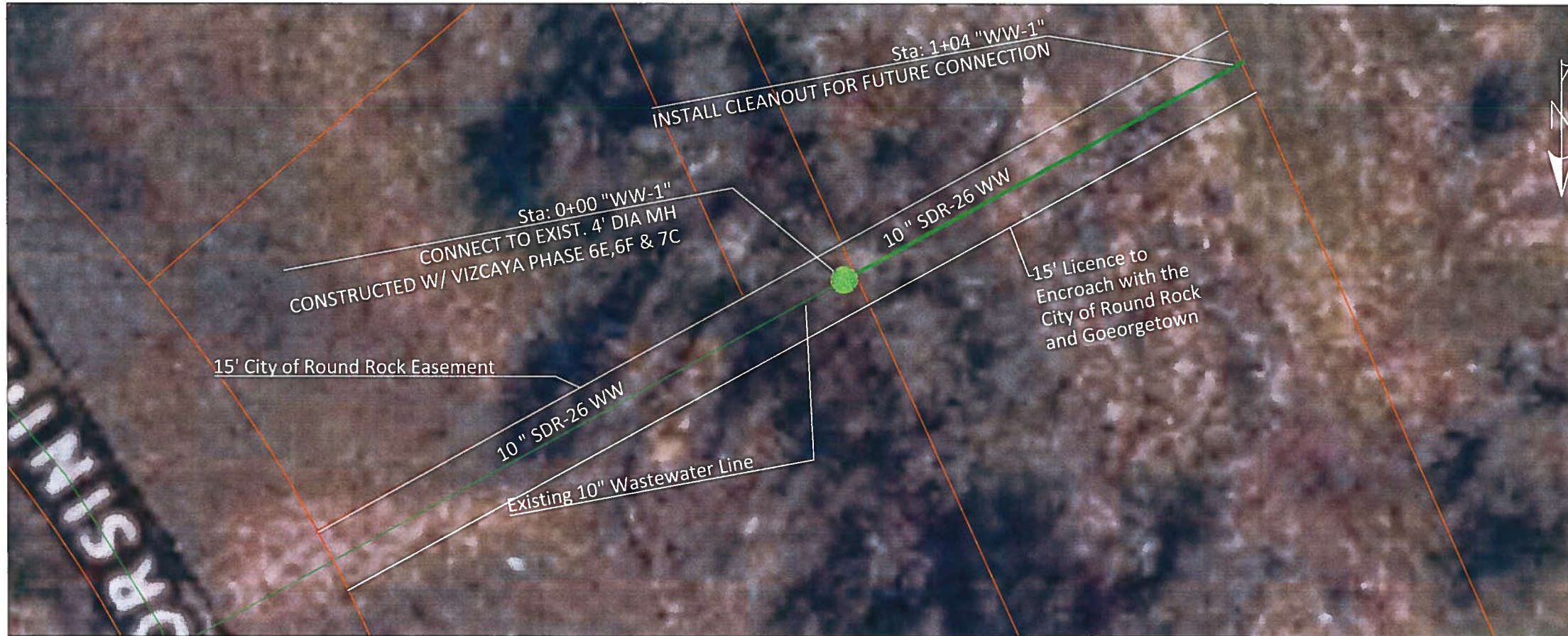


- NOTES:
1. CONTRACTOR TO REMOVE AND REPLACE EXISTING SIDEWALK PANELS DAMAGED DURING CONSTRUCTION.
 2. ALL FITTINGS, BENDS, AND VALVES TO BE RESTRAINED AND THRUST BLOCKED.
 3. MIN. 5 FEET OF COVER THROUGH GEORGETOWN RIGHT OF WAY (ROW)



NO.	BY	DATE	DESCRIPTION





Hickerson Tract Extension

General Notes

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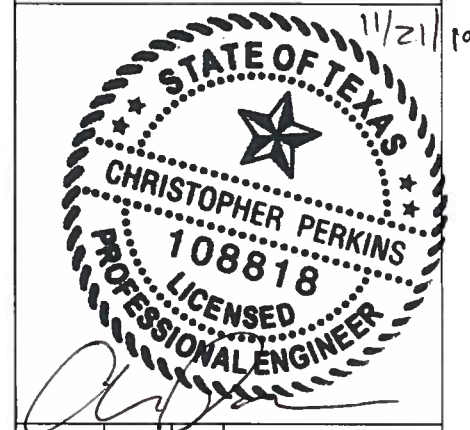
NOTES:

1. CONTRACTOR TO PATCH COATING ON EXISTING MANHOLE AFTER CORING.

NATURAL GRADE



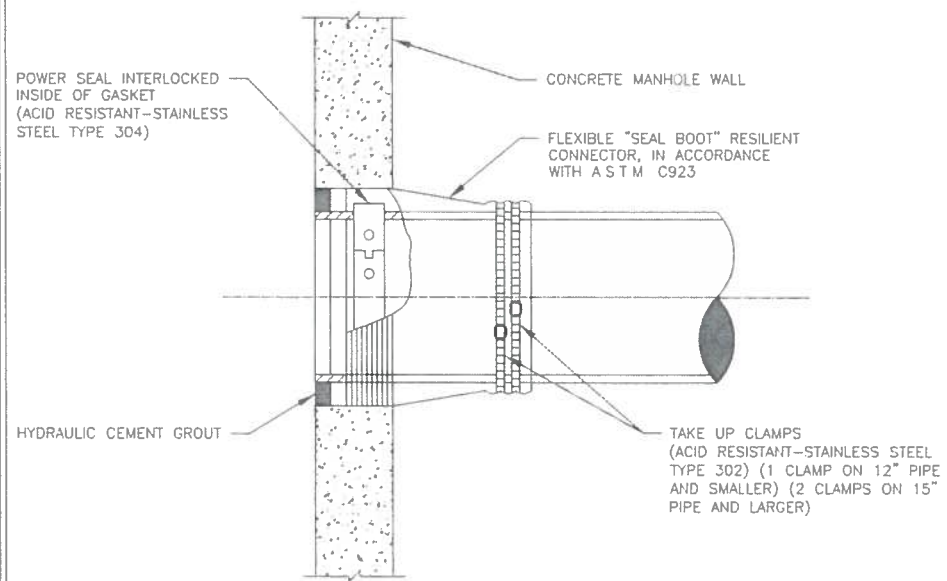
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NO.	BY	DATE	DESCRIPTION

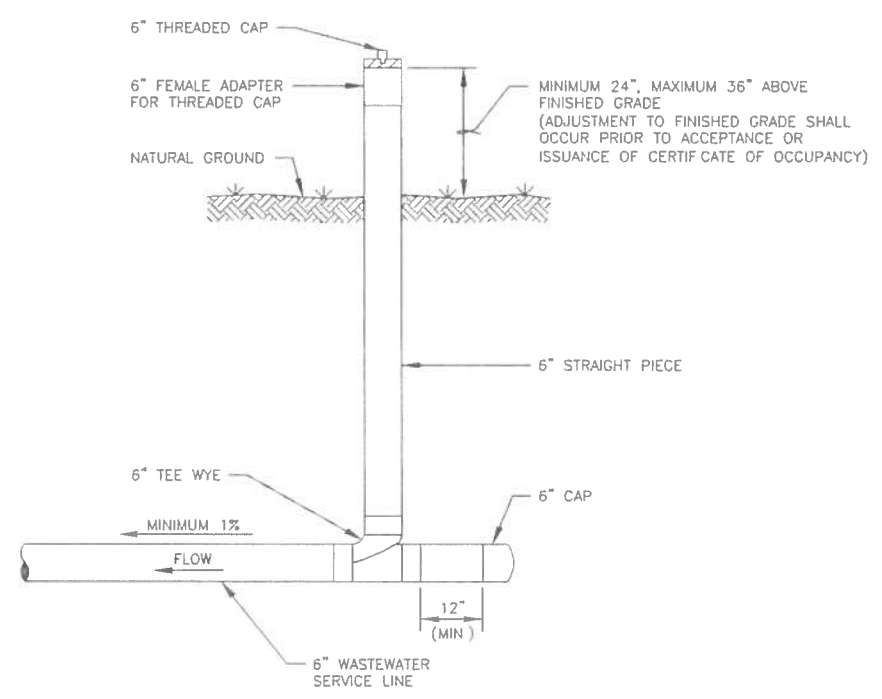


SHEET 5



NOTE:
1. FLEXIBLE "SEAL BOOT" RESILIENT CONNECTOR TO BE A MINIMUM OF 12 INCHES (12") FROM A MANHOLE JOINT

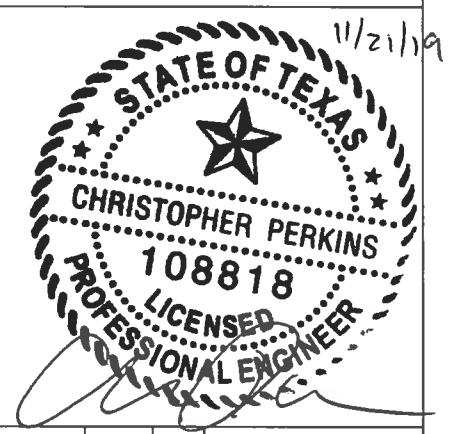
RECORD SIGNED COPY ON FILE AT U&ES DEPARTMENT APPROVED 03-01-18 DATE THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL (NOT TO SCALE)	CITY OF ROUND ROCK FLEXIBLE "SEAL BOOT" RESILIENT CONNECTOR DETAIL 	DRAWING NO WW-10
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NOTES:
1. ALL PIPE TO BE SDR 26.
2. ALL FITTINGS TO BE SDR 35 SOLVENT WELD FITTINGS

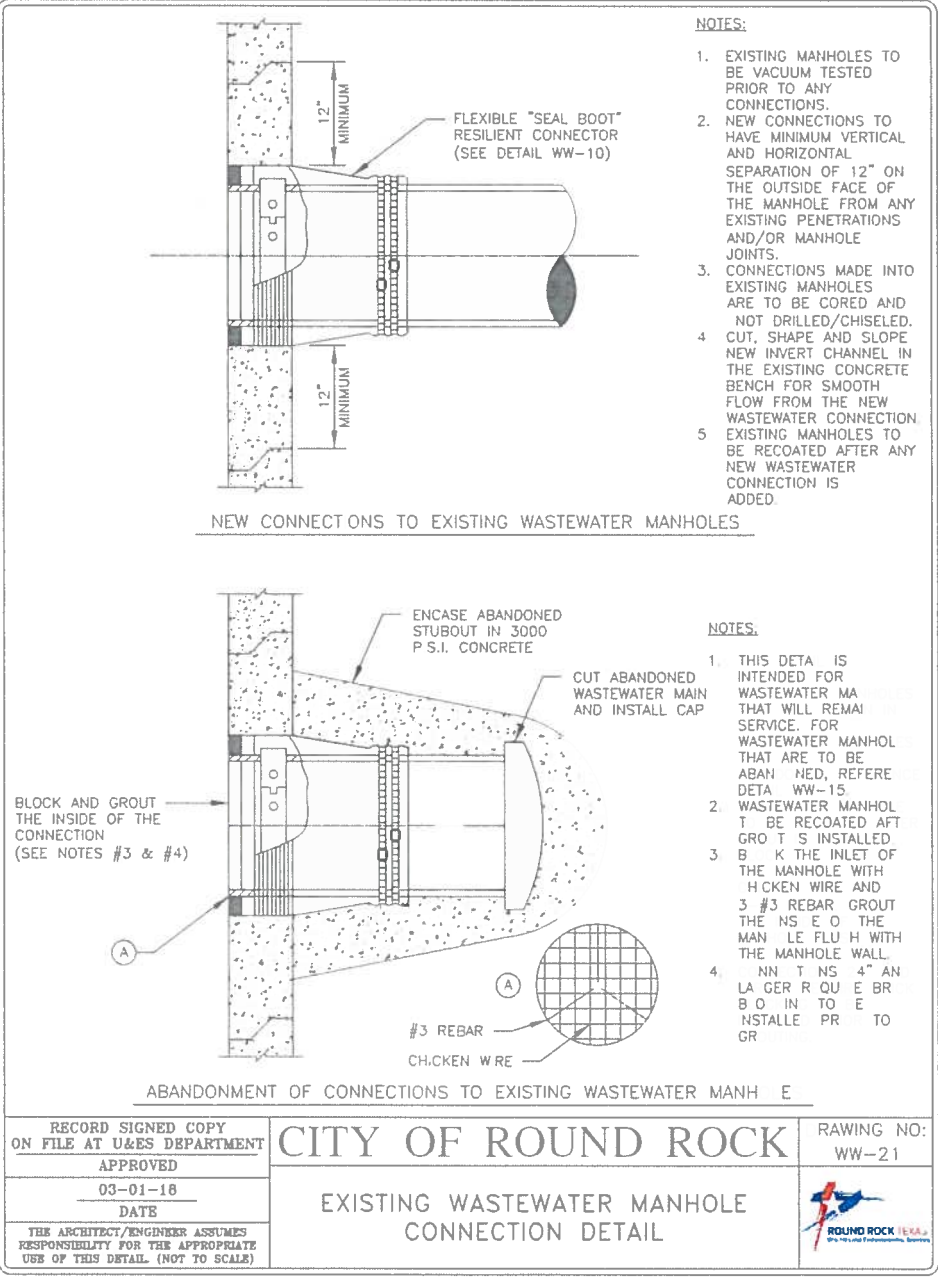
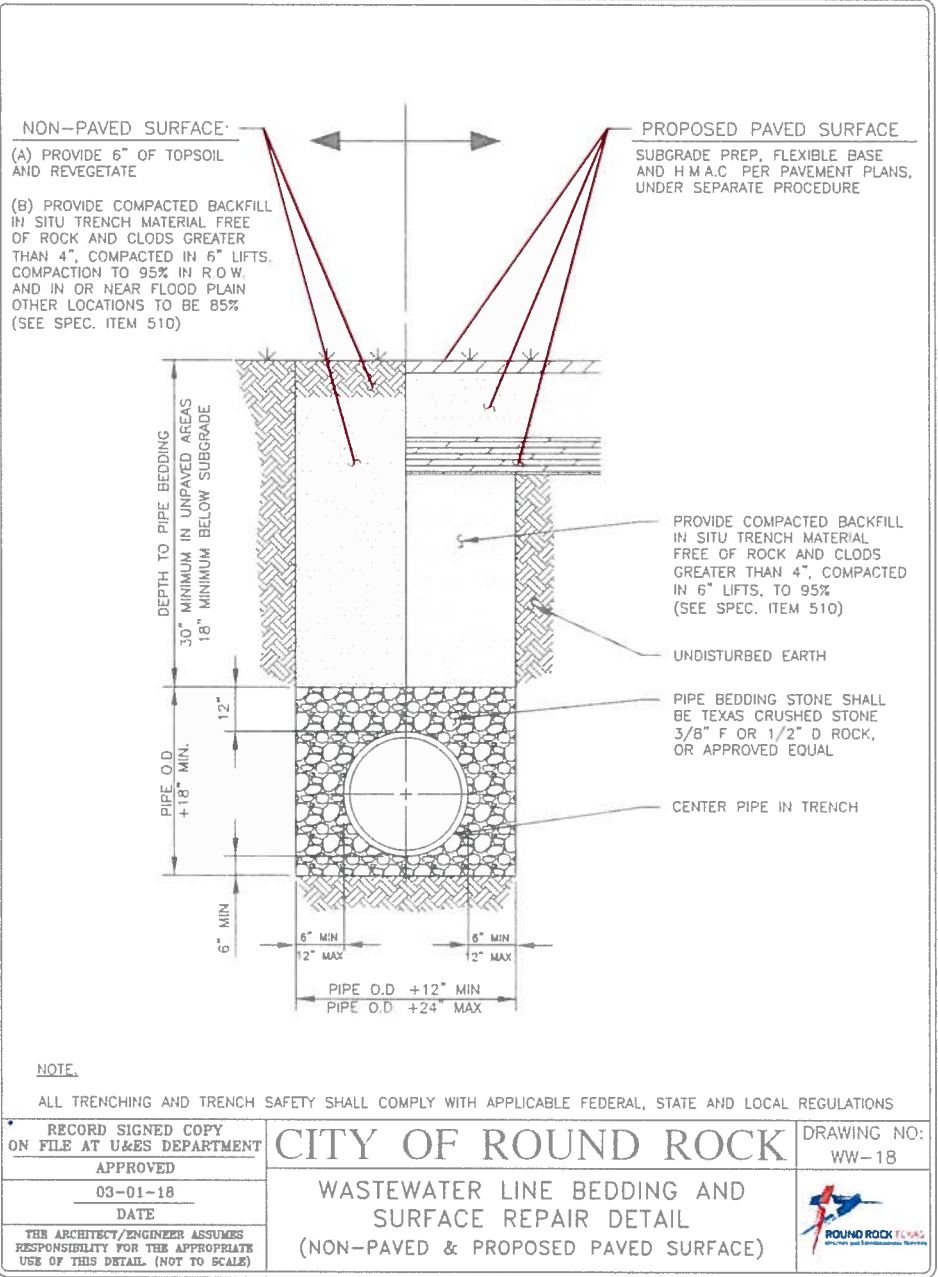
RECORD SIGNED COPY ON FILE AT U&ES DEPARTMENT APPROVED 03-01-18 DATE THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL (NOT TO SCALE)	CITY OF ROUND ROCK WASTEWATER SERVICE CLEAN-OUT DETAIL (NON-PAVED SURFACE) 	DRAWING NO: WW-14
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Hickerson Tract Extension General Notes



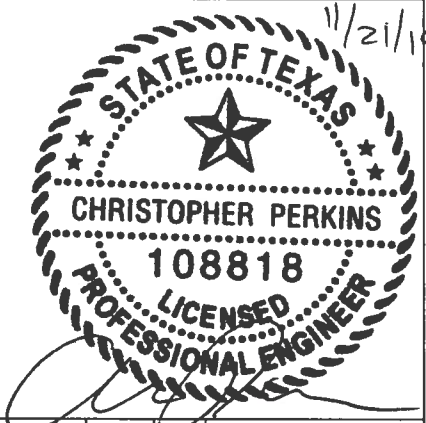
NO.	BY	DATE	DESCRIPTION






Hickerson Tract Extension

General Notes



NO.	BY	DATE	DESCRIPTION
PROJECT			
FILE NAME HICKERSONTRACTSTUB			
DATE 8/5/2019			
DRAWN BY JUANMARTINEZ			
APPROVED BY CHRIS PERKINS			
			
SHEET 7			

*

*

*

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

- C. Upon written consent of the City, acting by and through the Director, the Licensee may, at his sole cost, risk liability and expense including public liability and property damage insurance in the amounts specified in Subsection 12.09.030 D.4 of Code of Ordinances, remove, reroute, reconstruct, lower or raise any existing utility lines, public or private sewer lines, water lines, including storm sewers, pipes or conduits presently located within a public street, roadway, sidewalk or easement or the City's right-of-way, provided that before changing or interfering with any such utility lines as described aforesaid, the Licensee shall notify the respective utility companies and the City, owning or operating the aforesaid utility lines, concerning any and all changes, modifications, rerouting of or any interference whatsoever with the aforesaid utility lines, pipes or conduits. Any necessary changes, modifications, rerouting or interference with the aforesaid utility lines, pipes or conduits shall be done under the direction of the representatives of the respective utility companies or the City, as the case may be.
- D. Licensee shall at all times maintain a current insurance policy which shall provide (1) commercial general liability coverage in an amount not less than a general aggregate amount of \$2,000,000 and \$1,000,000 per occurrence; (2) workers compensation and employers' liability coverage in an amount not less than \$500,000; and, (3) a liquor liability coverage in an amount not less than \$1,000,000. Such policy shall name the City of Georgetown as an additionally insured.
- E. After the completion of any construction within a licensed area under the terms of a revocable license granted hereunder, should the City desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along said streets within its right-of-way, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within said street or right-of-way, which may occur by reason of the existence of said construction, shall be paid to the City by the said Licensee, his assigns, successors and representatives.
- F. Solely as between the City and the Licensee, and not for the benefit of any other person, the Licensee, by acceptance of such revocable license, hereby waives any claim he, or any heirs, successors or assigns might have for damages for loss of lateral support to any other improvements hereby contemplated which loss of lateral support might be occasioned by any improvements which the City, its assigns, grantees, or licensees might install or construct.
- G. The Licensee, or his successors, assigns, or representatives, by the acceptance of such revocable license, agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless solely the City, any of its agencies, and any person, from all liability, cost or damage on account of Licensee's use, occupancy and maintenance of any part of a public street, roadway, sidewalk or easement or the City's right-of-way and the structures and facilities therein or above, including by way of example, but not by way of limitation, any buildings, piers, fences, pools, walls, patios, decks basements, awnings etc. constructed on or above the surface or the subsurface of any public street, sidewalk or right-of-way. This indemnity shall continue in force and effect during the existence of any revocable licenses issued under the provisions of this Chapter.
- H. No transfer or assignment of any revocable license granted under the terms and provisions of this Chapter shall be effective unless and until:
 - 1. The Licensee has, in writing, advised the Director of the name and mailing address of the transferee or assignee; and
 - 2. The transferee or assignee has furnished the Director its written agreement to assume and perform all of the duties, covenants and obligations of the revocable license; and, thereupon, each provision of the revocable license shall be binding upon, and inure to the benefit of, the transferee or assignee of the Licensee.
- I. The breach or violation of any one of the terms, provisions, or conditions set forth in this Chapter shall be sufficient to constitute grounds for the cancellation and forfeiture of the revocable license granted under the authority of Chapter 12.09 of the Code of Ordinances. Any such cancellation and forfeiture may be exercised upon 20 days written notice by the

City to the Licensee, a representative or successor, unless, at the expiration of such time, any such violation or breach has ceased or the Licensee is proceeding with all diligence and good faith to remedy any such violation or breach and thereafter continues without delay with such remedial work or correction until such violation or breach has been completely remedied, and, any person violating any of the provisions of this Chapter may be prosecuted as provided in Chapter 12.09 of the Code of Ordinances.

Should the City at any time or for any reason decide that the right-of-way onto which the Structure is encroaching is needed for public use, the City may upon thirty (30) calendar days written notice, revoke this license at no cost to the City and may take possession of the public right-of-way. All rights of the Licensee in the Premises shall then be terminated. Licensee may cancel this license, for any reason, upon thirty (30) calendar days prior written notice to the City, and all rights of the Grantee shall then be terminated.

In addition, if, for a period of six (6) months, Licensee shall cease to use or occupy the property for the purposes herein contemplated, the City may cancel this license and take possession. All rights of the Licensee on the City right-of-way shall then terminate.

Any waiver by the City of any breach of any of Licensee's obligations shall not be deemed a continuing waiver, and shall not prevent the City from exercising any remedy it may have for any succeeding breach of the same or another obligation of the Licensee. Upon termination of this license for whatever reason, the encroaching Structure shall become the property of the City and shall, at the option of the City, be removed by the Licensee without cost to the City.

If any person or the owner of land abutting a public street, roadway, sidewalk or easement or the City's right-of-way reveals by his application for a building permit or other authorization of the City that any new, remodeling or renovating construction is desired to be made within any part of a public street, roadway, sidewalk or easement or the City's right-of-way, the requested revocable license will be reviewed for compliance with the terms and provisions of Chapter 12.09 of the Code of Ordinances, and in addition, be subject to the following conditions:

- J. The proposed use of a public street, roadway, sidewalk or easement or the City's right-of-way by any person or the abutting land owner shall not interfere with the City's lawful use thereof.
- K. The Licensee, or his successors, assigns or representatives agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless the City, from all liability, cost or damage on account of the construction within a public street, roadway, sidewalk or easement or the City's right-of-way, or on account of using, occupying, preparing, maintaining and operating any such improvements therein.

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the property that arises or is alleged to have arisen from Grantee's use of the Premises.

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

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

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

SIGNED and Agreed to on this _____ day of _____, 20__.

~SIGNATURES ON FOLLOWING PAGE~

LICENSOR:
City of Georgetown, Texas

LICENSEE:
City of Round Rock, Texas

By: _____
Sofia Nelson, Director,
Planning Department

By: _____
Name:
Title:

APPROVED AS TO FORM:

_____, Assistant City Attorney

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

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

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF _____)

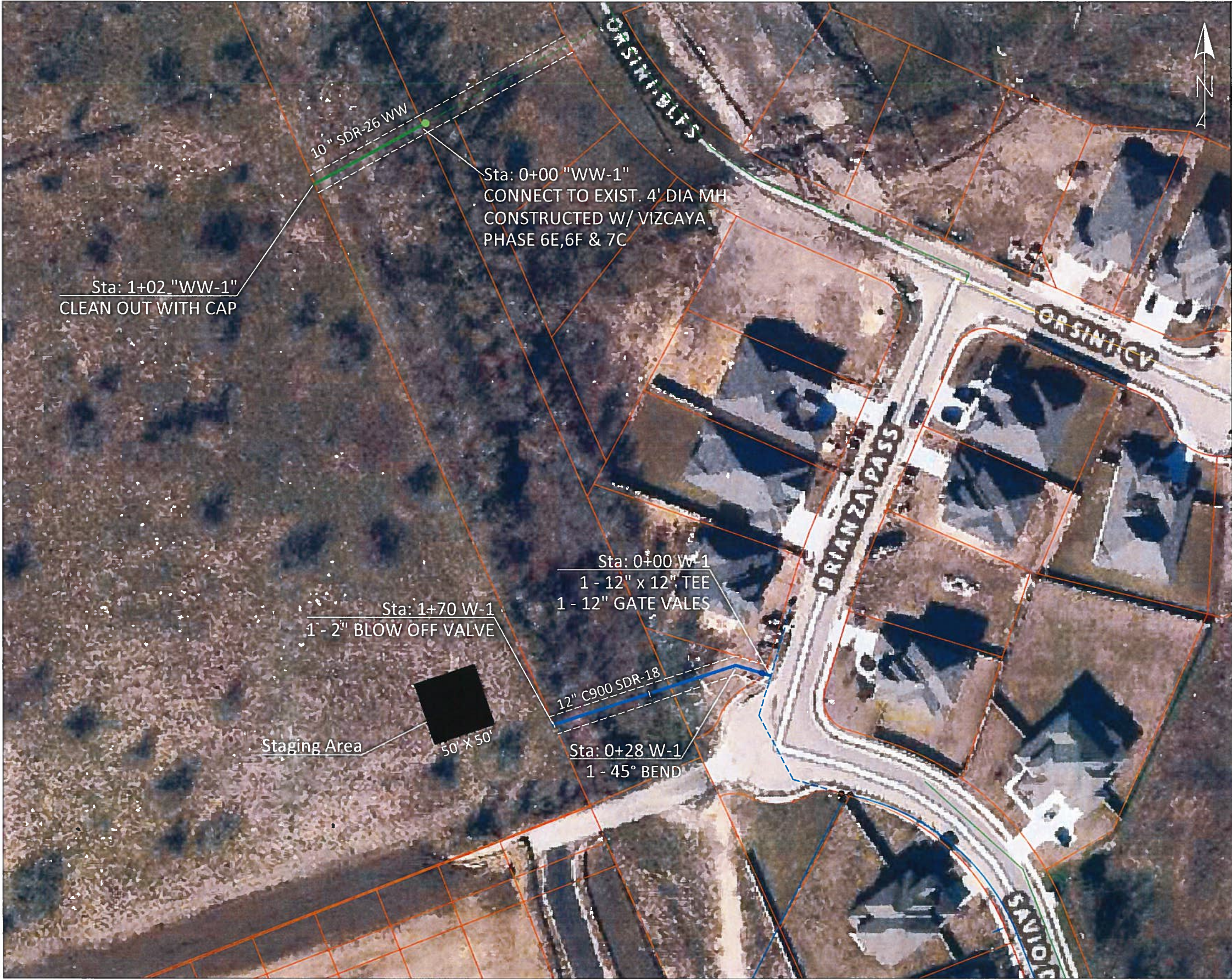
ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, _____ of the City of Round Rock, Texas, a Texas home-rule City, on behalf of said City.

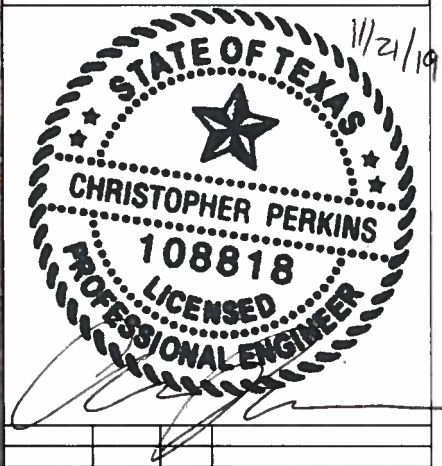
Notary Public, State of Texas

[Exhibit “A” to Revocable License]

Exhibit “A” to the Revocable License is heretofore attached as Exhibit “A” to the foregoing Resolution and will be attached accordingly to the original Revocable License prior to execution and recording.



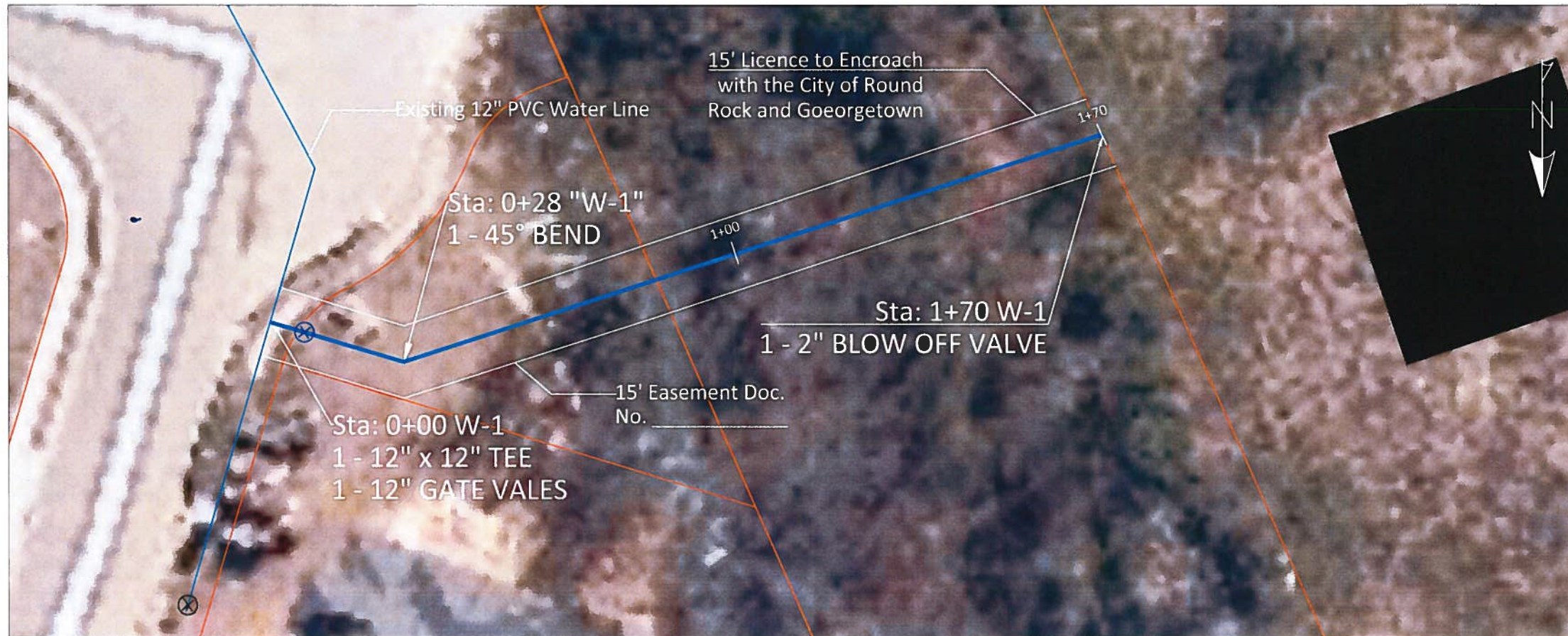
Hickerson Tract Extension
General Notes



NO.	BY	DATE	DESCRIPTION

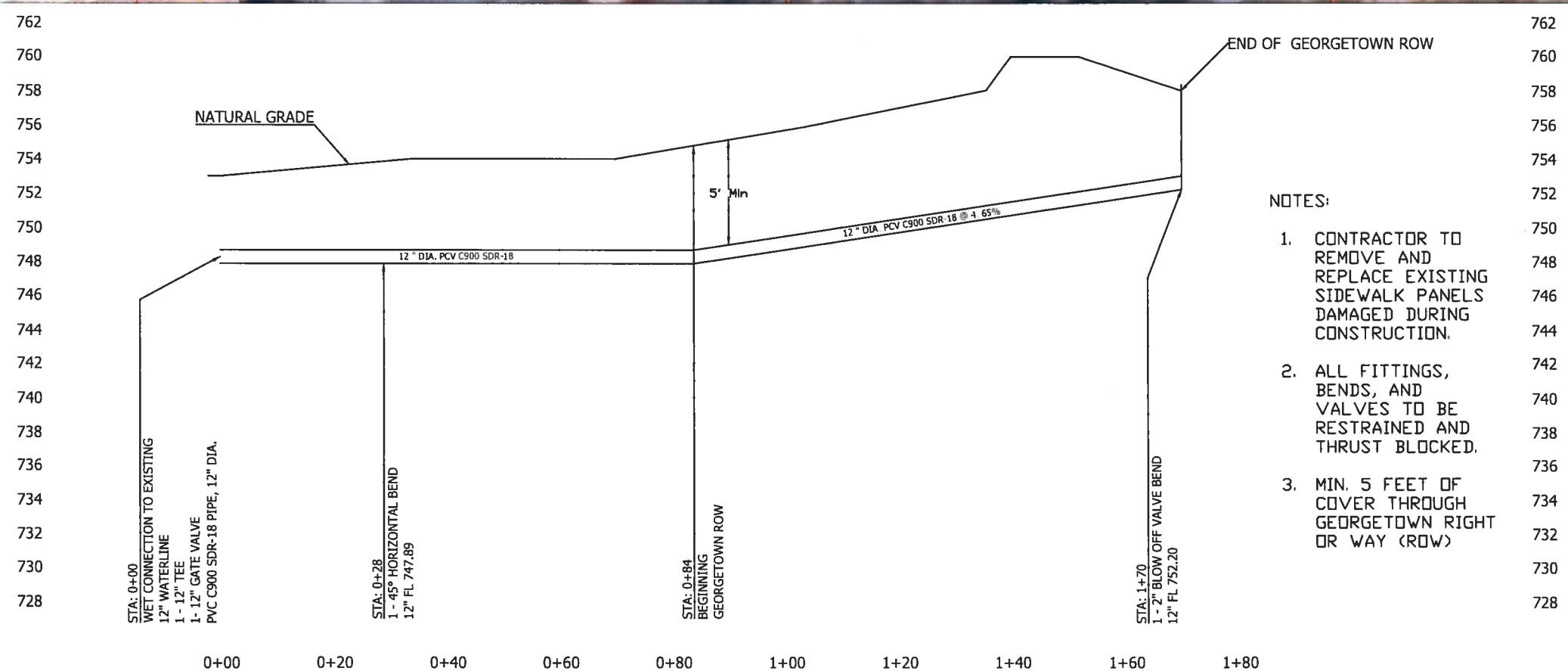
PROJECT: HICKERSONTRACTSTUB
FILE NAME: HICKERSONTRACTSTUB
DATE: 8/5/2019
DRAWN BY: JUANMARTINEZ
APPROVED BY: CHRIS PERKINS





Hickerson Tract Extension

General Notes

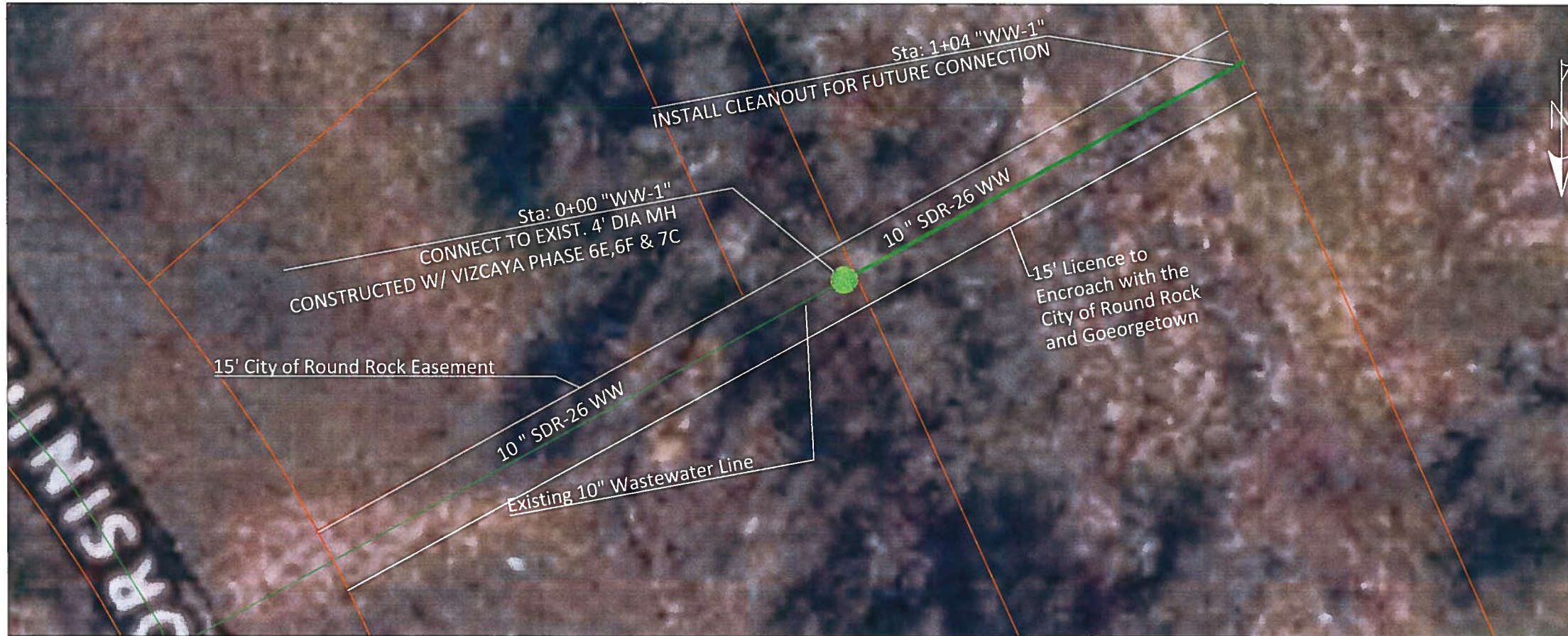


- NOTES:
1. CONTRACTOR TO REMOVE AND REPLACE EXISTING SIDEWALK PANELS DAMAGED DURING CONSTRUCTION.
 2. ALL FITTINGS, BENDS, AND VALVES TO BE RESTRAINED AND THRUST BLOCKED.
 3. MIN. 5 FEET OF COVER THROUGH GEORGETOWN RIGHT OF WAY (ROW)



NO.	BY	DATE	DESCRIPTION





Hickerson Tract Extension

General Notes

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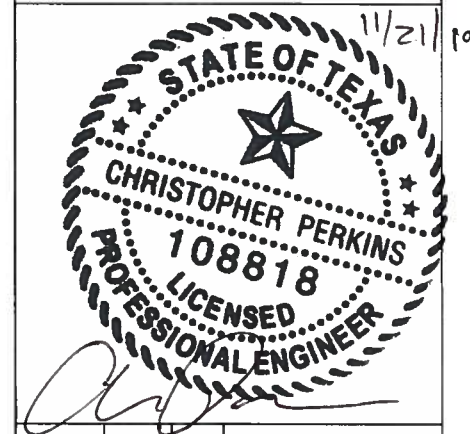
NOTES:

1. CONTRACTOR TO PATCH COATING ON EXISTING MANHOLE AFTER CORING.

NATURAL GRADE



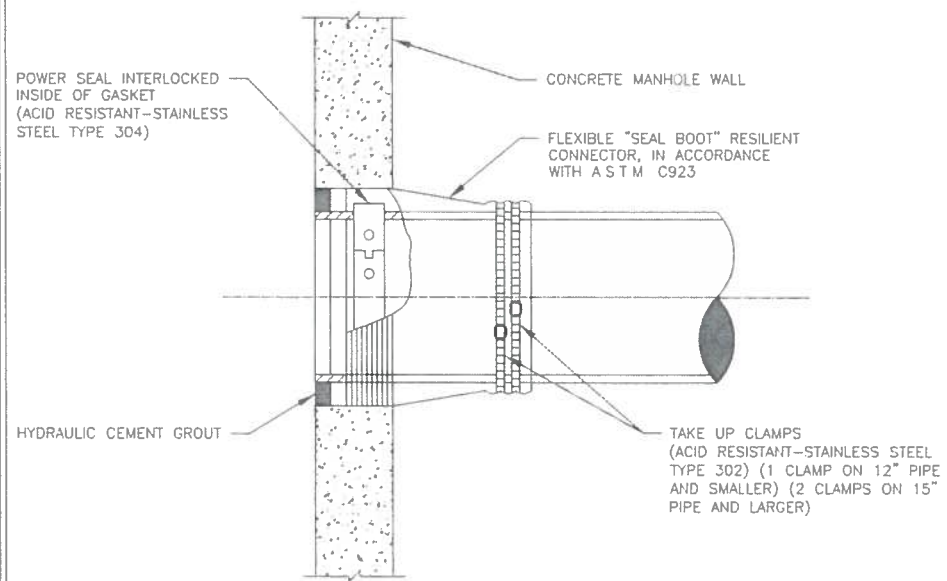
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NO.	BY	DATE	DESCRIPTION

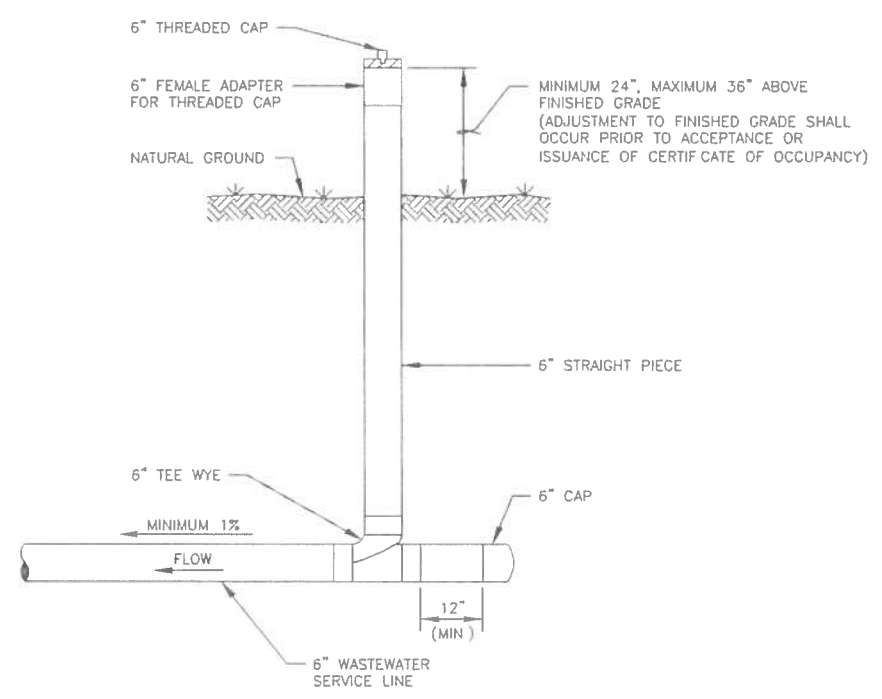


SHEET 5



NOTE:
1. FLEXIBLE "SEAL BOOT" RESILIENT CONNECTOR TO BE A MINIMUM OF 12 INCHES (12") FROM A MANHOLE JOINT

RECORD SIGNED COPY ON FILE AT U&ES DEPARTMENT	CITY OF ROUND ROCK	DRAWING NO WW-10
APPROVED 03-01-18 DATE		
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL (NOT TO SCALE)	FLEXIBLE "SEAL BOOT" RESILIENT CONNECTOR DETAIL	

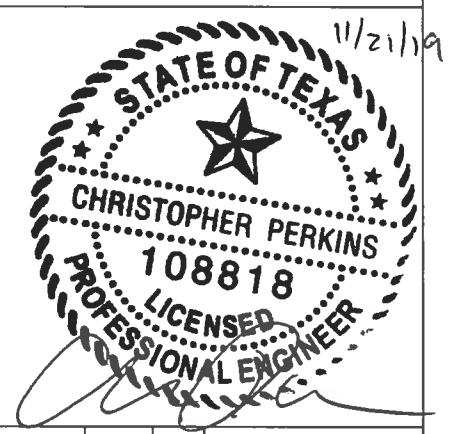


NOTES:
1. ALL PIPE TO BE SDR 26.
2. ALL FITTINGS TO BE SDR 35 SOLVENT WELD FITTINGS

RECORD SIGNED COPY ON FILE AT U&ES DEPARTMENT	CITY OF ROUND ROCK	DRAWING NO: WW-14
APPROVED 03-01-18 DATE		
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL (NOT TO SCALE)	WASTEWATER SERVICE CLEAN-OUT DETAIL (NON-PAVED SURFACE)	

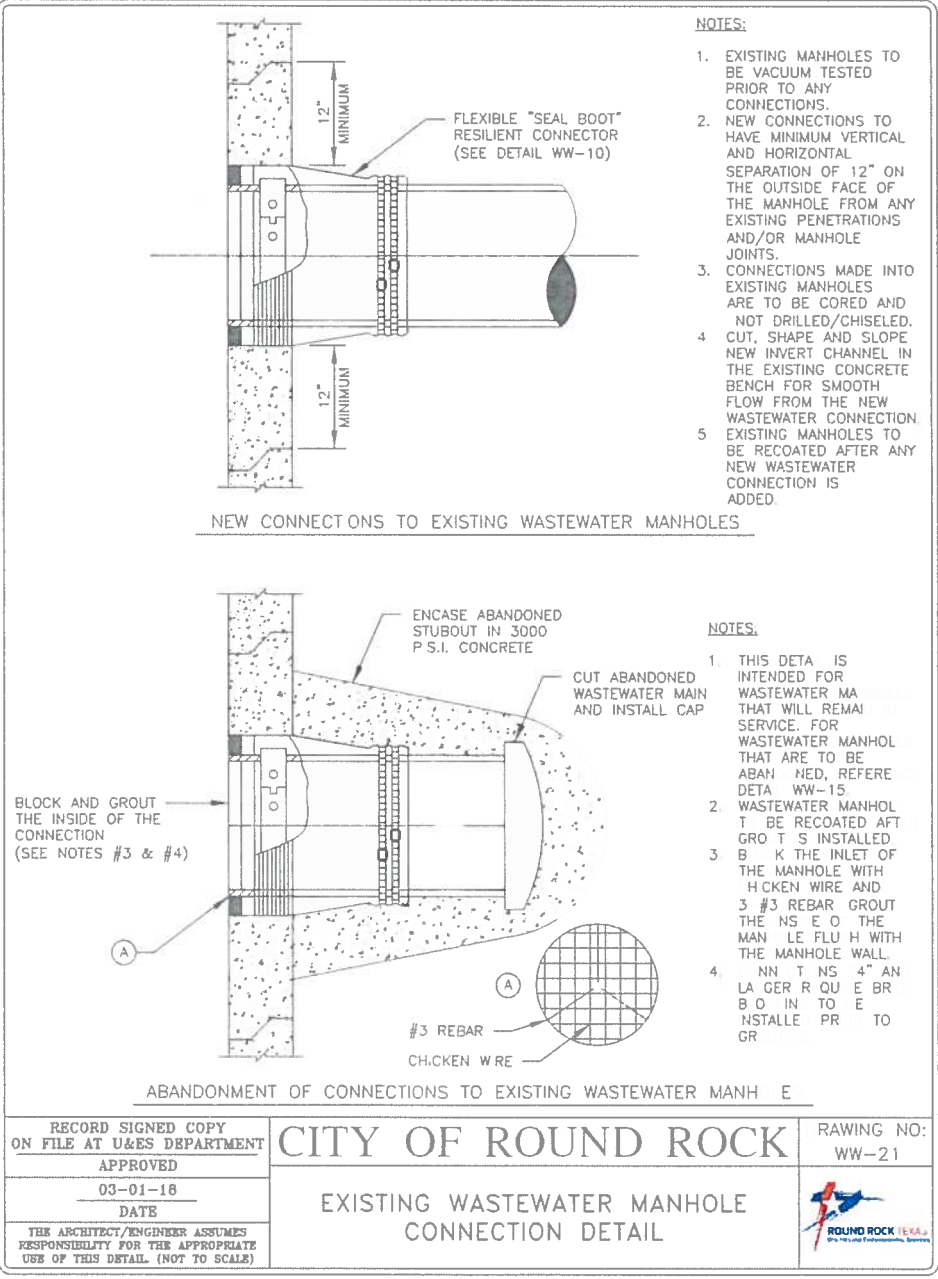
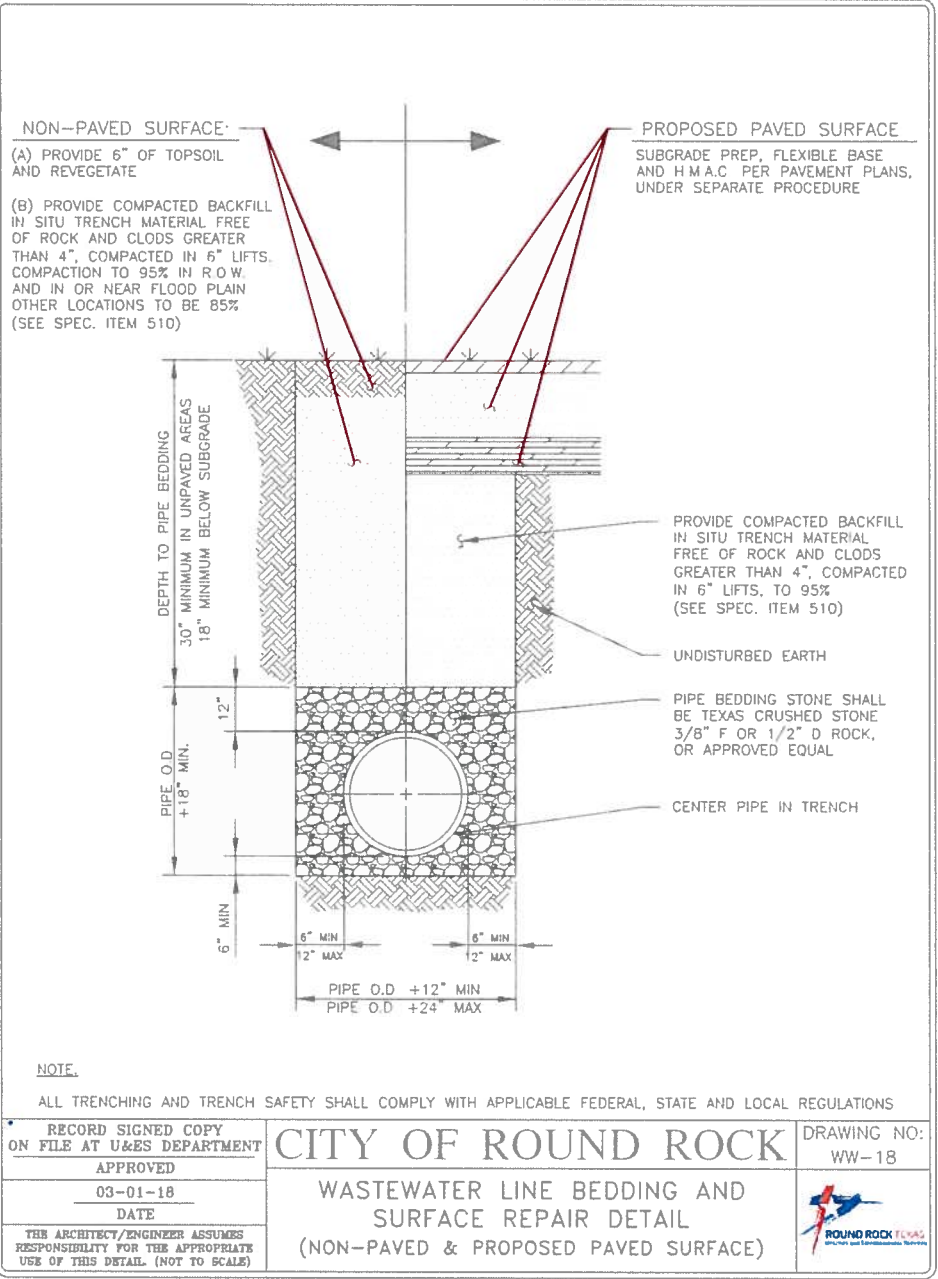
Hickerson Tract Extension

General Notes



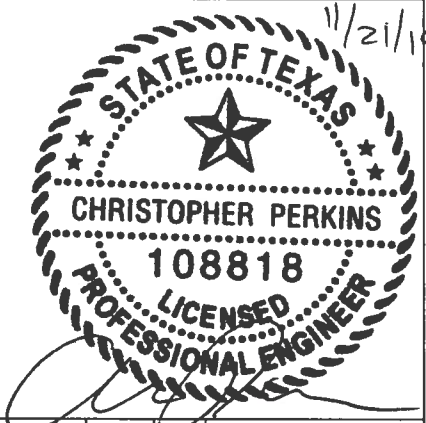
NO.	BY	DATE	DESCRIPTION






Hickerson Tract Extension

General Notes



NO.	BY	DATE	DESCRIPTION
PROJECT			
FILE NAME			HICKERSONTRACTSTUB
DATE			8/5/2019
DRAWN BY			JUANMARTINEZ
APPROVED BY			CHRIS PERKINS
			
SHEET 7			

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Consideration and possible action to approve **Change Order #2** with **Sierra Cedar** for **implementation** of an **Enterprise Resource Planning system** in the amount not to exceed **\$78,300.00** -- Leigh Wallace, Finance Director

ITEM SUMMARY:

In October of 2018, the City awarded contracts to Workday and Sierra Cedar for the implementation of a cloud-based enterprise resource planning system. The system will replace manual processes, as well as several isolated and antiquated software systems that do not integrate. Phase I of the project included Human Resources and Payroll functionality and went live on September 23, 2019. All City of Georgetown employees were successfully converted to pay in arrears and have completed their open enrollment for benefits in Workday.

Phase II of the project includes core financial functionality, such as banking, procurement, assets, capital projects and grants. This phase is scheduled to go live on March 2, 2020. Phase III includes budget planning functionality. Benefits of implementation include a full integration between HR and Finance functions, access to real time data via dashboards and reports, automated workflow, searchable and drillable screens, and updates to business processes.

The contract with Sierra Cedar for implementation services includes a scope of work and calendar of milestone events and payments. The City is requesting a one-month extension of the Phase II Financials Go Live date to April 3, 2020. The project team predicted that it would be difficult to support post-go live activities of Phase I HR/Payroll such as open enrollment for benefits, merit and market pay increases, and annual federal tax reporting while preparing for the Phase II Go Live and conducting the Fiscal Year 2019 year-end audit activities. Additional contractors and temporary staff were put in place to support this strained period. However, numerous and extended vacancies of full-time positions have compounded the strain on staff to support both normal business operations and the project. This extension of the second go live date is essential to allow staff to focus on core business activities without compromising the success and preparedness of Phase II.

Like Phase I, the data conversion loads and testing results are very good for Phase II. Data loads to date are at a 99% accuracy rate. End to End test cases are 97% passed. Remaining activities include completing integrations, conducting user acceptance testing, conducting training for end users, and preparing for cutover.

FINANCIAL IMPACT:

The first change order was to increase the hours for the data conversion sub-contract with Premier for \$121,995. The incremental impact of this second change order is not to exceed \$78,300. The original base contract for implementation services is fixed fee for consultant time, and pass through for travel and expense. This one-month extension change order is based on time and expense. The original contracted fixed fee amount is \$3.42 million. The new total estimate is \$3.49 million. Funding is available in the FY2020 ERP project budget in the General Capital Projects Fund. Funding sources are recognition of interest earned on the bond proceeds, as well as a cash transfer of savings in the IT Fund.

SUBMITTED BY:

Leigh Wallace, Finance Director

ATTACHMENTS:

Presentation
Change Order

Workday Project Update

Council

1.14.19

Agenda

Refresher

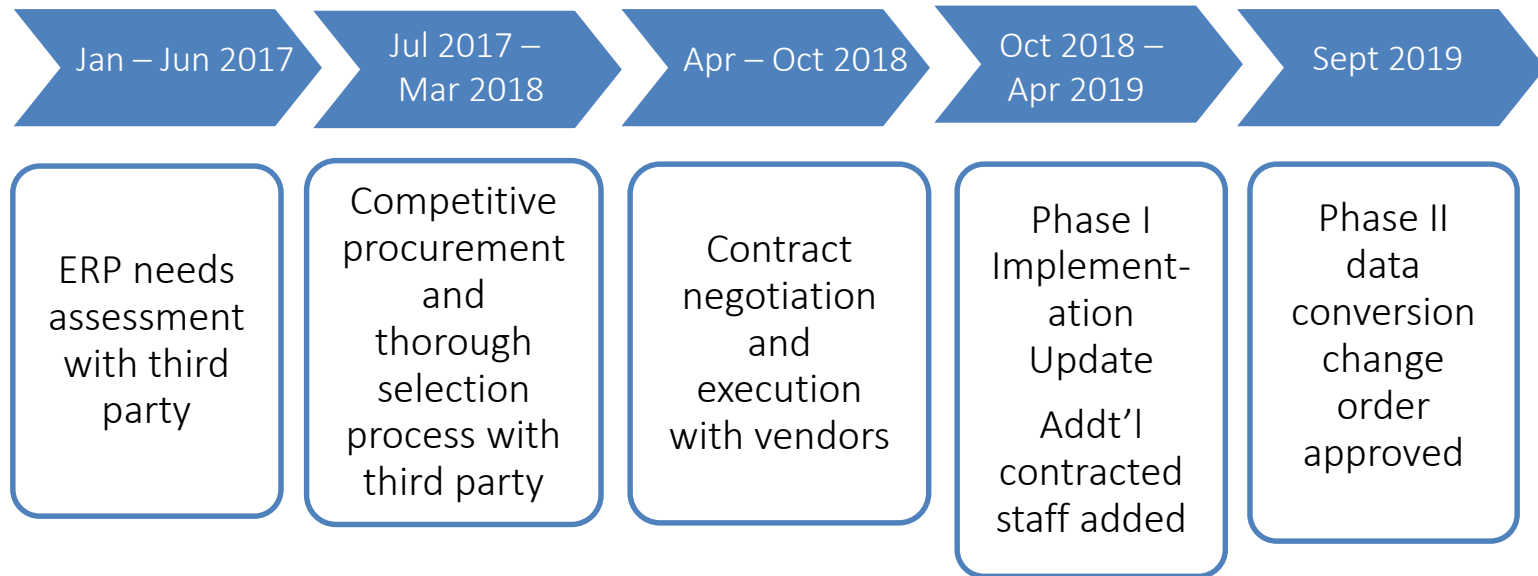
- Executive Summary
- Project Timeline

New Information

- Phase I Go Live Success
- Phase II Progress
- Phase II Change Order 2

Executive Summary

Council and GGAF Reviews

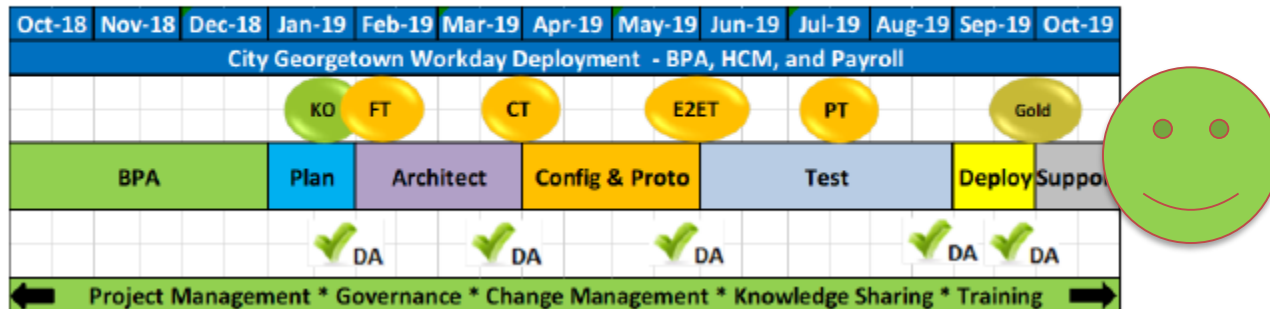


Ten Year TCO

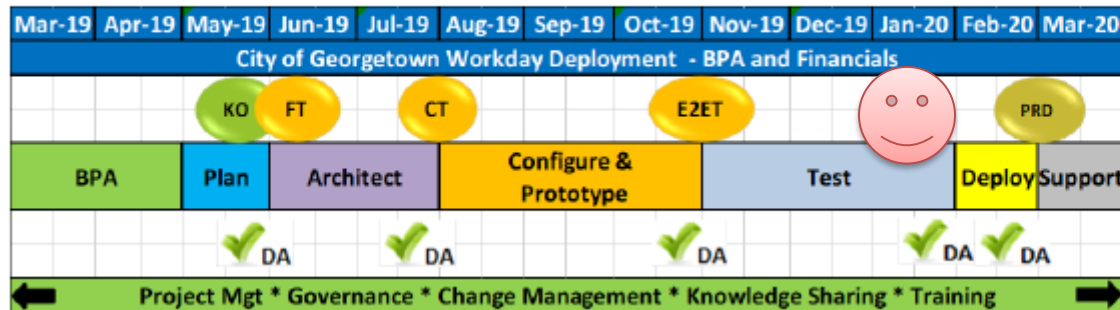
- Ten Year Total Cost of Ownership
 - Final Original Contracts: \$9.7 million
- IT Fund Budget for Annual Subscription and Service
 - Total \$501,000
- Capital Projects Budget for One-time costs
 - Original Total \$5.2M
 - Implementation consultant, data conversion, project management, delivery assurance, project training, travel
 - Apr 2019 added \$830K for additional contracted staff to support project
 - Sept 2019 \$121K for data conversion change order (re-organized existing project budget)

Project Timeline

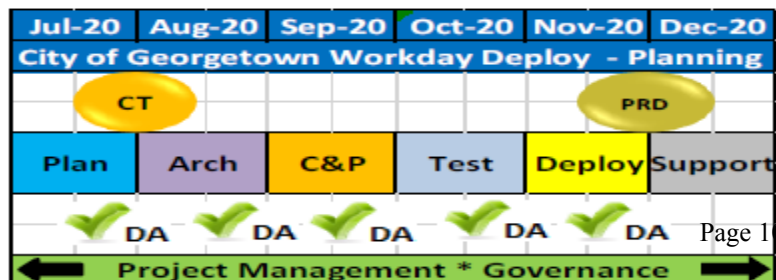
Phase 1 - HCM/Payroll Deployment Timeline with Business Process Alignment



Phase 2 - Financials Deployment Timeline with Business Process Alignment



Phase 3 – Planning Deployment Timeline



Phase I Accomplishments

Modules: Human Capital Management, Payroll, Time Tracking, Recruiting, Talent/Performance, Compensation, Benefits

- 159 business process alignments
- 99% accuracy data load
- 98% of test cases passed
- 700+ employees moved to pay arrears
- 60 training sessions held
- 8 payrolls completed to date
- 28 candidates hired to date
- Open enrollment completed in November



End User Testing



Employee Training



Go Live Celebration

Phase II Accomplishments

Modules: Chart of Accounts, Invoice and Payments, Banking, Procurement, Projects Management, Grants Management, Budget Check, Travel & Expense, Assets

Completed tasks to date:

- 126 business process alignments
- 99% accuracy data load
- 97% of test cases passed

Change Order Need

- Core business functions overlapping with Workday Project support
 - Fiscal year end audit activities
 - Benefits open enrollment, tax filings, merit and market pay increases
- Compounded by numerous and extended vacancies in core full-time positions
 - Payroll, purchasing, budget, accounting, Workday support
 - Retirements, death/illness, internal promotions, competing job market

Change Order Need

- Additional contractors and temporary personnel budgeted for the project are not enough to mitigate risk
- Requesting one month extension of Phase II Go Live date from March to April
 - allow staff to complete fiscal and calendar year end support activities
 - fill and onboard vacant positions
 - Go Live before heavy budget season

Funding Sources

- \$78,300 time and expense for implementation contractors to support the extension
- Use existing project budget added in FY2020 from bond proceed interest and IT fund savings

Summary

- Phase I delivered on schedule and on scope
- Phase II going well
- Phase II success and core business compliance at risk from vacancies
- Phase III Budget Development function moves to August '20 – Jan '21

C.2 SIERRA-CEDAR SIMPLE CHANGE ORDER

DATE SUBMITTED:	December 20, 2019
MASTER SERVICE AGREEMENT REFERENCE NUMBER:	Sierra-Cedar MSA Final Execution 092718
STATEMENT OF WORK REFERENCE NUMBER:	Sierra-Cedar SOW Final Execution 092718
REQUEST SUBMITTED BY:	Perry Swanson, Sierra-Cedar Project Manager

CHANGE ORDER NARRATIVE:**THE PURPOSE OF THIS CHANGE ORDER IS:**

To extend the go-live of Phase 2 of the Workday deployment from March 2, 2020 to April 3, 2020. Post-production support will run through April 2020. The additional month of pre-go-live services provided in February 2020 will allow the City to focus on year end and audit activities. All services provided by Sierra-Cedar during the month of February 2020 will be billed on a time and expense basis at a rate of \$180/hr plus travel expenses and not subject to retainage withholding. Services provided between March 2020 and April 2020 will be provided on a fixed fee basis, with payment due per the milestones below. With this change, the below payment milestone schedule will be in effect for the month of March 2020.

PAYMENT MILESTONE	DELIVERABLES	TARGET INVOICE DATE*	AMOUNT	RETAINAGE
Payment Milestone #24	Phase 2 – Sierra-Cedar Developed Integrations (product) (excludes BizTalk integrations) Phase 2 - Completed Go-Live Checklist I (Phase Go-Live) (document) Phase 2 - Completed Go-Live Authorization Form (document) Phase 2 – Gold/Pre-Production Tenant (Data Migration) (product)	3/31/2020	\$35,981.00	\$5,397.15

THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:

The estimated service fees for the February 2020 period covered by this Change Order are \$73,800 (provided on a time and expense basis) which is 410 hours at \$180/hour and estimated travel expenses are \$4,500 – fees and travel expenses will be invoiced monthly.

If any services provided by the Sierra-Cedar consultants are required to be onsite, Sierra-Cedar will bill the City for travel expenses based on the Sierra-Cedar Travel and Expense Policy contained in Exhibit A of the Agreement.

ATTACHMENTS, SCHEDULES OR TABLES:

N/A

C.2 SIERRA-CEDAR SIMPLE CHANGE ORDER

This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled Sierra-Cedar SOW Final Execution 092718.

The authorized representatives of the parties have signed this Change Order.

SIERRA-CEDAR

Sierra-Cedar, Inc.

By: 
Mary Sheffield (Jan 7, 2020)

Name: Mary Sheffield

Title: General Manager

Date: Jan 7, 2020

CLIENT

City of Georgetown, Texas

By:

Name:

Title:

Date:






2019 1220 SCI CoG CO#2 One Month Extension for Phase 2 Final

Final Audit Report

2020-01-07

Created:	2020-01-07
By:	Kim Hallsted (kim.hallsted@sierra-cedar.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ5CLtUjiHH63NM6Qf2EZVt1f8o1AWbmb

"2019 1220 SCI CoG CO#2 One Month Extension for Phase 2 Final" History

-  Document created by Kim Hallsted (kim.hallsted@sierra-cedar.com)
2020-01-07 - 5:26:37 PM GMT- IP address: 174.149.240.221
-  Document emailed to Mary Sheffield (mary.sheffield@sierra-cedar.com) for signature
2020-01-07 - 5:27:16 PM GMT
-  Email viewed by Mary Sheffield (mary.sheffield@sierra-cedar.com)
2020-01-07 - 5:46:33 PM GMT- IP address: 107.77.220.232
-  Document e-signed by Mary Sheffield (mary.sheffield@sierra-cedar.com)
Signature Date: 2020-01-07 - 5:46:42 PM GMT - Time Source: server- IP address: 107.77.220.232
-  Signed document emailed to Mary Sheffield (mary.sheffield@sierra-cedar.com), lance.miller@sierra-cedar.com and Kim Hallsted (kim.hallsted@sierra-cedar.com)
2020-01-07 - 5:46:42 PM GMT

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Consideration and possible action regarding a **Resolution** expressing City Council's dissatisfaction to the **Public Utilities Commission** regarding **customer service** provided by **Suddenlink Communication** on behalf of the citizens of the City of Georgetown and declaring an effective date -- Charlie McNabb, City Attorney

ITEM SUMMARY:

This resolution expresses the Council's dissatisfaction with the customer service provided by Suddenlink in Georgetown on behalf of its citizens.

Background

As discussed at the City Council meeting on December 12, 2019, Council members have been receiving complaints from citizens regarding the service provided by Suddenlink Communications. Suddenlink holds a State-Issued Certificate of Franchise Authority (SICFA) from the Public Utilities Commission of Texas (PUC), which allows Suddenlink to provide cable TV and internet services in the City.

As a SICFA holder, Suddenlink is required to meet the customer service standards established by the Federal Communications Commission (FCC) until such time as there is more than one cable TV provider in the City. The FCC requires the local franchising authority to enforce its customer service standards. Throughout Texas, the local franchising authority is the PUC.

At the request of Mayor Ross, this resolution formally expresses dissatisfaction with the service provided by Suddenlink on behalf of the citizens of Georgetown and requests that the PUC enforce the customer service standards established by the FCC. It also directs City staff to distribute copies of this resolution to State Representative James Talarico, State Representative Terry M. Wilson, State Senator Charles Schwertner, and each commissioner of the PUC.

FINANCIAL IMPACT:

None.

SUBMITTED BY:

Jim Kachelmeyer, Assistant City Attorney

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS EXPRESSING CITY COUNCIL'S DISSATISFACTION TO THE PUBLIC UTILITIES COMMISSION REGARDING CUSTOMER SERVICE PROVIDED BY SUDDENLINK COMMUNICATION ON BEHALF OF THE CITIZENS OF THE CITY OF GEORGETOWN, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in response to numerous complaints Council members have received from City residents, this resolution formally expresses dissatisfaction with the service provided by Suddenlink Communication on behalf of the citizens of Georgetown, and requests that the Public Utilities Commission (PUC) enforce the customer service standards established by the Federal Communications Commission (FCC);

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

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

SECTION TWO. The City Council hereby expresses dissatisfaction with the service provided by Suddenlink Communications for the City of Georgetown's citizens to the Public Utilities Commission of Texas, and requests that the PUC enforce the FCC's customer service standards for Suddenlink Communications in providing service to its customers.

SECTION THREE. The City Council hereby directs City staff to furnish a copy of this resolution to Suddenlink Communications, State Representative James Talarico, State Representative Terry M. Wilson, State Senator Charles Schwertner, and each member of the Public Utilities Commission.

SECTION FOUR. If any provision of this Resolution or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

SECTION FIVE. This Resolution shall be effective immediately upon adoption.

SECTION SIX. The Mayor is hereby authorized to sign this Resolution and the City Secretary to attest.

Resolution Number: _____

Page 1 of 2

Description: Dissatisfaction with Suddenlink Communications

Date Approved: _____ 2020

PASSED AND APPROVED on the _____ day of _____, 2020.

ATTEST:

CITY OF GEORGETOWN, TEXAS

Robyn Densmore, City Secretary

Dale Ross, Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Consideration and possible action to approve a **mural easement agreement** with **MBGH Properties, LLC**. for a portion of the 0.36-acre tract of land out of Block 1 of Snyder's Addition to the City of Georgetown, and located at **702 E University Ave**, for the **placement** of **public art** -- Amanda Still, Arts and Culture Coordinator and Eric P. Lashley, Library Director.

ITEM SUMMARY:

The property owners of the building where Gus's Drug is located would like to place a public art mural on the building. The mural design was approved by the Georgetown Arts and Culture Board. The property owners will grant the funding for the design, implementation, and materials for the mural. A Mural Easement Agreement has been drafted and includes the image of the approved mural design.

FINANCIAL IMPACT:

There is no financial impact to the City as the property owner is responsible for funding the mural.

SUBMITTED BY:

ATTACHMENTS:

Gus's Drug Mural Easement Agreement

MURAL EASEMENT AGREEMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON
CITY OF GEORGETOWN

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

This Mural Easement Agreement (this “Agreement”) is made and entered into this _____ day of _____, 2020 (the “Effective Date”) by and between the City of Georgetown (the “Grantee”), a Texas home-rule municipality, and MBGH Properties, LLC, a Texas Limited Liability Company, (the “Grantor”). Grantor and Grantee may each be referred to herein as a “Party” or collectively as the “Parties”.

RECITALS

A. The City of Georgetown has adopted a program for the placement of art in and on public and private locations throughout the City of Georgetown.

B. Grantor is the owner of the real property located at 702 E University Ave and legally described in **Exhibit A**, attached hereto and incorporated herein by reference (“the Property”). Grantor is willing to make a portion of said property available to the City for the placement of public art. Said artwork is described or depicted in **Exhibit B**, attached hereto and incorporated herein by reference (“the Artwork”). The location Grantee seeks to place the Artwork is generally depicted on **Exhibit C**, attached hereto and incorporated herein by reference.

IN CONSIDERATION of the mutual promises and performances set forth below, the parties agree as follows:

1. Grant of Easement. Grantor conveys, grants and warrants to Grantee, its successors and assigns, an easement for the purpose of installing, maintaining, operating and exhibiting the Artwork on and in the Property, including any building and structure thereon.

2. Term of Easement. This easement shall be for a period of five (5) years from the date of execution. Unless terminated as provided in Section 3, below, the easement shall automatically renew thereafter for additional terms of five (5) years each, and shall remain in full force and effect unless and until terminated.

3. Termination.

a) At the expiration of the initial five (5) year easement term, either party may terminate the easement upon thirty (30) days written notice to the other. Grantee expressly agrees and warrants that upon such termination, Grantee shall remove the Artwork and the Property shall be restored to its prior condition, normal wear and tear excepted. Such removal shall occur within thirty (30) days of the termination of the easement, unless extended in writing by the Grantor.

b) The Grantor may terminate the easement at any time at its sole discretion upon thirty (30) days written notice to Grantee, should Grantee fail to substantially perform Grantee’s

obligations under Section 4, below. Should the Grantor elect to exercise this right of termination, Grantee expressly agrees and warrants that the Artwork shall be removed and the Property restored to its prior condition, normal wear and tear excepted. Such removal shall occur within thirty (30) days of the termination of the easement, unless this period is extended in writing by the Grantor.

4. Maintenance, Removal and Modification of Artwork. Grantee shall be responsible for maintaining and if necessary repairing the Artwork during the existence of the easement. The Grantee may remove the Artwork from the property if, in the sole judgment of the City, the Artwork is suffering excessive damage. If the Grantee removes the Artwork from the property, the Grantee will restore the property to its original condition, normal wear and tear excepted. Grantor shall make no modifications to the Artwork. If maintenance of surface adjacent to the Artwork is necessary during the term of the easement, the Grantee shall be responsible for any such maintenance.

5. Grantor's Representations. Grantor not to interfere with the appearance or artistic impression of the Artwork by placing obstructions on or in front of it, by erecting structures adjacent to, above or below the Artwork or by undertaking other measures that would detract from enjoyment of the Artwork. If a major renovation of the building or emergency occur as it relates to the location of the Artwork during the term of the agreement, the Artwork may be removed as agreed upon by both parties.

6. Ownership of Artwork. City retains all ownership rights to the Artwork as an artistic work, including marketing, copyright and exhibition rights. Grantor shall be entitled to include the Artwork in photographs, films or videotapes of the Property to the extent that the Property is an incidental part of advertising for a business conducted by Owner or a tenant of Owner in the Building.

7. Right of Entry. Throughout the term of this easement or any extension thereof the Grantee shall have the right to enter the Property during normal business hours, and at all other times with advance approval of the Grantor, for any and all of the purposes described in this Easement Agreement.

8. Binding Effect. The easement granted in this Easement Agreement shall run with the land and be binding upon and inure to the benefit of the Grantor and the Grantee, and their respective successors or assigns, and any person or entity acquiring any right, title, or interest in the property, excepting therefrom those conditions set forth in Section 3b above.

9. Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, save and hold harmless Grantor, its officers, employees and agents from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property, including reasonable attorney fees, arising from the acts or omissions of Grantee, its officers, agents, employees, guests and business invitees caused or incurred by Grantee, its officers, agents, employees, guests or business invitees, and not caused by or arising out of the tortious conduct of the Grantor or its officer, agents, employees, guests or business invitees.

10. Notice. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) upon three (3) calendar days after the date upon which such notice is deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the respective address for the City and the Owner:

If to the Grantor:

MBGH Properties, LLC.
Mark Bradley
702 E University Ave
Georgetown, Texas 78626

If to the Grantee:

City Manager
City of Georgetown
113 E 8th Street
Georgetown, Texas 78626

Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

11. Amendments. The parties expressly reserve the right to modify this Easement Agreement, from time to time, by mutual agreement. No modification or amendment of the provisions of this Easement Agreement shall be effective unless in writing and signed by authorized representatives of the parties.

12. Remedies. The parties acknowledge that breaches of this Easement Agreement will result in substantial harm to the public interest which harm is difficult or impossible to prove as actual damages in an action hereunder. The parties agree that the prevailing party in an action for the breach of this Easement Agreement shall be entitled to a) specific performance of the terms of this Easement Agreement, and each of them; b) reasonable attorney's fees; and c) any other remedies available at law or in equity. The rights under this Easement Agreement are cumulative. The failure to exercise on any occasion any right shall not operate to forfeit the right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

13. Recording. The City shall record this Agreement in executed, recordable format in the Official Public Records of Williamson County, Texas, at its sole expense

14. Invalidity of Particular Provisions. Should any term, provision, condition or other portion of this Easement Agreement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this Easement Agreement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

15. No Waiver. No waiver of full performance by any party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Easement Agreement.

GRANTOR:

MBGH Properties, LLC., a Texas
Limited Liability Company

By: _____ Dated: _____
Garth A. Hinze, Manager of MBGH Properties
LLC, a Texas Limited Liability Company

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, a Notary Public, on this day personally appeared, Garth A. Hinze, as Manager of MBGH Properties LLC, a Texas Limited Liability Company, 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 on behalf of said entity.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, 20____.

Notary Public in and for the State of Texas

ACCEPTED:
City of Georgetown, Grantee

Dale Ross, Mayor

Dated: _____

ATTEST:

Robyn Densmore, City Secretary

Dated: _____

APPROVED AS TO FORM:

Dated: _____

_____, Assistant City Attorney

Consent and Subordination by Lienholder

Commercial Bank of Texas, N.A., of 215 East Main St., Nacogdoches, Nacogdoches County, Texas 75961("Lienholder"), as the holder of [a] lien[s] on the Property subject to the Easement, consents to the above grant of an Easement, including the terms and conditions of the grant, and Lienholder subordinates its lien[s] to the rights and interests of Grantee, so that a foreclosure of the lien[s] will not extinguish the rights and interests of Grantee.

Commercial Bank of Texas, N.A., Lienholder

By _____

Name: Raymond H. Rust, III

Title: Trustee

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, a Notary Public, on this day personally appeared Raymond H. Rust, III, known to me to be the person whose name is subscribe to the foregoing instrument, and acknowledged to me that he executed the same as Trustee, on behalf of Commercial Bank of Texas, N.A.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, 20____.

Notary Public in and for the State of _____

-

EXHIBIT A

Being 0.36 of an acre of land out of Block No. 1 of Snyder's Addition to the City of Georgetown recorded in Volume 67, Page 502 of the Plat records of Williamson County, Texas and being those tracts described in Exhibit "H" and "B" in that instrument to The Steenken Family Partnership as recorded in Volume 1853, Page 421 of the Official Records of Williamson County Texas, as surveyed on the ground March 19, 2018 by Texas Land Surveying, Inc. and further described by metes and bounds as follows:

BEGINNING at ½ inch iron rod found in the south line of East University Avenue, also known as State Highway No. 29, the north line of said block 1 for the northwest corner of that tract J.M. Daniel Trustee of the J.M. Daniel Living Trust recorded in Document No. 2012068906 of the Official Public Records of Williamson County, Texas, being the northeast corner of said Steenken Family Partnership Exhibit "B: tract and this tract, from which a ½ inch iron rod found for the northeast corner of said Daniel Trust tract bears N 87° 43' 48" E 59.94 feet;

THENCE, S 01° 58' 53" E at 120.2 feet pass a ½ inch iron rod found for the southwest corner of said Daniel Trust tract, the northwest corner of that tract to Craig s. Crossman and Emily J. Crow recorded in Document No. 2017035390 of said official public records continuing 130.00 feet in all to a ½ inch iron rod with a pink stamp TLS INC set in the west line of said Crossman/Crow tract for the northeast corner of that tract described in Exhibit "J" of that same Steenken Family Partnership tract in Volume 1853, Page 421, for the southeast corner of said Steenken Family Partnership Exhibit "B" tract and this tract;

THENCE, S 88° 28' 47" W 120.78 feet with the north line of said Steenken Family Partnership Exhibit "J" tract to a ½ inch iron rod with a pink cap stamped TLS INC set in the east line of Walnut Street, the west line of said Block 1, for the northwest corner of said Steenken Family Partnership Exhibit "J: tract being the southwest corner of that tract described in Exhibit "H: in that same instrument to The Steenken Family Partnership in Volume 1853, Page 421, and this tract, from which a 60D nail found for the southwest corner of said block and said Steenken Family Partnership Exhibit "J" tract bears S 01° 38' 09" E 110.00 feet;

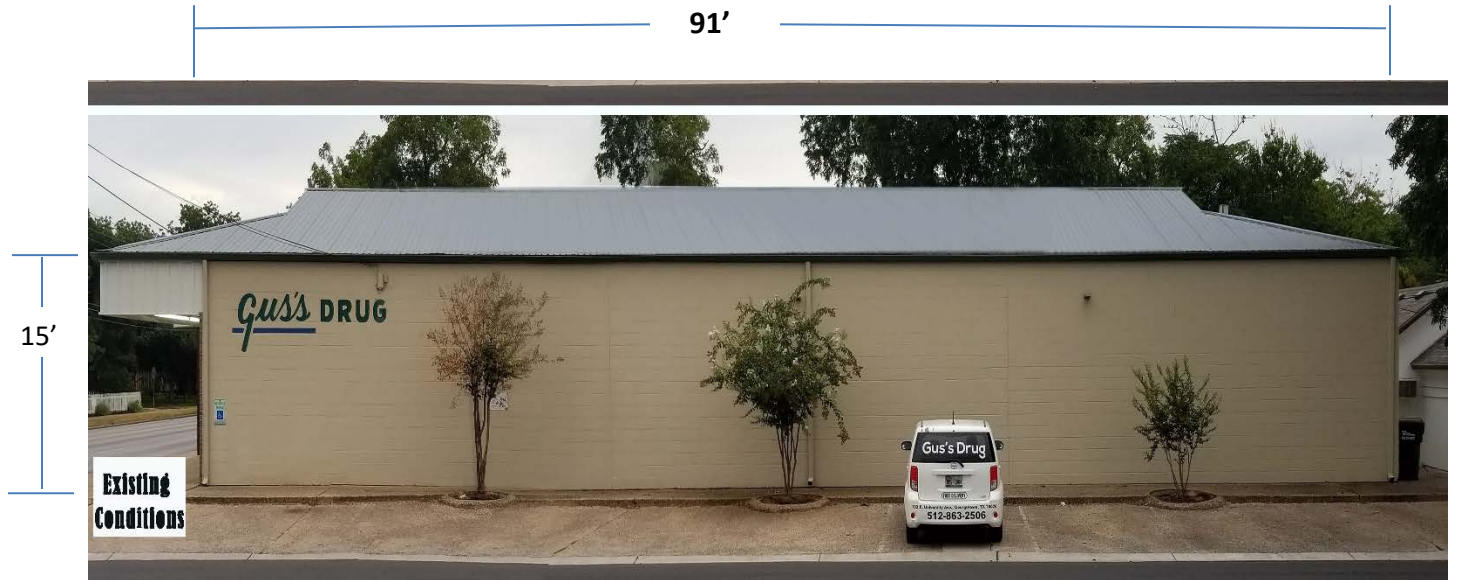
THENCE, N 88° 28' 54" E 120.00 feet with the south line of University Avenue to the point of BEGINNING and containing 0.36 of an acre more or less.

EXHIBIT B



EXHIBIT C

Mural at 702 E. University Ave., Georgetown, Texas 78626



Cinder Block Exterior West

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Consideration and possible action to approve a **Funding Memorandum of Understanding** with **MBGH Properties, LLC.** for the **placement of public art** at **702 E University Ave** -- Amanda Still, Arts and Culture Coordinator and Eric P. Lashley, Library Director

ITEM SUMMARY:

The property owners of the building where Gus's Drug is located would like to place a public art mural on the building. The mural design was approved by the Georgetown Arts and Culture Board. The property owners will grant the funding for the design, implementation, and materials for the mural. A Funding Memorandum of Understanding with MBGH Properties, LLC. has been drafted to specify the process used by the property owner to grant the funds for the mural.

FINANCIAL IMPACT:

There is no direct financial impact for this item. The property owner is responsible for funding their mural.

SUBMITTED BY:

ATTACHMENTS:

Gus's Drug MOU

FUNDING MEMORANDUM OF UNDERSTANDING

THIS FUNDING MEMORANDUM OF UNDERSTANDING (“MOU”) is made and effective this ____ day of January, 2020, by THE CITY OF GEORGETOWN, TEXAS, a Texas home rule municipality (“City”) and MBGH Properties, LLC, a Texas limited liability company (“MBGH”).

WHEREAS, City operates a public arts program and desires to install a wall mural generally as shown on **Exhibit A** attached hereto (the “Project”) on property owned by MBGH and located at 702 East University Avenue (the “Property”); and

WHEREAS, MBGH desires to provide funds to the Project.

NOW THEREFORE BE IT MUTUALLY AGREED AS FOLLOWS:

1. MBGH Responsibilities.

- (a) MBGH agrees to provide funds to the Project in the amount of _____ (\$_____) (the “Funds”) within thirty (30) days of the effective date of this MOU.
- (b) MBGH agrees to provide a suggested mural design to City staff for presentation to City’s Arts and Culture Board.
- (c) MBGH agrees to coordinate with City staff to review modifications to the Project presented by City’s Arts and Culture Board or City Council.
- (d) MBGH agrees to grant a mural easement to City for the installation and maintenance of the Project.

2. City Responsibilities.

- (a) City agrees to use the Funds to contract with an artist to install the Project; the artist will be responsible for purchasing and providing any supplies and materials needed for the Project.
- (b) City agrees to use any remaining Funds to provide ongoing maintenance in the same manner and to the same degree as it does for similar City murals.

3. Approvals and Consents. Approvals or consents required or permitted to be given under this MOU shall be given in writing and must be signed by a person authorized to give such approval or consent on behalf of the party.

4. Address and Notice. Unless otherwise provided in this MOU, any notice to be given under this MOU shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt

requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City of Georgetown
P.O. Box 409
Georgetown, TX 78627
Attention: City Manager

If to MBGH, to:

MBGH Properties, LLC
4512 Belle Pointe Drive
Nacogdoches, TX 76965
Attention: Mark Bradley

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other party.

5. Project Terminated. If City determines that for any reason the Project cannot be completed as planned, City will advise MBGH in writing and MBGH will be entitled to a refund of the Funds within thirty (30) days.

6. Reporting Procedures. City and MBGH shall act cooperatively in establishing reporting and consultation procedures with respect to receipt of funds for the Project.

7. City's Discretion and Legal Nature of This Instrument. For certainty, nothing herein fetters, limits or restricts City's legislative discretion regarding any approval of the Project or further expenditure of public funds.

- (a) MBGH understands that this MOU is not intended to form a binding legal agreement to proceed with the Project. It is intended to set out the intentions of the parties regarding funding so that the Project may proceed.
- (b) Nothing herein is intended to authorize MBGH to act as the agent or representative of City and it shall not attempt to bind City in any way or represent that it has authority to bind City.

- (c) Nothing herein is intended to authorize City to act as an agent or representative of MBGH and it shall not attempt to bind MBGH in any way or represent that it has authority to bind MBGH.

MBGH acknowledges and agrees that City has not approved or committed to any additional financial contributions towards the Project, other than what has been spent and what is specifically outlined in this MOU, and if there is any need for additional funds beyond amounts raised or grants received, if any, such expenditures or contributions are subject to approval in City's financial plan.

City acknowledges and agrees that MBGH has not approved or committed to any financial contributions towards the Project, other than what is specifically outlined in this MOU.

8. Term of MOU. This MOU shall be in force and effect until substantial completion of installation of the Project or until sooner terminated.

9. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this MOU shall not be construed as a waiver of the future performance of such provision by the other party.

10. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

11. Parties in Interest. This MOU shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

12. Merger. This MOU embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this MOU.

13. Captions. The captions of each section of this MOU are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

14. Interpretations. This MOU and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this MOU.

15. Severability. If any provision of this MOU or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this MOU and the remaining portions of this MOU shall remain in effect.

16. Applicable Law. This MOU shall be governed by and construed in

accordance with the laws of the State of Texas.

17. Dispute Resolution. This MOU is to be performed entirely within Williamson County, Texas. Any claim or cause of action related to this MOU must be brought in a court of appropriate jurisdiction in Williamson County, Texas.

MBGH

CITY

MBGH Properties, LLC
a Texas limited liability company

THE CITY OF GEORGETOWN
a Texas home rule municipality

By: _____
Mark Bradley, Manager

By: _____
Dale Ross, Mayor

By: _____
Garth A. Hinze, Manager

Attest:

Robyn Densmore
City Secretary

Approved as to form:

Charlie McNabb
City Attorney

EXHIBIT A – PROJECT

Mural at 702 E University Ave, Georgetown, Texas 78626

Dimensions: 91'x15'

Cinder Block exterior wall



City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Consideration and possible action to approve an arts and culture **grant application** to the **National Endowment for the Arts** for **funding** towards the **Arts and Culture Board/Field of Honor Arts Partnership** -- Amanda Still, Arts and Culture Coordinator and Eric P. Lashley, Library Director.

ITEM SUMMARY:

The Arts and Culture Board was invited by the National Endowment for the Arts to apply for a \$10,000 Arts Engagement in American Communities Grant. The NEA does research into communities across America that have not previously received NEA funding and are doing work in their communities to engage through the arts.

The Georgetown Arts and Culture Board would like to produce a program that creates a partnership between the Georgetown Arts and Culture Program and the Georgetown Rotary Club's Field of Honor project in November 2020 to introduce a healing arts component into the Field of Honor project. The program will include a music component - "Storytelling Through Music" - which includes adapting hand-written stories and poems by veterans into lyrics and set to music and performed by a vocalist and professional musicians from Austin Classical Guitar. A visual arts component included will be "Removing the Mask", artwork created by veterans through the Resilient Me art therapy program and will feature mask making and will be exhibited at City Hall Gallery and the Field of Honor. A public art component will be a mural designed and implemented by a veteran artist and engage the community by involving community members to help paint. The mural will honor a military service dog and feature patriotic imagery that includes the Field of Honor.

The Arts and Culture Board would like to submit this project to the National Endowment for the Arts for a \$10,000 grant.

FINANCIAL IMPACT:

If the grant is awarded, the financial impact will be an additional \$10,000 to the City's arts and culture program to be used to implement the healing arts component in the Field of Honor project.

SUBMITTED BY:

ATTACHMENTS:

City Forms-NEA Grant

Grant File Checklist

To be Completed by the Department Applying for Grant

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

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

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

Department Contact Name (Print)

Department Contact Title

Department Director Signature

Date Signed

Date Form Completed

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

Grant Application Review Form

Name of the grant: National Endowment for the Arts - Engagement in American Communities
 Grant application deadline: 12/18/19 This grant application is: ☒ New ☐ Grant Continuation
 Funding/project period: Start Date: 5/1/20 End Date: 1/31/21
 CFDA # for grant, if applicable. If not applicable, please note N/A: NA

Purpose of the grant: (provide project summary and include the department mission/goals or City Strategies it relates to)

Provide funding for arts programming that provides outreach to veterans & military service members during the Field of Honor. Programs include music, visual art, & a public art mural

What will the funds be use for? (i.e. personnel costs, construction, design, equipment, etc..)

Artist fees, instructor fees, performance space rental, art materials & equipment

Who is providing the funds? National Endowment for the Arts
 (i.e., name of Federal Awarding Agency or Pass-thru Agency)

Which of the following are these funds considered? If Other, please identify.

☒ Federal

☐ State

☐ Other: _____

Estimated grant funding amount: \$ 10,000

Are matching funds required? ☒ Yes ☐ No

If yes, please complete the following:

Match % _____

Match \$ 10,000

Funding source of match:

Texas Commission on the Arts Grant

Will the City be a direct recipient or subrecipient of the grant funds?

☒ Direct Recipient

☐ Subrecipient

Are ongoing operational costs anticipated once the grant funds are depleted?

☐ Yes

☒ No

If Yes, has the Budget Team been notified?

☐ Yes

☐ No

Please print, sign, and return this form to the grants contact in the Finance Department

Amanda Still
 Department Contact (Print)

[Signature]
 Department Director Signature

Arts & Culture Coordinator
 Department Contact Title

12/30/19
 Date Signed

(This section to be completed by the Finance Department)

Reviewed by Accounting

Date Received/Reviewed

Reviewed by Budget

Date Received/Reviewed

GRANT BUDGET REQUEST

Attachment C

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

Budget Request Information	Information/Amounts	Notes
Requestor Name:	Georgetown Arts and Culture Board	
Budget Request Title:	NEA Arts Engagment in American Communities	
Departmental Priority Rank		
Council Focus Area	Arts and Culture	
Implementation Date	5/1/2020-1/31/2021	
FULL TIME Personnel Information		Notes
Requesting New Full Time Staff?	No	
Move to Next Step		
Move to Next Step		
Move to Next Step		
How Much Overtime Money Is Needed?	None	
100-5-XXXX-50-100 SALARIES	-	
100-5-XXXX-50-105 PART TIME SALARIES	-	
100-5-XXXX-50-110 OVERTIME	None	
100-5-XXXX-50-200 TAXES, SOCIAL SECURITY	-	
100-5-XXXX-50-201 WORKER'S COMP	-	
100-5-XXXX-50-300 GROUP INSURANCE	-	
100-5-XXXX-50-301 RETIREMENT	-	
PART TIME Personnel Information		Notes
Requesting New Part Time?	No	
Move to Next Step		
Move to Next Step		
Vehicle Information		Notes
Does this Request have a Fleet Impact?	No	
Move to Next Step		
Move to Next Step		
Move to Next Step		
Operations & Capital Information	Arts and Culture	Notes
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Justification		
The Arts and Culture Program would like to partner with the Georgetown Field of Honor to bring an arts component to the event that provides outreach and healing opportunities to veterans and service-members through visual art, music, and a community engagment mural project.		\$ -
NEA Arts Engagment in American Communities - Budget Request		
Budget Request		

Amanda Still, Arts & Culture Coordinator

Department Contact Name/Title

Department Director Signature

Date Signed

Finance Department Signature

Date Signed

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Consideration and possible action to approve an arts and culture **grant application** to the **Texas Commission on the Arts** for **funding** towards the **Arts and Culture Board/Field of Honor Arts Partnership** -- Amanda Still, Arts and Culture Coordinator and Eric P. Lashley, Library Director

ITEM SUMMARY:

The Georgetown Arts and Culture Board would like to produce a program that creates a partnership between the Georgetown Arts and Culture Program and the Georgetown Rotary Club's Field of Honor project in November 2020 to introduce a healing arts component into the Field of Honor project. The program will include a music component - "Storytelling Through Music" - which includes adapting hand-written stories and poems by veterans into lyrics and set to music and performed by a vocalist and professional musicians from Austin Classical Guitar. A visual arts component included will be "Removing the Mask", artwork created by veterans through the Resilient Me art therapy program and will feature mask making and will be exhibited at City Hall Gallery and the Field of Honor. A public art component will be a mural designed and implemented by a veteran artist and engage the community by involving community members to help paint. The mural will honor a military service dog and feature patriotic imagery that includes the Field of Honor.

The Arts and Culture Board would like to submit this project to the Texas Commission on the Arts for a \$10,000 grant.

FINANCIAL IMPACT:

If grant is awarded, the financial impact for this item will be \$10,000 toward implementing a healing arts component to the Field of Honor project.

SUBMITTED BY:

ATTACHMENTS:

City Forms-TCA Grant

Grant File Checklist

To be Completed by the Department Applying for Grant

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

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

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

Department Contact Name (Print)

Department Director Signature

Date Form Completed

Department Contact Title

Date Signed

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

Grant Application Review Form

Name of the grant:

Texas Commission on the Arts - Arts Respond Project

Grant application deadline:

1/15/20

This grant application is:

☒ New☐ Grant Continuation

Funding/project period:

Start Date:

5/1/20

End Date:

1/31/21

CFDA # for grant, if applicable. If not applicable, please note N/A:

NA

Purpose of the grant: (provide project summary and include the department mission/goals or City Strategies it relates to)

Provide funding for arts programming that provides outreach to veterans & military service members during the field of honor. Programs include music, visual art, & a public art mural

What will the funds be use for? (i.e. personnel costs, construction, design, equipment, etc..)

Artist fees, instructor fees, performance space rental, art materials, & equipment

Who is providing the funds?

Texas Commission on the Arts

(i.e., name of Federal Awarding Agency or Pass-thru Agency)

Which of the following are these funds considered? If Other, please identify.

☐ Federal☒ State☐ Other: _____

Estimated grant funding amount: \$

10,000

Are matching funds required?

☒ Yes☐ No

If yes, please complete the following:

Funding source of match:

Match %

Match \$ 10,000

National Endowment for the Arts

Will the City be a direct recipient or subrecipient of the grant funds?

☒ Direct Recipient☐ Subrecipient

Are ongoing operational costs anticipated once the grant funds are depleted?

☐ Yes☒ No

If Yes, has the Budget Team been notified?

☐ Yes☐ No

Please print, sign, and return this form to the grants contact in the Finance Department

Amanda Still

Department Contact (Print)

Arts & Culture Coordinator

Department Contact Title

Department Director Signature

Date Signed

12/30/19

(This section to be completed by the Finance Department)

Reviewed by Accounting

Date Received/Reviewed

Reviewed by Budget

Date Received/Reviewed

GRANT BUDGET REQUEST

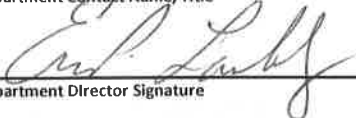
Attachment C

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

Budget Request Information	Information/Amounts	Notes
Requestor Name:	Georgetown Arts and Culture Board	
Budget Request Title:	TCA Arts Respond Project	
Departmental Priority Rank		
Council Focus Area	Arts and Culture	
Implementation Date	5/1/2020-1/31/2021	
FULL TIME Personnel Information		Notes
Requesting New Full Time Staff?	No	
Move to Next Step		
Move to Next Step		
Move to Next Step		
How Much Overtime Money Is Needed?	None	
100-5-XXXX-50-100 SALARIES	-	
100-5-XXXX-50-105 PART TIME SALARIES	-	
100-5-XXXX-50-110 OVERTIME	None	
100-5-XXXX-50-200 TAXES, SOCIAL SECURITY	-	
100-5-XXXX-50-201 WORKER'S COMP	-	
100-5-XXXX-50-300 GROUP INSURANCE	-	
100-5-XXXX-50-301 RETIREMENT	-	
PART TIME Personnel Information		Notes
Requesting New Part Time?	No	
Move to Next Step		
Move to Next Step		
Vehicle Information		Notes
Does this Request have a Fleet Impact?	No	
Move to Next Step		
Move to Next Step		
Move to Next Step		
Operations & Capital Information		Notes
Select an Account if Needed	Arts and Culture	
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Select an Account if Needed		
Justification		
The Arts and Culture Program would like to partner with the Georgetown Field of Honor to bring an arts component to the event that provides outreach and healing opportunities to veterans and service-members through visual art, music, an a community engagement mural project.		\$ -
TCA Arts Respond Project - Budget Request		
Budget Request		

Amanda Still, Arts and Culture Coordinator

Department Contact Name/Title



Department Director Signature

12/30/19

Date Signed

Finance Department Signature

Date Signed

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Consideration and possible action to approve an **Operating Agreement** between the City of Georgetown and the **Georgetown Cultural Citizen Memorial Association, Inc.** concerning the operation of the **Shotgun House** located at **801 West St.** -- Eric P. Lashley, Library Services Director

ITEM SUMMARY:

FINANCIAL IMPACT:

The financial impact of the City taking over the utility expenses and solid waste of the Shotgun House will be approximately \$1,100 per year.

SUBMITTED BY:

ATTACHMENTS:

Shotgun House Operating Agreement

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

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OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made the ____ day of _____, _____, by and between the **CITY OF GEORGETOWN**, a Texas home-rule municipal corporation ("City") and **GEORGETOWN CULTURAL CITIZEN MEMORIAL ASSOCIATION, INC**, a non-profit corporation ("Operator"). For and in consideration of the mutual covenants and agreements herein contained, it is mutually agreed as follows:

1. **Property Provided.** City hereby agrees to provide the use of the property to Operator located at 801 West Street, Georgetown, Williamson County, Texas, which is located on Lot 1-6 of Block I of the designated Urban Renewal area (hereinafter "PROPERTY", known as the Shotgun House as shown in Exhibit "A" (the Property Provided", attached to this Agreement and incorporated by reference. The operating agreement of the property shall include the structure and the land immediately surrounding the structure and upon which the structure is located, excluding any paved parking areas located on or immediately adjacent to the structure.
2. **Operating Term.** The Term of this Operating Agreement shall be for four years, beginning on January 26, 2020 and ending on January 26, 2024 (the "Term") with an option to renew the agreement for three additional two year periods for a total of ten years.
3. **Use of Property.** The Operator will utilize the Property Provided for the promotion of cultural and educational activities related to Georgetown's African-American community according to the requirements shown in Exhibit "B" (the "Operating Requirements"), attached to this Agreement and incorporated by reference. No other use of the Property Provided shall be permitted by the Operator without expressed written permission by the City. The City shall maintain approval over the use of the Property Provided at all times. Operator's use of the Property Provided is nonexclusive.
4. **Prohibited Use.** Operator may not use or permit any part of the Property Provided to be used for:

- (a) any activity that is a nuisance or is offensive to a person of ordinary sensibilities, or that threatens public health and safety;
 - (b) any commercial use; or
 - (c) any activity that violates any applicable law, regulation, ordinance, governmental order, or this Operating Agreement.
5. **Non-Discrimination.** Operator will operate the Property Provided without discriminating against any person or class of persons and will seek participation by all interested members of the public.
6. **Oversight.** The Georgetown City Council shall provide oversight to the Property Provided. Each year, on the First day of October, Operator will provide a report to Council that includes the number and description of cultural and educational programs, attendance of programs, and number of days the Property Provided was open to the public.
7. **Utilities.** City shall be liable to pay the electric, water, and solid waste costs for the property located at 801 West Street during the Term of this Agreement.
8. **Taxes.** Operator shall pay all taxes or special assessments, if any, assessed against or levied upon the Property Provided, the property located at 801 West Street or upon the Operator. The Operator understands that should any portion of Operator's use of the Property Provided be determined under any Texas Tax Code provisions to be taxable, that Operator will incur all liability and responsibility for the prompt payment of any taxes levied by taxing entities except that Operator may contest as provided by the Texas Tax Code any assessed valuation.
9. **Improvements.** If Operator desires to make any improvements to the Property Provided, Operator must request and receive the City's written approval prior to construction or implementation of any proposed improvements. Operator shall be liable to pay all costs of any improvement and agrees not to in any way attempt to use City property as collateral in any financing agreement. The City assumes no financial responsibility or obligation for payment of the cost of any improvements. Any improvements to the Property Provided made by Operator shall remain and become property of the City at the end of an Operating Term.
10. **Insurance.** Operator will provide insurance written by companies licensed to conduct business in the State of Texas. Operator shall keep in full force and effect during an Operating Term of this Operating Agreement insurance in the amounts and types included on the sample Insurance Certificate attached as Exhibit "C" and

incorporated by reference. The insurance policies will name the City, its officers, officials, employees and volunteers as additional insureds. All insurance policies shall be subject to the examination and approval of City for sufficiency as to form, content, form of protection, coverage and insurance company. Operator shall furnish a Certificate of Insurance to City as well as a copy of the applicable insurance policy issued to Operator evidencing compliance with the required insurance requirements at the time Operator delivers the executed Operating Agreement to City. Operator agrees to provide a copy of any insurance policy on the City's request. All insurance policies shall provide that the insurance coverage shall not be canceled or materially changed without a minimum of thirty (30) days' advance notice in writing to the City. Operator's failure to timely comply with the insurance requirements shall be cause for termination of the Operating Agreement.

11. **Indemnity.** City, its officers, officials, employees and volunteers, shall not be liable to Operator, its directors, officers, officials, employees, members, customers, volunteers, agents or representatives, for any damage caused by negligence of Operator, its directors, officers, officials, employees, members, customers, volunteers, agents or representatives. Operator assumes all liability and responsibility for loss, damages, claims, injuries, lawsuits, judgments or causes of action of any type. Operator releases, fully indemnifies, holds harmless and agrees to defend City, its officers, officials, employees and volunteers, from any and all liability, loss damages, claims, injuries, lawsuits, judgments or causes of action of any type.
12. **Default.** Operator's violation of any provision of this Operating Agreement shall constitute a default. Operator shall have thirty (30) days from the receipt of a notice of default to cure the default. If the Operator fails to cure the default the City may immediately terminate this Operating Agreement.
13. **Notices.** Notices or other correspondence concerning this Operating Agreement shall be in writing and are effective when mailed, hand-delivered, or transmitted by facsimile or electronic transmission as follows:

To City:

City Manager
808 Martin Luther King Jr. St.
Georgetown, Texas 78626
T: 512.930.3723
F: 512.930.3622

To Operator:

T: _____
F: _____

14. **Access by City.** City may enter the Property Provided at any time for any purpose.
15. **Condition of Property.** Operator has inspected the Property Provided and accepts the Property Provided in its present condition "AS IS" unless expressly provided otherwise in this Operating Agreement. City has made no express or implied warranties as to the condition or permitted use of the Property Provided. At the time this Operating Agreement ends, Operator will surrender the Property Provided in the same condition as when received, normal wear and tear expected. Operator will not cause damage to the Property Provided and will not cause or allow hazardous materials or environmental contaminants on the Property Provided. If Operator leaves any personal property in the Property Provided after expiration of an Operating Term, City may, at its sole option: (1) require Operator, at Operator's expense, to remove the personal property within ten (10) after written notice to Operator; or (2) retain such personal property as forfeited property.
16. **Repair and Maintenance.** City assumes responsibility for the continued exterior and interior maintenance of the Property Provided, including painting, structural repairs, HVAC repairs, maintenance of the grounds, plumbing and electric repairs.
17. **Records.** Operator shall provide a complete copy of its Articles of Incorporation, Bylaws and/or other governing documents with the executed Operating Agreement. Operator shall provide an annual report as required by Exhibit B to this agreement. In addition, City shall be entitled to inspect and copy Operator's records concerning or related to operation of the Property Provided upon request with reasonable notice.
18. **Entire Agreement.** This Operating Agreement constitutes the sole and only agreement of the parties, and supersedes any prior understandings or written or oral agreements between the Parties, concerning the subject matter of this Operating Agreement. There are no verbal or written representations, understandings, stipulations, agreements or promises pertaining to this Operating Agreement that are not incorporated in this Operating Agreement. If a provision of this Operating Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Operating Agreement and this Operating Agreement shall be construed and interpreted as if such invalid, illegal or unenforceable provisions had not been included. All exhibits referenced in this Operating Agreement are attached and incorporated by reference for all purposes.

19. **Applicable Law.** This Operating Agreement shall be construed and interpreted in accordance with Texas law. The parties agree that this Operating Agreement is performable in Williamson County, Texas.
20. **Amendment.** This Operating Agreement may not be modified or amended except in writing signed by the City and Operator.
21. **Non-Assignment.** Operator shall not assign or transfer any right or interest in the Operating Agreement, in whole or in part, without prior written approval of the City. Operator shall not sublease or rent out any part of the premises without prior written consent of the City. This Operating Agreement shall bind the parties, and their respective legal representative, successors, and permitted assigns.
22. **No Third-Party Beneficiaries.** This Operating Agreement shall not be construed as affording any rights or benefits to anyone other than City and Operator.

EXECUTED this ____ day of _____, 2020.

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

ACKNOWLEDGMENT

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2020, by _____, a person known to me in his capacity as _____ of the _____.

Notary Public – State of Texas

City of Georgetown, Texas

By: _____
Dale Ross, Mayor

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2020, by Dale Ross, a person known to me in his capacity as Mayor of the City of Georgetown, Texas.

Notary Public – State of Texas

EXHIBIT "A"

801 West Street, Georgetown, Williamson County, Texas, which is located on Lot 1-6 of Block I of the designated Urban Renewal area, known as the Shotgun House.



EXHIBIT "B"
OPERATING REQUIREMENTS

During the Operating Term of the Operating Agreement, Operator shall be responsible for:

- A. Providing cultural and educational activities related to Georgetown's African-American community during Black History month (February), Martin Luther King Jr. Day, the Red Poppy Festival, and Juneteenth (observance).
- B. Operator shall provide all equipment to operate Property Provided
- C. Operator will provide all regular housekeeping of the premises.
- D. Operator shall provide an annual Black History display at the Georgetown Public Library.
- E. Alcohol Policy. If the Operator sells alcohol, or leases the premises to a sublessee who will serve alcohol, the Operator shall receive prior written approval by the City. Whenever alcohol is served on the premises, the Operator and its lessee are subject to all state and federal laws and regulations, including the Texas Alcoholic Beverage Code.
- F. Annual Report. Each year, on the First day of October, Operator will provide a report to Council that includes the number and description of cultural and educational programs, attendance of programs, number of days the Property Provided was open to the public.

EXHIBIT "C"
INSURANCE REQUIREMENTS

Minimum insurance limits for Operator to provide throughout the operating term of this Operating Agreement, at the Operator's expense are as follows:

Minimum liability for damage claims through public use or arising out of accidents or injuries occurring in or around the described premises,

- \$100,000.00 per person each occurrence,
- \$300,000.00 accident each occurrence,
- \$100,000.00 property damage each occurrence.

The Operator also shall obtain insurance to cover the Operator's property including equipment located in the Space Provided.

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Public Hearing and First Reading of an Ordinance for a **Zoning Map Amendment** to **rezone 76.51 acres** out of the William Addison League, Abstract No. 21, **from the Residential Single-Family (RS) and Agriculture (AG) districts to the Residential Single-Family (RS) district**, for the property generally located along **Maple Street, north of Westinghouse Rd and south of W Ridge Line Blvd** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of Applicant's Request

The applicant is requesting to rezone the subject property to Residential Single-Family (RS) district to develop the property with a residential subdivision. A portion of the subject property (approximately 9.2 acres) is already zoned Residential Single-Family (RS); with this request the remainder of the property would also be zoned Residential Single-Family (RS).

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 complies with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in the attached Staff Report.

Public Comments:

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (71 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (November 17, 2019) and signs were posted on-site. To date, staff has received no written comments in favor or in opposition to the request.

Planning & Zoning Commission (P&Z) Action:

At their meeting on December 3, 2019, the P&Z unanimously recommended approval of the request.

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:

Andreina Dávila-Quintero, AICP, Current Planning Manager

ATTACHMENTS:

2019-18-REZ - P&Z Staff Report

Exhibit 1 - Location Map

Exhibit 2 - Future Land Use Map

Exhibit 3 - Zoning Map

Exhibit 4 - Design and development standards of the RS district

Exhibit 5 - Letter of Intent

Ordinance with Exhibits



Planning and Zoning Commission Planning Department Staff Report

Report Date: November 27, 2019
Case No: 2019-18-REZ
Project Planner: Andreina Dávila-Quintero, AICP, Current Planning Manager

Item Details

Project Name: Marroquin Rezoning
Project Location: East side of Maple Street, north of Westinghouse Rd and south of W Ridge Line Blvd, within City Council district No. 7.
Total Acreage: 76.51 acres
Legal Description: 76.51 acres out of the William Addison League, Abstract No. 21

Representative: Carlson, Brigrance and Doering, Inc., c/o Geoff Guerrero
Property Owner: Ben Marroquin, James Marroquin, John Marroquin, Roland Burke, William Byers Estate (Mary Herrick), Doris Galvan Marroquin Family Trust (Doris Galvan, Trustee)

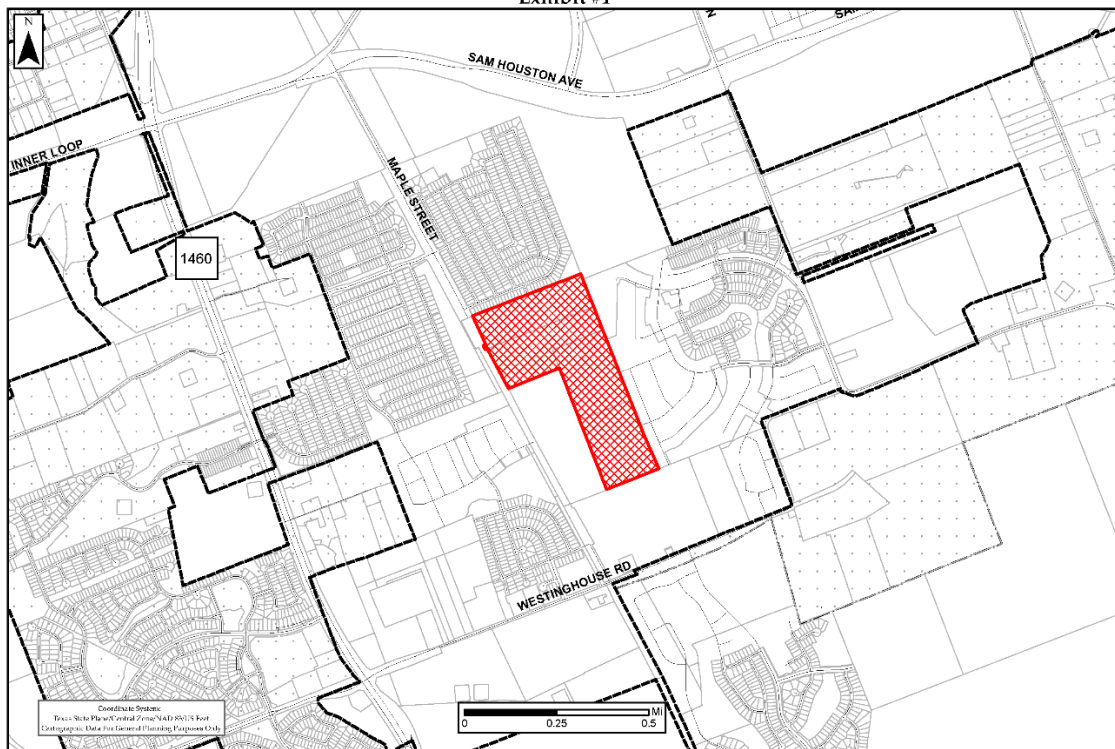
Request: Zoning Map Amendment to rezone the subject property from **Agricultural (AG) and Residential Single-Family (RS)** to **Residential Single-Family (RS)**

Case History: This is the first public hearing of this request.



Location Map
2019-18-REZ
Exhibit #1

Legend
Site
Parcels
City Limits
Georgetown ETJ



Planning Department Staff Report

Overview of Applicant's Request

The applicant is requesting to rezone the subject property to Residential Single-Family (RS) district to develop the property with a residential subdivision. A portion of the subject property (approximately 9.2 acres) is already zoned Residential Single-Family (RS); with this request the remainder of the property (approximately 67.31 acres) would also be zoned Residential Single-Family (RS). The Letter of Intent (Exhibit 5) suggests KB Home will be the property developer.

Site Information

Location:

The subject property is in the southernmost portion of the city limits of Georgetown, south of the Pinnacle Park subdivision and north of Westinghouse Road between Higgs Road and Maple Street.

Physical and Natural Features:

The subject property is currently undeveloped. It is generally flat with very little vegetation and contains two small ponds. There are no significant natural features on this property.

Future Land Use and Zoning Designations:

The subject property has a Future Land Use designation of Moderate Density Residential. It is currently zoned Agricultural (AG) (approximately 67.31 acres) and Residential Single-Family (RS) (approximately 9.2 acres).

Surrounding Properties:

The surrounding area is residential in nature. The subject property is adjacent to the Pinnacle Park subdivision to the north. Other residential subdivisions within the vicinity include La Contrerra and Westhaven to the west, and Fairhaven to the east. The subject property is bordered to the south by land currently subject to a rezoning request to Residential Single-Family (RS), Case No. 2019-16-REZ.

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	Residential Single-Family (RS)	Moderate Density Residential	Residential (Pinnacle Park subdivision)
South	Agricultural (AG) (pending rezoning to RS (2019-16-REZ)) and Residential Single-Family (RS)	Moderate Density Residential and Low-Density Residential	Vacant
East	Planned Unit Development (PUD)	Low-Density Residential	Residential (Fairhaven subdivision)
West (across Maple Street)	Residential Single-Family (RS), and Agriculture (AG)	Moderate Density Residential	Residential (La Contrerra subdivision)

Planning Department Staff Report

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
	(pending rezoning to RS (2019-16-REZ))		



2019-18-REZ

Aerial



Property History:

The subject property was incorporated into the city in 2006 as part of a large 134.5-acre annexation initiative (Ordinance 2006-125), at which time it received the current Agriculture (AG) zoning district designation. Agriculture (AG) is the default zoning category when lands are annexed into Georgetown.

Comprehensive Plan Guidance

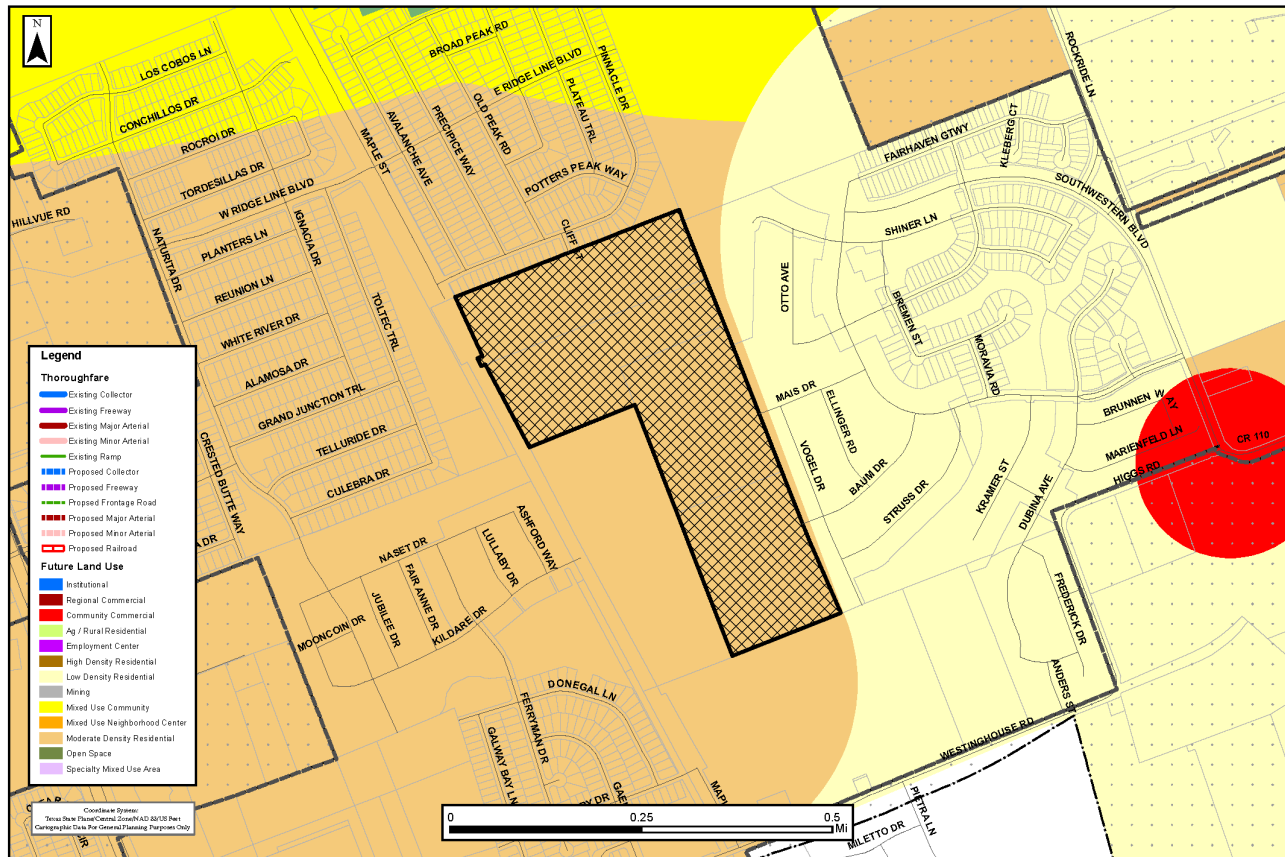
Future Land Use Map:

The Moderate Density Residential category is described in the 2030 Comprehensive Plan as comprising single family neighborhoods that can be accommodated at a density ranging between 3.1 and 6 dwelling units per gross acre, with housing types including small-lot detached and attached single-family dwellings (such as townhomes). This category may also support complementary non-residential uses along major roadways such as neighborhood-serving retail, office, institutional, and civic uses, although such uses may not be depicted on the Future Land Use Map.



Future Land Use / Overall Transportation Plan 2019-18-REZ Exhibit #2

Legend
 Site
 Parcels
 City Limits
 Georgetown ETJ



Growth Tier: 1A

The subject property is located within Growth Tiers 1A (the northwest 17.38 acres) and 2.

Tier 1A is the portion of the city where infrastructure systems are in place, or can be economically provided, and where the bulk of the city's growth should be guided over the near term. Within Tier 1A, the city is called on to conduct assessments of public facility conditions and capacities, and to prioritize short- and long-term capital investments so as to ensure that infrastructure capacity is sufficient to serve development intensities as indicated on the Future Land Use Map and in the zoning districts.

Tier 2 (generally) lies outside the city limits, but within the City's extraterritorial jurisdiction (ETJ). 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 requests for annexation, extension of City services, and rezonings in this area.

Utilities

The subject property is located within the City's service area for water and wastewater. Additionally, it is located within the Oncor service area for electric. It is anticipated that there is adequate water and

Planning Department Staff Report

wastewater capacity to serve the subject property at this time. A Utility Evaluation to determine capacity and any necessary utility improvements has been submitted and approved.

Transportation

The northern portion of the subject property has frontage on extended Maple St. The abutting property to the south is the subject of a pending rezoning (2019-16-REZ), which has frontage on extended Maple St and Westinghouse Rd. While the Letter of Intent does not indicate how access and circulation will occur, the subject property will be required to connect to existing street stubs from adjacent developments. Additionally, the property to the south is intended to be developed with access from extended Maple St and Westinghouse Rd and internal streets to distribute internal trips. It is anticipated that the subject property will be developed in a similar manner, with internal streets connecting to this development consistent with the Unified Development Code (UDC). This would preserve capacity on extended Maple St and Westinghouse Rd, as well as provide the residents of the subdivisions with a pedestrian network for travel and exercise.

The 2035 Thoroughfare Map depicts Maple Street as a proposed major collector. Collector level streets are intended to balance traffic between arterial streets and local streets. These streets tend to carry a high volume of traffic over shorter distances, providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system. Local streets can access both collector level streets and arterial level streets.

A Traffic Impact Analysis (TIA) will be required at time of Subdivision Plat 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 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.

Intergovernmental and Interdepartmental Review

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. No comments were issued regarding the zoning request.

Planning Department Staff Report

Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it complies with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in the chart below.

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	Complies	An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.
2. The zoning change is consistent with the Comprehensive Plan.	Complies	<p>The Moderate Density Residential category is described in the 2030 Comprehensive Plan as comprising single family neighborhoods that can be accommodated at a density ranging between 3.1 and 6 dwelling units per gross acre, with housing types including small-lot detached and attached single-family dwellings (such as townhomes).</p> <p>The request for RS is consistent with the Moderate Density Residential designation on the future land use map. The RS district allows for detached and attached single family development at a density of up to 7.92 dwelling units per gross acre (5,500 sf. minimum lot size). Infrastructure such as roads, open space, and parkland typically account for 30% of the land area in a subdivision. The land remaining for development would yield a density consistent with the Moderate Density Residential designation. The subdivisions surrounding the subject property, which consist of 5,500 and larger lots, range between 3.3 and 5 dwelling units per gross acre.</p>
3. The zoning change promotes the health, safety or general welfare of the	Complies	The subject property is in a growing residential area with adequate access to major roadways. The RS designation is

Planning Department Staff Report

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
City and the safe orderly, and healthful development of the City.		<p>consistent with the development pattern in the area.</p> <p>To promote the safe, orderly, and healthful development of the City, to include the staged, orderly expansion of contiguous development to coincide with the expansion of roads and infrastructure, this subdivision should connect with surrounding subdivisions through internal roadways and sidewalks consistent with the Unified Development Code. This would preserve capacity on extended Maple Street and Westinghouse Road as well as provide the residents of the subdivisions with a pedestrian network for travel and exercise.</p>
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	Complies	Land to the north, east, and west is zoned and developed with low-density residential development. The land to the south is the subject of a current rezoning case (2019-16-REZ) to allow for low-density residential development. This zoning change is compatible with the uses and the character of the neighborhood.
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	Complies	The size of the property enables thoughtful design and layout of residential development in the Residential Single-Family (RS) zone.

Based on the findings listed above, staff finds that the requested Residential Single-Family (RS) zoning designation complies with the approval criteria for a Zoning Map Amendment. Developing a large tract of land at one time enables coordinated provision of utility and transportation infrastructure. The Comprehensive Plan promotes the staged, orderly expansion of contiguous development to coincide with the expansion of roads and infrastructure. While the Letter of Intent does not provide details on how the property will be developed, this subdivision should connect with surrounding subdivisions through internal roadways and sidewalks consistent with the Unified Development Code. This would preserve capacity on extended Maple Street and Westinghouse Road as well as provide the residents of the subdivisions with a pedestrian network for travel and exercise.

Planning Department Staff Report

Meetings Schedule

December 3, 2019 – Planning and Zoning Commission

January 14, 2019– City Council First Reading of the Ordinance

January 28, 2019 – City Council Second Reading of the Ordinance

Public Notification

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (71 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (November 17, 2019) and signs were posted on-site. To date, staff has received no written comments in favor or in opposition to the request.

Attachments

Exhibit 1 – Location Map

Exhibit 2 – Future Land Use Map

Exhibit 3 – Zoning Map

Exhibit 4 – Design and development standards of the RS district

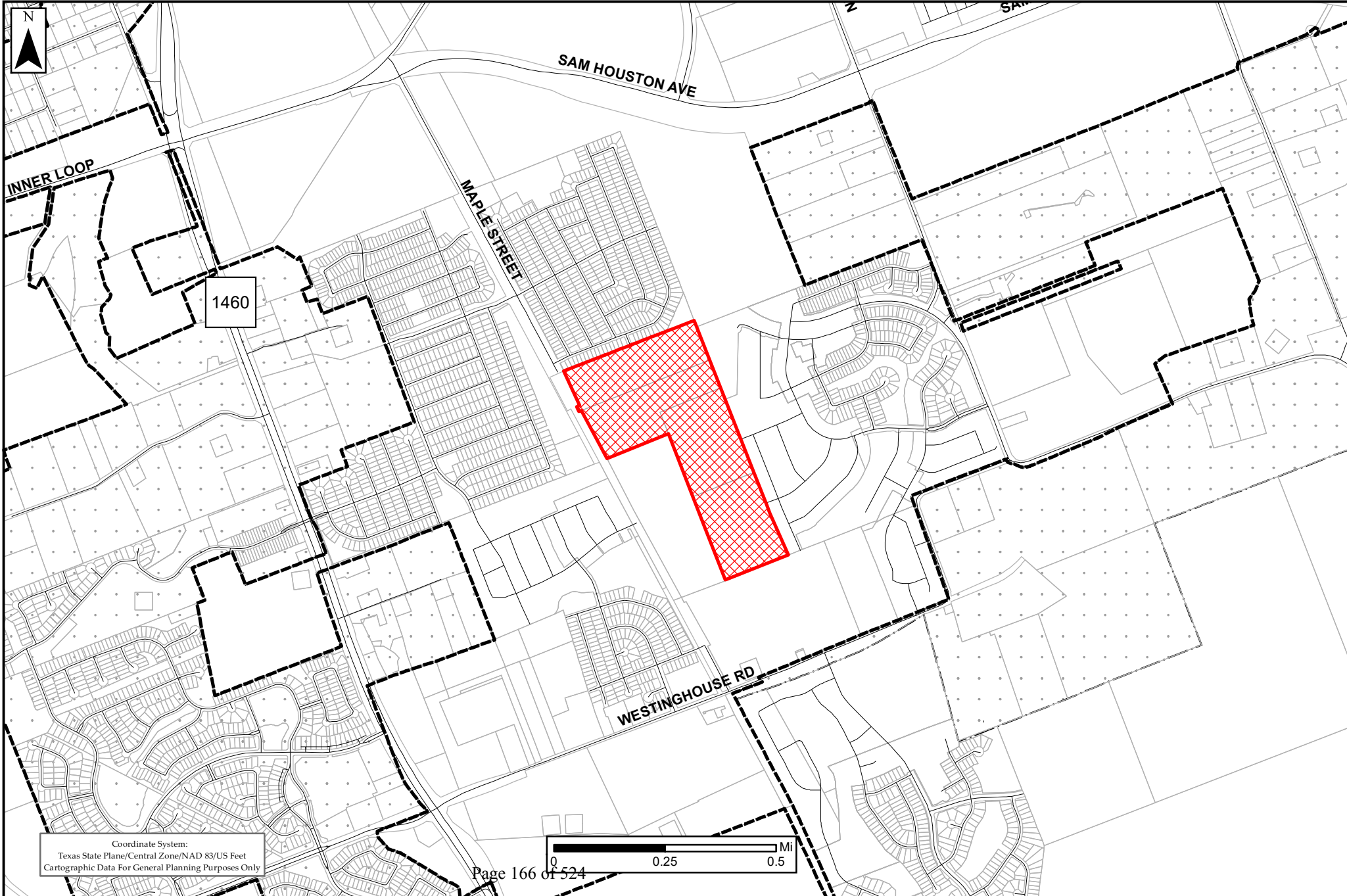
Exhibit 5 – Letter of Intent

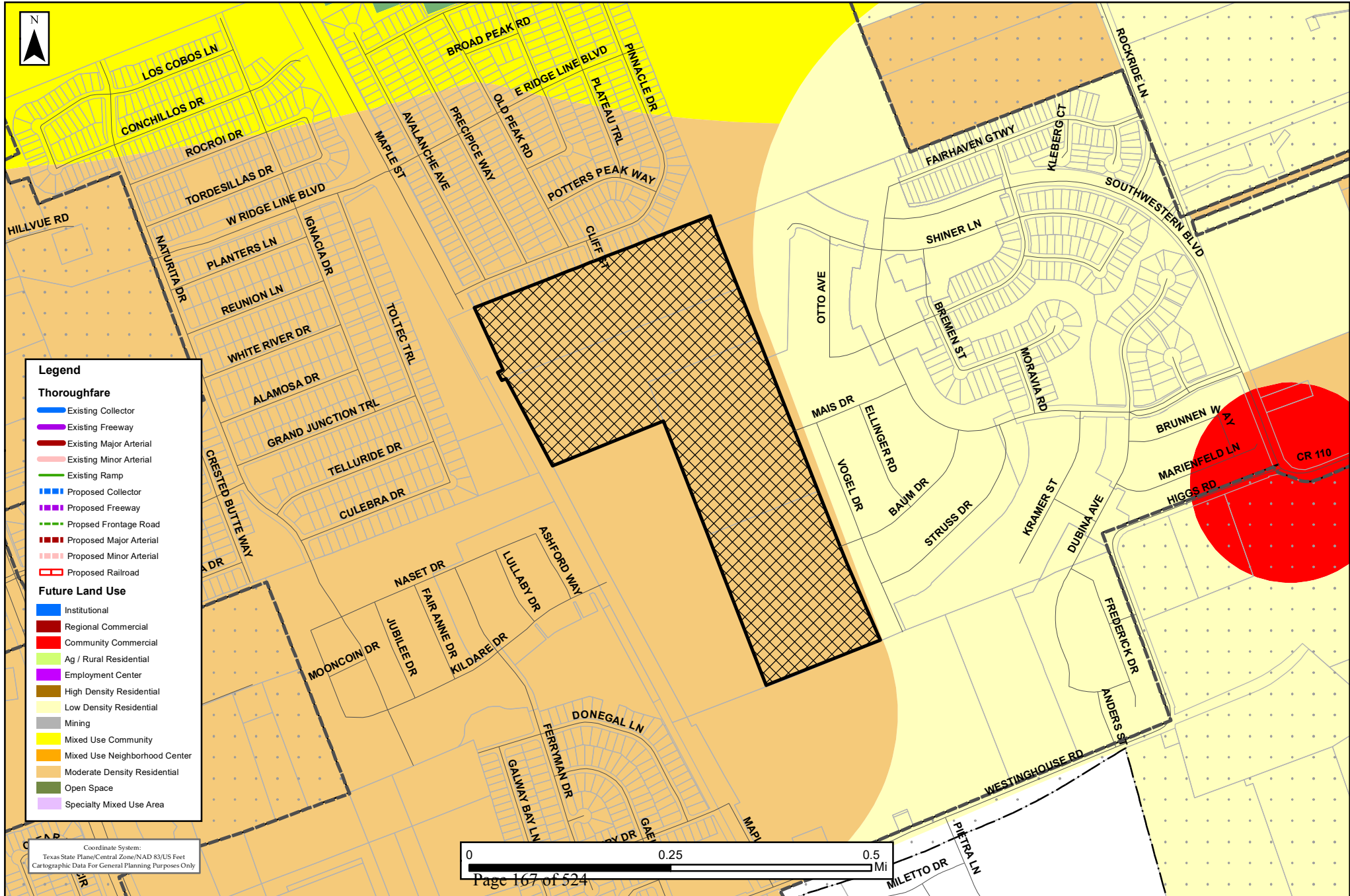
Location Map

2019-18-REZ

Exhibit #1

- Legend
-  Site
 -  Parcels
 -  City Limits
 -  Georgetown ETJ





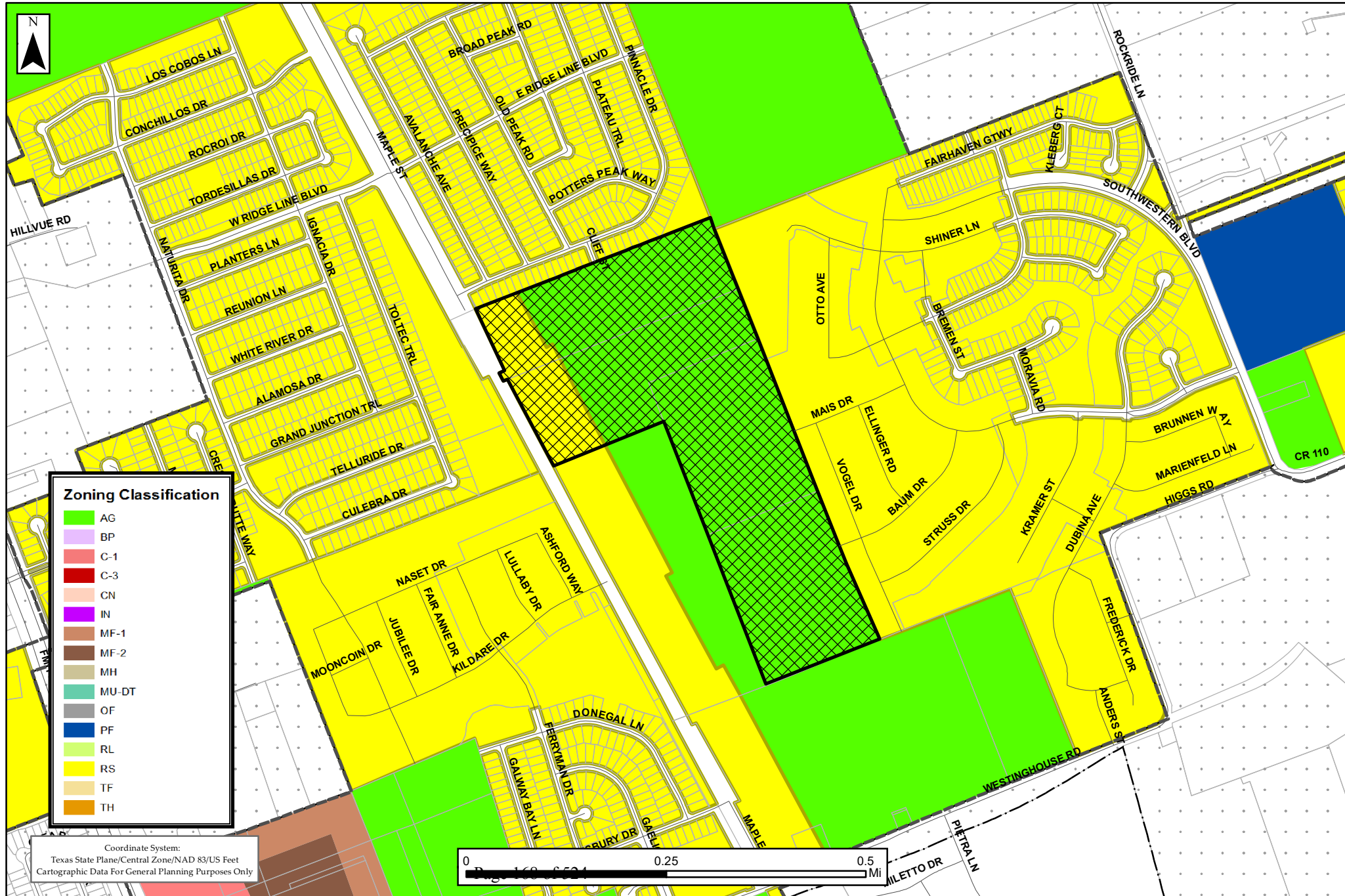
Zoning Information

2019-18-REZ

Exhibit #3

Legend

- Site
- Parcels
- City Limits
- Georgetown ETJ



Residential Single-Family (RS) District

District Development Standards		
Minimum Lot Size = 5,500 square feet	Front Setback = 20 feet	Bufferyard = 10 feet with plantings when non-residential develops adjacent to residential
Minimum Lot Width = 45 feet	Side Setback = 6 feet	
Corner Lot Width = 55 feet	Rear Setback = 10 feet	
Maximum Building Height = 35 feet	Side/Rear Street Setback = 15 feet	
	Street Facing Garage Setback = 25 feet	
	Unloaded Street Setback = 20 feet	

Specific Uses Allowed within the District		
Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Group Home (<7 residents)	Church (with columbarium)	Accessory Dwelling Unit
Single-family Detached	Day Care (family home)	Activity Center (youth/senior)
Utilities (Minor)	Golf Course	Bed and Breakfast (with events)
	Home Based Business	Cemetery/Columbaria/Mausoleum
	Nature Preserve/Community Garden	Community Center
	Neighborhood Amenity Center	Day Care (Group)
	Park (Neighborhood)	Emergency Services Station
	School (Elementary)	General Office
	Single-family Attached	Halfway House
	Utilities (Intermediate)	Hospice Facility
	Wireless Transmission Facility (<41')	Rooming/Boarding House
		School (Middle)



Carlson, Brigrance & Doering, Inc.
Civil Engineering ♦ Surveying

October 21, 2019

City of Georgetown
Planning Department
Attn: Mrs. Andreina Davila-Quintero, Acting Planning Manager
406 W. 8th Street
Georgetown, Texas 78626

**Re: Marroquin Tracts
CBD Job #4613**

Zoning Map Amendment (Re-Zoning) Letter of Intent

Dear Mrs. Davila-Quintero,

On behalf of the property developer, KB Home, and the combined owners of a total of four tracts of land; Carlson, Brigrance and Doering, Inc. respectfully submits this application for a Zoning Map Amendment in accordance with the UDC Section 3.06 of the City of Georgetown. A portion of these tracts is currently zoned RS along the future extension of Maple Street with the majority of the combined properties zoned AG. This re-zoning petition is to convert the AG land to RS.

The property associated with this re-zoning request is undeveloped and comprised of a total of four separate tracts of land (WCAD Parcel IDs: R038803, R038810, R038836 and R038835) for a total of 76.51 acres located south of the terminus of existing Maple Street. The City of Georgetown's Future Land Use Map designates this property as a combination of Low and Moderate Density Residential. The Growth Tier is also a combination of 1A and 2. Based on these land use measures the re-zoning request from AG to RS is compliant with the Comprehensive Plan.

This request is compliant with the approval criteria found in Section 3.06.03 of the Unified Development Code when considering consistency with the Comprehensive Plan, compatibility with surrounding conforming land uses and the orderly development of the City in this area. There are no Overlay or Historical implications on this property to comply with.

Thank you for your time and review of this project. Please let me know if you need any additional information in order to process this update.

Respectfully,
Carlson, Brigrance, & Doering Inc.

Geoff Guerrero
Director of Planning

ORDINANCE NO. _____

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone an approximately 76.51 acres out of the William Addison League, Abstract No. 21, generally located along Maple Street, north of Westinghouse Rd and south of W Ridge Line Blvd, from the Residential Single-Family (RS) and Agriculture (AG) districts to the Residential Single-Family (RS) district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12th day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

76.51 acres out of the William Addison League, Abstract No. 21, as fully described in Exhibit "B" 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 December 3, 2019, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on January 14, 2020, held an additional public hearing prior to taking action on the requested rezoning of the Property.

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:

Section 1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 2. The Official Zoning Map, as well as the Zoning District classification(s) for the Property is hereby amended from the Agriculture (AG) and Residential Single-Family (RS) districts to the Residential Single-Family (RS) district, in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Legal Description) and incorporated herein by reference.

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Ordinance Number: _____
Description: Marroquin
Date Approved: January 28, 2020

Page 1 of 2
Case File Number: 2019-18-REZ
Exhibits A-B Attached

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 14th day of January, 2020.

APPROVED AND ADOPTED on Second Reading on the 28th day of January, 2020.

THE CITY OF GEORGETOWN:

ATTEST:

Dale Ross
Mayor

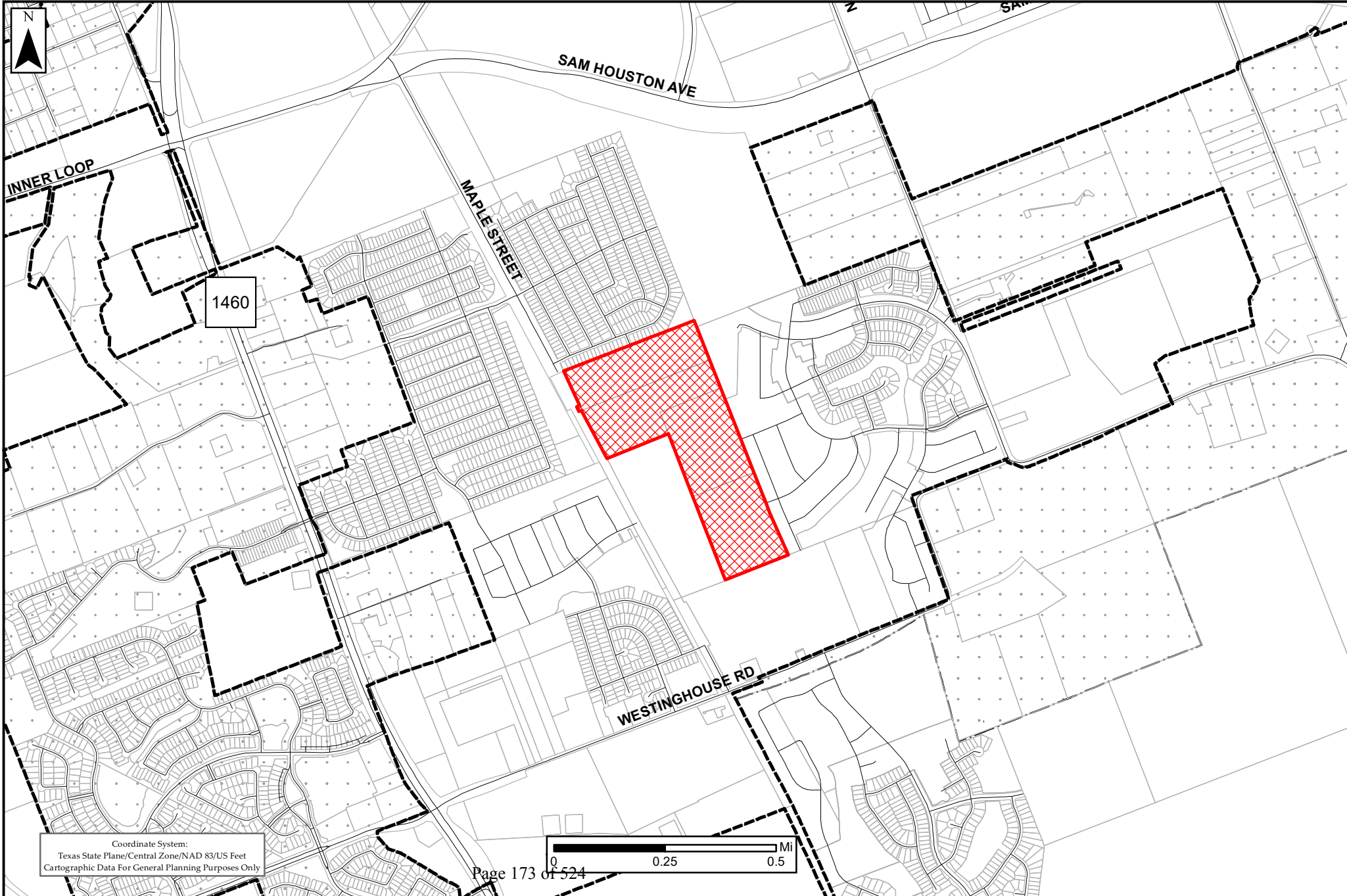
Robyn Densmore,
City Secretary

APPROVED AS TO FORM:

Charlie McNabb
City Attorney

Location Map 2019-18-REZ Exhibit #A

- Legend
-  Site
 -  Parcels
 -  City Limits
 -  Georgetown ETJ



Neal R. Landry
NEAL R. LANDRY

Allene Landry
ALLENE LANDRY

THE STATE OF TEXAS,
COUNTY OF WILLIAMSON.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Neal R. Landry and wife, Allene Landry, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of November, A.D. 1971.

William R. Stump
NOTARY PUBLIC in and for
Williamson County, Texas.

Filed for Record on the 29 day of

Nov

A.D. 1971, at 4:50 o'clock P.

Duly Recorded this the 30 day of

Nov

A.D. 1971, at 3:20 o'clock P.

DICK CERVENKA, County Clerk

Williamson County, Texas

By Andrea Etheridge Deputy

CONTRACT OF SALE AND PURCHASE

TEXAS VETERANS LAND PROGRAM

VLB ACCOUNT NO. 63458

THE STATE OF TEXAS:

4711

COUNTY OF TRAVIS:

WHEREAS, the Veterans Land Board of Texas, hereinafter called SELLER, has, in accordance with the provisions of Article III, Section 49-b, Constitution of Texas, and Acts of the 51st Legislature, R. S., 1949, Chapter 310, as amended, and in accordance with the Resolutions passed by the Veterans Land Board, together with the Rules and Regulations promulgated by said Board, purchased a tract of land, hereinafter described in this instrument; and,

WHEREAS, Bernard G. Marroquin of Travis County, Texas, hereinafter called BUYER, has complied with the requirements of said Board to purchase said land in accordance with the above provisions, which are made a part of this contract for all purposes:

NOW, THEREFORE, THE FOLLOWING PARTIES DO MAKE THIS AGREEMENT:

1. The Veterans Land Board of the State of Texas, acting by and through its Chairman, or Acting Chairman, for the consideration hereinafter mentioned, and the mutual promises hereinafter made, the sufficiency of which are hereby acknowledged, as Seller, agrees to sell, and Buyer agrees to buy, the hereinafter described tract of land, located in Williamson County, Texas.

2. It is hereby agreed between the Seller and the Buyer that all of the conditions, limitations and requirements, as well as all benefits and penalties contained in the Constitution of Texas, the Acts, as amended, the Resolutions and the Rules and Regulations, above referred to, shall be binding upon the parties hereto in the same manner as if they were fully recited herein.

This contract is subject to any reservations or exceptions set out in the deed, or deeds, by which this land was conveyed to the Seller, Veterans Land Board, if not incorporated herein.

3. The total consideration for this purchase is Nine Thousand Three
Hundred Seventy-Five Dollars and no/100 (\$ 9,375.00)

Dollars, of which the sum of Four Hundred Sixty-Eight Dollars and

75/100 (\$ 468.75) Dollars has been paid. The unpaid principal

of Eight Thousand Nine Hundred Six 25/100 (\$ 8,906.25)

Dollars shall be amortized over a period of not to exceed Forty (40) Years, with annual interest at the rate of Five and One-Half (5½%) Percent per annum upon all unpaid principal. Buyer shall pay, or cause to be paid, installments of principal and interest semi-annually to the Veterans Land Board, at Austin, Texas, on or before the first day of each February and August hereafter until the total purchase price and all interest are paid. The amount of unity and

no/100 (\$ 90.00) Dollars shall be due and payable on or before the first day of February, 19 72, and the amount of Two Hundred Seventy-Seven Dollars and no/100

(\$ 277.00) Dollars shall be due and payable semi-annually on or before the first day of each February and August thereafter until the total purchase price and interest have been paid. All interest and principal which shall become delinquent shall bear penal interest at the rate of Five (5%) Percent per annum from the date the same becomes delinquent. It is further agreed and understood that Buyer may on any installment date pay or cause to be paid any or all of the unpaid principal and accrued interest, but payment of a portion of the unpaid principal will not relieve Buyer from payment of the semi-annual installments thereafter in the amounts above set out until the total purchase is paid. This contract in no event shall extend over Forty (40) Years from the date of execution hereof.

The tract of land being sold and purchased under this Contract of Sale and Purchase is described as follows:

VL 271-1

-1-

all that contain

tract or parcel of land lying and being situated in Williamson County, Texas and described as follows:

BEING 19.06 acres of land in the William Addison League (Abstract No. 21) in Williamson County, Texas; it being a portion of the 75.38 acre tract of land that was conveyed by Deed dated October 9, 1969, from Arnold Clifford Funderburk and wife, Ethel Adair Funderburk to Neal R. Landry, and recorded in the Williamson County, Deed Records Volume 521, Page 517,

BEGINNING on a 1/2" steel stake placed beneath the fence on the East boundary line of the 75.38 acre parent tract as per W.C.D.R. Vol. 521, Page 517, for the southeast corner of the 19.06 acre Lot #1, and the northeast corner of the 19.00 acre Lot #2; and from which steel stake the southeast corner of the said 75.38 acre parent tract bears S 19° 07' 36" E for 280.51 feet, S 20° 56' 35" E for 192.33 feet, S 18° 59' 56" E for 1,491.74 feet and S 22° 10' 34" E for 537.44 feet,

1. Then with the average of the old fence on the east boundary line of said 75.38 acre parent tract, N 19° 07' 35" W for 504.13 feet to an old iron pipe found at the northeast corner of said 75.38 acre parent tract and the northeast corner of this 19.06 acre tract #1,

2. Then with the average of the old fence along the north boundary line of said 75.38 acre parent tract, on the following courses:
(A) S 70° 55' 07" W for 593.14 feet to a 1/2" steel stake placed;
(B) S 70° 55' 03" W for 466.43 feet to a 1/2" steel stake placed, and (C) S 70° 46' 04" W for 593.19 feet to a 1/2" steel stake placed in the East R.O.W. line of the M.K. & T Railroad, and at 90.0 feet from the center line of the tracks.

3. Then with the said east R.O.W. line (at 90.0 feet from said center line), S 26° 00' 00" E for 448.84 feet to a 1/2" steel stake placed for corner of said railroad R.O.W.

4. Then with a south line of said R.O.W. S 64° 00' 00" W for 40.0 feet to a 1/2" steel stake placed at a corner of said R.O.W. and at 50.0 feet from said center line.

5. Then parallel said center line and with the east boundary line of said R.O.W. S 25° 00' 00" E for 59.54 feet to a 1/2" steel stake placed for the southwest corner of this lot #1 and the northwest corner of the 19.00 acre tract #2.

6. Then with the boundary line between said tracts #1 and #2, N 70° 40' 52" E for 1,541.54 feet to the point of beginning, and containing 19.06 acres of land.

THE WARRANTY DEED TO SELLER HEREIN CONTAINS THE FOLLOWING:

Vendor's also hereby grant and convey unto the Veterans Land Board of the State of Texas its successors and assigns the free and uninterrupted use, liberty, privilege and easement passing in and along a certain way across certain adjoining tracts of land giving access to the above described tract of land, said easements being more particularly described as follows:

BEING 0.0674 acres of land in the William Addison League (Abstract 21) in Williamson County, Texas; It being a portion of the 75.33 acre tract of land that was conveyed by Deed dated October 9, 1969, from Arnold C. Funderburk and wife, Ethel A. Funderburk to Neal R. Landry, and recorded in the Williamson County Deed Records Volume 521, Page 517; and a portion of Lot #2 of said 75.33 acre parent tract.

BEGINNING on a 1/2" steel stake at the southwest corner of Lot #1 and the northwest corner of Lot #2 of the 75.33 acre parent tract, for the northwest corner of this easement 2N, in the East R.O.W. line of the M.K. & T. Railroad, and at 50.0 feet from its center line.

1. Then with the said east R.O.W. line and the West boundary line of said Lot #2, S 25° 00' 00" E for 99.64 feet to a point beside a gate latch post, for the southwest corner of this easement 2N; and from which point, the southwest corner of said lot #2, bears S 26° 00' 00" E at 555.05 feet,

2. Then N 64° 00' 00" E for 30.00 feet to a point for the southeast corner of this easement 2N.

3. Then N 26° 00' 00" W for 95.126 feet to a point on the North line of said lot #2 and on the south line of Lot #1 for the northeast corner of this easement 2N.

4. Then with the boundary line between said Lots #2 and #1, S 70° 40' 52" W for 30.205 feet to the place of beginning; and containing 0.0674 acres of land.

Vendor's hereby grant, sell and convey the free and uninterrupted use, liberty, privilege and easement of passing in and along a certain way over the first and third tract in the Deed from Jack R. Beaver, et ux to P. J. Rhodes et ux dated October 1, 1951 and recorded in Vol. 374, Page 285, Deed Records of Williamson County, Texas, said easement being 20 feet wide described as follows:

BEGINNING at the S.E. corner of the 24.62 acre tract of land described as First Tract in a Deed from Jack R. Beaver et ux to P. J. Rhodes, et ux, dated October 1, 1951, recorded in Book 374, Page 285, Deed Records of Williamson County, Texas; THENCE North along the East line of said 24.62 acre tract to the NE corner of this tract; THENCE West along the North line of said 24.62 acre tract to the N.W. corner of said tract; THENCE North along the East line of the 43.88 acre tract of land described as Third Tract in the Deed from Jack R. Beaver Et Ux to P. J. Rhodes et ux supra, to the N.E. corner of said 43.88 acre tract; THENCE West along the North line of said 43.88 acre tract to the public road;

BEING the same land conveyed by Jay L. Wolf to Arnold Clifford, Funderburk and wife, Ethel Adair Funderburk by Deed dated July 16, 1965 and recorded in Book 480, Page 32, Deed Records of Williamson County, Texas.

This conveyance is made and accepted subject to

an easement as described in Deed from Mrs. Adla Christine

Johnson Et Al to Gertie Cecelia Rosenblad dated December 6,

1921 recorded in Book 204, Page 549, Deed Records of Williamson

County, Texas, said easement being 20 feet in width along the

513

West side of the hereinabove described tract.

4. It is further agreed and understood that if any timber, gravel, sand, rock, chemical, hard metal, or soil of any substance or character, or any other interest or rights in and to said lands, improvements, or appurtenances thereto, is sold by the Buyer, the removal of which would deplete the corpus of the land, at least One-Half ($\frac{1}{2}$) of the net proceeds received therefrom, plus such additional portion of the net proceeds as may be necessary to retire any delinquencies, shall be paid to the Veterans Land Board, to be applied toward the payment of any unpaid balance of principal due or any delinquencies. Payments made in this manner shall not relieve the Buyer of his regular semi-annual installment payments or reduce the semi-annual payments hereinabove specified. No sale made under the provisions of this paragraph shall be effective until the same has been approved by the Chairman, or Acting Chairman, of the Board.

5. Buyer shall have the right to execute mineral leases on the above described lands, subject to approval of the Chairman, or Acting Chairman, of the Veterans Land Board. If an oil, gas or other mineral lease covering said lands, or any portion thereof, is in existence on the effective date of this contract, or is thereafter created, at least One-Half ($\frac{1}{2}$) of all bonuses, delay rentals and royalties payable thereunder shall be paid directly to the Board by the owner of such lease, and shall be applied toward the payment of any unpaid principal or delinquencies. Such payments shall not, however, relieve Buyer of making the regular semi-annual installments when due, or reduce the amount thereof. So long as the installments due hereunder are timely paid, the remaining One-Half ($\frac{1}{2}$) shall be paid directly to the Buyer, or to his credit by said lease owner; however, in the event the Buyer becomes delinquent in making his semi-annual payments as above set forth, the owner of such lease shall, upon receipt of written notice of such delinquency from the Board, make payment directly to the Board of the portion of the bonuses, delay rentals or royalties which otherwise would be payable to the Buyer, and such payments shall be applied to reduce the existing delinquency.

6. Buyer agrees to prevent encroachment on said lands, agrees to prevent any waste thereupon, to protect the rights of the Board as purchaser of said lands, to keep all improvements insured at all times, whether the buildings are occupied or unoccupied, and in the amounts specified by the Board. The insurance policy shall be written in the name of the Buyer, with loss payable or mortgage clause to the Board, as its interest may appear; and the original insurance policy shall be filed with the Buyer's Contract in the General Land Office, at Austin, Texas.

7. Buyer understands that this Contract of Sale and Purchase can only be transferred with the approval of the Seller and only on forms and by following instructions furnished to him by the Seller and that the contract cannot be transferred, sold or conveyed until he shall have enjoyed possession for a period of three (3) years from the effective date hereof, after which period Buyer may transfer, sell or convey said property, subject to approval of the Seller; provided however as the only exceptions allowed by law, that the said property may be transferred, sold or conveyed prior to the expiration of said 3-year period in the event the Buyer dies or becomes incapacitated by reason of illness or accident and provided further, that in making any transfer, sale or conveyance of said property, the Buyer, as assignor, may not reserve any interest therein. These provisions shall not be construed to prohibit Buyer from transferring, selling or conveying the property at any time upon payment in full of the entire indebtedness to Seller.

8. Buyer agrees to furnish Seller, on or before May 1st of each year hereinafter and during the term of this contract, evidence that all taxes for the previous year have been paid in full.

9. It is fully understood by the Buyer that he or any of his assignees shall be jointly and severally liable for any and all moneys due under this Contract of Sale and Purchase, and Buyer shall be primarily liable for such payments; and if at any time it becomes necessary for Seller to forfeit this contract, then the full amount of delinquent installments, interest and other penalties as may be due at the time the forfeiture occurs, may be collected by Seller from Buyer, or his assignees, or both.

10. When the entire indebtedness due by the Buyer under this contract is paid, Seller agrees to execute a deed, under its official seal, to the original purchaser of said land, or to the last assignee whose assignment has been approved by the Seller.

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11. It is further agreed and understood that in the event a patented survey contains excess acreage, and any portion thereof has been included herein, or that unsurveyed school land is contained within the boundaries of said lands, Seller, by the execution of this contract, or any deed pursuant thereto, does not purport to grant, sell or convey any right, title or interest in and to said excess or unsurveyed school land to Buyer, his heirs or assigns.

12. The failure of Buyer to comply with the terms of this contract, or with any of the provisions of the Act above referred to, or the regulations of the Seller, or any resolutions, all hereinabove referred to, shall subject this contract to forfeiture.

THE EFFECTIVE DATE OF THIS CONTRACT IS: December 3, 1971

VETERANS LAND BOARD OF THE STATE OF TEXAS

BY

Bob Armstrong
Bob Armstrong, Chairman

BUYER

1201 W. 24th Suite 101
ADDRESS

AUSTIN TEXAS 78705

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Bob Armstrong, Chairman, Veterans' Land Board of the State of Texas, 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 therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of November, A. D. 19 71.

Maureen
Notary Public in and for Travis
County, Texas

THE STATE OF TEXAS
COUNTY OF Williamson: Before me, the undersigned authority, on this day personally appeared Bernard G. Marroquin, 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 the 26th day of November, 19 71.

William R. Stump
NOTARY PUBLIC Williamson,
COUNTY, TEXAS

(SEAL)

Filed for Record on the 29 day of

Duly Recorded this the 30 day of

Nov A. D. 19 71 at 4:50 o'clock P. M.

Nov A. D. 19 71 at 3:25 o'clock P. M.

DICK CERVENKA, County Clerk

Williamson County, Texas

By Barbara C. Threlkeld Deputy

501
RECEIVED

OCT 26 1971

General Land Office

NEAL R. LANDRY ET UX

TO

VETERANS LAND BOARD
OF THE STATE OF TEXAS

THE STATE OF TEXAS,
COUNTY OF WILLIAMSON.

§
§
§
KNOW ALL MEN BY THESE PRESENTS:

4712
THAT WE, Neal R. Landry and wife, Allene Landry of Williamson County, Texas, for and in consideration of the sum of Nine Thousand Three Hundred Seventy-five and NO/100 (\$9,375.00) Dollars cash to us in hand paid by the Veterans' Land Board of the State of Texas, the receipt of which is hereby acknowledged and confessed;

Have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Veterans' Land Board of the State of Texas, except as below stated, all that certain tract or parcel of land lying and being situated in Williamson County, Texas and described as follows:

BEING 19.00 acres of land in the William Addison League (Abstract 21) in Williamson County, Texas; it being a portion of the 75.38 acre tract of land that was conveyed by Deed dated October 9, 1969, from Arnold Clifford Funderburk and wife, Ethel Adair Funderburk to Neal R. Landry, and recorded in the Williamson County Deed Records Volume 521, Page 517.

BEGINNING on a 1/2" steel stake placed beside the corner post at the southeast corner of the 75.38 acre parent tract, as per W.C.D.R. Vol. 521, Page 517; for the southeast corner of this 19.00 acre tract #4 herein described.

1. Then with the average of the old fence on the east boundary line of the said 75.38 acre parent tract, N 22° 10' 34" W for 537.44 feet to a 1/2" steel stake placed beside a 19" Hackberry tree.
2. Then continue with said old fence, N 18° 59' 56" W for 509.96 feet to a 1/2" steel stake placed beneath the said fence for the Northeast corner of this 19.00 acre lot #4 and the southeast corner of the 19.45 acre Lot #3.
3. Then with the boundary line between this lot #4 and the said lot #3, S 79° 23' 47" W for 784.35 feet to a 1/2" steel stake placed beneath the fence on the west boundary line of the said 75.38 acre parent tract, for the northwest corner of this Lot #4 and the southwest corner of said Lot #3. Then with the average of the old fence on said west boundary line, S 19° 04' 08" E for 690.20 feet to a 1/2" steel stake placed beside a corner post at a bend in the fence.
4. Then continue with said fence, S 19° 58' 10" E for 357.24 feet to an old iron pipe found beside the fence corner post, for the southwest corner of the said 75.38 acre parent tract and the southwest corner of this 19.00 acre Lot #4.

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5. Then with the average of the old fence on the south line of the 75.38 acre parent tract, N 70° 21' 20" E for 807.25 feet to the point of beginning; and containing 19.00 acres of land.

Grantors hereby grant, sell and convey the free and uninterrupted use, liberty, privilege and easement of passing in and along the certain way an access easement more particularly described as follows:

BEING 0.9244 acres of land in the William Addison League Abstract No. 21, Williamson County, Texas; it being a portion of the 75 acres tract of land that was conveyed by Deed dated October 9, 1969 from Arnold C. Funderburk and wife, Ethel A. Funderburk to Neal R. Landry recorded in Williamson County Deed Records in Vol. 521, Page 517, and a portion of Lot 2 of said 75.38 acre tract.

BEGINNING at a point beside a gate latch post on the East R.O.W. line of the M. K. & T. Railroad, and 50.0 feet from its center line; and from which point the northwest corner of said Lot #2 bears N 26° 00' 00" W at 99.64 feet.

1. Then with said East R.O.W. line and the West boundary line of said Lot #2, S 26° 00' 00" E for 555.05 feet to a 1/2" steel stake at the southwest corner of said Lot #2.
2. Then with the south boundary line of said Lot #2, N 70° 30' 46" E for 783.89 feet to an old iron pipe at a southeast corner of said Lot #2 and on the west line of Lot #3.
3. Then with the west line of Lot #3 and an east line of Lot #2, N 19° 04' 08" W for 30.00 feet to a point at a northeast corner of this easement 2S; and from which point the northwest corner of Lot #3 bears N 19° 04' 08" W at 241.38 feet.
4. Then S 70° 30' 46" W for 757.34 feet to a point.
5. Then N 26° 00' 00" W for 558.28 feet to a point.
6. Then S 64° 00' 00" W for 30.00 feet to a point on the East R.O.W. line of said M. K. & T. Railroad and on the west boundary line of Lot #2.
7. Then with said East R.O.W. line and said East line of Lot #2, S 26° 00' 00" E for 30.00 feet to the point of beginning; and containing 0.9244 acres of land.

Also over and across the 0.5786 acre tract of land in the same survey and being a portion of Lot No. 3 in said 75.38 acre parent tract more particularly described as follows;

BEGINNING on the 1/2" steel stake at the northwest corner of Lot #4 and the southwest corner of Lot #3 in said 75.38 acre parent tract; and from which steel stake the southwest corner of said Lot #4 bears S 19° 04' 08" E for 590.20 feet and S 19° 58' 10" E for 357.24 feet.

1. Then along the south line of said Lot #3 and the north line of Lot #4, N 70° 23' 47" E for 30.00 feet to a point for the southeast corner of this easement 3W.
2. Then N 19° 04' 08" W for 840.13 feet to a point for the northeast corner of this easement 3W.
3. Then S 70° 30' 46" W for 30.00 feet to a point on the West line of said Lot #3 and on an east line of Lot #2, for the northwest corner of this easement 3W.
4. Then S 19° 04' 08" E (with the line between said lots #3 and #2, at 30.00 feet is an old iron pipe at a southeast

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corner of said Lot #2, and continue with the west line of said Lot #3) for a total distance of 840.19 feet to the place of beginning and containing 0.5786 acres of land.

Grantors also hereby grant, sell and convey the free and uninterrupted use, liberty and privilege and easement of passing in and along a certain way over the first and third tract in a Deed from Jack R. Beaver Et Ux to P. J. Rhodes Et Ux dated October 1, 1951 and recorded in Vol. 374, Page 286, Deed Records of Williamson County, Texas, said easement being 20 feet wide described as follows:

BEGINNING at the S.E. corner of the 24.62 acre tract of land described as First Tract in a Deed from Jack R. Beaver Et Ux to P. J. Rhodes, et ux, dated October 1, 1951, recorded in Book 374, Page 286, Deed Records of Williamson County, Texas; THENCE North along the East line of said 24.62 acre tract to the NE corner of this tract; THENCE West along the North line of said 24.62 acre tract to the N.W. corner of said tract; THENCE North along the east line of the 43.88 acre tract of land described as Third Tract in the Deed from Jack R. Beaver Et Ux to P. J. Rhodes et ux supra, to the N.E. corner of said 43.88 acre tract; THENCE West along the north line of said 43.88 acre tract to the public road;

BEING the same land conveyed by Jay L. Wolf to Arnold Clifford, Funderburk and wife, Ethel Adair Funderburk by Deed dated July 16, 1965 and recorded in Book 480, Page 32, Deed Records of Williamson County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Veterans' Land Board, of the State of Texas, its successors and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend, all and singular the said premises unto the said Veterans' Land Board, of the State of Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS OUR HANDS this the 24th day of November, 1971.

Neal R. Landry
NEAL R. LANDRY

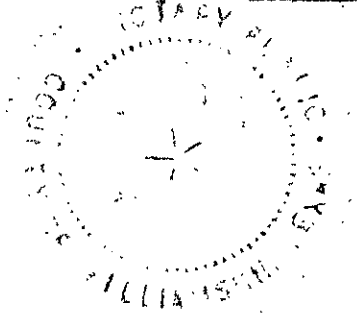
Allene Landry
ALLENE LANDRY

THE STATE OF TEXAS,
COUNTY OF WILLIAMSON.

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Neal R. Landry and wife, Allene Landry, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of November, A.D. 1971.



William R. Stephens
NOTARY PUBLIC in and for
Williamson County, Texas.

Filed for Record on the 29 day of

Nov

A.D. 1971, at 4:50 o'clock P.M.

Duly Recorded this the 30 day of

Nov

A.D. 1971, at 3:30 o'clock P.M.

DICK CERVENKA, County Clerk
Williamson County, Texas

By Dandra Etheredge Deputy

CONTRACT OF SALE AND PURCHASE

TEXAS VETERANS LAND PROGRAM

VLB ACCOUNT NO. 63462

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

WHEREAS, the Veterans Land Board of Texas, hereinafter called SELLER, has, in accordance with the provisions of Article III, Section 49-b, Constitution of Texas, and Acts of the 51st Legislature, R. S., 1949, Chapter 310, as amended, and in accordance with the Resolutions passed by the Veterans Land Board, together with the Rules and Regulations promulgated by said Board, purchased a tract of land, hereinafter described in this instrument; and,

WHEREAS, Roland T. Burke of Travis County, Texas, hereinafter called BUYER, has complied with the requirements of said Board to purchase said land in accordance with the above provisions, which are made a part of this contract for all purposes:

NOW, THEREFORE, THE FOLLOWING PARTIES DO MAKE THIS AGREEMENT:

1. The Veterans Land Board of the State of Texas, acting by and through its Chairman, or Acting Chairman, for the consideration hereinafter mentioned, and the mutual promises hereinafter made, the sufficiency of which are hereby acknowledged, as Seller, agrees to sell, and Buyer agrees to buy, the hereinafter described tract of land, located in Williamson County, Texas.

2. It is hereby agreed between the Seller and the Buyer that all of the conditions, limitations and requirements, as well as all benefits and penalties contained in the Constitution of Texas, the Acts, as amended, the Resolutions and the Rules and Regulations, above referred to, shall be binding upon the parties hereto in the same manner as if they were fully recited herein.

This contract is subject to any reservations or exceptions set out in the deed, or deeds, by which this land was conveyed to the Seller, Veterans Land Board, if not incorporated herein.

3. The total consideration for this purchase is Nine Thousand Three Hundred Seventy-Five Dollars and no/100 (\$ 9,375.00) Dollars, of which the sum of Four Hundred Sixty-Eight Dollars and 75/100 (\$ 468.75) Dollars has been paid. The unpaid principal of Eight Thousand Nine Hundred Six Dollars 25/100 (\$ 8,906.25) Dollars shall be amortized over a period of not to exceed Forty (40) Years, with annual interest at the rate of Five and One-Half (5½%) Percent per annum upon all unpaid principal. Buyer shall pay, or cause to be paid, installments of princi-

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VETERANS LAND BOARD
OF THE STATE OF TEXAS

NEAL R. LANDRY ET UX

TO

THE STATE OF TEXAS,
COUNTY OF WILLIAMSON.

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

THAT WE, Neal R. Landry and wife, Allene Landry of Williamson County, Texas, for and in consideration of the sum of Nine Thousand Three Hundred Seventy-five and NO/100 (\$9,375.00) Dollars cash to us in hand paid by the Veterans' Land Board of the State of Texas, the receipt of which is hereby acknowledged and confessed;

Have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Veterans' Land Board of the State of Texas, except as below stated, all that certain tract or parcel of land lying and being situated in Williamson County, Texas and described as follows:

BEING 19.45 acres of land in the William Addison League (Abstract 21) in Williamson County, Texas; it being a portion of the 75.38 acre tract of land that was conveyed by Deed dated October 9, 1969 from Arnold Clifford Funderburk and wife, Ethel Adair Funderburk to Neal R. Landry, and recorded in the Williamson County Deed Records Volume 521, Page 517.

BEGINNING on a 1/2" steel stake placed beneath the fence on the East line of the 75.38 acre parent tract, as per W.C.D.R. Vol. 521, Page 517, for the southeast corner of this 19.45 acre tract #3 and the northeast corner of the 19.00 acre tract #4; and from which steel stake the southeast corner of the said 75.38 acre parent tract bears S 18° 59' 56" E for 509.96 feet and S 22° 10' 34" E for 537.44 feet.

1. Then with the average of the old fence on the east boundary line of the said 75.38 acre parent tract, N 18° 59' 56" W for 981.78 feet to a fence corner post.
2. Then N 20° 56' 35" W for 96.52 feet to a 1/2" steel stake placed for the northeast corner of this 19.45 acre tract #3 and the southeast corner of the 19.00 acre tract #2.
3. Then with the boundary line between said tracts #3 and #2, S 70° 39' 37" W for 782.17 feet to a 1/2" steel stake placed for the northwest corner of this 19.45 acre lot #3 and the re-entrant corner of the 19.00 acre lot #2.
4. Then with the boundary line between said lots #3 and #2, S 19° 04' 08" E for 271.38 feet to an old iron pipe found beside a corner post at the re-entrant corner of the said 75.38 acre parent tract.
5. Then with the average of the old fence on the west line of said 75.38 acre parent tract S 19° 04' 08" E for 810.19 feet to a 1/2" steel stake placed beneath the fence for the southwest corner of this 19.45 acre tract #3 and the northwest corner of the 19.00 acre tract #4.
6. Then with the boundary line between said tracts #3 and #4, N 70° 23' 47" E for 784.35 feet to the point of beginning and

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containing 19.45 acres of land.

Grantors hereby grant, sell and convey the free and uninterrupted use, liberty, privilege of passing in and along the certain way, being an access easement more particularly described as follows:

BEING 0.9244 acres of land in the William Addison League (Abstract 21) in Williamson County, Texas; it being a portion of the 75.38 acre tract of land that was conveyed by Deed dated October 9, 1969 from Arnold C. Funderburk and wife Ethel A. Funderburk to Neal R. Landry, and recorded in the Williamson County Deed Records Volume 521, Page 517, and a portion of Lot #2 of said 75.38 acre parent tract.

BEGINNING on a point beside a gate latch post on the East R.O.W. line of the M. K. & T. Railroad, and at 50.0 feet from its center line; and from which point the northeast corner of said lot #2 bears N 26° 00' 00" W at 99.64 feet.

1. Then with said east R.O.W. line and the west boundary line of said Lot #2, S 26° 00' 00" E for 555.05 feet to a 1/2" steel stake at the southwest corner of said Lot #2.

2. Then with the south boundary line of said Lot #2, N 70° 30' 46" E for 783.89 feet to an old iron pipe at a southeast corner of said lot #2 and on the west line of Lot #3.

3. Then with the west line of Lot #3 and on east line of Lot #2, N 19° 04' 08" W for 30.00 feet to a point at a northeast corner of this easement 2S; and from which point the northwest corner of Lot #3 bears N 19° 04' 08" W at 241.38 feet.

4. Then S 70° 30' 46" W for 757.34 feet to a point.

5. Then N 26° 00' 00" W for 558.28 feet to a point.

6. Then S 64° 00' 00" W for 30.00 feet to a point on the East R.O.W. line of said M. K. & T Railroad and on the west boundary line of Lot #2.

7. Then with said east R.O.W. line and said west line of Lot #2, S 26° 00' 00" E for 30.00 feet to the point of beginning, and containing 0.9244 acres of land.

Grantors hereby grant, sell and convey the free and uninterrupted use, liberty, privilege and easement of passing and along a certain way over the first and third tract in the Deed from Jack R. Beaver, et ux to P. J. Rhodes et ux dated October 1, 1951 and recorded in Vol. 374, Page 286, Deed Records of Williamson County, Texas, said easement being 20 feet wide described as follows:

BEGINNING at the S.E. corner of the 24.62 acre tract of land described as First Tract in a Deed from Jack R. Beaver et ux to P. J. Rhodes, et ux, dated October 1, 1951 recorded in Book 374, Page 286, Deed Records of Williamson County, Texas; THENCE North along the East line of said 24.62 acre tract to the NE corner of this tract; THENCE West along the North line of said 24.62 acre tract to the N.W. corner of said tract; THENCE North along the East line of the 43.88 acre tract of land described as Third Tract in the Deed from Jack R. Beaver Et Ux to P. J. Rhodes et ux supra, to the N.E. corner of said 43.88 acre tract; THENCE West along the North line of said 43.88 acre tract to the public road;

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BEING the same land conveyed by Jay L. Wolf to Arnold Clifford, Funderburk and wife, Ethel Adair Funderburk by Deed dated July 16, 1965 and recorded in Book 480, Page 32, Deed Records of Williamson County, Texas.

This conveyance is made and accepted subject to an easement this day granted to the Veterans Land Board on account of the Veteran Purchaser, Roland T. Burke which said easement is more particularly described as follows:

BEING 0.5786 acres of land in the William Addison League (Abstract 21) in Williamson County, Texas; it being a portion of the 75.38 acre tract that was conveyed by Deed dated October 9, 1969 from Arnold C. Funderburk and wife, Ethel A. Funderburk to Neal R. Landry, and recorded in the Williamson County Deed Records Volume 521, Page 517, and a portion of Lot #3 of said 75.38 acre parent tract.

BEGINNING on the 1/2" steel stake at the northwest corner of Lot #4 and the southwest corner of Lot #3 in said 75.38 acre parent tract; and from which steel stake the southwest corner of said Lot #4 bears S 19° 04' 08" E for 690.20 feet and S 19° 58' 10" E for 357.24 feet.

1. Then along the south line of said lot #3 and the North line of Lot #4, N 70° 23' 47" E for 30.00 feet to a point for the southeast corner of this easement 3W.

2. Then N 19° 04' 08" W for 840.13 feet to a point for the northeast corner of this easement 3W.

3. Then S 70° 30' 46" W for 30.00 feet to a point on the West line of said Lot #3 and on an east line of Lot #2 for the northwest corner of this easement 3W.

4. Then S 19° 04' 08" E (with the line between said Lots #3 and #2 at 30.00 feet is an old iron pipe at a southeast corner of said Lot #2, and continue with the west line of said Lot #3) for a total distance of 840.19 feet to the place of beginning and containing 0.5786 acres of land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Veterans' Land Board, of the State of Texas, its successors and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend, all and singular the said premises unto the said Veterans' Land Board, of the State of Texas, its successors and assigns, against every person whosoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS OUR HANDS this the 24th day of November, A.D. 1971.

Neal R. Landry
NEAL R. LANDRY

Allene Landry
ALLENE LANDRY

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THE STATE OF TEXAS,
COUNTY OF WILLIAMSON.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Neal R. Landry and wife, Allene Landry, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of November, A.D. 1971.

William R. Stump
NOTARY PUBLIC in and for
Williamson County, Texas.

Filed for Record on the 2 day of

Dec

A.D. 1971 at 2:00 o'clock P M.

Duly Recorded this the 3 day of

Dec

A.D. 1971 at 2:10 o'clock P M.

DICK CERVENKA, County Clerk

Williamson County, Texas

By *Pandra Etheredge*

CONTRACT OF SALE AND PURCHASE

4782

TEXAS VETERANS LAND PROGRAM

VLB ACCOUNT NO. 63459

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

WHEREAS, the Veterans Land Board of Texas, hereinafter called SELLER, has, in accordance with the provisions of Article III, Section 49-b, Constitution of Texas, and Acts of the 51st Legislature, R. S., 1949, Chapter 310, as amended, and in accordance with the Resolutions passed by the Veterans Land Board, together with the Rules and Regulations promulgated by said Board, purchased a tract of land, hereinafter described in this instrument; and,

WHEREAS, Joe C. Elkins of Harris County, Texas, hereinafter called BUYER, has complied with the requirements of said Board to purchase said land in accordance with the above provisions, which are made a part of this contract for all purposes:

NOW, THEREFORE, THE FOLLOWING PARTIES DO MAKE THIS AGREEMENT:

1. The Veterans Land Board of the State of Texas, acting by and through its Chairman, or Acting Chairman, for the consideration hereinafter mentioned, and the mutual promises hereinafter made, the sufficiency of which are hereby acknowledged, as Seller, agrees to sell, and Buyer agrees to buy, the hereinafter described tract of land, located in Williamson County, Texas.

2. It is hereby agreed between the Seller and the Buyer that all of the conditions, limitations and requirements, as well as all benefits and penalties contained in the Constitution of Texas, the Acts, as amended, the Resolutions and the Rules and Regulations, above referred to, shall be binding upon the parties hereto in the same manner as if they were fully recited herein.

This contract is subject to any reservations or exceptions set out in the deed, or deeds, by which this land was conveyed to the Seller, Veterans Land Board, if not incorporated herein.

3. The total consideration for this purchase is Nine Thousand Three Hundred Seventy-Five Dollars and no/100 (\$ 9,375.00)

WARRANTY DEED

THE STATE OF TEXAS)
)
COUNTY OF WILLIAMSON) KNOW ALL MEN BY THESE PRESENTS:

That we, Christian David and Daniel Casey, Co-Trustees of the Doris Marroquin Children's Irrevocable Trust under Trust Agreement dated August 26, 1994, for and in consideration of Ten and No/100 Dollars (\$10.00) Dollars, have GRANTED, TRANSFERRED AND CONVEYED, and by these presents do GRANT, TRANSFER AND CONVEY unto Doris Galvan Marroquin, Trustee of Doris Galvan Marroquin Family Trust under Trust Agreement dated February 3, 1988, all of the following described real property in Williamson County, Texas, to-wit:

BEING all that certain tract or parcel of land lying and being situated in Williamson County, Texas, and being more fully described by metes and bounds as follows, to-wit:

BEING 19.00 acres of land, more or less, in the WILLIAM ADDISON LEAGUE, Abstract No. 21 in Williamson County, Texas, it being a portion of the 75.38 acre tract of land that was conveyed by Deed dated October 9, 1969 executed by Arnold Clifford Funderburk and wife, Ethel Adair Funderburk, in favor of Neal R. Landry and recorded in Vol. 521 page 517 Deed Records of Williamson County, Texas:

BEGINNING on a one-half ($\frac{1}{2}$) inch steel stake placed on the East boundary line of the 75.38 acre parent tract as instrument recorded in Vol. 521 page 517 Deed Records of Williamson County, Texas, for the Southeast corner of the 19.45 acre tract #3; and from which steel stake the Southeast corner of the said 75.38 acre parent tract bears South 20 deg. 56 min. 35 sec. East for 96.52 feet, South 18 deg. 59 min. 56 sec. East, for a distance of 1,491.74 feet, and South 22 deg. 10 min. 34 sec. East, for a distance of 537.44 feet;

1. THENCE with the East boundary line of said 75.38 acre parent tract, North 20 deg. 56 min. 35 sec. West, for a distance of 95.81 feet to a one-half ($\frac{1}{2}$) inch steel stake placed beside a corner post;
2. THENCE with the average of the old fence on the East boundary of said 75.38 acre parent tract, North 19 deg. 07 min. 36 sec. West, for a distance of 280.51 feet to a one-half ($\frac{1}{2}$) inch steel stake placed beneath the said fence for the Northeast corner of the herein described 19.00 acre tract #2 and the Southeast corner of the 19.06 acre tract #1;
3. THENCE with the boundary line between said tract #2 and #1, South 70 deg. 40 min. 52 sec. West, for a distance of 1641.64 feet to a one-half ($\frac{1}{2}$) inch steel stake placed in the East right-of-way line of the M. K. & T. Railroad, and at 50.00 feet from the center line of the tracks, for the Northwest corner of the herein described tract #2 and the Southwest corner of the said tract #1;

4. THENCE with the East right-of-way line of said railroad and 50.00 feet from the center line of its tracks, South 26 deg. 00 min. 00 sec. East, for a distance of 654.69 feet to a one-half (1/2) inch steel stake placed for the Southwest corner of the herein described 19.00 acre tract #2;
5. THENCE North 70 deg. 30 min. 46 sec. East (at 1.58 feet is an old iron pipe found beside a corner post) and continue with the average of the fence on a South boundary line of the 75.38 acre parent tract, for a total distance of 783.89 feet to an old iron pipe found beside a corner post at the Re-entrant corner of the 75.38 acre parent tract, and on the West line of the 19.45 acre tract #3;
6. THENCE with the West line of said tract #3, North 19 deg. 04 min. 08 sec. West, for a distance of 271.38 feet to a one-half (1/2) inch steel stake placed for the Northwest corner of said tract #3 and a re-entrant corner of the herein described 19.00 acre tract #2;
7. THENCE with the North line of said tract #3, North 70 deg. 39 min. 37 sec. East, for a distance of 782.17 feet to the POINT OF BEGINNING, and containing 19.00 acres of land, more or less.

AND the free and uninterrupted use, liberty, privilege and easement of passing in and along a certain way over the first and third tract in the Deed from Jack R. Beaver and wife to P. J. Rhodes and wife, dated October 1, 1951 and recorded in Vol. 374 page 286 Deed Records of Williamson County, Texas, said easement being 20.00 feet wide described as follows:

BEGINNING at the Southeast corner of the 24.62 acre tract of land described as First Tract in a Deed executed by Jack R. Beaver and wife in favor of P. J. Rhodes and wife, dated October 1, 1951 and recorded in Vol. 374 page 286 Deed Records of Williamson County, Texas;

THENCE North along the East line of said 24.62 acre tract to the Northeast corner of this tract;

THENCE West along the North line of said 24.62 acre tract to the Northwest corner of said tract;

THENCE North along the East line of the 43.88 acre tract of land described as Third Tract in the Deed executed by Jack R. Beaver and wife in favor of P. J. Rhodes and wife to the Northeast corner of said 43.88 acre tract;

THENCE West along the North line of said 43.88 acre tract to the public road;

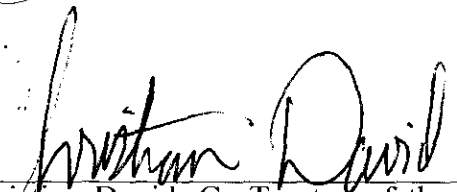
BEING the same land conveyed by Jay L. Wolf to Arnold Clifford Funderburk and wife, Ethel Adair Funderburk by Deed dated July 16, 1965 and recorded in Vol. 480 page 32 Deed Records of Williamson County, Texas.

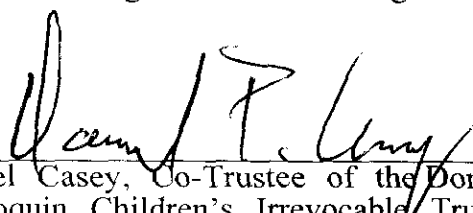
This Deed is executed, delivered and accepted subject to all and singular any liens securing the payment of any debt created or assumed in connection herewith and described herein; ad valorem taxes for the current and all subsequent years; taxes for subsequent

assessments for the current and prior years due to changes in land usage, ownership, or both; all statutes, zoning laws, ordinances, rules and regulations of municipal and/or other governmental authorities, including state and federal, utility district assessments, if any, applicable to and enforceable against the above described property; and all valid easements, restrictions, mineral and/or royalty reservations and maintenance fund liens, if any, applicable to and enforceable against the above described property as shown by the Records of the County Clerk of the County in which said real property is located.

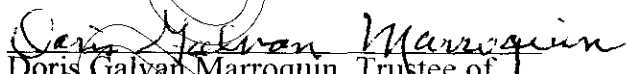
TO HAVE AND TO HOLD the said premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever; and it does hereby bind its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this day of June, A.D., 2007.


Christian David, Co-Trustee of the Doris Marroquin Children's Irrevocable Trust under Trust Agreement dated August 26, 1994


Daniel Casey, Co-Trustee of the Doris Marroquin Children's Irrevocable Trust under Trust Agreement dated August 26, 1994

ACCEPTED BY:


Doris Galvan Marroquin, Trustee of Doris Galvan Marroquin Family Trust under Trust Agreement dated February 3, 1988

THE FOLLOWING IS THE ADDRESS APPLICABLE TO EACH GRANTEE HEREIN:

STATE OF MARYLAND)

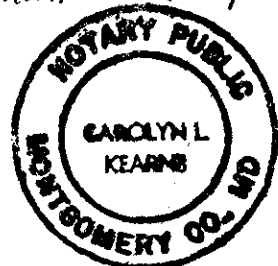
COUNTY OF Montgomery)

This instrument was acknowledged before me on the 11 day of July, 2007, by CHRISTIAN DAVID, Co-Trustee of Doris Marroquin Children's Irrevocable Trust under Trust Agreement dated August 26, 1994, on behalf of said Trust.

Carolyn L. Kearns
Notary Public, State of Maryland

Notary's Printed Name: Carolyn L. Kearns
Notary's Expiration Date: 6-1-2009

My commission expires: 6-1-2009



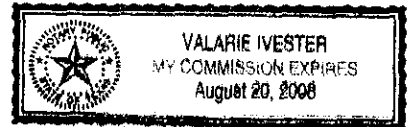
STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on the 29 day of June, 2007, by CHRISTIAN DAVID, Co-Trustee of Doris Marroquin Children's Irrevocable Trust under Trust Agreement dated August 26, 1994, on behalf of said Trust.

Valarie Ivester
Notary Public, State of Texas

Notary's Printed Name: Valarie Ivester
Notary's Expiration Date: 8-20-2008



STATE OF TEXAS)

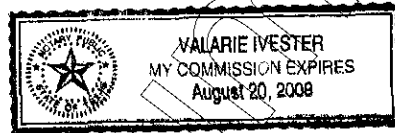
COUNTY OF TRAVIS)

This instrument was acknowledged before me on the 11 day of June, 2007, by Doris Galvan Marroquin, Trustee of Doris Galvan Marroquin Family Trust under Trust Agreement dated February 3, 1988, on behalf of said Trust.

Valarie Ivester

Notary Public, State of Texas

Notary's Printed Name: *Valarie Ivester*
Notary's Expiration Date: *8-20-2008*



AFTER RECORDING, RETURN TO:

Grantees Address
Doris Marroquin
5609 Courtyard Cove
Austin, TX 78731

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2007064864

Nancy E. Rister

08/01/2007 01:09 PM

PHERBRICH \$32.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Public Hearing and First Reading of an Ordinance for a **Zoning Map Amendment** to **rezone 20 acres** out of the William Addison Survey, Abstract No. 21, **from the Residential Single-Family (RS) district to the Agriculture (AG) district**, for the property generally located at **2050 Rockride Lane** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is requesting to rezone to the Agriculture zoning district (AG) 20 acres directly adjacent to the existing riding stable operations to allow for future expansion.

Staff Analysis:

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request meets two of the five criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in the attached Staff Report.

Public Comments:

As required by the Unified Development Code (UDC), all property owners within 300 feet of the subject property were notified of the request (9 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (November 17, 2019) and signs were posted on-site. As of the publication date of this report, staff has received zero (0) written comments in favor and zero (0) in opposition of the request.

Planning & Zoning Commission (P&Z) Action:

At their meeting on December 3, 2019, the P&Z unanimously recommended approval of the request.

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:

Chelsea Irby, Senior Planner

ATTACHMENTS:

2019-19-REZ - P&Z Staff Report

Exhibit 1 - Location Map

Exhibit 2 - Future Land Use Map

Exhibit 3 - Zoning Map

Exhibit 4 - AG Standards and Permitted Uses

Exhibit 5 - Letter of Intent

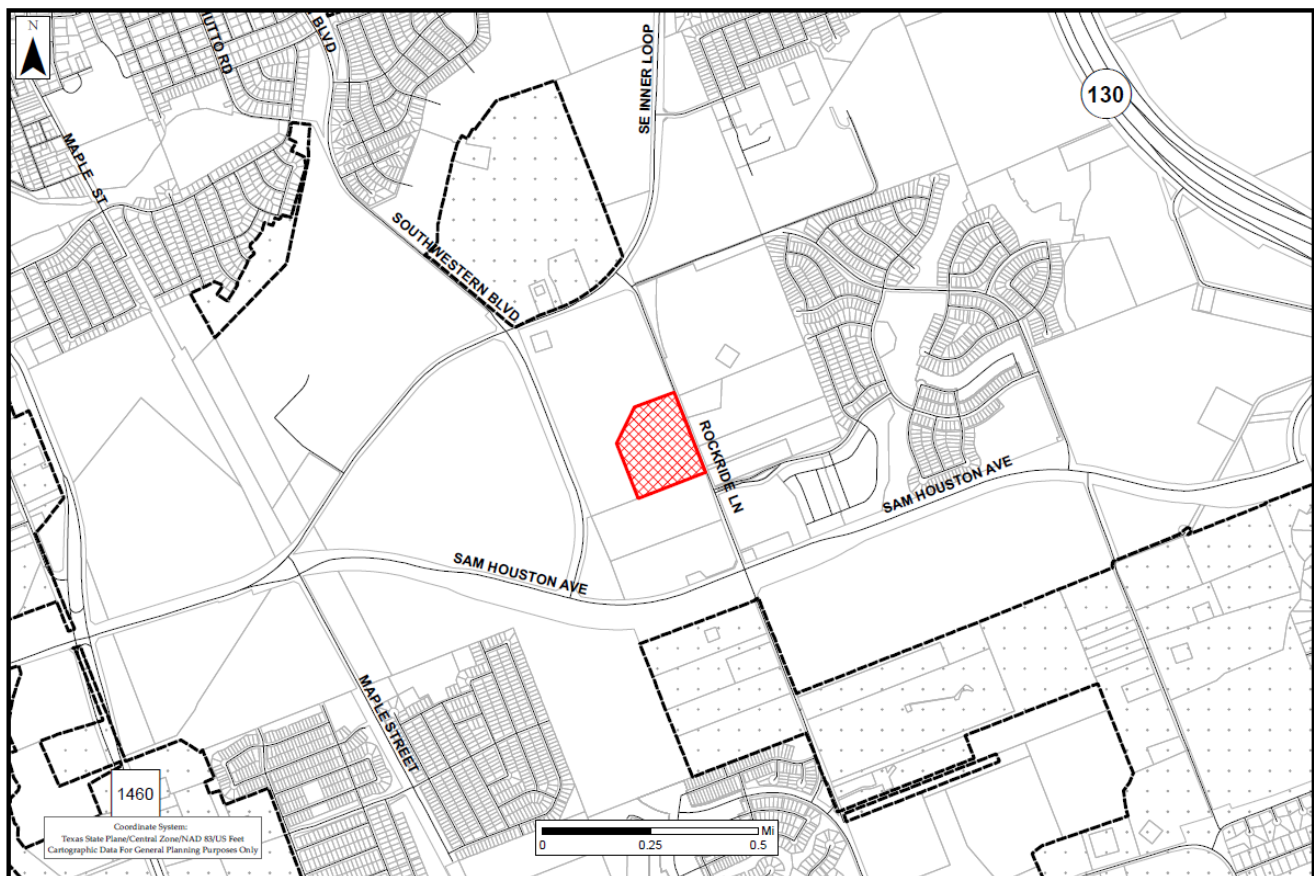
Ordinance with Exhibits

Planning and Zoning Commission Planning Department Staff Report

Report Date: November 29, 2019
Case No: 2019-19-REZ
Project Planner: Chelsea Irby, Senior Planner

Item Details

Project Name: R.O.C.K. (Ride on Center for Kids)
Project Location: 2050 Rockride Lane, within City Council district No. 7
Total Acreage: 20.00
Legal Description: 20.00 acres out of the William Addison Survey, Abstract No. 21
Applicant: JAB Engineering, c/o Josh Baran
Property Owner: R.O.C.K., c/o Nancy Krenek
Request: Zoning Map Amendment to rezone the subject property from **Residential Single-Family (RS)** to **Agriculture (AG)**.
Case History: This is the first public hearing of this request.



Location Map

Planning Department Staff Report

Overview of Applicant's Request

The applicant is requesting to rezone to the Agriculture (AG) zoning district 20 acres directly adjacent to the existing riding stable operations to allow for future expansion. The AG district is the only zoning district that allows the use of riding stables.

Site Information

Location:

The subject property is located along Rockride Lane between SE Inner Loop and Sam Houston. It is just north of the main entrance to the Saddlecreek subdivision.

Physical and Natural Features:

The subject property is currently undeveloped. It is generally flat with no tree cover.

Future Land Use and Zoning Designations:

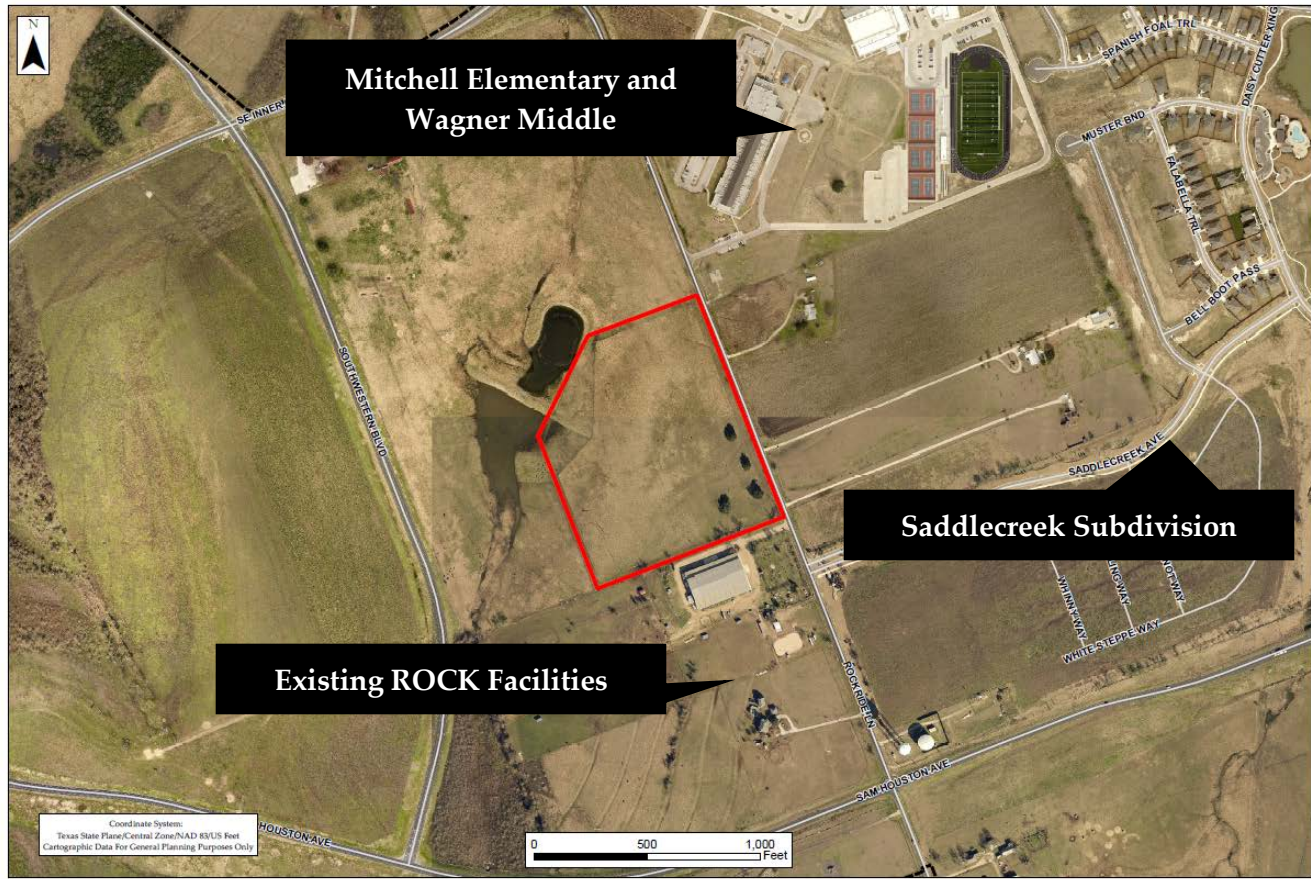
The subject property has three Future Land Use Designations: High Density Residential (primary designation), Employment Center, and Mixed Use Community. The current zoning designation of the subject property is Residential Single-Family (RS).

Surrounding Properties:

The adjacent properties are undeveloped or agricultural. However; in the surrounding area, the Saddlecreek subdivision (700+ residential lots), Mitchell Elementary School and Wagner Middle School are nearby. This area of Georgetown is growing rapidly and there are many tracts of undeveloped land.

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	High Density Multi-Family (MF-2)	High Density Residential	Undeveloped
South	Agriculture (AG)	Mixed Use Community and Employment Center	ROCK (Ride on Center for Kids) facilities
East	AG	Mixed Use Community and Employment Center	Undeveloped
West	MF-2	High Density Residential and Mixed Use Community	Undeveloped



Aerial Map

Property History:

The subject property annexed into the city limits in 2006 (Ordinance 2006-124) at which point it was zoned Agriculture (AG), which is the default initial zoning district for newly annexed property. In 2007, it was rezoned to Residential Single-Family (RS) (Ordinance 2007-71). The rezoning was a part of an 84-acre rezoning request.

Comprehensive Plan Guidance

Future Land Use Map:

The subject property has a three Future Land Use Designations: High Density Residential (primary designation), Employment Center, and Mixed Use Community.

The *High-Density Residential* category provides for residential uses developed at a minimum density of 6.1 dwelling units per gross acre. These higher density areas provide opportunities to diversify the housing stock by accommodating dwelling types that still maintain a compatible neighborhood scale and character, such as patio homes and townhomes, yet respond to the demographic shift toward smaller households looking for alternatives to the large-lot single family home and younger families looking for affordability. This category accommodates duplexes, triplexes, fourplexes, apartments, condominiums, life care and other forms of multifamily housing types. The High-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.

The *Employment Center* category is intended for tracts of undeveloped land located at strategic locations, which are designated for well planned, larger scale employment and business activities, as well as supporting uses such as retail, services, hotels, and high-density residential development (stand-alone or in mixed-use buildings) as a conditional use. These areas often act as a transition between more intensely developed commercial uses and residential neighborhoods. Primary uses include offices, flex offices, and technology research and development, as well as environmentally friendly manufacturing.

The *Mixed Use Community* category is described in the 2030 Comprehensive Plan as intended for large tracts of undeveloped land, which are appropriate for larger scale, creatively planned communities, where a mix of residential types and densities are complemented by supporting retail, small to medium-scale office development, and integrated open spaces, where appropriate.

Growth Tier:

The subject property is located within Growth Tier 2. **Tier 2** lies outside the city limits, but within the City's extraterritorial jurisdiction (ETJ). 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 requests for annexation, extension of City services, and rezonings in this area.

Utilities

The subject property is located within the City's service area for wastewater, the Jonah SUD for water, and a dual service zone for electric (Georgetown and Oncor). It is anticipated that there is adequate capacity to serve the subject property at this time. A Utility Evaluation may be required at time of Subdivision Plat or Site Development Plan to determine capacity and any necessary utility improvements.

Transportation

The subject property is located along Rockride Lane, which is a major collector roadway. These streets are intended to balance traffic between arterial streets and local streets. These streets tend to carry a high volume of traffic over shorter distances, providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system.

The subject property is also located approximately 1,200 feet north of Sam Houston Ave, which is classified as a freeway. In addition, it is approximately 1,700 feet south of SE Inner Loop, which is classified as a minor arterial. Freeways are controlled access roadways that allow for the movement of traffic through and around the City. This classification includes interstate highways, state highways, tollways and loops. Direct property access is limited as access is not the intended purpose of these facilities. Design characteristics of these facilities include multiple travel lanes, limited access points, high traffic volumes and high traffic speeds. 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

Planning Department Staff Report

major arterials and tend to be shorter in distance.

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 Agriculture (AG) zoning district intended to allow large rural residential development, agricultural and farming uses and may include lands that are relatively undeveloped. The AG District is also the default district for land newly annexed into the City, but not yet placed in an appropriate zoning classification. For these reasons, the AG District may contain a wide variety of residential and non-residential uses. The AG District may take on characteristics of either a residential or a non-residential zoning district and certain design criteria may be required depending on the use.

Permitted land uses within the district include detached single-family, agricultural sales, landscape supply/garden center, petting zoo, public stable/riding academy, and stone/dirt/mulch sales. Animal shelter, schools, and kennels among other uses are permitted subject to specific design limitations to ensure compatibility with the surrounding properties. Other uses such as daycare, correctional facility, bed and breakfast, and campground or RV park 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.

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 three (3) of the five (5) criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined below:

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	Complies	An application must provide the necessary information to review and make a knowledgeable decision for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.
2. The zoning change is consistent with the Comprehensive Plan.	Does Not Comply	The Future Land Use Map depicts three Future Land Use designations on the subject property. The primary

Planning Department Staff Report

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
		<p>designation is High Density Residential, with the remainder being located within the Mixed Use Community (approximately 1.5 acres) and Employment Center (approximately 1.4 acres) designations.</p> <p>The 2030 Comprehensive Plan describes the High Density Residential category as best suited for forms of multi-family housing such as duplexes, apartments, and condominium. The intent of this category is to create opportunities for diverse types of housing that respond to demographic shifts and the continued need for affordable housing. The 2030 Plan also states that complementary non-residential uses along arterial roadways, such as neighborhood serving retail, office, institutional, and civic uses may be appropriate.</p> <p>The uses permitted in the Agriculture zoning district (<i>Exhibit 4</i>) are rural in nature and do not allow multi-family or neighborhood supporting non-residential uses. The proposed zoning district does not align with the vision set forth in the 2030 Comprehensive Plan for High Density Residential.</p>
<p>3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.</p>	<p>Partially Complies</p>	<p>The subject property is located in an area planned for high density residential. While there are still a few Agriculture (AG) properties adjacent to the subject property, they are designated as Mixed Use Community. This designation supports medium density residential and supporting non-residential uses, which is in the line with the development trend of the area.</p>

Planning Department Staff Report

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
		<p>The proposed zoning designation of Agriculture partially promotes health, safety, welfare, and orderly development because the rezoning preserves a rural feel but also is less intense than the uses planned for the area.</p> <p>The uses allowed in Agriculture can be generally low impact.. There are also uses allowed in the district that may not be compatible with residential uses, such as agricultural sales, vet clinics with outdoor pens and stone/mulch/dirt sales. However, many of the intense uses allowed in the AG district, like correctional facility, major event entertainment, dairy, or commercial feed lot, would require approval of a Special Use Permit (SUP).</p> <p>The rezoning of the property to AG would create a change in the Future Land Use Map and could potentially impact the development patterns of the area by setting a pattern of low intensity of uses nearby land that is planned for higher intensity uses. m At the same time, the rezoning of the property to AG would preserve a rural feel and would keep the development options open to future developers because a rezoning would be required.</p>
<p>4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.</p>	<p>Complies</p>	<p>The subject property is primarily surrounded by Agriculture (AG) zoning and undeveloped land (<i>Exhibit 2</i>. The properties to the south and east are zoned Agriculture (AG) and consist of riding stable and rural residential, while the property to the north and west are zoned High Density Residential and consists of a</p>

Planning Department Staff Report

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
		<p>single-family home. The Saddlecreek development is just across Rockride Lane. It is a Planned Unit Development with Residential Single-Family, Low Density Multi-Family, Local Commercial, and Business Park zoning. To date, only the residential portion has developed.</p> <p>There are also multiple large tracts of land nearby the subject property that are zoned Agriculture. When properties are annexed into the city limits, they are given the zoning designation of Agriculture (AG) by default in accordance with City procedures and regulations. The intent of this initial zoning designation is that the property will be rezoned in the future as development occurs consistent with the City's Comprehensive Plan.</p> <p>This request complies with compatibility with the present zoning and conforming uses of nearby property because while there is residential development, there is still a large amount of undeveloped land zoned AG.</p>
The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	Complies	The subject property is 20 acres, which is enough land area to support all the uses permitted in the Agriculture zoning district.

While the Agricultural (AG) zoning district is generally low impact, the proposed zoning district is not compatible with the Future Land Use Map. The rezoning of the property to AG changes the vision for the area, as it would allow uses that would not be consistent with the HDR, MUC, and EC Future Land Use designations. In addition, this rezoning may have an impact on the surrounding properties by influencing potential uses when looking at the compatibility of uses and zoning districts. On the other hand, the rezoning preserves a rural feel in a fast growing area that still has a large amount of undeveloped land.

Planning Department Staff Report

Meetings Schedule

12/3/2019 – Planning and Zoning Commission
01/14/2020 – City Council First Reading of the Ordinance
01/28/2020 – City Council Second Reading of the Ordinance

Public Notification

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (9 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (November 17, 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.

Attachments

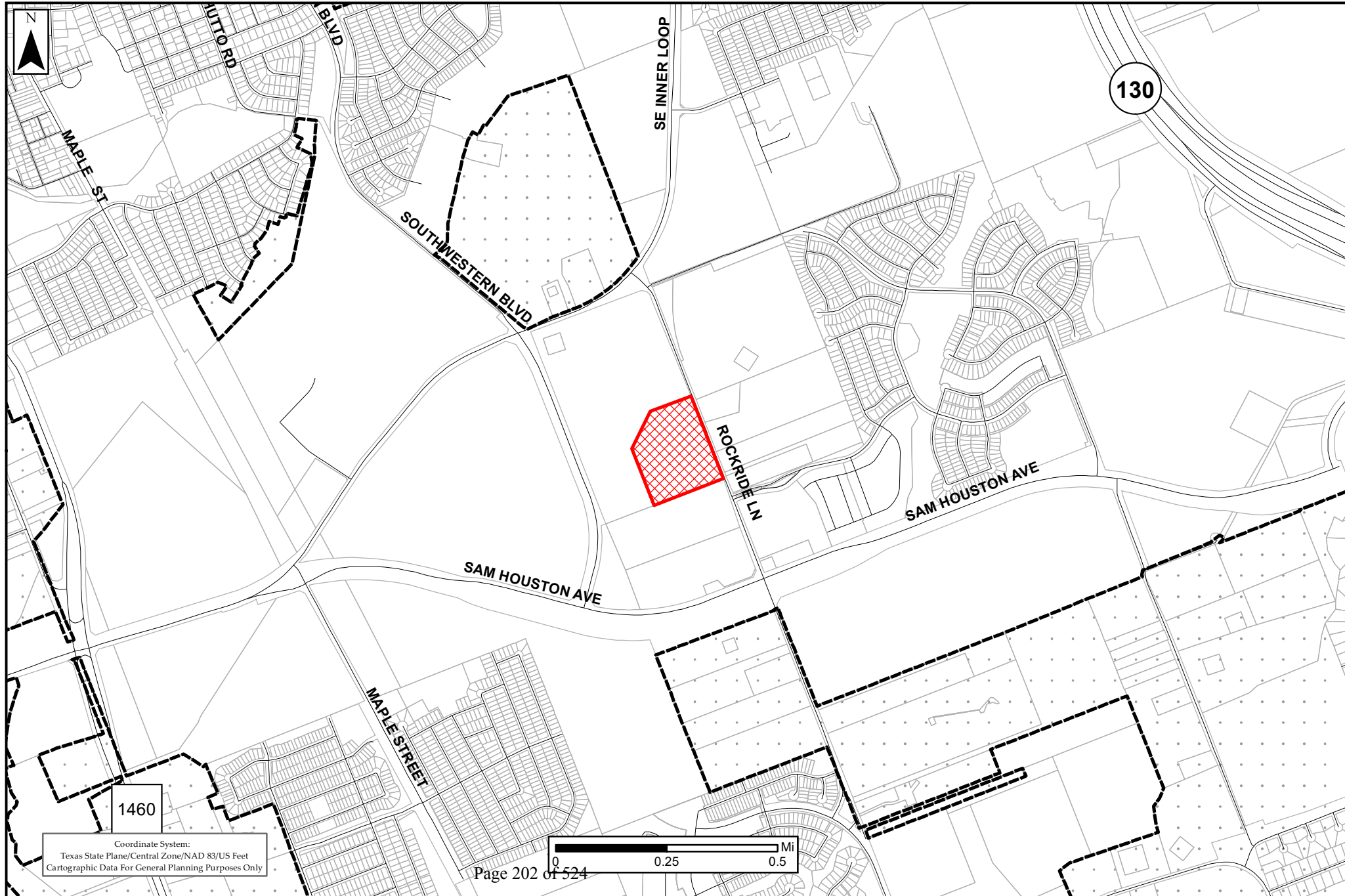
Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Design and development standards of the AG district
Exhibit 5 – Letter of Intent

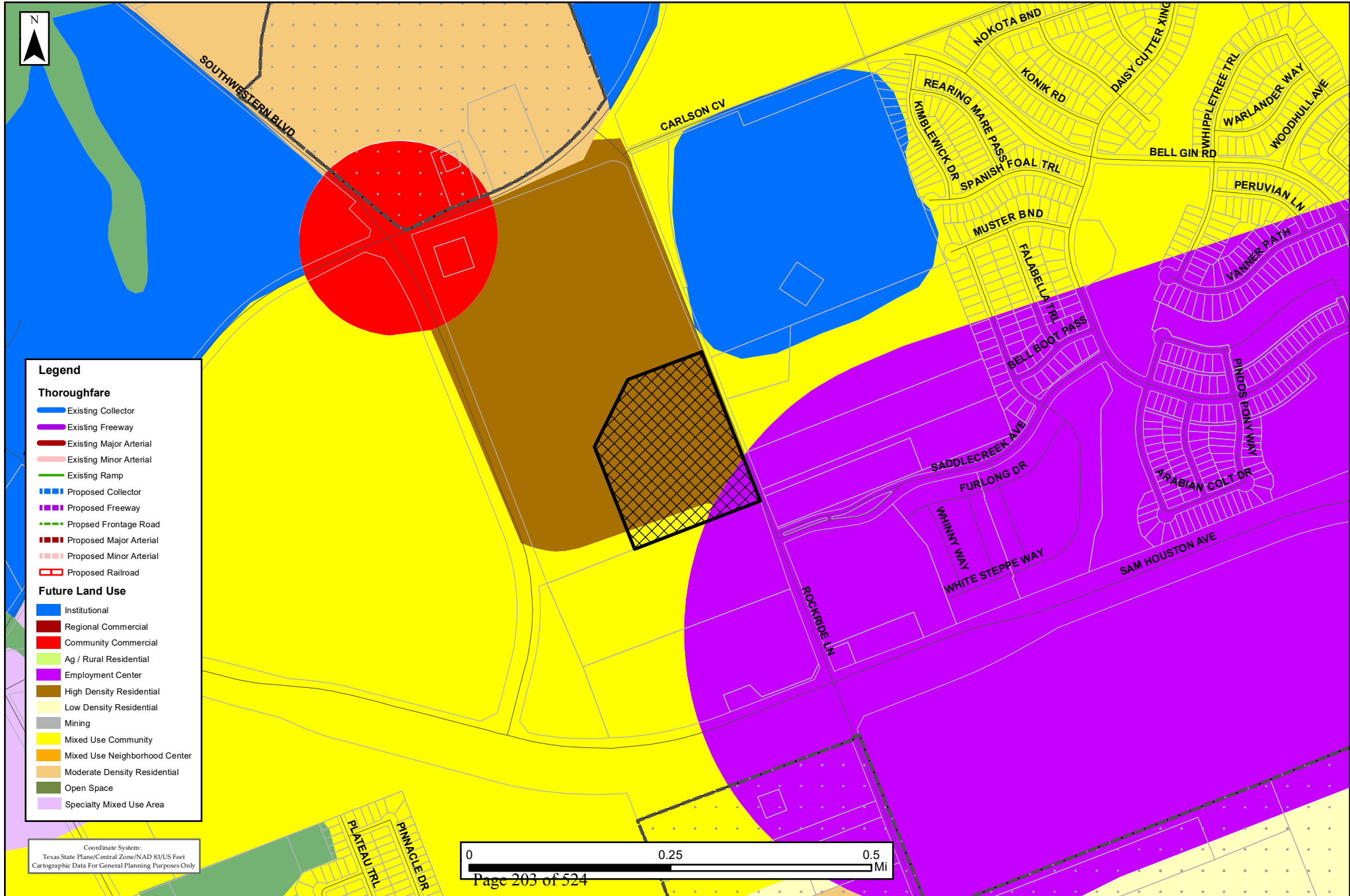
Location Map

2019-19-REZ

Exhibit #1

- Legend
-  Site
 -  Parcels
 -  City Limits
 -  Georgetown ETJ





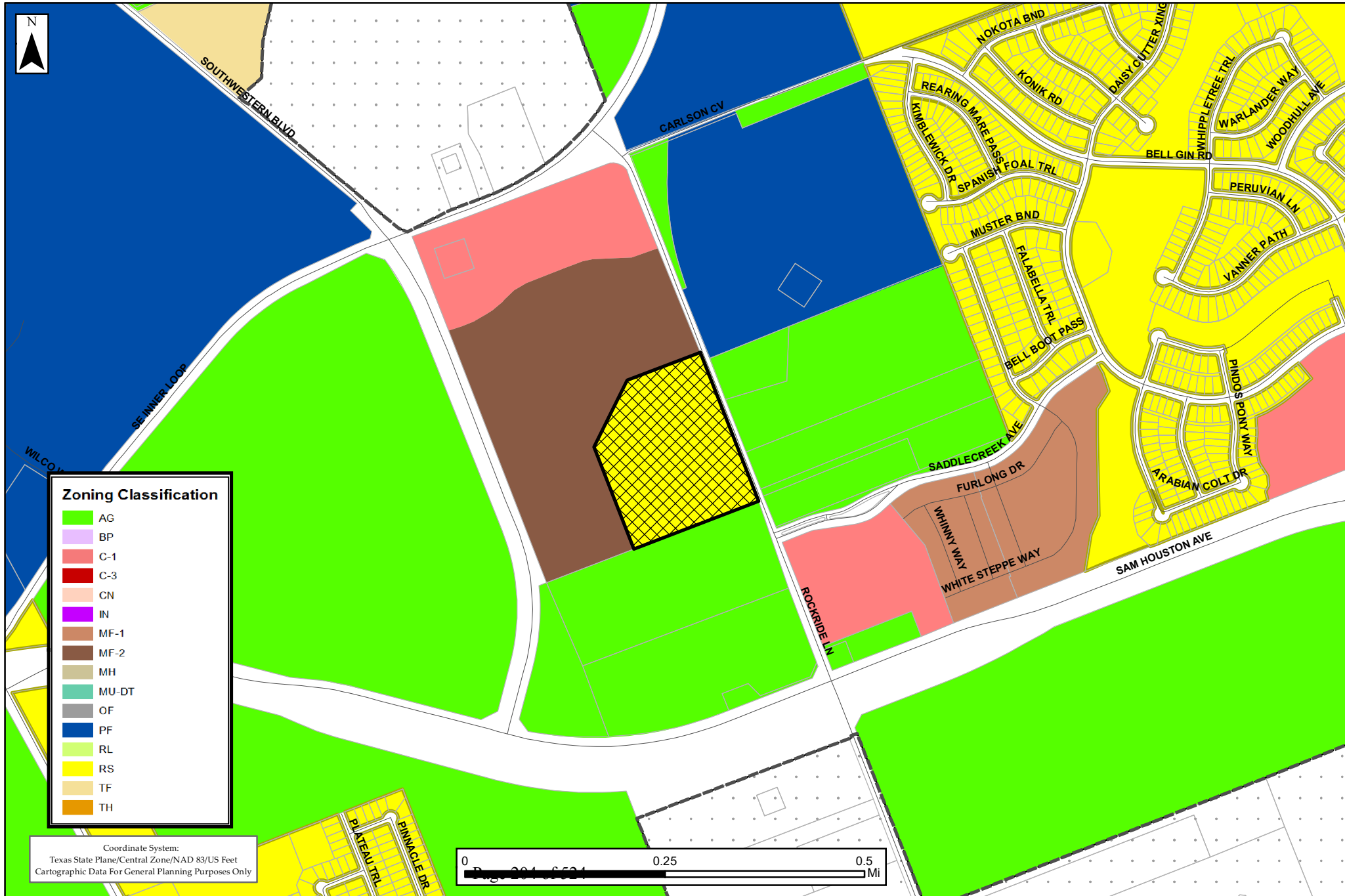
Zoning Information

2019-19-REZ

Exhibit #3

Legend

- Site
- Parcels
- City Limits
- Georgetown ETJ



Agriculture (AG) District

District Development Standards		
Minimum Lot Size = 2 acres	Front Setback = 25 ft	Bufferyard = Medium Level - 15 ft with plantings when next to any residential
Minimum Lot Width = 100 ft	Side Setback = 10 ft	
Maximum Building Height = 35 ft	Rear Setback = 20 ft	
	Street Facing Garage Setback = 25 ft.	
	Unloaded Street Setback = 20 ft.	

Specific Uses Allowed within the District		
Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Single-family, detached	Second Dwelling Unit	Accessory Dwelling Unit
Group home (6 residents or less)	Home-Based Business	Hospice Facility
Orphanage	Schools (various types)	Halfway House
Agricultural Sales	Animal Shelter	Day Care, Group
Landscape Supply Sales/Garden Center	Religious Assembly Facilities	Activity Center, Youth or Senior
Farmer's Market	Religious Assembly Facilities w/ Columbaria	Correctional Facility
Artisan Studio & Gallery	Neighborhood Amenity, Activity, or Recreation Center	Emergency Services Station
Veterinary Clinic, Indoor Pens Only	Public Park, Neighborhood	Cemetery, Columbaria, Mausoleum or Memorial Park
Veterinary Clinic, Indoor or Outdoor Pens	Public Park, Regional	Bed and Breakfast
Greenhouse, Wholesale	Golf Course	Bed and Breakfast with Events
Stone, Mulch, or Dirt Sales Yards	Driving Range	Inn
Utility Services, minor	Kennel	Campground or RV Park
Farm Stand	Utility Services, Intermediate	Major Event Entertainment
Petting Zoo	Wireless Transmission Facility, 40' or less	Event Facility
Animal Husbandry	Seasonal Product Sales	Firing Range, Indoor
Meat Market	Farmer's Market, Temporary	Firing Range, Outdoor
Aquaculture	Concrete Products, Temporary	Flea Market
Horticulture	Construction Field Office	Airport
Vineyard	Construction Staging, Off-site	Resource Extraction
Taxidermist	Parking Lot, Temporary	Dairy
Public Stable, Riding Academy	Portable Classrooms	Commercial Feed Lot
Nature Preserve or Community Garden	Residential Sales Offices/Model Homes	
	All Other Uses as Determined by the Director	

JAB ENGINEERING, LLC.



14500 Williams Dr., Ste 212-121
Georgetown, TX 78633
512-779-7414
josh.baran@jabeng.com

October 21, 2019

City of Georgetown
Planning Department
406 W. 8th Street
Georgetown, Texas 78626

**RE: R.O.C.K, Ride On Center for Kids
Rezone – Letter of Intent**

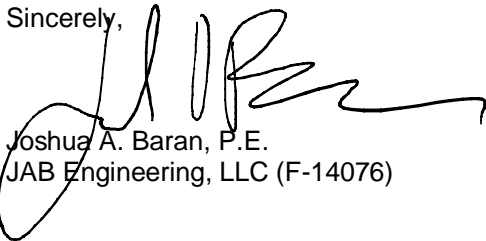
This Letter of Intent and application information are prepared by JAB Engineering, LLC. (the “applicant”) under the authorization of R.O.C.K, Ride On Center for Kids (the “owner”). The following detailed information is provided accordingly:

- The existing zoning is RS – Residential Single-Family and the proposed zoning is AG – Agriculture.
- The Future Land Use Plan designates the subject property primarily as High Density Residential, with a small section near the southeast corner as Employment Center. The subject property is designated as Tier 1B (Developing) in the 2030 Comprehensive Plan.
- The property to be rezoned is 20.0 acres and is described by written description survey included with this application.
- The subject property is vacant of structures and is used for farming purposes to support the adjoining R.O.C.K, Ride On Center for Kids facility. The modification of zoning designation for the subject tract allows for compatibility with the adjoining use to the south and a decrease in the bufferyard of the property to the north and west. Thus the proposed designation is consistent with Goal 4 of the Land Use Elements in the 2030 Comprehensive Plan.
- The property will continue to be served by the existing driveway located on the adjoining southern property. Utilities (water, sewer by OSSF, and electric) are already located on the subject property.
- There are no existing structures on the subject property.
- A survey of the existing site with overlay of the proposed zoning setbacks is included with this submittal for reference.

- The City Council shall consider the following approval criteria for zoning changes:
 - A. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action
The application, as submitted, includes sufficient and correct information to allow adequate review and final action.
 - B. The zoning change is consistent with the Comprehensive Plan
The modification of zoning designation for the subject tract allows for compatibility with the adjoining use to the south and a decrease in the bufferyard of the property to the north and west. Thus the proposed designation is consistent with Goal 4 of the Land Use Elements in the 2030 Comprehensive Plan.
 - C. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City
The zoning change allows for the appropriate compatibility between the surrounding properties, thus increasing the safe orderly, and healthful development of the City.
 - D. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood
The zoning change is compatible with the adjoining uses. The zoning change allows for the removal of bufferyard requirements to the property under same ownership to the south. The zoning change reduces the bufferyard requirement for the property to the north and west.
 - E. The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.
The property to be rezoned is suitable for Agricultural uses permitted by the AG zoning designation. This is the current use of the property and will provide reduced compatibility restrictions to the adjoining properties.

Please accept this letter of intent and accompanying documents for the Rezone.

Sincerely,



Joshua A. Baran, P.E.
 JAB Engineering, LLC (F-14076)

ORDINANCE NO. _____

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 20 acres out of the William Addison Survey, Abstract No. 21, generally located at 2050 Rockride Lane, from the Residential Single-Family (RS) district to the Agriculture (AG) district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12th day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

20 acres out of the William Addison Survey, Abstract No. 21, generally located at 2050 Rockride Lane, as recorded in Document Number 2007103826 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on December 3, 2019, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on January 14, 2020, held an additional public hearing prior to taking action on the requested rezoning of the Property.

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:

Section 1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 2. The Official Zoning Map, as well as the Zoning District classification for the Property is hereby amended from the Residential Single-Family (RS) district to the Agriculture (AG) district, in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Legal Description) and incorporated herein by reference.

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in

Ordinance Number: _____

Page 1 of 2

Description: R.O.C.K.

Case File Number: 2019-19-REZ

Date Approved: January 28, 2020

Exhibits A-B Attached

conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 4. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

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 14th day of January, 2020.

APPROVED AND ADOPTED on Second Reading on the 28th day of January, 2020.

THE CITY OF GEORGETOWN:

ATTEST:

Dale Ross
Mayor

Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

Charlie McNabb
City Attorney

Ordinance Number: _____

Description: R.O.C.K.

Date Approved: January 28, 2020

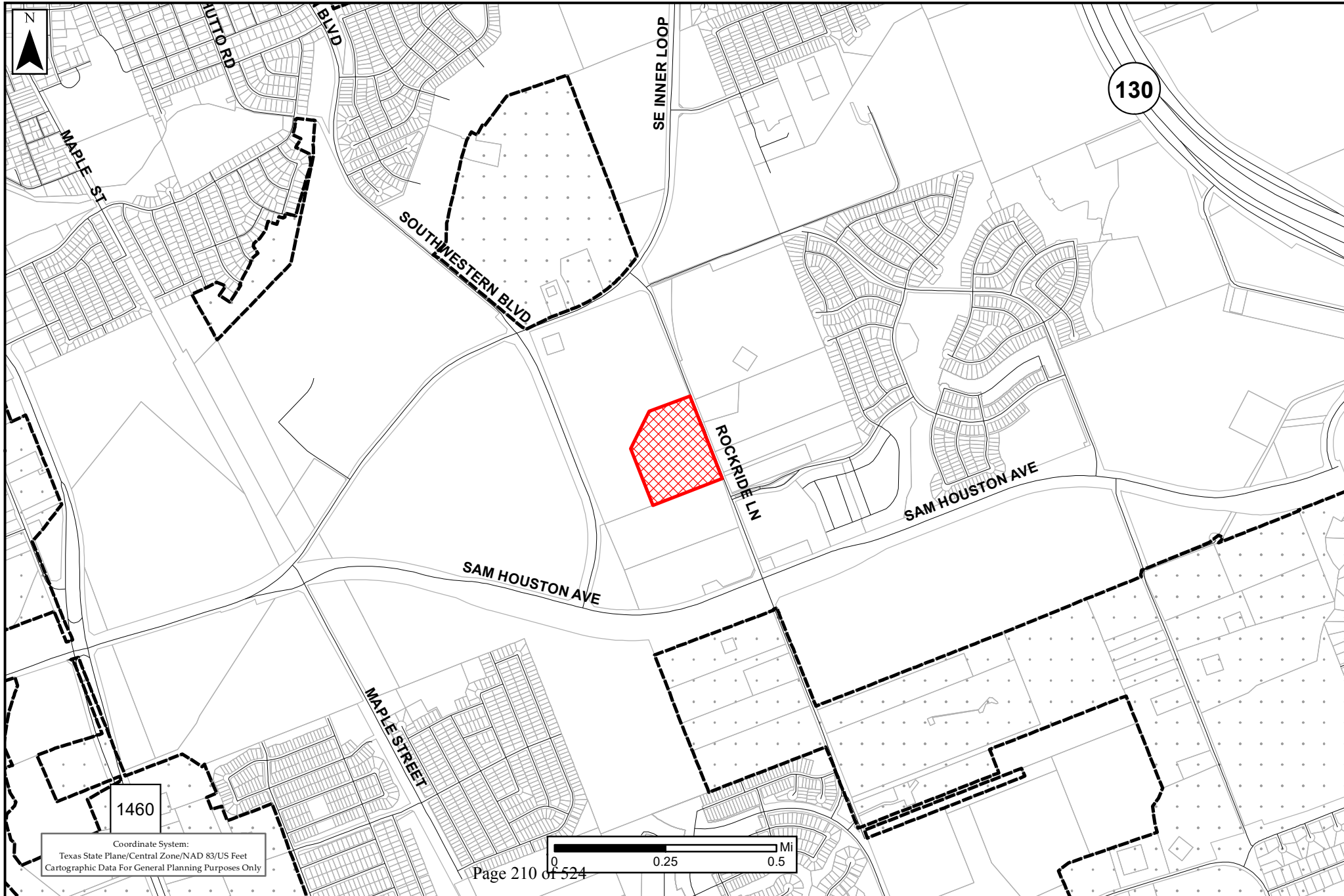
Page 2 of 2

Case File Number: 2019-19-REZ

Exhibits A-B Attached

Location Map 2019-19-REZ Exhibit A

- Legend
-  Site
 -  Parcels
 -  City Limits
 -  Georgetown ETJ



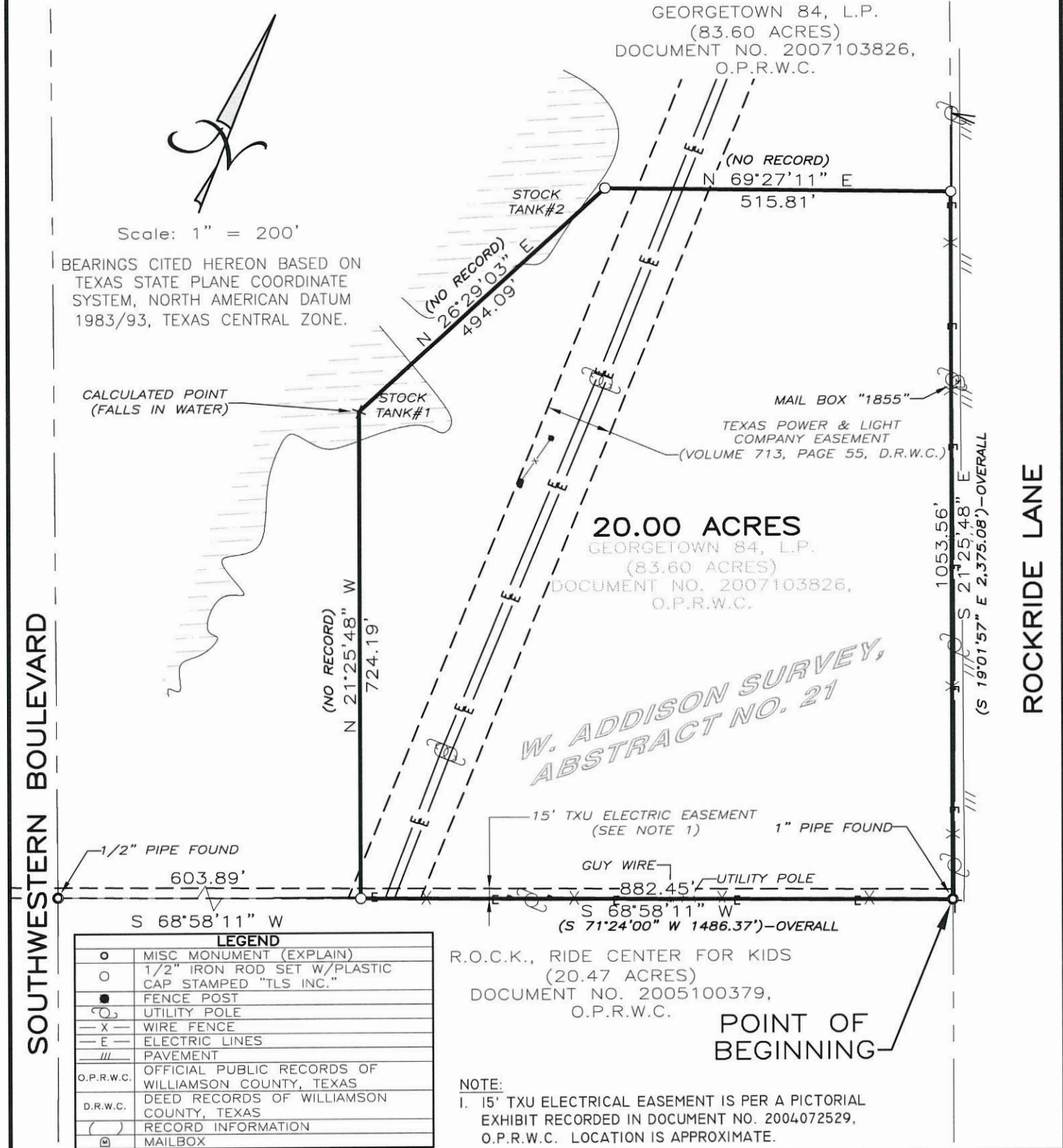
20.00 ACRES OF LAND OUT OF THE W. ADDISON SURVEY, ABSTRACT NO. 21 IN WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THAT CERTAIN TRACT DESCRIBED AS 83.60 ACRES IN A DEED TO GEORGETOWN 84, L.P., RECORDED IN DOCUMENT NO. 2007103826, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

JOB NO: 14485
DRAWN: RDG
F.C.: CC

RESTRICTIVE COVENANTS:
ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN TITLE COMMITMENT GF NO. PL14-15537, EFFECTIVE DATE OF NOVEMBER 7, 2014 AND RE-LISTED BELOW WERE CONSIDERED FOR THIS SURVEY:

PAGE 2 OF 2

- 10.f) PIPELINES AND APPURTENANCES EASEMENT GRANTED TO LONE STAR GAS COMPANY - VOLUME 239, PAGE 17 (BLANKET TYPE)
10.g) ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY - VOLUME 282, PAGE 271 (BLANKET TYPE)
10.h) ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY - VOLUME 299, PAGE 511 (BLANKET TYPE)
10.i) ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY - VOLUME 472, PAGE 126 (BLANKET TYPE)
10.j) JUDGEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY DATED APRIL 22, 1978 - VOLUME 713, PAGE 55 (SUBJECT TO AND SHOWN)
10.k) SUPPLEMENT EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY - DOCUMENT NO. 2004027371 (NOT LOCATED WITHIN THIS TRACT, OTHER CONDITIONS MAY AFFECT)
10.l) ARIEL EASEMENT GRANTED TO TXU ELECTRIC DELIVERY COMPANY - DOCUMENT NO. 2004072529 (SUBJECT TO AND SHOWN)



CERTIFY TO: BENCHMARK TITLE, LLC / OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY / RIDE ON CENTER FOR KIDS (ROCK), A TEXAS NON-PROFIT CORPORATION / GF NO. PL14-15537
STATE OF TEXAS §
COUNTY OF WILLIAMSON §
THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING PLATTED TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THIS AREA DOES NOT APPEAR TO BE IN SPECIAL FLOOD HAZARD AREAS PER FEMA'S FLOOD INSURANCE RATE MAP #48491C0485E, DATED SEPT. 26, 2008, THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.

Texas Land Surveying, Inc.

3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.texas-ls.com
TBPLS FIRM NO.10056200

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY.
TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

STATE OF TEXAS
REGISTERED
KENTH L. RIDE
11-26-14
SURVEYOR

Witness my hand and seal this the 19th Day of November, 2014 A.D.

Exhibit "A"

Legal Description

20.00 acres of land out of the W. Addison Survey, Abstract No. 21 in Williamson County, Texas, and being out of that certain tract described as 83.60 acres in a deed to Georgetown 84, LP., recorded in Document No. 2007103826, Official Public Records of Williamson County, Texas, and further described by metes and bounds as follows :

BEGINNING: at a 1 inch pipe found in the west line of Rockride Lane (a.k.a. County Road 110), marking the northeast corner of a 20.47 acre tract described in a deed to R.O.C.K., Ride Center for Kids, recorded in Document No. 2005100379, said Official Public Records, for the southwest corner of said Georgetown 84 tract and this tract;

THENCE: S 68°58'11" W, along the north line of said 20.47 acre tract, being the south line of said Georgetown 84 tract, 882.45 feet to a 1/2 inch iron rod with plastic cap inscribed "TLS INC." set, for the southwest corner of this tract, from which a 1/2 inch pipe found in the east line of Southwestern Boulevard bears S 68°58'11" W, 603.89 feet, marking the northwest corner of said 20.47 acre tract and the southwest corner of said Georgetown 84 tract;

THENCE: into and across said Georgetown 84 tract the following three (3) courses for the west and north lines of this tract:

N 21°25'48" W, 724.19 feet to a calculated point in a pond, for the northwest corner of this tract;

N 26°29'03" E, 494 .09 feet to a 1/2 inch iron rod with pink cap inscribed "TLS INC." set, for an angle point in the north line of this tract;

N 69°27'11" E, 515.81 feet to a 1/2 inch iron rod with pink cap inscribed "TLS INC." set in the west line of said Rockride Lane and the east line of said Georgetown 84 tract, for the northeast corner of this tract;

THENCE: S 21°25'48" E, with the west line of said Rockride Lane and the east line of said Georgetown 84 tract, 1053.56 feet to the Point of Beginning.

BENCHMARK TITLE, LLC
2000 MCKINNEY AVE, 4TH FLOOR
DALLAS, TX 75201
GF# PL14 15537
CLOSER POSTON

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Public Hearing and First Reading of an Ordinance on **proposed amendments** to **Chapter 3**, Applications and Permits, of the Unified Development Code relative to zoning variances for sign area (Amendment No. 18); and **Chapter 5**, Zoning Use Regulations, and **Chapter 16**, Definitions, of the **Unified Development Code** relative to certain uses in specific zoning districts (Amendment No. 12 and 13) -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

City Council directed staff to update the UDC's zoning use regulations (Amendment No. 12 and 13), and sign variance process (Amendment No. 18) as a part of the 2018/19 UDC Annual Review process.

Zoning Use Regulations (Amendment No. 12 and 13)

The purpose of this amendment is to review specific uses for each zoning district to see where they may be permitted by right, permitted with limitations, permitted with approval of a special use permit, or not allowed. The specific uses identified for consideration included:

- Office/Showroom;
- Towing Services and Impound Lots;
- Storage yards;
- Contractor services (limited and general); and
- Office/Warehouse

These are uses that are typically allowed in the Industrial (IN) zoning district due to the large amount of storage, particularly outdoor storage, of materials, equipment and vehicles that may be associated with the use. However, these are uses that may also be accommodated in lesser intense zoning districts, such as General Commercial (C-3) and Business Park (BP), as these are zoning districts that are typically located along major thoroughfares, allow other supporting uses, or are intended to provide a location for large developments.

Proposed Amendments:

The proposed amendments to the UDC include (Attachment I):

- Inclusion of additional site design standards for the Office/Showroom specific use when located in the General Commercial (C-3) district.
- Inclusion of site design standards for the Towing Services and Impound Lots specific use when located in the Industrial (IN) district.
- Allow the Limited Contractor Services specific use in the General Commercial (C-3) district with approval of a Special Use Permit and subject to compliance with additional site design standards.
- Inclusion of additional site design standards for the Limited Contractor Services specific use when located in the Business Park (BP) district
- Allow the General Contractor Services specific use in the Business Park (BP) district with approval of a Special Use Permit and subject to compliance with additional site design standards.
- Allow the Office/Warehouse specific use in the General Commercial (C-3) district and subject to additional site design standards.
- Allow the use of Storage Yard specific use in the Industrial (IN) district and subject to additional design standards.

Staff's Analysis:

Staff has reviewed the proposed amendments in accordance with the Unified Development Code (UDC). Staff has determined that the proposed amendments meet the criteria established in UDC Section 3.05.050 for a Text Amendment. Particularly, staff finds:

1. The proposed amendments promote the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City by including additional site design standards to mitigate and minimize the impact

these uses may have on the adjacent property and surrounding area;

2. The proposed amendments are consistent with the Comprehensive Plan as the revised standards further implement the policies and recommendations related to maintaining and strengthening viable land uses in economically sound commercial and employment areas;
3. The proposed amendments are necessary to address conditions that have changed in the City, particularly in commercial and other employment areas that allow for similar and supporting uses;
4. The proposed amendments would positively impact the community and environment by providing standards to mitigate and minimize the impact that these uses may have on the area; and
5. The proposed amendments are in conformance with other applicable Sections of the City Code.

Sign Area Variance (Amendment No. 18)

The current UDC provides a process to seek relief from the sign height and location standards through the Zoning Variance process, but not the sign area provisions of the UDC. Zoning Variances, as well as Special Exceptions, are considered by the Zoning Board of Adjustment following the public hearing process. The purpose of this amendment is to provide for a process to seek relief from the sign area and other applicable standards that, when strictly applied, the sign standards prohibits reasonable opportunity to provide adequate signage.

In addition, the proposed amendment clarifies that a request for a Zoning Variance (or Special Exception) must be placed on the agenda of the next available regular scheduled meeting after the application is filed. While there is no state law provision for when the public hearing must occur, the City's UDC requires the Zoning Board of Adjustment to hold a public hearing within 45 days following the filing of an application. Historically, the City has been able to meet this requirement. However, as the Zoning Board of Adjustment only meets once a month there have been special situations where this provision was not met as the Applicant worked with City staff to explore alternative solutions to better meet their needs while meeting the spirit and intent of the UDC. With the establishment of a set of Application Submittal dates, public hearings may be scheduled within 45 to 50 days of the filing of an application.

Proposed Amendments:

Utilizing the existing process and provisions for zoning and sign variances currently permitted by the UDC, the proposed amendments are drafted to require the following (Attachment II):

- Authority: The Zoning Board of Adjustment is the body that would consider and take action on all sign variances.
- Criteria for Approval: A variance shall not be approved unless it meets the following criteria for approval:
 - The request is not contrary to the public interest;
 - Due to special conditions, a literal enforcement of the requirements would result in unnecessary hardship;
 - The spirit of the Code is preserved, and substantial justice is done.
- Notice and Hearing: Requires the public hearing to be scheduled at the next available regular scheduled meeting.

Staff's Analysis:

Staff has reviewed the proposed amendments in accordance with the Unified Development Code (UDC). Staff has determined that the proposed amendments meet the criteria established in UDC Section 3.05.050 for a Text Amendment. Particularly, staff finds:

1. The proposed amendments promote the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City by ensuring that variances to the sign provisions of the UDC are not contrary to the public interest and, due to special conditions, a literal enforcement of the requirements would result in unnecessary hardship, the spirit of the Code is preserved, and substantial justice is done;
2. The proposed amendments are consistent with the Comprehensive Plan;
3. The proposed amendments are necessary to address conditions that have changed in the City due to the need for a process to seek relief from the sign area standards that, when strictly applied, the sign standards prohibits reasonable opportunity to provide adequate signage;
4. The proposed amendments would positively impact the community and environment by allowing a process to seek relief from the sign area provisions of the Code when applicable; and

5. The proposed amendments are in conformance with other applicable Sections of the City Code.

Public Comments:

As required by the Unified Development Code (UDC), a legal notice advertising the public hearing was placed in the Sun Newspaper (November 17, 2019). As of the publication date of this report, staff has not received any comments.

UDC Advisory Committee:

At their December 4, 2019 meeting, the UDC Advisory Committee recommended approval (5-0) of the proposed amendments with the following modifications:

- Where stated "...existing single-family home in the ETJ that is platted or planned for residential use on the Future Land Use Map", replace the word "planned" to "designated"; and
- Add an additional limitation to the Office/Warehouse specific use to limit access to loading and storage areas to the side or rear of the building.

Planning & Zoning Commission (P&Z) Action:

At their meeting on January 7, 2020, the P&Z unanimously recommended approval of the proposed amendments as recommended by the UDCAC.

Next Steps:

The proposed amendments will be considered on the following dates:

- December 4, 2019 - Consideration and recommendation by the UDC Advisory Committee - COMPLETED
- January 7, 2020 - Consideration and recommendation by the Planning and Zoning Commission - COMPLETED
- January 14, 2020 - Consideration by the City Council
- January 28, 2020 - Consideration and Final Action by the City Council

FINANCIAL IMPACT:

None studied at this time.

SUBMITTED BY:

Andreina Dávila-Quintero, AICP, Current Planning Manager

ATTACHMENTS:

Attachment I - Permitted Uses Proposed Amendments

Attachment II - Sign Variance Proposed Amendments

Ordinance with Exhibits

Chapter 5 - ZONING USE REGULATIONS

SECTION 5.04. - COMMERCIAL USES

Sec. 5.04.010. - Commercial Uses Allowed by District.

The following use table presents the commercial uses that are allowed in each zoning district, in accordance with all standards and regulations of this Code. Certain uses are allowed with limitations detailed in Section 5.04.020. The 'Notes' column of the use table contains direction on the specific limitation of the particular use.

Table 5.04.010: Commercial Uses

Specific Use	AG	RE	RL	RS	TF	TH	MF1	MF2	MH	CN	C1	C3	OF	BP	IN	PF	MUDT	MU	Notes

Commercial Sales and Services																			

Office/Showroom	—	—	—	—	—	—	—	—	—	—	—	— <u>L</u>	—	P	P	—	—		<u>AA</u>

Automotive Sales and Services																			
Towing Services and Impound Lots	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P <u>L</u>	—	—	—	<u>AB</u>

Sec. 5.04.020. - Commercial Use Limitations.

All commercial uses shall meet any applicable provisions of the City Code of Ordinances, in addition to the following limitations. Outdoor display and storage requirements, if applicable, shall be met in accordance with Section 5.09.

AA. Office/Showroom.

Added language is underlined

Deleted language is ~~strikethrough~~

Editor's Note: The letter under the Notes column represents the additional standards applicable to the specific use and are found in the limitations section following each table

An Office/Showroom is permitted in accordance with Table 5.04.010 and subject to the following standards and limitations:

1. Warehousing facilities shall be incidental to the primary use and shall not exceed 50 percent (50%) of the total floor area.
2. Outdoor storage may be permitted in accordance with Section 5.09 of this Code.

AB. Towing Services and Impound Lots.

A Towing Services and Impound Lot use may be permitted in accordance with Table 5.04.010 and subject to the following standards and limitations:

1. All motorized vehicles, to include operable or repairable motor vehicles that have been towed, repossessed, or otherwise in the care and custody of the operator of the lot, shall be on an approved paved surface.
2. Any other outdoor storage may be permitted in accordance with Section 5.09 of this Code.

SECTION 5.06. - INDUSTRIAL USES

Sec. 5.06.010. - Industrial Uses Allowed by District.

The following Use Table presents the industrial uses that are allowed in each Zoning District, in accordance with all standards and regulations of this Code.

Table 5.06.010: Industrial Uses

Specific Use	AG	RE	RL	RS	TF	TH	MF1	MF2	MH	CN	C1	C3	OF	BP	IN	PF	MUDT	MU	Notes
Contractor Services, Limited	—	—	—	—	—	—	—	—	—	—	—	— <u>S</u>	—	P <u>L</u>	P	—	—		<u>B</u>
Contractor Services, General	—	—	—	—	—	—	—	—	—	—	—	—	—	— <u>S</u>	P	—	—		<u>C</u>

Office/Warehouse	—	—	—	—	—	—	—	—	—	—	—	— <u>L</u>	—	P	P	—	—		<u>D</u>

Added language is underlined

Page 2 of 5

Chapter 5

Deleted language is ~~strikethrough~~

Editor's Note: The letter under the Notes column represents the additional standards applicable to the specific use and are found in the limitations section following each table

Wrecking, Scrap or Salvage Yard	—	—	—	—	—	—	—	—	—	—	—	—	—	—	S	—	—
<u>Storage Yard</u>															<u>L</u>		<u>E</u>

Sec. 5.06.020. - Industrial Use Limitations.

All industrial uses shall meet any applicable provisions of the City Code of Ordinances. Outdoor display and storage requirements, if applicable, shall be met in accordance with Section 5.09.

A. Reserved.

B. Contractor Services, Limited.

Contractor Services, Limited is permitted in accordance with Table 5.06.010 and subject to the following standards and limitations:

1. Parking spaces shall be provided for fleet vehicles in addition to the minimum number of parking spaces required per Chapter 9 of this Code.
2. Parking of fleet vehicles shall comply with the Outdoor Storage, Limited requirements of Section 5.09 of this Code.
3. When the outdoor storage area is gated, a minimum of two vehicle stacking spaces from the key code box shall be provided. Vehicle stacking spaces shall comply with Section 9.04.020 of this Code.

C. Contractor Services, General.

Contractor Services, General is permitted in accordance with Table 5.06.010 and subject to the following standards and limitations:

1. Outdoor storage shall be incidental to the primary use and may be permitted in accordance with Section 5.09 of this Code.
2. Outdoor storage may be increased to 50% of the total site area provided the outdoor storage area is not located adjacent to a public street, residential zoned property, an existing single-family home in the ETJ that is platted or designated for residential use on the Future Land Use Map, or a public park.

3. When outdoor storage is proposed to be located adjacent to a public street, residential zoned property, an existing single-family home in the ETJ that is platted or designated for residential use on the Future Land Use Map, or a public park, articulation shall be provided for the screening wall or fence by one of the following:
 - a. Masonry columns or similar column effect as approved by the Director, using different materials than the wall, spaced no more than 125 feet apart; or
 - b. Variations in depth achieved either through offsets of at least five feet deep, plant material groupings, breaks in walls, or other variations as approved by the Director, occurring every 80 feet
4. Fleet vehicles shall be parked in the same area as the designated outdoor storage to be screened from the public.
5. When the outdoor storage area is gated, a minimum of two vehicle stacking spaces from the key code box shall be provided. Vehicle stacking spaces shall comply with Section 9.04.020 of this Code.

D. Office/Warehouse.

Office/Warehouse is permitted in accordance with Table 5.06.010 and subject to the following standards and limitations:

1. The primary entrance shall be located in the office portion of the building.
2. The warehouse portion may not exceed more than 50% of the front building façade.
3. Access to the loading and storage areas shall be limited to the side or rear of the building.

E. Storage Yard.

Storage Yard is permitted in accordance with Table 5.06.010 and subject to the following standards and limitations:

1. All equipment, material and any other outdoor storage shall be located on an approved paved surface.

2. All equipment, material and any other outdoor storage shall comply with the setback requirements of the district, and the landscape standards of Section 8.04 of this Code.
 - a. For purposes of this subsection, street yard trees shall be provided between the screen wall and the street lot line.
3. When outdoor storage is proposed to be located adjacent to a public street, residential zoned property, an existing single-family home in the ETJ that is platted or designated for residential use on the Future Land Use Map, or a public park, articulation shall be provided for the screening wall or fence by one of the following:
 - a. Masonry columns or similar column effect as approved by the Director, using different materials than the wall, spaced no more than 125 feet apart; or
 - b. Variations in depth achieved either through offsets of at least five feet deep, plant material groupings, breaks in walls, or other variations as approved by the Director, occurring every 80 feet
4. When outdoor storage areas are gated, a minimum of two vehicle stacking spaces from the key code box shall be provided. Vehicle stacking spaces shall comply with Section 9.04.020 of this Code.
5. Outdoor storage shall comply with the requirements of Section 5.09 of this Code.

Chapter 16 - DEFINITIONS**SECTION 16.01. - GENERAL**

SECTION 16.02. - DEFINITIONS

The following definitions describe terms found in this Code.

Contractor Services, Limited. An establishment primarily engaged in construction or related activities off-premises. This use is limited to the offices associated with the business and the indoor incidental storage of supplies, and excludes the on-site maintenance or storage, temporary or otherwise, of equipment, or machinery, ~~or vehicles.~~ ~~No outdoor storage is allowed.~~

Office/Showroom. An establishment with both a business office and associated showroom for display of sample goods or services to be delivered or performed off-premises. Catalog and telephone sales facilities are appropriate. Incidental retail sales of products associated with the primary products and/or services is permitted. ~~Warehousing facilities shall be incidental to the primary use and shall not exceed 50 percent (50%) of the total floor area.~~ This designation does not include contractor's shop or storage yard.

Office/Warehouse. A business office with an associated ~~small-scale~~ small-scale warehouse typically located at the rear of the space for the purposes of storing materials needed to supply service off-site. This use can accommodate trades such as plumbers or electricians, as long as there is no processing, manufacturing, fabrication or outside storage of materials on site.

Stone, Mulch or Dirt Sales Yard. A typically outdoor facility that stores and conducts retail sales of dirt, mulch, stone, or other material commonly sold to an individual or contractor.

Storage Yard. A facility primarily used ~~almost exclusively~~ for outdoor storage of equipment and materials. ~~Outdoor storage of material in a Storage Yard may exceed 20 percent (20%) of the total site area.~~

Chapter 3 - APPLICATIONS AND PERMITS

SECTION 3.15. - ZONING VARIANCE AND SPECIAL EXCEPTION

Sec. 3.15.010. - Applicability.

A. Zoning Variance.

In accordance with the provisions of the Texas Local Government Code chs. 211 and ~~231~~216, the Zoning Board of Adjustment (Board) shall have the authority to hear and grant requests for a Variance from the zoning provisions and sign regulations of this Unified Development Code. A Variance to the development standards of this Code shall be considered an exception to the regulations, rather than a right.

A Zoning Variance differs from a Subdivision Variance, which applies to certain regulations pertaining to subdivision of land and must be requested from the Planning & Zoning Commission during the subdivision review process.

Sec. 3.15.020. - Zoning Variance and Special Exception Process.

E. Notice and Hearing.

1. The Zoning Board of Adjustment shall hold a public hearing for consideration of the Zoning Variance or Special Exception request ~~no later than 45 calendar days~~ on the next available regular scheduled meeting after the date of the application is filed.
2. Written notice of the public hearing for a Zoning Variance or Special Exception shall be provided as set forth in Sections ~~3.03 and 4.09.040~~ of this Code.
3. The applicant may appear at the hearing in person or by agent or attorney.

Sec. 3.15.030. - Criteria for Zoning Variance Review.

A. Required Findings.

The Zoning Board of Adjustment may authorize a Zoning Variance from the requirements of the zoning provisions and sign regulations of this Unified Development Code if the

Variance from the terms of the zoning provisions is not contrary to the public interest and, due to special conditions, a literal enforcement of the requirements would result in unnecessary hardship, so the spirit of this Code is preserved, and substantial justice done. No Zoning Variance shall be granted unless the ZBA finds all of the following:

D. Limitation on Variances for Signs.

~~No Variance for a sign may increase the overall permitted area of a sign. Sign related variances may only be granted, in accordance with this section, for height or other location restrictions.~~ No Variance application(s) shall be accepted for prohibited signs listed in Section 10.04 ("Signs Prohibited Under this Code").

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING CHAPTER 3, APPLICATIONS AND PERMITS, CHAPTER 5, ZONING USE REGULATIONS, AND CHAPTER 16, DEFINITIONS, OF THE UNIFIED DEVELOPMENT CODE (UDC) RELATIVE TO ZONING VARIANCES FOR SIGN AREA AND CERTAIN USES IN SPECIFIC ZONING DISTRICTS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 11, 2003, the City Council of the City of Georgetown, Texas, adopted a set of comprehensive development regulations known as the Unified Development Code ("UDC") via Ordinance No. 2003-16, which codified various zoning and subdivision standards; and

WHEREAS, the City Council established a UDC Advisory Committee on November 12, 2013, to review proposed or requested amendments to the UDC other than executive amendments, which are those amendments that are nondiscretionary, mandatory, or legislative revisions to address state statutes or case laws, ratify published directors determinations, incorporate recently approved Council ordinances, process City Council designated emergency items, or address revisions otherwise determined necessary by legal counsel; and

WHEREAS, the City Council adopted Resolution 042418-X on April 24, 2018, adopting the Unified Development Code (UDC) General Amendments List for 2018/19; and

WHEREAS, amendments relating to certain uses in specific zoning districts and sign area variances were identified as Priority 1 in the 2018/19 UDC General Amendments List; and

WHEREAS, the UDC Advisory Committee conducted a Public Hearing on the proposed amendment at their December 4, 2019 special scheduled meetings, and recommended approval of the amendments with modifications to the City Council; and

WHEREAS, the Planning and Zoning Commission conducted a Public Hearing on the proposed amendments at their January 7, 2020 regular scheduled meeting, and recommended to the City Council approval of the amendments as recommended by the UDC Advisory Committee.

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

ORDINANCE NO. _____
DESCRIPTION: PERMITTED USES AND SIGN AREA VARIANCE ;
DATE APPROVED: JANUARY 28, 2020

PAGE 1 OF 2
EXHIBITS A - C

SECTION 1: The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan.

SECTION 2: Chapter 3, Applications and Permits, Chapter 5, Zoning Use Regulations, and Chapter 16, Definitions, of the Unified Development Code (UDC) are hereby amended as described in **EXHIBITS "A" through "C"**.

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 on February 1, 2020, in accordance with the provisions of State Law and the City Charter of the City of Georgetown.

APPROVED on First Reading this 14 day of January, 2020.

APPROVED AND ADOPTED on Second Reading this 28 day of January, 2020.

THE CITY OF GEORGETOWN:

ATTEST:

Dale Ross
Mayor

Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

Charlie McNabb
City Attorney

ORDINANCE NO. _____
DESCRIPTION: PERMITTED USES AND SIGN AREA VARIANCE ; _____
DATE APPROVED: JANUARY 28, 2020

PAGE 2 OF 2
EXHIBITS A - C

Chapter 3 - APPLICATIONS AND PERMITS

SECTION 3.15. - ZONING VARIANCE AND SPECIAL EXCEPTION**Sec. 3.15.010. - Applicability.****A. Zoning Variance.**

In accordance with the provisions of the Texas Local Government Code chs. 211 and ~~231~~216, the Zoning Board of Adjustment (Board) shall have the authority to hear and grant requests for a Variance from the zoning provisions and sign regulations of this Unified Development Code. A Variance to the development standards of this Code shall be considered an exception to the regulations, rather than a right.

A Zoning Variance differs from a Subdivision Variance, which applies to certain regulations pertaining to subdivision of land and must be requested from the Planning & Zoning Commission during the subdivision review process.

Sec. 3.15.020. - Zoning Variance and Special Exception Process.

E. Notice and Hearing.

1. The Zoning Board of Adjustment shall hold a public hearing for consideration of the Zoning Variance or Special Exception request ~~no later than 45 calendar days~~ on the next available regular scheduled meeting after the date of the application is filed.
2. Written notice of the public hearing for a Zoning Variance or Special Exception shall be provided as set forth in Sections ~~3.03 and 4.09.040~~ of this Code.
3. The applicant may appear at the hearing in person or by agent or attorney.

Sec. 3.15.030. - Criteria for Zoning Variance Review.**A. Required Findings.**

The Zoning Board of Adjustment may authorize a Zoning Variance from the requirements of the zoning provisions and sign regulations of this Unified Development Code if the

Exhibit A

Sign Variance
UDC Amendment No.18

Printed on Jan. 6, 20

Variance from the terms of the zoning provisions is not contrary to the public interest and, due to special conditions, a literal enforcement of the requirements would result in unnecessary hardship, so the spirit of this Code is preserved, and substantial justice done. No Zoning Variance shall be granted unless the ZBA finds all of the following:

D. Limitation on Variances for Signs.

~~No Variance for a sign may increase the overall permitted area of a sign. Sign related variances may only be granted, in accordance with this section, for height or other location restrictions.~~ No Variance application(s) shall be accepted for prohibited signs listed in Section 10.04 ("Signs Prohibited Under this Code").

Exhibit B

Zoning Use Regulations
UDC Amendment No. 12 & 13

Printed on Dec. 31, 19

Chapter 5 - ZONING USE REGULATIONS

SECTION 5.04. - COMMERCIAL USES

Sec. 5.04.010. - Commercial Uses Allowed by District.

The following use table presents the commercial uses that are allowed in each zoning district, in accordance with all standards and regulations of this Code. Certain uses are allowed with limitations detailed in Section 5.04.020. The 'Notes' column of the use table contains direction on the specific limitation of the particular use.

Table 5.04.010: Commercial Uses

Specific Use	AG	RE	RL	RS	TF	TH	MF1	MF2	MH	CN	C1	C3	OF	BP	IN	PF	MUDT	MU	Notes

Commercial Sales and Services																			

Office/Showroom	—	—	—	—	—	—	—	—	—	—	—	— <u>L</u>	—	P	P	—	—		<u>AA</u>

Automotive Sales and Services																			
Towing Services and Impound Lots	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P <u>L</u>	—	—	—	<u>AB</u>

Sec. 5.04.020. - Commercial Use Limitations.

All commercial uses shall meet any applicable provisions of the City Code of Ordinances, in addition to the following limitations. Outdoor display and storage requirements, if applicable, shall be met in accordance with Section 5.09.

AA. Office/Showroom.

Exhibit B

An Office/Showroom is permitted in accordance with Table 5.04.010 and subject to the following standards and limitations:

1. Warehousing facilities shall be incidental to the primary use and shall not exceed 50 percent (50%) of the total floor area.
2. Outdoor storage may be permitted in accordance with Section 5.09 of this Code.

AB. Towing Services and Impound Lots.

A Towing Services and Impound Lot use may be permitted in accordance with Table 5.04.010 and subject to the following standards and limitations:

1. All motorized vehicles, to include operable or repairable motor vehicles that have been towed, repossessed, or otherwise in the care and custody of the operator of the lot, shall be on an approved paved surface.
2. Any other outdoor storage may be permitted in accordance with Section 5.09 of this Code.

SECTION 5.06. - INDUSTRIAL USES

Sec. 5.06.010. - Industrial Uses Allowed by District.

The following Use Table presents the industrial uses that are allowed in each Zoning District, in accordance with all standards and regulations of this Code.

Table 5.06.010: Industrial Uses

Specific Use	AG	RE	RL	RS	TF	TH	MF1	MF2	MH	CN	C1	C3	OF	BP	IN	PF	MUDT	MU	Notes
Contractor Services, Limited	—	—	—	—	—	—	—	—	—	—	—	— <u>S</u>	—	P <u>L</u>	P	—	—		<u>B</u>
Contractor Services, General	—	—	—	—	—	—	—	—	—	—	—	—	—	— <u>S</u>	P	—	—		<u>C</u>

Office/Warehouse	—	—	—	—	—	—	—	—	—	—	—	— <u>L</u>	—	P	P	—	—		<u>D</u>

Exhibit B

Zoning Use Regulations
UDC Amendment No. 12 & 13

Printed on Dec. 31, 19

Wrecking, Scrap or Salvage Yard	—	—	—	—	—	—	—	—	—	—	—	—	—	—	S	—	—		
Storage Yard															L				E

Sec. 5.06.020. - Industrial Use Limitations.

All industrial uses shall meet any applicable provisions of the City Code of Ordinances. Outdoor display and storage requirements, if applicable, shall be met in accordance with Section 5.09.

A. Reserved.

B. Contractor Services, Limited.

Contractor Services, Limited is permitted in accordance with Table 5.06.010 and subject to the following standards and limitations:

1. Parking spaces shall be provided for fleet vehicles in addition to the minimum number of parking spaces required per Chapter 9 of this Code.
2. Parking of fleet vehicles shall comply with the Outdoor Storage, Limited requirements of Section 5.09 of this Code.
3. When the outdoor storage area is gated, a minimum of two vehicle stacking spaces from the key code box shall be provided. Vehicle stacking spaces shall comply with Section 9.04.020 of this Code.

C. Contractor Services, General.

Contractor Services, General is permitted in accordance with Table 5.06.010 and subject to the following standards and limitations:

1. Outdoor storage shall be incidental to the primary use and may be permitted in accordance with Section 5.09 of this Code.
2. Outdoor storage may be increased to 50% of the total site area provided the outdoor storage area is not located adjacent to a public street, residential zoned property, an existing single-family home in the ETJ that is platted or designated for residential use on the Future Land Use Map, or a public park.
3. When outdoor storage is proposed to be located adjacent to a public street, residential zoned property, an existing single-family home in the ETJ that is platted

or designated for residential use on the Future Land Use Map, or a public park, articulation shall be provided for the screening wall or fence by one of the following:

- a. Masonry columns or similar column effect as approved by the Director, using different materials than the wall, spaced no more than 125 feet apart; or
 - b. Variations in depth achieved either through offsets of at least five feet deep, plant material groupings, breaks in walls, or other variations as approved by the Director, occurring every 80 feet
4. Fleet vehicles shall be parked in the same area as the designated outdoor storage to be screened from the public.
 5. When the outdoor storage area is gated, a minimum of two vehicle stacking spaces from the key code box shall be provided. Vehicle stacking spaces shall comply with Section 9.04.020 of this Code.

D. Office/Warehouse.

Office/Warehouse is permitted in accordance with Table 5.06.010 and subject to the following standards and limitations:

1. The primary entrance shall be located in the office portion of the building.
2. The warehouse portion may not exceed more than 50% of the front building façade.
3. Access to the loading and storage areas shall be limited to the side or rear of the building.

E. Storage Yard.

Storage Yard is permitted in accordance with Table 5.06.010 and subject to the following standards and limitations:

1. All equipment, material and any other outdoor storage shall be located on an approved paved surface.
2. All equipment, material and any other outdoor storage shall comply with the setback requirements of the district, and the landscape standards of Section 8.04 of this Code.

Exhibit B

- a. For purposes of this subsection, street yard trees shall be provided between the screen wall and the street lot line.
3. When outdoor storage is proposed to be located adjacent to a public street, residential zoned property, an existing single-family home in the ETJ that is platted or designated for residential use on the Future Land Use Map, or a public park, articulation shall be provided for the screening wall or fence by one of the following:
 - a. Masonry columns or similar column effect as approved by the Director, using different materials than the wall, spaced no more than 125 feet apart; or
 - b. Variations in depth achieved either through offsets of at least five feet deep, plant material groupings, breaks in walls, or other variations as approved by the Director, occurring every 80 feet
4. When outdoor storage areas are gated, a minimum of two vehicle stacking spaces from the key code box shall be provided. Vehicle stacking spaces shall comply with Section 9.04.020 of this Code.
5. Outdoor storage shall comply with the requirements of Section 5.09 of this Code.

Chapter 16 - DEFINITIONS**SECTION 16.01. - GENERAL**

SECTION 16.02. - DEFINITIONS

The following definitions describe terms found in this Code.

Contractor Services, Limited. An establishment primarily engaged in construction or related activities off-premises. This use is limited to the offices associated with the business and the indoor incidental storage of supplies, and excludes the on-site maintenance or storage, temporary or otherwise, of equipment, or machinery, ~~or vehicles.~~ ~~No outdoor storage is allowed.~~

Office/Showroom. An establishment with both a business office and associated showroom for display of sample goods or services to be delivered or performed off-premises. Catalog and telephone sales facilities are appropriate. Incidental retail sales of products associated with the primary products and/or services is permitted. ~~Warehousing facilities shall be incidental to the primary use and shall not exceed 50 percent (50%) of the total floor area.~~ This designation does not include contractor's shop or storage yard.

Office/Warehouse. A business office with an associated ~~small-scale~~ small-scale warehouse typically located at the rear of the space for the purposes of storing materials needed to supply service off-site. This use can accommodate trades such as plumbers or electricians, as long as there is no processing, manufacturing, fabrication or outside storage of materials on site.

Stone, Mulch or Dirt Sales Yard. A typically outdoor facility that stores and conducts retail sales of dirt, mulch, stone, or other material commonly sold to an individual or contractor.

Storage Yard. A facility primarily used ~~almost exclusively~~ for outdoor storage of equipment and materials. ~~Outdoor storage of material in a Storage Yard may exceed 20 percent (20%) of the total site area.~~

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Consideration and possible action to approve a **Municipal Services Agreement** with **EIDOM Enterprises, LLC**, for the **provision of municipal services** to an approximately **14.29-acre** tract in the William Robert Survey, Abstract No. 524 and a **0.979 acre** portion of **Shell Road**, a right-of-way of varying width of record described to Williamson County, Texas, generally located at **3700 Shell Road, upon annexation** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is requesting annexation for a 14.29-acre tract generally located at 3700 Shell Road and 0.979-acre portion of Shell Road right-of-way. The subject property has a Future Land Use designation of Mixed Use Community.

The item under consideration tonight is to approve the municipal services agreement required for voluntary annexation submitted in accordance with State Law.

Meeting Schedule:

- 1/14/2020 – City Council Approves Municipal Services Agreement - TONIGHT
- 2/4/2020 - P&Z Public Hearing & Recommendation on Initial Zoning
- 2/25/2020 – City Council Public Hearing and First Reading of Ordinance
- 3/10/2020 – City Council Second Reading of Ordinance

FINANCIAL IMPACT:

City services, including police and fire protection, emergency medical services, solid waste collection and disposal are immediately subject to the property upon approval of the annexation ordinance. Extension of capital improvements such as water and wastewater systems will be subject to the City's utility extension and improvement policy or the terms of any potential agreement with the property owner.

SUBMITTED BY:

Ethan Harwell, Planner

ATTACHMENTS:

Exhibit 1 - Proposed Municipal Services Agreement & Survey

Exhibit 1 - Location Map

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF GEORGETOWN, TEXAS
AND
EIDOM ENTERPRISES, LLC

This Municipal Services Agreement ("Agreement") is entered into on the _____ day of _____, _____ by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and EIDOM Enterprises, LLC, a Texas limited liability company, d/b/a Shell Road RV and Boat Storage ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

WHEREAS, Owner owns certain parcels of land located at 3700 Shell Road, which consists of approximately 14.288 acres of land and 0.979 acres of right-of-way on Shell Road in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for annexation of the Property, identified as Annexation Case No. 2019-9-ANX ("Annexation Case");

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Georgetown City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law,

improvements schedule, and applicable law and at rates established by City ordinances for such services.

- c. The City may impose a fee for any municipal service in the area annexed if the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.
 - d. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - e. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Williamson County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder

shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF GEORGETOWN

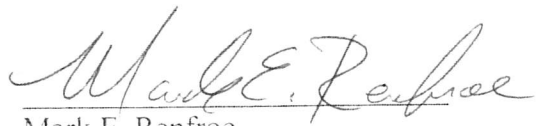
**EIDOM Enterprises, LLC, a Texas
limited liability company, d/b/a Shell
Road RV and Boat Storage**

By: Mark E. Renfro

By: _____

Dale Ross
Mayor

By: _____


Mark E. Renfro
Owner

Approved as to Form:

Charlie McNabb
City Attorney

Attest:

Robyn Densmore, TRMC
City Secretary

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Dale Ross, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of
said corporation.

By: _____

Notary Public, State of Texas

State of Texas §
County of Hays §

This instrument was acknowledged before me on the 3rd day of December, 2019, by
Mark E. Renfroe, Owner of EIDOM Enterprises, LLC, a Texas limited liability company, d/b/a
Shell Road RV and Boat Storage, on behalf of said corporation.

By: Musheerah Murphy

Notary Public, State of Texas

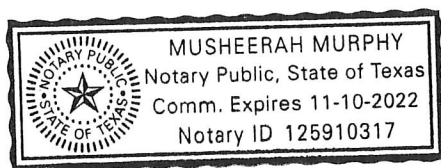


EXHIBIT A

FIELD NOTE DESCRIPTION FOR A 15.267 TRACT OF LAND, WILLIAMSON COUNTY, TEXAS:

BEING A 15.267 ACRE TRACT OF LAND OUT OF THE WILLIAM ROBERT SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN 24.300 ACRE TRACT CONVEYED TO EIDOM ENTERPRISES, LLC., IN DOCUMENT NO. 2016081879, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND 0.979 ACRES OF EXISTING SHELL ROAD RIGHT-OF-WAY, AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cotton gin spindle lying on the southeast right-of-way line of Shell Road, a public street, said point marking the west corner of that certain 1.47 acre tract conveyed to HOBC Partners, LLC., in Document No. 2018081055 of the Official Public Records of Williamson County, Texas, same being the north corner of that certain 24.05 acres conveyed to EIDOM Enterprises, LLC, in Document No. 2016081879 Official Public Records of Williamson County, Texas, for the north corner of this tract;

THENCE South 55°44'19" East along the east line of this tract common with the southwest line of said 1.47 acre HOBC Partners, LLC. tract, distance of 602.78 feet to a 1/2" iron rod found marking the south corner of said 1.47 acre HOBC Partners, LLC. tract, common with the northwest corner of that certain 30.09 acre tract conveyed to HOBC Partners, LLC. in Document No. 2018047204 Official Public Records of Williamson County, Texas, for an angle corner of this tract;

THENCE South 20°07'10" East continuing along the east line of this tract and Eidom Enterprises, LLC. tract, common with the west line of said 30.09 acre HOBC Partners, LLC. tract, a distance of 499.24 feet, to 1/2" iron rod set, for the southeast corner of this tract;

THENCE South 70°24'38" West along the south line of this tract, through and across said Eidom Enterprises, LLC. tract, a distance of 788.03 feet, to 1/2" iron rod set lying on the east line of that certain 5.42 acre tract conveyed to Annunciation Maternity Home, Inc. recorded in Document No. 2003093867 Official Public Records of Williamson County, Texas marking the southwest corner of this tract;

THENCE North 20°06'12" West along the west line of this tract, and said 24.05 acre Eidom Enterprises LLC., tract common with the northeast line of said Annunciation Maternity Home, Inc. tract, a distance of 672.46 feet, to 1/2" iron rod found lying on a curve to the left, and lying on the southeast right-of-way line of Shell Road, a public street, said point marking the northeast corner of said Annunciation Maternity Home, Inc. tract and northwest corner of said Eidom Enterprises, LLC. tract, for an angle corner in the west line of this tract;

THENCE North 52°36'56" West, a distance of 80.00 feet through and across said Shell Road right-of-way to a calculated point lying on the northwest right-of-way line of said road, for the northwest corner of the herein described tract;

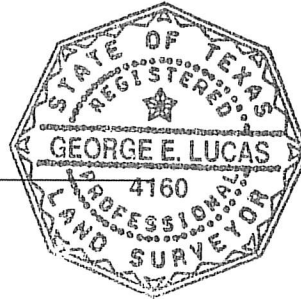
THENCE along the northwest line of Shell Road and this tract, 80.74 feet along the arc of said curve to the left, having a radius of 1,516.62 feet, and chord which bears North 35°51'05" East, for a distance of 80.73 feet, to a calculated point marking an angle corner of said northwest right-of-way of Shell Road, for an angle corner of this tract;

THENCE North 34°18'51" East continuing along the northwest line of this described tract and said right-of-way line of Shell Road, a distance of 450.28 feet, to a calculated point for the north corner of the herein described tract;

THENCE South 55°41'09" East a distance of 80.00 feet through and across the said right-of-way of Shell Road, to the POINT OF BEGINNING, containing 15.267 acres of land, more or less.



George E. Lucas
R.P.L.S. No. 4160
Celco Surveying Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130
November 15, 2019



SKETCH TO ACCOMPANY FIELD NOTES

CURVE TABLE						
CURVE #	RADIUS	TANGENT	ARC LENGTH	BEARING	CHORD LENGTH	DELTA
C1	1596.83'	42.52'	85.03'	N35°51'05"E	85.02'	003°03'03"
C2	1516.61'	40.38'	80.74'	N35°51'05"E	80.73'	003°03'01"

LINE TABLE		
Line #	Length	Direction
L1	80.00'	N52°38'56"W
L2	80.00'	S55°41'09"E

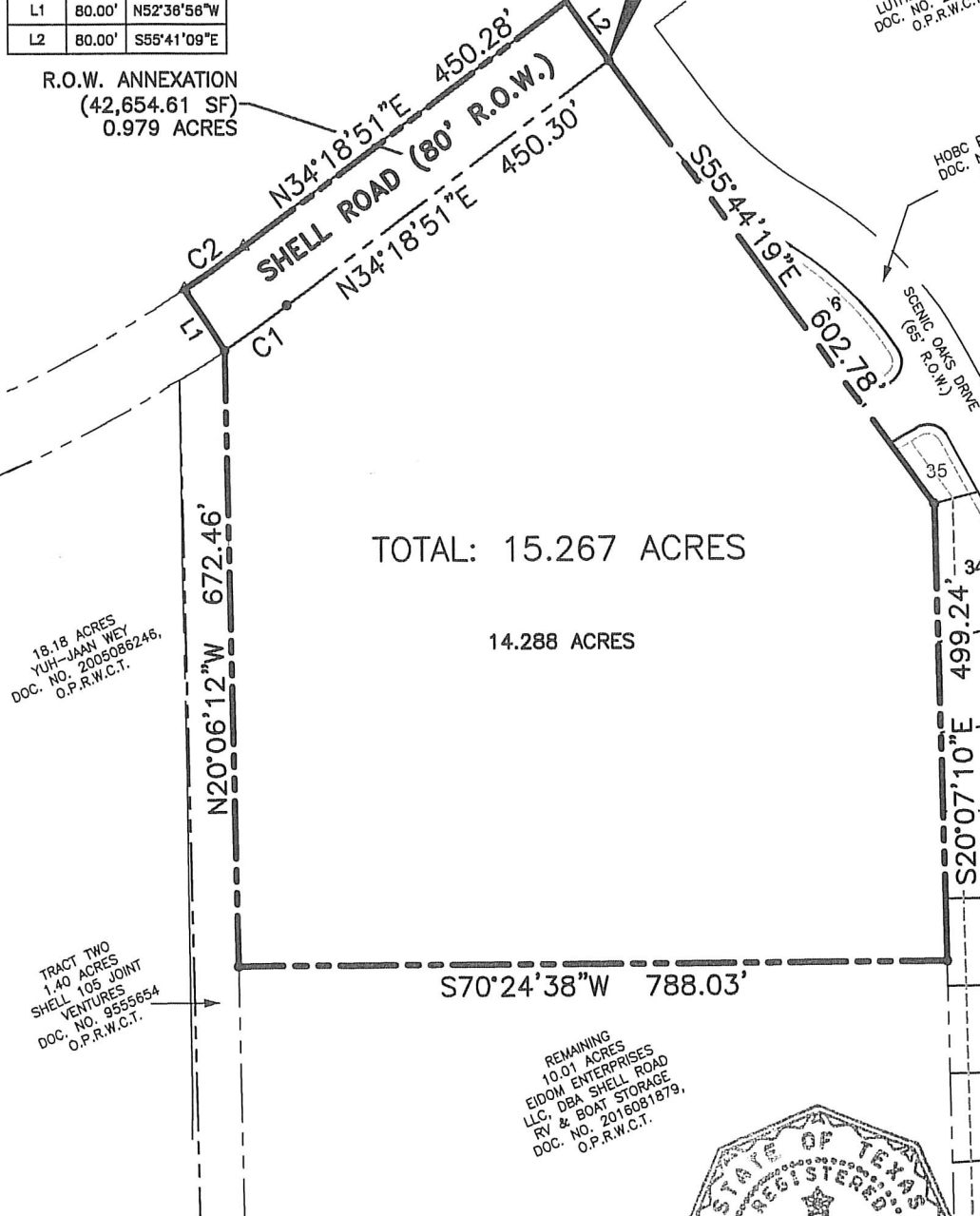
R.O.W. ANNEXATION
(42,654.61 SF)
0.979 ACRES

POINT OF
BEGINNING

CROSS AND CROWN
EVANGELICAL
LUTHERAN CHURCH
DOC. NO. 200085079
O.P.R.W.C.T.

HOBG PARTNERS, LLC.
DOC. NO. 2018081055
O.P.R.W.C.T.

0' 200'
SCALE



18.18 ACRES
YUH-JAAN WEY
DOC. NO. 2005085246
O.P.R.W.C.T.

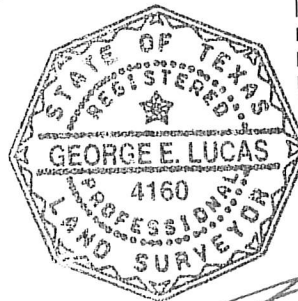
TRACT TWO
1.40 ACRES
SHELL 105 JOINT
VENTURES
DOC. NO. 9555654
O.P.R.W.C.T.

14.288 ACRES

HOBG PARTNERS, LLC
DOC. NO. 2018047204
O.P.R.W.C.T.

HIDDEN OAKS AT
BERRY CREEK
SUBDIVISION
DOCUMENT NO.
O.P.R.W.C.T.

REMAINING
10.01 ACRES
EIDON ENTERPRISES
LLC, DBA SHELL ROAD
RV & BOAT STORAGE
DOC. NO. 2018081879
O.P.R.W.C.T.



LEGEND

- IRON ROD FOUND
- △ CALCULATED POINT
- BOUNDARY LINE
- EXISTING R.O.W. LINE
- EXISTING LOT LINE
- EXISTING CENTER LINE OF DITCH
- EASEMENT
- OHE— OVERHEAD ELECTRICAL LINE

GEORGE E. LUCAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TEXAS 78130
OFFICE (512) 635-4857

DATE: 11-15-19



LOCATION

2019-9-ANX

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



0 250 500
Feet

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Consideration and possible action to approve a **Municipal Services Agreement** with **Danny Seay**, for the **provision of municipal services** to an approximately **1.38 acre** tract of land out of the William Addison Survey, Abstract No. 21 and a **0.39 acre** portion of Old 1460 Trail, a right-of-way of varying width of record described to Williamson County, Texas, generally located at **1061 Old 1460 Trail** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is requesting annexation for a 1.38-acre tract generally located at 1061 Old 1460 Trail and 0.39-acre portion of Old 1460 Trail right-of-way. The subject property has a Future Land Use designation of Mixed-Use Neighborhood Center.

The item under consideration tonight is to approve the municipal services agreement required for voluntary annexation submitted in accordance with State Law.

Meeting Schedule:

- 1/14/2020 – City Council Approves Municipal Services Agreement - TONIGHT
- 2/4/2020 - P&Z Public Hearing & Recommendation on Initial Zoning
- 2/25/2020 – City Council Public Hearing and First Reading of Ordinance
- 3/10/2020 – City Council Second Reading of Ordinance

FINANCIAL IMPACT:

City services, including police and fire protection, emergency medical services, solid waste collection and disposal are immediately subject to the property upon approval of the annexation ordinance. Extension of capital improvements such as water and wastewater systems will be subject to the City's utility extension and improvement policy or the terms of any potential agreement with the property owner.

SUBMITTED BY:

Ethan Harwell, Planner

ATTACHMENTS:

Exhibit 1 - Proposed Municipal Services Agreement & Survey

Exhibit 1 - Location Map

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF GEORGETOWN, TEXAS
AND DANNY SEAY

This Municipal Services Agreement ("Agreement") is entered into on the _____ day of _____, _____ by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and DANNY SEAY ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

WHEREAS, Owner owns certain parcels of land located at 1061 Old 1460 Trail, which consists of approximately 1.38 acres of land and 0.39 acres of right-of-way on Old 1460 Trail in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for annexation of the Property, identified as Annexation Case No. 2019-10-ANX ("Annexation Case");

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Georgetown City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire Protection and Emergency Medical Services – The City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department.
 - ii. Police – The City's Police Department will provide protection and law enforcement services.
 - iii. Planning and Development, Building Permits, and Inspections Services - Upon annexation, the City will provide site plan review; zoning approvals; Building Code and other standard Code inspection services; City Code enforcement; sign regulations and permits; and Stormwater Permit services in the annexed.
 - iv. Parks and Recreational Facilities. Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - v. Other Publicly Owned Buildings. Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.
 - vi. Library – Upon annexation, library privileges will be available to anyone residing in the annexed area
 - vii. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees

will cover the direct and indirect costs of stormwater management services.

- viii. Streets, Roads, and Street Lighting – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City's preventative maintenance program.
 - ix. Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility – City-owned water and wastewater facilities that exist in the annexed area will be maintained in accordance with City ordinances, standards, policies and procedures.
 - x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
 - xi. Code Compliance – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
 - xii. Animal Control Services – Upon annexation, the City shall provide animal control services in the annexed area.
 - xiii. Business Licenses and Regulations – Upon annexation, the City shall provide business licensing services (Carnivals Circuses and Other Exhibitions; Electrician's Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) in the annexed area
- b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City's extension policies, capital improvements schedule, and applicable law and at rates established by City ordinances for such services.
 - c. The City may impose a fee for any municipal service in the area annexed if

the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.

- d. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - e. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Williamson County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers

or immunities.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF GEORGETOWN



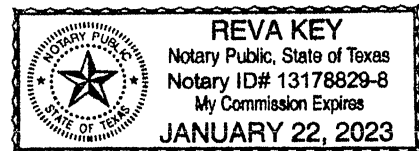
By:

By:

Dale Ross
Mayor

By:

DANNY SEAY
Name:
Title: **OWNER**



Approved as to Form:

Charlie McNabb
City Attorney

Attest:

Robyn Densmore, TRMC
City Secretary

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 17 day of _____, 20____, by Dale Ross, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 17th day of December, 2019, by Daniel Seay, _____ of [Name of individual signing, title (if any)] on behalf of said _____ [insert name of company or individual where applicable].

By: Reva L. Key

Notary Public, State of Texas

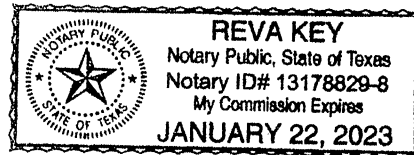


EXHIBIT A

FIELD NOTES

JOB NO. 190934-00

DATE: 8-19-2019

PAGE 1 OF 3

1.38 ACRES – field notes to accompany exhibit

Being 1.38 acres of land situated in Williamson County, Texas, out of the William Addison Survey, Abstract No. 21, and consisting of the following parcels:

- 1) a called 0.892 acres (tract 1) conveyed to Danny Seay, in that instrument recorded under Document No. 2000073712 of the Official Public Records, Williamson County, Texas.
- 2) a called 0.486 acres (tract 2) conveyed to Danny L. Seay, in that instrument recorded under Document No. 2000074162 of said Official Public Records.

As surveyed on the ground on this, the 15th day of August, 2019, by Texas Land Surveying, Inc., and further described by metes and bounds as follows:

BEGINNING: at a 3/8" iron rod found in the east line of Old 1460 Trail, for the northwest corner of a called 0.55 acres, conveyed to Renee C. Clawson and Larry Clawson, in that instrument recorded under Document No. 2004065263 of said Official Public Records, the southwest corner of said Seay 0.892 acre tract, and this parcel, from which a 3/8" iron rod found in the east line of Old 1460 Trail, for the southwest corner of said Clawson tract, bears S 21°17'06" E, 83.79 feet.

THENCE: N 21°01'38" W, 137.95 feet along the east line of Old 1460 Trail, the west line of said Seay 0.892 acre tract, and this parcel, to a 1/2" iron rod found, for the northwest corner of said Seay 0.892 acre tract, the southwest corner of said Seay 0.486 acre tract, and an angle point in the west line of this parcel.

THENCE: N 21°43'36" W, 73.90 feet along the east line of Old 1460 Trail, the west line of said Seay 0.486 acre tract, and this parcel, to a 1/2" iron rod w/ cap stamped "TLS" set, for an angle point in the west line of a called 2.530 acres, conveyed to Julio H. Reyes and Gloria E. Reyes, in that instrument recorded under Document No. 9641787 of the Official Records, Williamson County, Texas, the northwest corner of said Seay 0.486 acre tract, and this parcel, from which a 1/2" iron rod found in the east line of Old 1460 Trail, for the northwest corner of said Reyes tract, bears N 20°52'56" W, 94.08 feet.

THENCE: N 65°30'22" E, 285.53 feet along the west line of said Reyes tract, the north line of said Seay 0.486 acre tract, and this parcel, to a 1/2" iron rod found, for an angle point in the west line of said Reyes tract, the northeast corner of said Seay 0.486 acre tract, and this parcel.

THENCE: S 21°40'08" E, 75.00 feet along the west line of said Reyes tract, the east line of said Seay 0.486 acre tract, and this parcel, to a 1/2" iron rod found, for an angle point in the west line of said Reyes tract, the northeast corner of said Seay 0.892 acre tract, the southeast corner of said Seay 0.486 acre tract, and an angle point in the east line of this parcel.

THENCE: S 21°15'37" E, 134.91 feet along the west line of said Reyes tract, the east line of said Seay 0.892 acre tract, and this parcel, to a 2" pipe found, for the northeast corner of said Clawson tract, an angle point in the west line of said Reyes tract, the southeast corner of said Seay 0.892 acre tract, and this parcel.

THENCE: S 65°07'28" W, 286.14 feet along the north line of said Clawson tract, the south line of said Seay 0.892 acre tract, and this parcel, to the Point of Beginning, and containing a computed area of 1.38 acres, more or less.

1.38 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, AND CONSISTING OF THE FOLLOWING PARCELS:
1) A CALLED 0.892 ACRES (TRACT 1) CONVEYED TO DANNY SEAY, IN THAT INSTRUMENT RECORDED UNDER DOCUMENT NO. 2000073712 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
2) A CALLED 0.486 ACRES (TRACT 2) CONVEYED TO DANNY L. SEAY, IN THAT INSTRUMENT RECORDED UNDER DOCUMENT NO. 2000074162 OF SAID OFFICIAL PUBLIC RECORDS, AND FURTHER DESCRIBED BY ACCOMPANYING METES AND BOUNDS (SEE PAGES 1-2 OF 3 ATTACHED).

JOB NO: 190934

DRAWN: RJT

F.C.: JG

PAGE 3 OF 3

JULIO H. REYES & GLORIA E. REYES
(2.530 ACRES)
DOCUMENT NO. 9641787
O.R.W.C.

DANNY L. SEAY
(TRACT 2, 0.486 ACRES)
DOCUMENT NO. 2000074162
O.P.R.W.C.

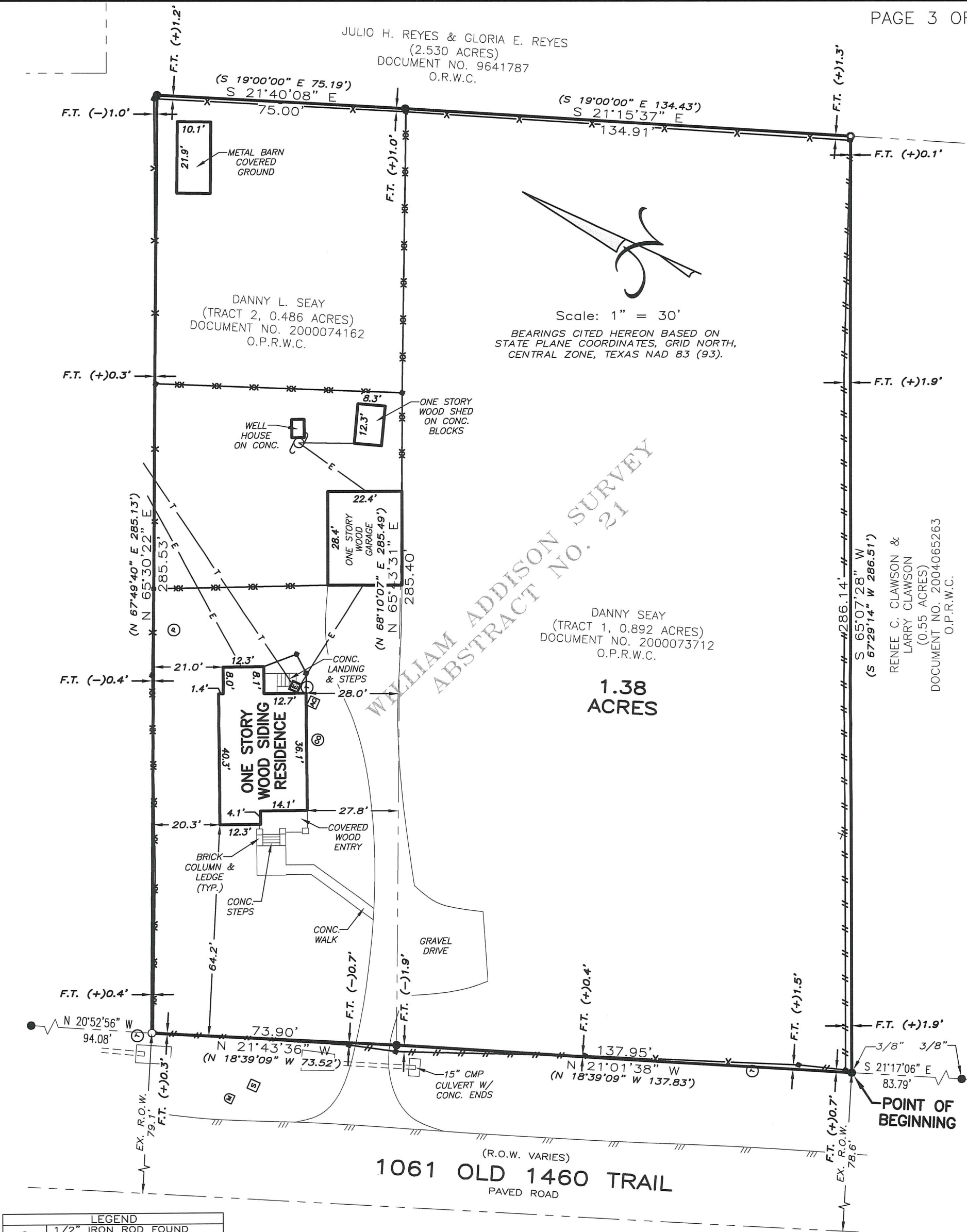
Scale: 1" = 30'

BEARINGS CITED HEREON BASED ON
STATE PLANE COORDINATES, GRID NORTH,
CENTRAL ZONE, TEXAS NAD 83 (93).

DANNY SEAY
(TRACT 1, 0.892 ACRES)
DOCUMENT NO. 2000073712
O.P.R.W.C.

1.38
ACRES

RENEE C. CLAWSON &
LARRY CLAWSON
(0.55 ACRES)
DOCUMENT NO. 2004065263
O.P.R.W.C.



LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "TLS INC."
■	FENCE POST
○	UTILITY POLE
—X—	WIRE FENCE
—XX—	CHAIN LINK FENCE
—E—	WOOD FENCE
—T—	ELECTRIC LINES
—T—	TELEPHONE LINES
—	PAVEMENT
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
()	RECORD INFORMATION
Ⓜ	AIR CONDITIONER
Ⓢ	CLEANOUT
Ⓜ	ELECTRIC
Ⓜ	MAILBOX
Ⓜ	2" PIPE FOUND
Ⓜ	PROPANE TANK
Ⓜ	SIGN
Ⓜ	TELEPHONE
C.M.P.	CORROGATED METAL PIPE
CONC.	CONCRETE
R.O.W.	RIGHT-OF-WAY

SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. OTHER EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON MAY AFFECT.

STATE OF TEXAS

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

Texas Land Surveying, Inc.

—A Land Surveying and Geoscience Firm—
3613 Williams Drive, Suite 903 — Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax www.texas-ls.com
TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY.
TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

THIS AREA DOES NOT APPEAR TO BE IN A SPECIAL FLOOD HAZARD AREA PER FEMA'S FLOOD INSURANCE RATE MAP #48491C0295E, DATED SEPT. 26, 2008. THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.



Witness my hand and seal this the 15th Day of August, 2019 A.D.

FIELD NOTES

JOB NO. 190934-00

DATE: 8-19-2019

PAGE 1 OF 2

0.39 ACRES – field notes to accompany exhibit

Being 0.39 acres of land situated in Williamson County, Texas, out of the William Addison Survey, Abstract No. 21, and being that area of the public right-of-way of Old 1460 Trail, westerly of and adjacent to a called 0.486 acres, conveyed to Danny L. Seay, in that instrument recorded under Document No. 2000074162 of the Official Public Records, Williamson County, Texas, and a called 0.892 acres, conveyed to Danny Seay, in that instrument recorded under Document No. 2000073712 of said Official Public Records, as surveyed on the ground on this, the 15th day of August, 2019, by Texas Land Surveying, Inc., and further described by metes and bounds as follows:

BEGINNING: at a 3/8" iron rod found in the east line of Old 1460 Trail, for the northwest corner of a called 0.55 acres, conveyed to Renee C. Clawson and Larry Clawson, in that instrument recorded under Document No. 2004065263 of said Official Public Records, the southwest corner of said Seay 0.892 acre tract, and the southeast corner of this parcel, from which a 3/8" iron rod found in the east line of Old 1460 Trail, for the southwest corner of said Clawson tract, bears S 21°17'06" E, 83.79 feet.

THENCE: S 65°07'28" W, 78.71 feet, crossing the public right-of-way of Old 1460 Trail, to a calculated point, for the southwest corner of this parcel.

THENCE: N 21°24'18" W, at 32.97 feet passing a 1/2" iron rod found in the west line of Old 1460 Trail, for the southeast corner of a called 1.84 acres, conveyed to Alfonso Gomez, in that instrument recorded under Document No. 2017046710 of said Official Public Records, continuing in all 212.34 feet along the west line of Old 1460 Trail, the east line of said Gomez tract, and the west line of this parcel, to a calculated point, for the northwest corner of this parcel, from which a 1/2" iron rod found in the west line of Old 1460 Trail, for the northeast corner of said Gomez tract, bears N 21°24'18" W, 220.05 feet.


THENCE: N 65°30'22" E, 79.18 feet, crossing the public right-of-way of Old 1460 Trail, to a 1/2" iron rod w/ cap stamped "TLS" set, for an angle point in the west line of a called 2.530 acres, conveyed to Julio H. Reyes and Gloria E. Reyes, in that instrument recorded under Document No. 9641787 of the Official Records, Williamson County, Texas, the northwest corner of said Seay 0.486 acre tract, and this parcel, from which a 1/2" iron rod found if the east line of Old 1460 Trail, for the northwest corner of said Reyes tract, bears N 20°52'56" W, 94.08 feet.

THENCE: S 21°43'36" E, 73.90 feet along the east line of Old 1460 Trail, the west line of said Seay 0.486 acre tract, and the east line of this parcel, to a 1/2" iron rod found, for the southwest corner of said Seay 0.486 acre tract, the northwest corner of said Seay 0.892 acre tract, and an angle point in the east line of this parcel.

THENCE: S 21°01'38" E, 137.95 feet along the east line of Old 1460 Trail, the west line of said Seay 0.892 acre tract, and the east line of this parcel, to the Point of Beginning, and containing a computed area of 0.39 acres, more or less.

This survey may be in violation of State of Texas Local Government Code, Chapter 232, County Regulations of Subdivisions. Texas Land Surveying, Inc. assumes NO liability of any kind for the misuse (illegal use) of this survey.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System Central Zone (NAD83).

 8-20-19

Kenneth Louis Crider, R.P.L.S. No. 5624
Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628
TBPLS FIRM No. 10056200



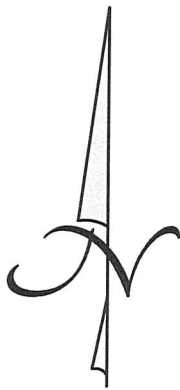
0.39 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, AND BEING THAT AREA OF THE PUBLIC RIGHT-OF-WAY OF OLD 1460 TRAIL, WESTERLY OF AND ADJACENT TO A CALLED 0.486 ACRES, CONVEYED TO DANNY L. SEAY, IN THAT INSTRUMENT RECORDED UNDER DOCUMENT NO. 2000074162 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND A CALLED 0.892 ACRES, CONVEYED TO DANNY SEAY, IN THAT INSTRUMENT RECORDED UNDER DOCUMENT NO. 2000073712 OF SAID OFFICIAL PUBLIC RECORDS, AND FURTHER DESCRIBED BY ACCOMPANYING METES AND BOUNDS (SEE PAGE 1 OF 2 ATTACHED)

JOB NO: 190934

DRAWN: RJT

F.C.: JG

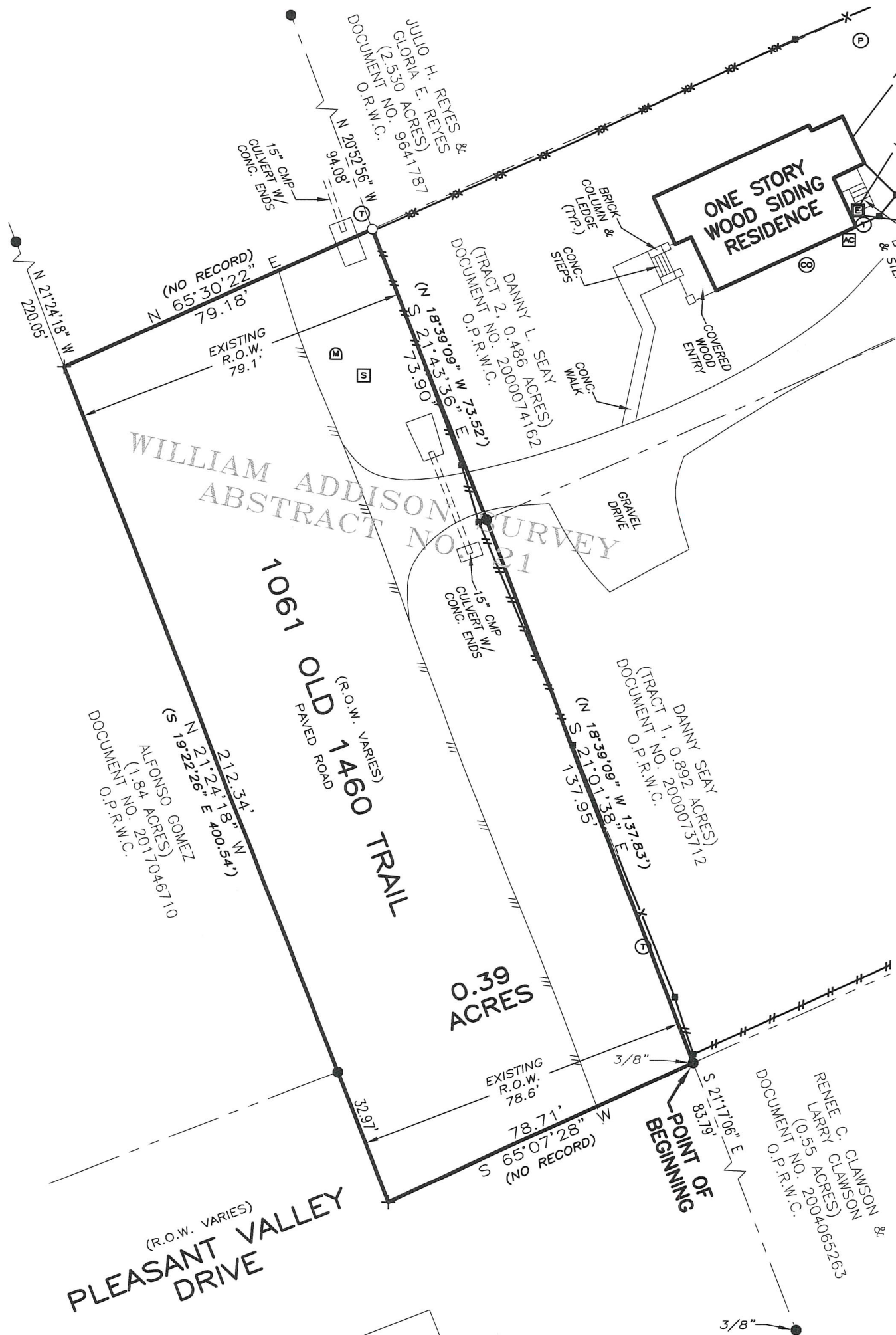
PAGE 2 OF 2



Scale: 1" = 30'

BEARINGS CITED HEREON BASED ON
STATE PLANE COORDINATES, GRID NORTH,
CENTRAL ZONE, TEXAS NAD 83 (93).

LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "TLS INC."
+	CALCULATED POINT
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
()	RECORD INFORMATION
CONC.	CONCRETE
R.O.W.	RIGHT-OF-WAY



SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. OTHER EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON MAY AFFECT.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

Texas Land Surveying, Inc.

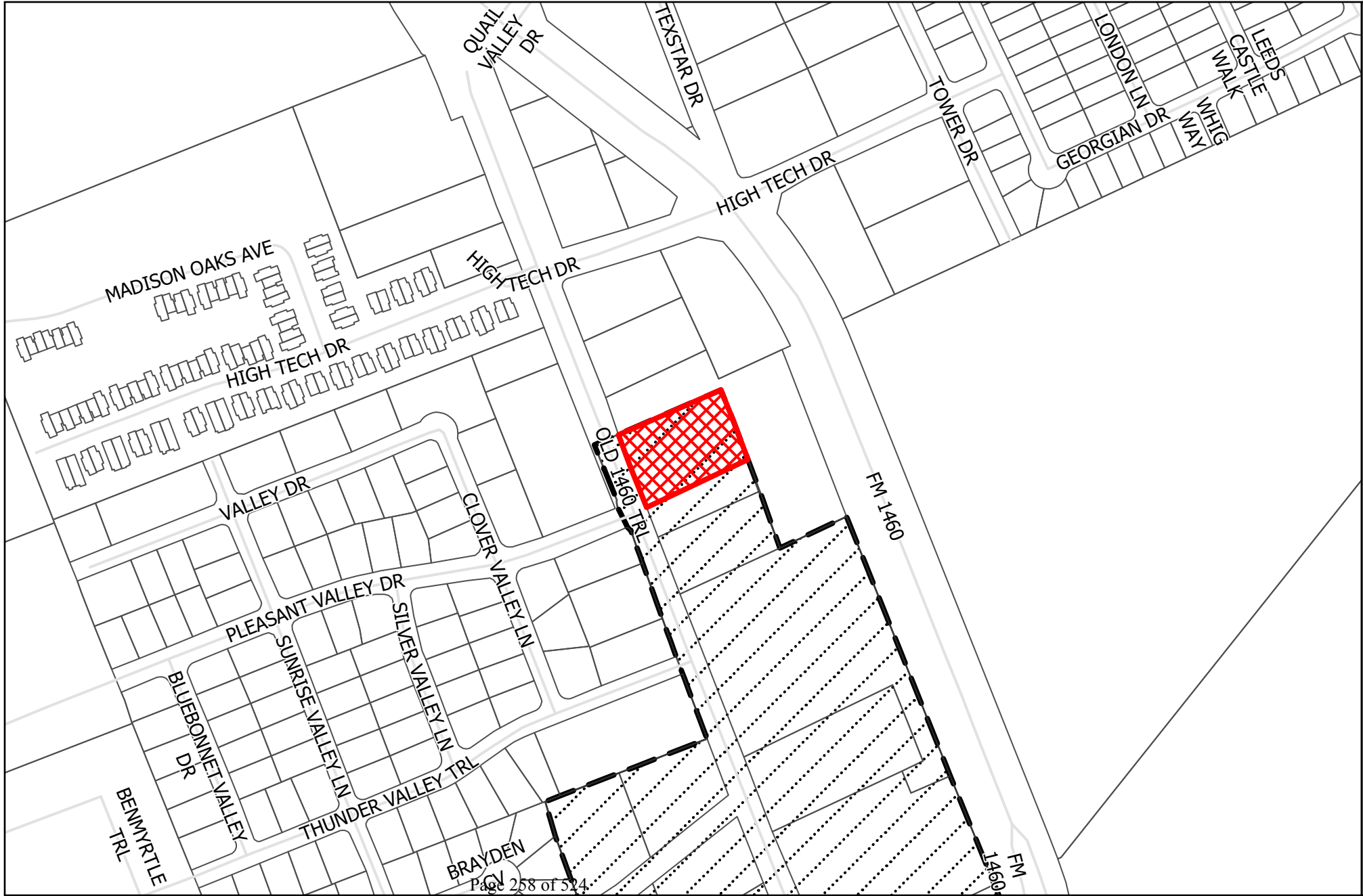
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Witness my hand and seal this the 15th Day of August, 2019 A.D.

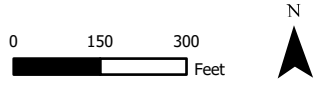


LOCATION

2019-10-ANX

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Public Hearing and First Reading of an Ordinance of the City Council of the City of Georgetown, Texas, approving an **Amended and Restated Consent Agreement** for the Northwest Williamson County Municipal Utility District #2 (NWWCMUD #2), also known as the **Parmer Ranch MUD**, pertaining to a **proposed new subdivision** in Williamson County, Texas consisting of approximately **454 acres** generally situated on the **northeast side** of **Williams Drive (RM 2338)** at **Ronald Reagan Boulevard** and stretching **from Williams Drive to Somerset Hills Drive along both sides of Ronald Reagan Boulevard**; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date -- Wayne Reed, Assistant City Manager

ITEM SUMMARY:

Council is being asked to hold a public hearing and to take action on an ordinance approving an amended and restated consent agreement between the City, Parmer Ranch Partners, L.P. (Owner/Developer), and Northwest Williamson County Municipal Utility District No. 2 (NWWCMUD #2), pertaining to a proposed new subdivision in Williamson County, Texas to be known as Parmer Ranch and consisting of approximately 454 acres. The land that is the subject of the proposed consent agreement is located in the City's extraterritorial jurisdiction and generally situated on the northeast side of Williams Drive (RM 2338) at Ronald Reagan Boulevard and stretching from Williams Drive to Somerset Hills Drive along both sides of Ronald Reagan Boulevard. Should Council approve the proposed Parmer Ranch Amended and Restated Consent Agreement ("Consent Agreement"), the development of the Parmer Ranch Subdivision will be controlled by the terms and conditions therein. Council considered this matter on July 23, 2019 during a workshop and provided staff direction to proceed with negotiations on an amended and restated consent agreement. Council is being asked at this time to consider approval of the first reading of an Ordinance concerning the Consent Agreement.

City staff finds the proposed Consent Agreement together with the financial terms proposed for the NWWCMUD #2 as described in this cover sheet will achieve the intent of the City's MUD Policy.

Background

The City consented to the formation of the NWWCMUD #2 in December of 2015 with the Owner, **PARMER RANCH PARTNERS, L.P.** The Parmer Ranch development contains roughly 454 acres ("the Land"). The Owner has formed the district, but no development has occurred to date.

The First Amendment was approved on February 26, 2019. It amended the wastewater services agreement and the land plan. The amended wastewater services agreement was critical to initiating development within the next two years to take into account changes that have occurred since 2015; the City has approved the Developer's construction plans for the wastewater interceptor. The Amended Land Plan breakout is as follows:

- Single-family = 1,170 DUs total with 435 units located on south side (SF = 286, Cluster = 149) and 735 SF units on the north side;
- Mixed-uses on a maximum of 99.9 acres, of which multi-family is restricted to a maximum of 30 acres. The remaining 70 acres (+/-) will provide office, retail, and medical uses;
- Multi-family units = 600 units on a maximum of 30 acres;
- Amenity center remains a focal point and will be located north of Ronald Reagan Blvd.;
- School site of 15 acres (+/-);
- Open space = 47 acres, which is more than 10% of the total land area;

The proposed Consent Agreement does not change the above land uses or the Amended Land Plan.

Amendments

While there are other details that are proposed as part of the Amended and Restated Consent Agreement to the Parmer Ranch Consent Agreement, the major amendments being proposed at this time are as follows:

1. Residential Standards

- Existing: There is a single requirement for single-family minimum lot widths of 40 feet with 5 foot

side yard setbacks for the more than 1,021 allowed units along with an additional 149 cluster single-family (patio homes) units. Further, there is no minimum lot size, front yard setback, or rear yard setback identified, nor is there a garage setback requirement. Multi-family is limited to up to 600 units on not more than 30 acres on certain Mixed Use parcels (see Amended Land Plan).

- Proposed: The development will have a greater diversity in single-family products by requiring different lot widths ranging from as narrow as 34' (3%) to 60' or greater (minimum of 15%) across the more than 1,000 lots. There will be development standards, including minimum lot size, lot widths, setbacks, building heights, and impervious cover. No change to multi-family density; maximum number of units will remain at 600 dwelling units.

2. Architecture

- Existing: Requires 100% masonry on all four sides of homes located on lots that back up onto collector level streets.
- Existing: No other architectural standards (minimums) are provided. States "Design guidelines will be prepared for all nonresidential and multi-family, defining architectural features, materials, colors, public spaces. Guidelines will be implemented by an Architectural Review Committee to ensure that the developments are complimentary and compatible with the overall theme of the community." There is no mention of the City having the right to review and approve such guidelines or having review authority to ensure developments are meeting the design guidelines.
- Proposed: Residential architectural standards will address exterior materials and front elevation features for all single-family development.
- Proposed: All commercial and mixed use areas will conform to Chapter 7, Non Residential Development Standards and Chapter 8.04, Non-Residential Landscaping Requirements, of the UDC.

3. Amenity Center

- Existing: Provides general statements about a private amenity center but no commitment as to timing of its construction and completion. "Amenity center with a clubhouse, swimming pool and play areas will be provided by Owner or District for the exclusive use and benefit of the District residents."
- Proposed: There is a trigger requiring the commencement and completion of construction of the private amenity center related to the number of single-family homes permitted.

4. Parkland

- Existing: Required to dedicate a 6, 8 or 10 acre park no later than Jan. 1, 2021 ("Multi-Acre Park"). Details around process are provided.
- Proposed: There is a trigger for the commencement and completion of construction of the parkland as shown on the Amended Land Plan that is tied to actual development of single-family homes to avoid the unintended consequence of mandating a neighborhood park by a date certain without a neighborhood around it. The requirement to construct and complete neighborhood parks differentiates parkland on the north and south sides, meaning the timing corresponds to homes on each side of Ronald Reagan Blvd. Parkland on south side to be developed based upon permit activity of the 435 single-family units located there; likewise, the parkland on the north side will be developed based on permit activity of the 735 single-family homes located there.

5. Parkland Fees

- Existing: Developer to follow UDC for multi-family. For the single-family development, this MUD has a unique provision that sets forth a fee to be paid to the City, which would be determined based upon the actual size of the "Multi-Acre Park" (identified to be at least 6 acres and possibly greater than 12 acres) and those fees would be used by the City, in its sole discretion, off-site in any parkland dedication zone for authorized purposes. The payment is to be the earlier of a) Jan. 1, 2021, or (b) the date that the District receives proceeds from its first bond issuance.
- Proposed: Remove payment to the City for parkland related to single-family development. Instead, the Developer's required funds will be used on-site in the neighborhood parks – one on each side of Ronald Reagan Boulevard. In addition to a trigger for the commencement and completion of construction of the parkland as noted above, there is a minimum funding commitment for each neighborhood park. The City has required \$250,000 per 3 acres of developed neighborhood parkland in recent MUDs. The concept here will be to provide a minimum of one developed 3 acre neighborhood park on both the north and south sides of

Ronald Reagan Boulevard. The amended Land Plan shows more parkland and open space than the required minimum of two 3 acre parks.

6. Sidewalks and Trails along Ronald Reagan Blvd.

- Existing: The Developer has the option to construct the regional trail along Ronald Reagan. Specifically the agreement requires Developer provide a 25 wide non-exclusive easement for a public hike and bike trail along south side of Ronald Reagan Blvd., in which the City, Owner, or District may install utilities and states, “Owner or District may, but shall not be required to, construct the Ronald Reagan Trail within said easement.”
- Proposed: Developer will be required to build a ten foot (10’) wide concrete trail to the City’s standards and connect the trail to the neighborhood pedestrian network. A trigger to commence and complete construction is provided.

7. Tree Preservation

- Existing: Agreement requires compliance with the City’s tree preservation standards in the UDC (Chapter 8) in all Development Areas and Open Space Areas.
- Proposed: The overall development remains subject to the City’s tree preservation standards in the UDC (Chapter 8). However, the Developer has requested relief in areas with a high concentration of Heritage Trees and Protected Trees. After review by the City’s arborist and landscape planner, the City staff and the Developer have negotiated flexible tree preservation standards for Parcels 6, 19, 20, and 21, which together cover approximately 72 acres out of the total 454 acres (or 16% of the land area). The rest of the development will comply with the UDC as stated earlier. The alternative standards for these four (4) parcels in general are as follows:
 - Heritage Trees. 20% of these trees can be removed within a tree plan without further approval by the City;
 - Protected Trees. In commercial and multi-family areas 80% of these trees can be removed within a tree plan without any further approval from the City;
 - Credit Trees. Credit Trees with a DBH between 18 and 26 inches (referred to as “Heritage Tree Credit Trees”) can be applied towards a maximum of 50% of the required mitigation inches for removed Heritage Trees toward Protected Trees on Parcels 6, 19, 20, and 21; and

8. Fire SIP Fee

- Existing: Pay or cause to be paid a Fire SIP fee of \$630 for fire services per legal lot at time of building permit application. This requirement ignores the fact that a large portion of the property is in ESD #7, for which the City is not the service provider.
- Proposed: Developer will pay the Fire SIP fee of \$630 for fire services per legal lot that is located within ESD #8. For any lot located in ESD #7, the City cannot impose a Fire SIP fee.

Lastly, the City and the developer have spent considerable time discussing alternative approaches to identifying transportation improvements, but have landed back at the existing requirement in the Agreement. Therefore, the developer will be “Required to prepare a TIA in compliance with Chapter 12.05 of UDC.

FINANCIAL IMPACT:

This amended and restated consent agreement is proposing to clean up of a couple sections and resolve an existing conflict found in the existing Parmer Ranch NWWCMUD #2 financial terms. The Original Consent Agreement provides the following terms and the proposed changes are noted under “Maximum Maturity of Bonds and Issuance Period” and “Financial Advisor”:

District Only Tax Rate (Maximum): \$0.95 per \$100 in Assessed Value [No change]

Maximum Amount of Bonds to be Issued: \$84 million [No change]

Maximum Maturity of Bonds and Issuance Period: The original Consent Agreement contains a conflict between Section 4.03 (Timing of Issuances) and Section 4.05 (Bond Requirements). Section 4.03 permits the District “to sell its last issue of Bonds (excluding refunding Bonds) on or before the date that is fifteen (15) years after the date of issuance of the District’s first bond issue.” In Section 4.05(a), the District is allowed a “maximum maturity of twenty-five (25)

years from date of issuance for any series of Bonds issued on a date that is before ten (10) years after the date of issuance of the District's first Bonds; and a maximum maturity of twenty (20) years from the date of issuance for any series of Bonds... issued on a date that is ten (10) years or more after the date of issuance of the District's first Bonds." The conflict is in the number of years the District may issue bonds after the first bond issuance and the maturity of the bonds. To resolve this conflict we have cleaned up the language and clarified the maximum issuance period is 15 years and maximum maturity of twenty-five (25) years from date of issuance for any series of Bonds (excluding refunding Bonds).

Refunding of Bonds: District may redeem bonds at any time beginning not later than the fifteenth (15th) anniversary of the date of issuance without premium. [Change from 10 years]

Maximum Issuance Period: On or before the date that is fifteen (15) years after the date of issuance of the District's first bond issuance, excluding refunding Bonds.[No change]

Reimbursement Agreements: District will not issue Bonds for the purposes of reimbursing the Owner for any costs or expenses paid by the Owner after the fifteenth (15th) anniversary of the date of the first issuance of bonds by the District. [No change]

Major Facilities Bonds may be Issued to Finance: Water, Wastewater, Storm Drainage, Roads, Parks and Recreation Facilities, Refunding Bonds, and pay sums due or post or maintain fiscal security required under any Related Agreements. [No change]

Financial Advisor: Consistent with all other MUDs, the Developer shall be allowed to use a qualified professional as his Financial Advisor. [Change]

There is also a Master Development Fee:

Master Development Fee: The City will collect the MDF from bonds issued by NWWCMUD #2 to at a rate of 8% of each net bond reimbursement received by Owner calculated in accordance with the MDF Calculation Form. [No change]

The City will credit the Owner up to \$1,000,000 to construct and maintain the Ronald Reagan Regional Trail from the total MDF payment to the City. At this time, it is calculated that the Owner will pay approximately \$5.2 million in MDF. Even with a \$1 million credit, the City will receive more than \$4 million in MDF payments.

SUBMITTED BY:

Wayne Reed, Assistant City Manager

ATTACHMENTS:

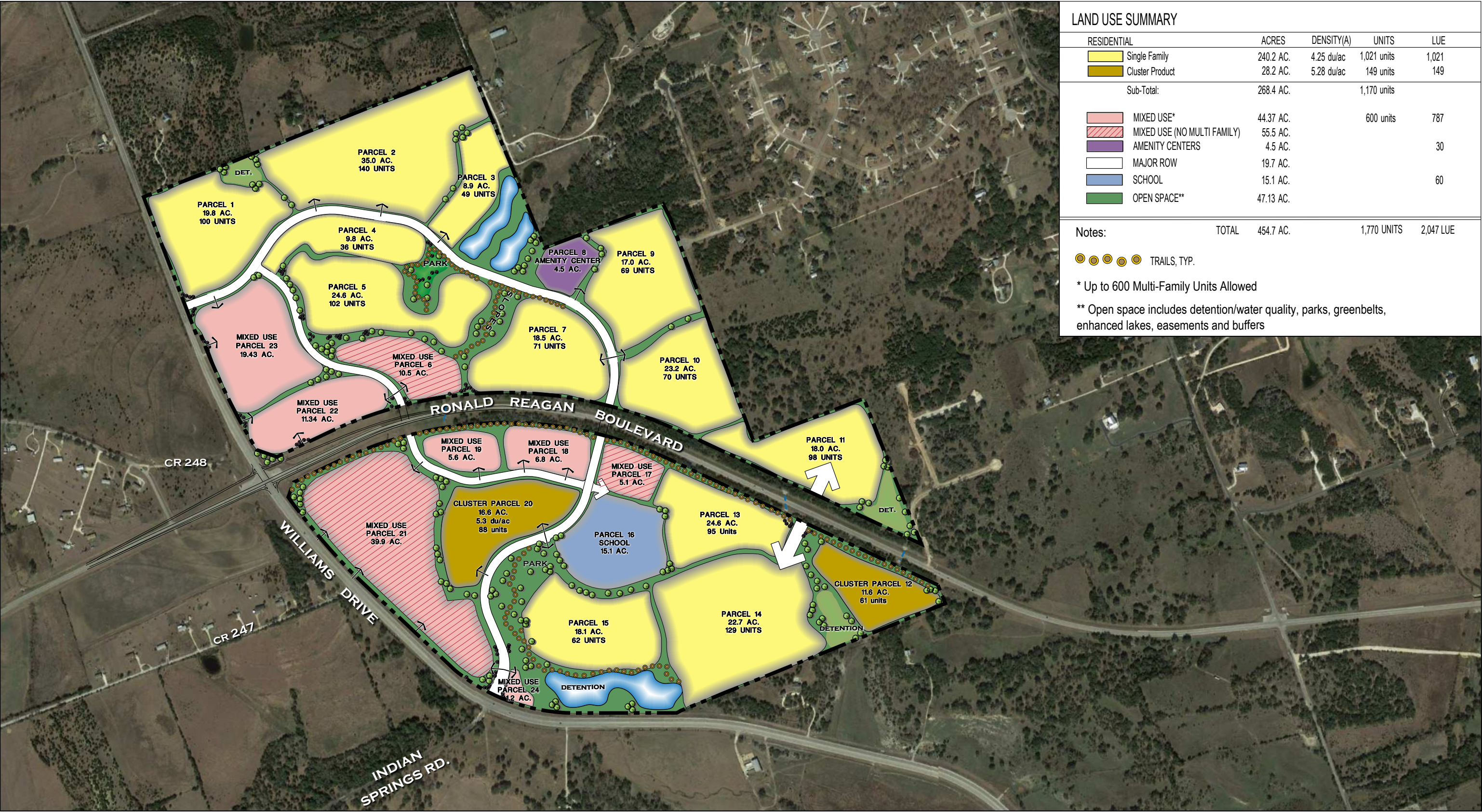
1 Parmer Ranch MUD - Amended Land Plan dated 2019-02-15

2 Tree Preservation Sensitive Areas Exhibit FINAL 2019-07-17

3 Parmer Ranch Amended and Restated Consent Agreement

Parmer Ranch MUD Ord

Parmer Ranch MUD ARCA 01.14.2020 Presentation

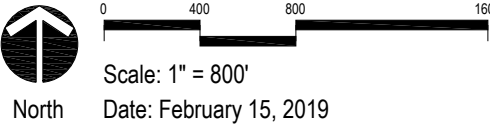


LAND USE SUMMARY				
RESIDENTIAL		ACRES	DENSITY(A)	UNITS
Single Family		240.2 AC.	4.25 du/ac	1,021 units
Cluster Product		28.2 AC.	5.28 du/ac	149 units
Sub-Total:		268.4 AC.		1,170 units
MIXED USE*		44.37 AC.		600 units
MIXED USE (NO MULTI FAMILY)		55.5 AC.		
AMENITY CENTERS		4.5 AC.		30
MAJOR ROW		19.7 AC.		
SCHOOL		15.1 AC.		60
OPEN SPACE**		47.13 AC.		

Notes: TOTAL 454.7 AC. 1,770 UNITS 2,047 LUE

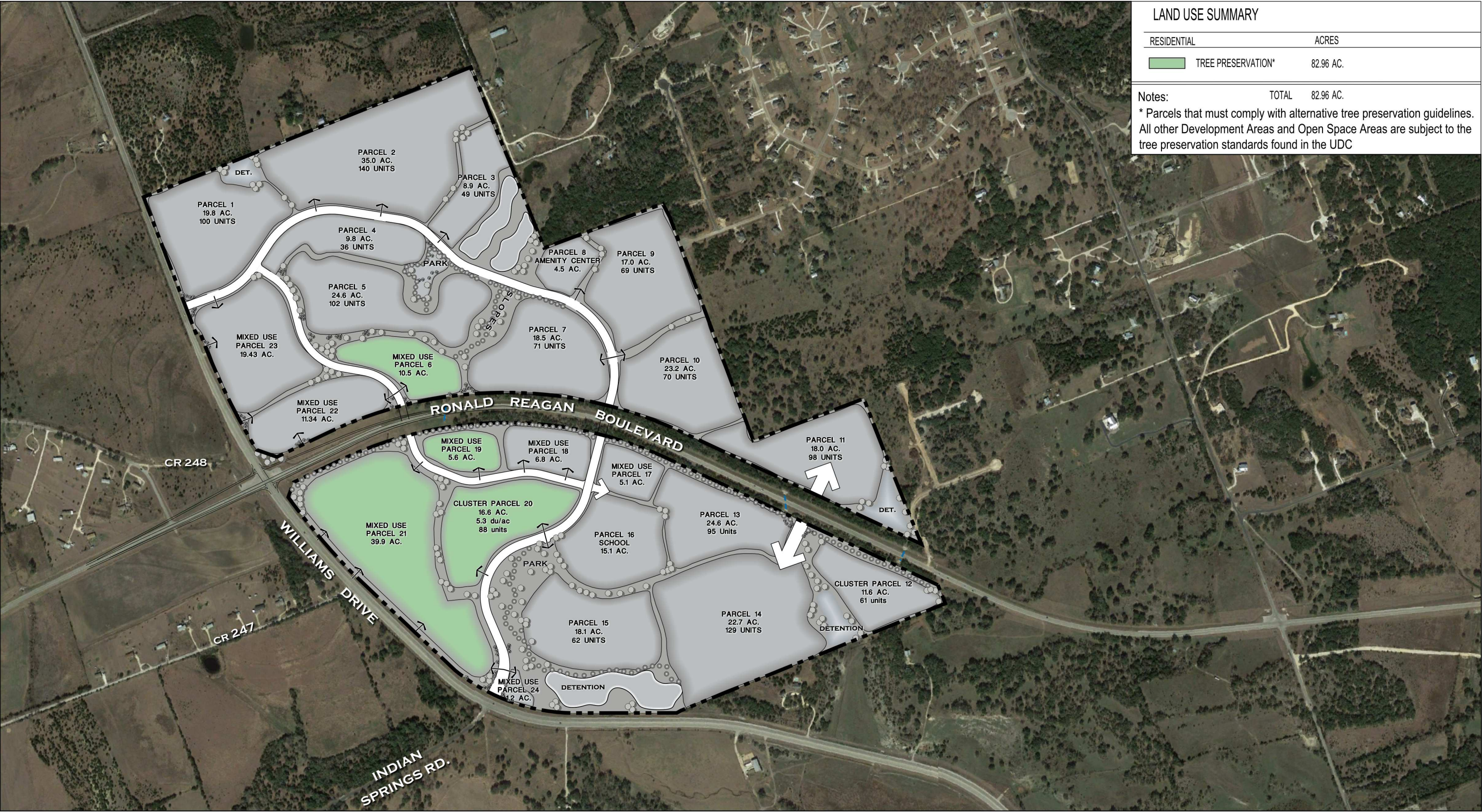
- TRAILS, TYP.
- * Up to 600 Multi-Family Units Allowed
- ** Open space includes detention/water quality, parks, greenbelts, enhanced lakes, easements and buffers

EXHIBIT D
AMENDED LAND PLAN
PARMER RANCH
GEORGETOWN, TEXAS



SHEET FILE: O:\140092-PARP\Cadfiles\PLANNING\Submittals\1st Development Agreement Amendment 12-3-2018\Development Agreement Amendment Concept Plan with LUEs 1-3-2019.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



LAND USE SUMMARY		
RESIDENTIAL	ACRES	
TREE PRESERVATION*	82.96 AC.	
Notes:	TOTAL	82.96 AC.
* Parcels that must comply with alternative tree preservation guidelines. All other Development Areas and Open Space Areas are subject to the tree preservation standards found in the UDC		

AMENDED AND RESTATED CONSENT AGREEMENT

BY AND BETWEEN:

**THE CITY OF GEORGETOWN TEXAS
AND
PARMER RANCH PARTNERS, L.P.,
AND
NORTHWEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 2**

DATE:_____

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AMENDED AND RESTATED CONSENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Amended and Restated Consent Agreement ("Agreement") is between the **City of Georgetown, Texas** (the "City"), a home-rule city located in Williamson County, Texas, **Parmer Ranch Partners, L.P.**, a Texas limited partnership, 4718 Mill Creek, Dallas, TX 75244, (the "Owner") and **Northwest Williamson County Municipal Utility District No. 2**, a municipal utility district created pursuant to Article XVI, Section 59 of the Texas Constitution and under Chapters 49 and 54 of the Texas Water Code (the "District").

ARTICLE I INTRODUCTION

1.01 Owner is the owner of that certain real property described by metes and bounds on Exhibit A and shown by sketch on Exhibit B, consisting of approximately 454 +/- acres of land (the "Land"). The Land lies entirely within the City's extraterritorial jurisdiction ("ETJ").

1.02 Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code require the City's written consent to create a municipal utility district within a City's ETJ. Section 13.10 of the City's Unified Development Code ("UDC") sets forth the City's requirements for requests to create a special district.

1.03 On October 10, 2013, Owner filed with the City Secretary's office a petition requesting the consent of the City to the creation of a municipal utility district on the Land (the "Creation Petition").

1.04 On November 24, 2015, the City Council adopted Resolution No. 112415-M (the "Original Consent Resolution") consenting to the creation of the District on the Land. Pursuant to the Original Consent Resolution, the City and the Owner entered to that certain "Consent Agreement" dated to be effective on December 15, 2015 and recorded in the Official Public Records of Williamson County, Texas as Document No. 2016001484; thereafter the District was created by order of the Texas Commission on Environmental Quality issued on March 22, 2017; the District, at its first meeting, joined in the "Consent Agreement" with the City and the Owner on August 14, 2017 (said Consent Agreement hereafter referred to as the "Original Consent Agreement"); and the District held its

confirmation election on November 7, 2017, at which creation of the District was confirmed by the voters in the District.

1.05 Thereafter, on February 26, 2019, the City Council adopted Resolution No. 022619-R approving the "First Amendment to Consent Agreement" amending the Land Plan (attached to the Original Consent Agreement as Exhibit D) and the Wastewater Services Agreement (attached to the Original Consent Agreement as Exhibit G), recorded in the Official Public Records of Williamson County, Texas as Document No. 2019092165 ("First Amendment"), which was made to be effective on May 14, 2019.

1.06 The City, the Owner and the District now desire to enter into this Agreement which, as of the Effective Date (defined herein), will completely supersede and replace the Original Consent Agreement and the First Amendment.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract as follows.

ARTICLE II **DEFINITIONS**

2.01 **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms and phrases used in this Agreement shall have the meanings set out below:

- (a) Agreement: means this Amended and Restated Consent Agreement between the City, the Owner and the District, together with all Exhibits listed below and attached to this Agreement, which Exhibits are incorporated into this Agreement by this reference.
- (b) Amenity Center: means a private amenity center to be constructed by Owner at no cost to the City on a Lot approximately 4.5 acres in size on the North Tract in the general location shown on the Land Plan.
- (c) Assignee: means a successor to Owner, as permitted under Section 15.02 of this Agreement.
- (d) Bond: means (1) any instrument, including a bond, note, certificate of participation, or other instrument evidencing a proportionate interest in payments, due to be paid by the District, or (2) any other type of obligation that (a) is issued or incurred by the District under the District's borrowing power, without regard to whether it is subject to annual appropriations,

and (b) is represented by an instrument issued in bearer or registered form or is not represented by an instrument but the transfer of which is registered on books maintained for that purpose by or on behalf of the District. The term shall include obligations issued to refund outstanding Bonds, but shall not include reimbursement agreements entered into between the District and an Owner of the Land or bond anticipation notes.

- (e) Bond Limit Amount: means the maximum amount of Bonds, excluding refunding Bonds, which may be issued by the District pursuant to Section 4.04 of this Agreement.
- (f) City: means the City of Georgetown, Texas, a home rule municipality, located in Williamson County, Texas.
- (g) City Attorney: means the City Attorney for the City or his or her designee.
- (h) City Council: means the City Council of the City.
- (i) City Manager: means the City Manager of the City.
- (j) City Objection: means an objection by the City to a Bond issue as defined in Section 4.10 of this Agreement.
- (k) City Secretary: means the City Secretary of the City.
- (l) Completion or Complete: means or is deemed to have occurred on the date all of the following events have occurred:
 - construction of the improvement is substantially complete such that, as applicable, all pipes, lines, appurtenances, facilities, structures, and equipment are capable of being fully operational following acceptance of the improvement for use by the District or the HOA or Governmental Authority accepting same; and
 - as to engineered improvements, the design engineer has certified in writing to the applicable Governmental Authority that the improvement is substantially complete; and
 - all testing and inspections by the Governmental Authority accepting the applicable improvement have been successfully conducted, all final approvals required for use, operation and maintenance from such Governmental Authority have been obtained, and the Governmental Authority has accepted the improvement for use, operation and maintenance; and

- the improvement can be used for its intended purposes and only punch list items that do not adversely affect the capability of the improvement to operate and function safely in the ordinary course of business remain to be completed, and those items are reasonably expected to be completed within the next 30 days or (for items such as revegetation) fiscal is posted with the applicable Governmental Authority for such remaining items.
- (m) Connection: has the same meaning as set forth in the Wastewater Services Agreement. The referenced definition is incorporated herein by this reference.
- (n) Connection Limit: Has the same meaning as set forth in the Wastewater Services Agreement. The referenced definition is incorporated herein by this reference.
- (o) Creation Petition: means the petition submitted by Owner to the City Secretary requesting the City's consent to the creation of the District and Development of the Land.
- (p) Develop, Developed or Development: means the initiation of any activity governed by the UDC related to land or property modification whether for imminent or future construction activities including, but not limited to, division of a parcel of land into two or more parcels; alteration of the surface or subsurface of the land including grading, filling, or excavating; mining or drilling operations; clearing or removal of natural vegetation and/or trees in preparation of construction activities; installation of Public Infrastructure, the Interceptor, roadways, and the Ronald Reagan Regional Trail; construction of drainage facilities; and construction or enlargement of any building, Structure, or impervious surface. Exclusions from this definition include repairs to existing utilities; minimal clearing of vegetation for surveying and testing; and bona fide agricultural activities.
- (q) District: means Northwest Williamson County Municipal Utility District No. 2.
- (r) District's Board: means the Board of Directors of the District.
- (s) District Creation Date: means March 22, 2017, the date that the TCEQ issued the order creating the District.

- (t) Dwelling Unit: means a building or portion thereof that includes sleeping, cooking, eating, and sanitation facilities, designed and used for residential occupancy by a single household, but does not include overnight accommodations (e.g., hotel rooms).
- (u) Effective Date: means the latest date that one or more counterparts to this Agreement, taken individually or together, bears the signatures of duly authorized representatives of the City, the Owner and the District.
- (v) ETJ: means the extraterritorial jurisdiction of the City as determined under Chapter 43 of the Texas Local Government Code, as amended.
- (w) Finance Director: means the City's Director of Finance.
- (x) Finance Plan: means the Finance Plan Executive Summary attached hereto as Exhibit C.
- (y) Financial Advisor: means the District's Financial Advisor.
- (z) First Amendment: has the meaning set forth in Section 1.05 of this Agreement.
- (aa) Governing Regulations: means, collectively, but subject to (a) Section 6.10 of this Agreement (pertaining to building permits and Vertical Development) and (b) the exemptions pursuant to Texas Local Government Code Sec. 245.004, the following:
 - (1) this Agreement;
 - (2) the Related Agreements;
 - (3) the Land Plan attached as Exhibit D, as the same may be amended from time to time in accordance with Section 6.02 of this Agreement (the "Land Plan"), which Land Plan is consistent with the City's Comprehensive Plan and considered to be a Development plan as provided for in Section 212.172 of the Texas Local Government Code;
 - (4) the City's Unified Development Code ("UDC") (herein defined) as of March 1, 2019 except as modified by the Land Development Standards attached as Exhibit E.1 and the Tree Preservation Standards attached as Exhibit E.2;

- (5) the City's Development Manual (including, without limitation, the fee schedule), including amendments that may be approved from time to time by the City;
 - (6) the City's Construction Specifications and Standards Manual, including amendments that may be approved from time to time by the City;
 - (7) the City's Drainage Criteria Manual, including amendments that may be approved from time to time by the City;
 - (8) final plats for portions of the Land that are approved, from time to time, by the City;
 - (9) ordinances that the City is required to adopt from time to time by state or federal law, including amendments that may be adopted from time to time by the City;
 - (10) all national and international residential and commercial building codes adopted by the City, (*e.g.*, electric codes, building codes, plumbing codes, mechanical codes, energy conservation codes and fire codes), including changes and local amendments thereto that may be adopted from time to time by the City.
- (bb) Governmental Authorities or Governmental Authority: means the City, Williamson County, TCEQ, TxDOT, U.S. Environmental Protection Agency, U.S. Army Corps of Engineers, or other agencies of the State of Texas or the United States of America, to the extent such entities have jurisdiction over the Project.
- (cc) HOA: means a homeowners or property owners association formed and operating under the laws of the State of Texas where membership is appurtenant to ownership of a Lot.
- (dd) HOA Park: means one of 2 parks, at least 3 acres in size, with recreational improvements built thereon by Owner at no cost to the City. One HOA Park will be located on the North Tract and the other HOA Park will be located on the South Tract in the general locations shown on the Land Plan labeled as "Park." Each HOA Park ultimately will be owned, operated and maintained by either the District or an HOA.

- (ee) Interceptor: has the same meaning as set forth in the Wastewater Services Agreement. The terms Line A, B, C and D used in the definition of “Interceptor” set forth in the Wastewater Services Agreement shall also have the same meanings as set forth in the Wastewater Services Agreement. The referenced definitions are incorporated herein by this reference.
- (ff) Interceptor Commencement Date: has the same meaning set forth in the Wastewater Services Agreement. The referenced definition is incorporated herein by this reference.
- (gg) Interceptor Completion Date: has the same meaning set forth in the Wastewater Services Agreement. The referenced definition is incorporated herein by this reference.
- (hh) Interlocal Agreements: means agreements between or among the District and another local government for purposes permitted by the Interlocal Cooperation Act, Chapter 791, Government Code; and Section 552.014 of the Texas Local Government Code, and this Agreement.
- (ii) Land: means approximately 454 +/- acres of land located in the City’s ETJ, described by metes and bounds on Exhibit A and shown by sketch on Exhibit B.
- (jj) Land Development Standards: means the special Development standards applicable to the Land as set forth in the attached Exhibit E.1.
- (kk) Land Plan: means the plan dated February 15, 2019 called the “Amended Land Plan” which was approved by City Council with the First Amendment to the Consent Agreement and is attached hereto as Exhibit D.
- (ll) Limited District: means the limited district into which the District shall convert upon full purpose annexation of the District by the City.
- (mm) Lot: means a legal lot included in a final subdivision plat approved by the City; Lots means more than one Lot.
- (nn) Major Modification: means all modifications to the Land Plan that are not Minor Modifications. Major Modifications must be approved by the City Council.
- (oo) Minor Modification: means modifications of the Land Plan pertaining to:

- (1) changes to road, utility and trail alignments which do not (i) eliminate a roadway connection to an adjacent property required by the UDC, or (ii) materially and adversely affect traffic patterns. As regards the alignments of collector-level roadways, however, a change must be necessary to protect natural features, address unusual site conditions, or compensate for some practical difficulty or some unusual and unforeseen aspect or characteristic of the Land, or to accommodate a full movement, signalized intersection on Ronald Reagan Blvd.;
 - (2) changes that do not (i) increase the number of single-family Dwelling Units greater than 1,170, (ii) increase the number of multifamily Dwelling Units over 600, (iii) reduce the size of the Amenity Center tract below 2.5 acres; (iv) reduce the aggregate size of the non-multifamily Mixed Use area below 65 acres less any acreage taken as a result of Right of Way Expansion on either FM 2338 or Ronald Reagan Boulevard; (v) reduce the aggregate size of the Open Space less to than 47 acres; or (vi) increase the number of Connections above the Connection Limit.; or
 - (3) changes to the alignment of the Ronald Reagan Regional Trail if approved in advance by the City's Parks and Recreation Director.
- (pp) North Tract: means that portion of the Land located north of Ronald Reagan Blvd.
- (qq) Notice: means notice as described in Section 16.02 of this Agreement.
- (rr) Off-Site Public Infrastructure: means the Public Infrastructure located outside the boundaries of the Land and necessary to serve the Land in accordance with the Governing Regulations. As used in this Agreement, this term does not include the Interceptor because the Interceptor is addressed separately and in more detail in the Wastewater Services Agreement.
- (ss) On-Site Public Infrastructure: means the Public Infrastructure located within the boundaries of the Land and necessary to serve the Land in accordance with the Governing Regulations.

- (tt) Open Space: means that portion of the Land that is not Developed, except with the following: HOA Park(s), Amenity Center, and stormwater and water quality features necessary for Development of the Land.
- (uu) Owner: Parmer Ranch Partners, L.P., a Texas limited partnership, and/or its successors or Assignees as permitted by this Agreement.
- (vv) Partial Assignment of Receivables Agreement: means the amended and restated agreement between the City and Owner relating to assignment of certain Bond receivables to fund the Master Development Fee described in Section 5.04 of this Agreement, which amended and restated agreement is attached hereto as Exhibit F, which agreement was an essential element of the granting of the City's consent to creation of the District.
- (ww) Parties: means, collectively, the City, the Owner, and the District, and their successors and Assignees as permitted by this Agreement.
- (xx) Party: means, individually, the City, the Owner, or the District, and their successors and Assignees as permitted by this Agreement.
- (yy) Planning Director: means the City's Director of Planning and Development.
- (zz) Project: means the Development of the Land by the Owner as contemplated in this Agreement and the Related Agreements.
- (aaa) Public Infrastructure: means the water, wastewater, drainage, water quality, park and recreation, and roadway improvements acquired, installed or constructed to serve the Land, including the Ronald Reagan Regional Trail, and the On-Site Public Infrastructure and the Off-Site Public Infrastructure, the major components of which are described in the Preliminary Engineering Report attached hereto as Exhibit G. The Interceptor is addressed in the Wastewater Services Agreement.
- (bbb) Related Agreements: means, collectively, the Wastewater Services Agreement, the Strategic Partnership Agreement, and the Partial Assignment of Receivables Agreement by, between or among the Parties related to the Land.
- (ccc) Ronald Reagan Regional Trail: means the ten foot (10') wide trail to be built on the south side of Ronald Reagan Blvd. and located on the Land, which trail shall be ADA accessible, meet the standards set forth in the attached Exhibit H in locations approved by the City's Transportation Engineer and

Parks and Recreation Director or their designees, where topographic constraints indicate the U.S. Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG) will apply. Landscaping, benches and other hardscape amenities, fountains, monuments, markers, signs, lighting, and similar improvements are not part of this trail and shall not be required by the City as part of its construction.

- (ddd) Ronald Reagan Regional Trail Completion Deadline: means the date that is not later than the date that is ten (10) years after the Effective Date.
- (eee) Ronald Reagan Regional Trail Credit: has the meaning in Section 5.04(b) of this Agreement.
- (fff) School Tract: means that portion of the Land designated as such on the Land Plan consisting of approximately 15.11 acres together with a 1.71 acre access easement, more specifically described in the Special Warranty Deed from Parmer Ranch Partners, L.P., a Texas limited partnership, to Georgetown Independent School District dated March 29, 2019 and recorded in the Official Public Records of Williamson County, Texas as Document No. 2019026703, and the Easement Agreement for Access from Parmer Ranch Partners, L.P., a Texas limited partnership to Georgetown Independent School District dated March 29, 2019 and recorded in the Official Public Records of Williamson County, Texas as Document No. 2019026704.
- (ggg) Service Contract: means any contract with the District for goods or services, but specifically excluding professional services contracts and contracts for design, permitting, and construction of Public Infrastructure.
- (hhh) South Tract: means that portion of the Land located south of Ronald Reagan Blvd.
- (iii) Strategic Partnership Agreement: means the Strategic Partnership Agreement attached hereto as Exhibit I pursuant to which the City shall have the right to annex the Land for the purposes of allowing the City to impose sales and use taxes within the boundaries of the District pursuant to Section 43.0751 of the Texas Local Government Code and to allow for the continuation of the District as a "limited district" after full-purpose annexation of the District by the City, and which agreement is an essential element of the granting of the City's consent to creation of the District.

- (jjj) Structure: means a permanent structure as such term may be defined, from time to time, by the City, but in any event, including every structure designed or intended for human occupancy and every accessory structure intended for human occupancy.
- (kkk) Tree Preservation Standards: means the standards attached as Exhibit E.2.
- (lll) TCEQ: means the Texas Commission on Environmental Quality, or its successor agency.
- (mmm) TxDOT: means the Texas Department of Transportation or its successor agency, acting through its appointed local agents.
- (nnn) UDC: means the City's Unified Development Code, as of March 1, 2019.
- (ooo) Utility Director: means the City's Director of Utilities, the General Manager of Water, or similarly titled position.
- (ppp) Vertical Development means the construction, installation or remodeling of enclosed building structures for which the City typically requires building permits.
- (qqq) Water Impact Fee: means the water impact fee per service unit set forth in Exhibit B of Chapter 13.32 in the City of Georgetown Code of Ordinances for areas in the Western District CCN, as the same may be modified, amended or re-codified in the City's sole discretion.
- (rrr) Wastewater Impact Fee: means the wastewater impact fee per service unit set forth in Exhibit B of Chapter 13.32 in the City of Georgetown Code of Ordinances, as the same may be modified, amended or re-codified in the City's sole discretion.
- (sss) Wastewater Services Agreement: means the agreement, as amended, between the City, Owner and the District regarding the provision of wastewater collection and treatment service to the Land recorded as Document No. 20160011483 in the Official Public Records of Williamson County, Texas, as amended by the First Amendment to Wastewater Services Agreement approved with the First Amendment and recorded as Document No. 2019092164 in the Official Public Records of Williamson County, Texas, which agreement is an essential element of the granting of the City's consent to creation of the District. The Wastewater Services Agreement addresses (among other things) the Interceptor.

- (ttt) Williamson County: means Williamson County, Texas, or its duly authorized representative(s) having final approval authority over the activities or actions described herein requiring approval or other authorization from Williamson County.

ARTICLE III
**STATUS OF RELATED AGREEMENTS;
EXECUTION OF THIS AGREEMENT**

3.01 **Execution of this Agreement.** Owner and the District must execute this Agreement and return fully executed copies to the City Attorney within ninety (90) days after the date that the City Council approves this Agreement.

3.02 **Wastewater Services Agreement.** The City, the Owner and the District have previously executed the Wastewater Services Agreement.

3.03 **Strategic Partnership Agreement.** The District has approved and executed the Strategic Partnership Agreement attached hereto as Exhibit I. The City will cause the Strategic Partnership Agreement to be approved by the City and signed by a duly authorized representative of the City, and return a fully executed, certified copy of the Strategic Partnership Agreement to the District 15 days after holding the required hearings.

3.04 **Execution of Consent to the Partial Assignment of Receivables Agreement.** Owner and District must execute and return three (3) fully executed copies of the Partial Assignment of Receivables Agreement attached as Exhibit F to the City Attorney within ninety (90) days after the date that the City Council approves this Agreement.

3.05 **Reimbursement of City Expenses.** As additional consideration for this Agreement and as a condition precedent to the effectiveness of this Agreement, Owner shall pay City's staff and outside consultant and legal fees and expenses associated with negotiation and preparation of this Agreement as follows: all invoices sent to Owner prior to the date that this Agreement is considered by the City Council must be paid on or before the date that this Agreement is considered by the City Council, and any subsequent amounts must be paid within thirty (30) days after the date of invoice receipt. Payment by check to the City must be remitted to the City Manager at the address for Notice provided in this Agreement. Owner shall request wiring instructions from the City Manager prior to remitting payment by bank wire.

3.06 Limit on Authority. Before the Effective Date, the District shall not issue Bonds or enter into developer reimbursement agreements (unless such developer reimbursement agreements provide that they are only effective if, and when, this Agreement has been fully executed by the Parties), and is prohibited from taking any affirmative act to do so. If the Owner or District fail to execute this Agreement within the time period set forth in Section 3.01, and such failure is not cured within fourteen (14) days after Notice from the City to Owner and District, this Agreement shall have no force or effect and the Original Consent Agreement, as amended by the First Amendment, shall govern the rights of the Parties in lieu of this Agreement.

3.07 Withdrawal of Consent.

- (a) The City's consent to the creation of the District shall be deemed withdrawn if the Owner fails to commence actual Development of the Land and construction of the Public Infrastructure or the Interceptor before December 15, 2025.
- (b) The City's consent to the creation of the District shall be deemed withdrawn and the District shall be dissolved if:
 - (1) the District has been inactive for a period of five (5) consecutive years after the Effective Date and has no outstanding bonded indebtedness as provided in Section 49.321, Texas Water Code; or
 - (2) Construction of the Interceptor is not commenced as of the Interceptor Commencement Date or is not completed by the Interceptor Completion Date; or
 - (3) Owner or District is in default of any of the Related Agreements and the default has not been fully cured before expiration of the applicable cure period in the applicable Related Agreement.
- (c) If an event described in Section 3.07(a) occurs, the intent of the Parties is that the District is not to be created and Owner hereby agrees that all applications or other documents pertaining to creation of the District or issuance of Bonds submitted to the TCEQ, the Attorney General, or the state legislature shall be withdrawn, no District confirmation election shall be called or held, and Owner shall forbear from executing any documents or instruments or taking any other actions enabling the creation, or confirmation of the creation, of the District. If an event described in Section 3.07(b) occurs, the intent of the Parties is that the District is to be

immediately dissolved, and Owner and District hereby agree to promptly execute and deliver all documents and instruments and take all reasonable actions as may be necessary or appropriate cause the dissolution of the District to occur as soon as possible. Neither Owner nor District shall contest or appeal TCEQ proceedings or decisions to dissolve the District. Further, if any event described in either Section 3.07(a) or Section 3.07(b) occurs, District and Owner expressly and irrevocably waive any claims against the City for repayment of costs and expenses would otherwise be eligible to be reimbursed to Owner by District pursuant to the rules and regulations of the TCEQ or other applicable law.

3.08 No Incorporation; No Other Special Districts. In furtherance of the purposes of this Agreement, the District and the Owner, on behalf of themselves and their respective successors and Assignees, covenant and agree that, except upon prior written consent of the City Council, neither the District nor the Owner shall: (1) initiate, seek or support any effort to incorporate the Land or any part thereof; or (2) sign, join in, associate with, or direct to be signed any petition seeking to incorporate the Land or seeking to include the Land within the boundaries of any other special district, assessment governmental jurisdiction, other municipality, or any other incorporated governmental entity other than the City.

3.09 Election on Operation and Maintenance Tax for the Limited District. Concurrently with the District's confirmation election, the District voters approved an election proposition authorizing the Limited District to levy an operation and maintenance tax, as authorized by Section 49.107, Texas Water Code, to provide funds to operate the Limited District and to operate and maintain the facilities required by this Agreement or a Related Agreement to be constructed, owned, operated, maintained, repaired or replaced by the Limited District following full purpose annexation of the District.

3.10 Limit on Exercise of Eminent Domain Powers. The District shall not be authorized to exercise the power of eminent domain to acquire any interest in property that is located outside the boundaries of the District except (i) when necessary to construct the Interceptor or Off-Site Public Infrastructure or (ii) when such power is exercised with the express prior written consent of the City Council.

3.11 Service Contracts and Interlocal Agreements. The District shall not, without the prior written approval of the Planning Director and the Utility Director, enter into any Interlocal Agreements or Service Contracts with terms that (a) require the payment of a "termination" or similar fee for termination; or (b) are not unilaterally

terminable by the District upon (x) sixty (60) days' prior written notice or (y) the end of the District's then-current fiscal year, whichever is later. The Planning Director and the Utility Director shall timely review all contracts submitted under this Section and either approve them or provide written comments specifically identifying any changes required for approval within thirty (30) days of receipt. If no City comments are received within such time, the City's consent to such contract will be deemed to have been granted. The prohibitions contained in this Section shall not apply to contracts that will be assumed by the Limited District after full purpose annexation.

3.12 District Property. Except as provided below in this section or elsewhere in this Agreement, the District shall not sell, convey, lease, mortgage, transfer, assign or otherwise alienate any of its water, reclaimed water, wastewater, or drainage/water quality improvements, or other District property to any third party other than the City without the prior written approval of the Utility Director. The foregoing condition shall not apply to:

- (a) the District's disposal or replacement of equipment or material which has passed its useful life;
- (b) the grant of easements necessary for the Development of the Land;
- (c) the grant or commitment of capacity in any water, sewer, drainage facilities owned or controlled by the District in order to provide service to lands within the District;
- (d) the conveyance of any roads to Williamson County as permitted or required by applicable law;
- (e) the sale of property deemed to be surplus by the District; or
- (f) the sale, conveyance, lease, mortgage, transfer, assignment or other alienation of any such property that is not in conflict with this Agreement,

for which no approval shall be required.

ARTICLE IV

ISSUANCE OF BONDS

4.01 Issuance of Bonds. The Limited District shall not issue any Bonds. Except as authorized by Section 4.02 of this Agreement, the District shall not issue Bonds (x)

without the prior approval of the City Council and (y) until the documents required by Article III are executed and delivered to the City in accordance therewith.

4.02 Authorized Purposes. The purposes for which the District may issue Bonds without prior approval of the City Council shall be restricted to the following:

- (a) Purchase, construction, acquisition, repair, extension, enlargement, modification, improvement and replacement of land, easements, works, improvements, facilities, plants, equipment, and appliances to:
 - (1) Provide a water supply for the District for municipal, domestic and commercial uses; and
 - (2) Collect, transport, process, dispose of, and control all domestic, commercial, industrial or communal wastes from the District, whether in fluid, solid or composite state; and
 - (3) Gather, conduct, divert and control local storm water or other local harmful excesses of water in the District; and
 - (4) Roads or improvements in aid of roads as authorized by Section 54.234, Texas Water Code, and Article III, Section 52, Texas Constitution; and
 - (5) Provide parks and recreation facilities for the inhabitants of the District, subject to the provisions of this Agreement and Chapter 49, Subchapter N and Chapter 54 of the Texas Water Code; and
- (b) Payment of organization expenses, initial operation expenses, cost of issuance, interest during construction, capitalized interest and similar expenses typically incurred by municipal utility districts in the issuance of bonds such as the Bonds, including issuance, administrative, insurance and regulatory expenses related to issuance of any Bonds and the land, easements, works, improvements, facilities, plants, equipment, and appliances being financed by the Bonds; and
- (c) Refunding of any outstanding Bonds of the District for a debt service savings; provided, however that any such refunding Bonds otherwise satisfy the requirements of this Agreement; and
- (d) To pay its sums due or post or maintain fiscal security required under any of the Related Agreements.

4.03 **Timing of Issuances.** The District contemplates that it may be able to issue Bonds generally as set forth in the Finance Plan attached hereto as Exhibit C. However, the Parties understand that the actual timing, size and issuance of Bonds will be subject to market, economic and other variables that occur and, therefore, Exhibit C is purely informational and not binding on the Parties. In order to provide the City with some assurance as to the timing of the District's issuance and retirement of its debt, the District shall use good faith efforts, subject to market conditions and a sufficient tax base existing, to sell its last issue of Bonds (excluding refunding Bonds) on or before the date that is fifteen (15) years after the date of issuance of the District's first bond issue. If the District fails or is unable to do so, the City shall have the authority to revoke the District's authority to issue its remaining but unissued Bonds and to proceed with annexation of the District for full purposes.

4.04 **Amount of Bonds.** In consideration of the City's consent to the creation of the District, the District agrees that the total amount of Bonds issued by the District for all purposes, excluding refunding Bonds, shall not exceed EIGHTY-FOUR MILLION U.S. DOLLARS (\$84,000,000.00) (the "**Bond Limit Amount**"), unless specifically approved by the City Council. Owner and District acknowledge and agree that the Bond Limit Amount is sufficient to accomplish the purposes of the District, and that Owner and District have voluntarily agreed to the Bond Limit Amount. District improvements or facilities, if any, the cost of which exceeds the Bond Limit Amount shall be dedicated to the District without reimbursement unless otherwise approved by the City Council.

4.05 **Bond Requirements.** The District shall obtain all necessary authorizations for Bonds to finance the acquisition or construction of the Interceptor or Public Infrastructure for the benefit of the District in accordance with this Agreement and the laws applicable to the District. To the extent of a conflict with Section 13.10 of the City's UDC, the terms of this Agreement shall control. In addition to the limits in Section 4.04 of this Agreement, all Bonds issued by the District shall comply with the following requirements:

- (a) Maximum maturity of twenty-five (25) years from date of issuance for any series of Bonds (excluding refunding Bonds); and
- (b) Interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period immediately preceding the date that the notice of sale of such Bonds is given; and

- (c) The Bonds shall expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by the District; and
- (d) Any refunding Bonds of the District must (i) provide for a minimum of three percent (3%) present value savings, (ii) provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds, (iii) be preceded by delivery of a certificate from the Financial Advisor that demonstrates that the proposed refunding complies with this Section within three (3) business days after the execution of the purchase agreement for the refunding; and
- (e) No Bonds (excluding refunding Bonds) shall be issued having an issuance date more than fifteen (15) years after the date of the first issuance of bonds by the District.

4.06 Economic Feasibility. Before any submission of an application for approval of issuance of Bonds to the TCEQ or to the Attorney General, whichever occurs first, the Financial Advisor shall certify in writing to the Finance Director that the Bonds are being issued within the then-current economic feasibility guidelines established by the TCEQ for districts in Williamson County and in conformity with Article IV of this Agreement.

4.07 Notice of Bond Issues. At least thirty (30) days before the submission of an application for approval of issuance of Bonds, except refunding Bonds, to the TCEQ or to the Attorney General, whichever occurs first, the District shall deliver to the City Secretary and Finance Director (a) the certification required Section 4.06; (b) a copy of its completed application to the TCEQ (without attachments); and (c) a statement from the Financial Advisor containing (i) the amount of Bonds being proposed for issuance; (ii) a general description of the projects to be funded and/or the Bonds to be refunded by such Bonds; and (iii) the proposed debt service and District tax rate after the issuance of the Bonds. If the District is not required to obtain TCEQ approval of the issuance of the Bonds, the District shall nonetheless deliver such certification and notice to the City Secretary and Finance Director at least thirty (30) days prior to the issuance of Bonds, except refunding Bonds, by the District.

4.08 Compliance with Agreements. At least ten (10) business days before submission of an application for issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall certify in writing to the Finance Director and City

Attorney that the District and Owner are not in breach of any material provision of the Consent Resolution, this Agreement, or the Related Agreements, as those may be amended from time to time.

4.09 Certifications. With respect to any matter required by this Article IV to be certified in writing, the Agreement also requires, and the District hereby warrants, that every statement in any certification shall be true and correct in all material respects and that the person signing the certification has been given the requisite authority to do so on behalf of the District. All certifications shall be delivered to the City Secretary, Finance Director, and the City Attorney.

4.10 Bond Objections. The City shall have a period of thirty (30) days after receiving the last of the certifications and notices required by Sections 4.06 and 4.07 within which to object to the Bonds. The only basis for an objection by the City to a proposed Bond issue shall be that the District or Owner is in material default of a provision of the Consent Ordinance or Resolution, this Agreement, or the Related Agreements. If the City objects to a proposed Bond issue ("**City Objection**"), such an objection (a) shall be in writing, (b) shall be given to the District; (c) shall be signed by the City Manager or the City Manager's designee, and (d) shall specifically identify the provision(s) in the of the Consent Resolution, this Agreement, or the Related Agreements for which the District or Owner is in default. It shall not be a basis for a City Objection that the City disagrees with the Financial Advisor as to the financial feasibility of the Bonds so long as the proposed Bonds are approved by the TCEQ and the Attorney General. In the event a City Objection is timely given to the District with respect to a specific Bond application as required by this Section 4.10, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the sale of the Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived. A City Objection may be expressly waived by the City at any time. Unless otherwise cured by written agreement of the Parties, a City Objection shall only be deemed cured if (x) the District files a petition seeking declaratory judgment in state district court, (y) not less than thirty (30) days before filing the petition the District gives the City Attorney and the City Manager Notice of, and waives any objections to the City's right to intervene in, such a declaratory judgment action, and (z) the district court (or an appellate court, if an appeal is filed) determines that the District or Owner is not in default with respect to any provision of this Agreement or the Related Agreements, or, alternatively, finds that if such a default had previously occurred, the default has been cured. A City Objection may be waived by the City at any time. A City Objection may be expressly waived by the City at any time.

4.11 Official Statements. Within thirty (30) days after the District closes the sale of each series of Bonds, the District shall deliver to the City Secretary and Finance Director a copy of the final official statement for such series of the Bonds at no cost to the City.

4.12 Limitation on Bond Issuance. In addition to the limitations on Bond issuance set forth elsewhere in this Agreement, the District agrees not to issue Bonds for purposes of reimbursing Owner for any costs or expenses paid by Owner after the fifteenth (15th) anniversary of the date of the first issuance of bonds by the District, which costs and expenses would otherwise be eligible to be reimbursed to Owner by District pursuant to the rules and regulation of the TCEQ or other applicable law, unless otherwise consented to by the City Council hereafter. District and Owner expressly and irrevocably waive any claims against the City for repayment of such indebtedness following full purpose annexation. The District agrees that all Reimbursement Agreements that it enters into with Owner or any subsequent Owner or developer shall include the following provision relating to any sums payable by the City upon full purpose annexation of the District under Section 43.0715, Texas Local Government Code:

If, at the time of full purpose annexation of the District, Owner has completed the construction of or financed any facilities or undivided interests in facilities on behalf of the District in accordance with the terms of this agreement, but the District has not issued Bonds to reimburse Owner for the cost of the facilities or undivided interests in facilities, Owner agrees that it will convey the facilities or undivided interests in question to the City, free and clear of any liens, claims or encumbrances, subject to Owner's right to reimbursement under Section 43.0715, Texas Local Government Code, except as such reimbursement rights are waived or modified by the Consent Agreement pertaining to creation of the District.

ARTICLE V

TAXES, FEES AND CHARGES

5.01 Tax Rate Considerations for Proposed Bonds. Before the issuance of Bonds, the District must provide to the City a final TCEQ order approving the Bond issue (and the accompanying staff memorandum) that indicates concurrence by the TCEQ, made in accordance with the TCEQ's then-existing rules, that it is feasible to sell the Bonds and maintain a projected District debt service tax rate that (a) is not more than \$0.95 per \$100 (the "Feasibility Tax Rate") in assessed valuation on an annual basis, which the District agrees is sufficient to pay debt service on the Bonds in accordance with the terms of each resolution or order approving the issuance of its Bonds in each year while

such Bonds are outstanding until the full purpose annexation of the District. The District agrees to adopt its annual tax rate in compliance with the legal requirements applicable to municipal utility districts, to report the tax rate set by the District each year to the District's tax assessor/collector, and to perform all acts required by law for its tax rate to be effective. The District shall maintain all debt service tax revenues in a separate account or accounts from the District's general operating funds. At the time that the City annexes the District, the District shall also require that its bookkeeper provide an accounting allocation of the debt service fund among the various categories of Bond-funded facilities in order to simplify the City's internal allocation of the debt service fund following the full purpose annexation of the District and transfer of the fund to the City. The City, Owner and the District acknowledge and agree that the Feasibility Tax Rate is sufficient to accomplish the purposes of this Agreement and that Owner has voluntarily agreed (and the District upon creation will voluntarily agree) to the Feasibility Tax Rate. Notwithstanding the foregoing or anything else in this Agreement to the contrary, however, the District and the City understand that the District's power to levy taxes to pay the principal of and interest on Bonds up to the Bond Limit Amount will be unlimited as to rate and amount as necessary to make Bond payments. Subject to the foregoing and without waiving the City's power to levy taxes as necessary to pay the principal of and interest on any City's obligations, the District and the City agree to cooperate to adjust their property tax rates per \$100 of assessed valuation such that, upon the Full Purpose Annexation Conversion Date (defined in the Strategic Partnership Agreement), the District's property tax rate per \$100 assessed valuation in effect on December 31 of the year prior to the year that the City elects to annex the Land for full purposes will approximate the City's property tax rate per \$100 assessed valuation in effect on December 31 of the year prior to the year that the City elects to annex the Land for full purposes.

5.02 District Fees. The District agrees that the City shall be exempt from, and will not be assessed, any District fees.

5.03 Reimbursement of City Expenses. As additional consideration for this Agreement, pursuant to Section 13.10.050(AC) of the UDC, District, or Owner on behalf of the District, shall pay City's staff and outside expert and consultant costs, fees and expenses associated with formation of the District, and the negotiation, drafting and preparation of this Agreement and the Related Agreements. In addition, during the term of this Agreement, Owner or District shall pay to the City any additional fees, costs and expenses in connection with the amendment, implementation or administration of the parts of this Agreement and the Related Agreements related to the City's supervision of the District's activities under this Agreement. The costs, fees and expenses required to be paid by this Section 5.03 shall be paid in full to the City within thirty (30) days of

receipt of a statement regarding same from the City. Without limiting the City's right to seek an award of attorney's fees, this section does not apply to costs, fees or expenses incurred as a result of litigation.

5.04 Master Development Fee.

- (a) As additional consideration for this Agreement, Owner shall pay to the City a fee calculated in accordance with the formula attached hereto as Exhibit J (the "Master Development Fee" or "MDF"), payable out of proceeds from the issuance of Bonds by the District. Pursuant to Section 5.04 (b) of this Agreement, Owner is eligible to receive a credit against the balance of the MDF in the amount of the Ronald Reagan Regional Trail Credit. The remaining balance of the MDF shall be paid at the rate of eight percent (8%) of each net bond reimbursement received by Owner calculated in accordance with the formula attached hereto as Exhibit J. The District and the Owner shall ensure that each MDF installment payment will be paid to the City in conjunction and simultaneously with Owner's reimbursement from the Bonds. Owner hereby makes a partial assignment of its reimbursement rights to the City, as evidenced by the "Partial Assignment of Receivables" agreement attached hereto as Exhibit F and incorporated herein for all purposes. Notwithstanding anything to the contrary in this Agreement, no assignment of Owner's reimbursement rights shall be effective unless and until the City receives notice of such assignment accompanied by a fully executed Partial Assignment of Receivables pursuant to which assignee has a duty to pay and the City has a right to receive the MDF out of developer reimbursements as Bonds are issued in accordance with this Agreement.
- (b) **Ronald Reagan Regional Trail Credit** After timely Completion of the Ronald Reagan Regional Trail in accordance with the terms of this Agreement, or a section thereof if constructed in sections, and acceptance of same for ownership and maintenance by the responsible entity, Owner shall be entitled to a credit against the next ensuing MDF installment payment(s) owed to the City under this Section 5.04(a) for actual amounts paid by Owner or District (verified by the District's auditor or engineer) to design, construct and Maintain the Ronald Reagan Regional Trail or portion thereof; *provided however that* the cumulative total amount of the credit shall not exceed the lesser of ONE MILLION U.S. DOLLARS (\$1,000,000) or the actual costs of design, construction and maintenance of the Ronald Reagan Regional Trail (the "**Ronald Reagan Regional Trail Credit**"). When used

in this Section, the term “Maintain” means work to maintain , repair, or replace the Ronald Reagan Regional Trail and its associated stormwater control and drainage features as necessary to comply with the Americans with Disability Act, the standards set forth on the attached Exhibit “H”, and, if applicable, FSORAG. The term does not include routine or seasonal maintenance of the Ronald Reagan Regional Trail, or work to maintain, repair or replace landscaping, benches and other hardscape amenities, fountains, monuments, markers, signs, lighting, or any other improvements that may be placed alongside or in the vicinity of the Ronald Reagan Regional Trail.

5.05 Maintenance Tax Rate. At the election confirming creation of the District, the District included, and got voter approval of, assessing a maximum maintenance tax rate for the District of \$1.00 per \$100 assessed valuation and for the Limited District of a maximum of \$1.00 per \$100 assessed valuation.

ARTICLE VI

LAND DEVELOPMENT

A. LAND PLAN

6.01 Land Plan. The City Council hereby approves the Land Plan attached hereto as Exhibit D, the Land Development Standards attached hereto as Exhibit E.1 and the Tree Preservation Standards attached hereto as Exhibit E.2, and use of the Land as follows: approximately 1,170 single family Dwelling Units on approximately 268 acres (+/-) with 735 Dwelling Units on the North Tract and 435 Dwelling Units on the South Tract; 99 acres (+/-) of mixed-use Dwelling Units, which would include office, retail ,medical and multifamily Development, *provided that* no more than 30 acres of said 99 acres shall be used for multi-family Development and *provided further* that the maximum number of multifamily Dwelling Units on the Land shall not exceed 600 Dwelling Units; and 47 acres (+/-) of Open Space. All Development of the Land must be in compliance with the Governing Regulations.

6.02 Modifications to the Land Plan.

- (a) Because the Land comprises a significant area and its Development will occur in phases over a number of years, modifications to the Land Plan may become desirable due to changes in market conditions or other factors. Owner may request modifications to the Land Plan. “Minor Modifications” may be approved administratively by the Planning Director. Major Modifications to the Land Plan must be approved as an amendment to this

Agreement by the City Council. After approval by the City in accordance with this Section, all Minor Modifications and Major Modifications to the Land Plan shall be recorded by the City at Owner's expense in the Official Records of Williamson County, and thereafter, all references in this Agreement to the Land Plan shall mean and refer to the then most current approved and recorded Land Plan.

- (b) Minor Modifications to Land Plan shall not be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code. All Major Modifications to the Land Use Plan shall be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code, and the provisions of the UDC and all other applicable laws and regulations in effect at the time of such Major Modifications shall apply unless the City agrees otherwise.

B. DEVELOPMENT PROCESSES

6.03 Site Development Plans. Site Development Plans must be submitted to and approved by the City for Development on the Land, except for single family residential Development. The Site Development Plan application requirements and review and approval standards and shall be the same as those that apply to land situated within the City limits.

6.04 Plat Approval. Subdivision of the Land shall require approval of preliminary and final plats by the City in accordance with the Governing Regulations as if the Land was located within the City limits. **IT SHALL BE A CONDITION TO ACCEPTANCE BY THE CITY, AS WELL AS A REQUIREMENT FOR COMPLETENESS, OF ANY APPLICATION FOR A PRELIMINARY PLAT OR FINAL PLAT OF ANY PORTION OF THE LAND THAT NO MATERIAL EVENT OF DEFAULT SHALL EXIST WITH REGARD TO THIS AGREEMENT OR THE RELATED AGREEMENTS AS OF THE FILING DATES FOR SUCH APPLICATIONS.** Notwithstanding any other provision of this Agreement to the contrary, however, the conveyance from time to time by metes and bounds or otherwise of any portion of the Land to any person for the purpose of qualifying such person to be a member of the District's Board shall not require the filing of a plat application or approval of the City; provided further that no Structure shall be constructed on the Land for any such purposes unless and until a final plat has been approved by the City and all other applicable requirements of the Governing Regulations have been met.

6.05 Public Infrastructure. Design and construction of the Public Infrastructure shall comply with the Governing Regulations, and no construction or installation of Public Infrastructure shall begin until plans and specifications have been approved by

the City, bonds have been posted as required by the UDC, and other requirements of the Governing Regulations pertaining to construction of Public Infrastructure have been met. All Public Infrastructure shall be designed, constructed and installed in compliance with the Governing Regulations and shall be inspected to determine compliance.

6.06 Easements. Owner or the District shall obtain all easements necessary for the construction of the Public Infrastructure at no cost to the City. All Public Infrastructure (including water and wastewater facilities up to the customer's side of the meter) shall be placed within dedicated or recorded utility easements or public rights-of-way. All easements for Public Infrastructure that are to be transferred to the City shall be on forms acceptable to the City Attorney, and conveyed no later than the date that the final plat is recorded for the land within which the improvements will be constructed.

6.07 Commencement of Construction; Notice; Inspections. Following City approval of the plans and specifications for the Public Infrastructure and prior to the commencement of construction, Owner shall give written notice to the Utility Director in order to allow the City to assign an inspector. The City will inspect all Public Infrastructure to be dedicated or conveyed to the City for compliance with the approved plans and specifications. The City will provide the inspections contemplated by this Section for the standard fees charged by the City for inspections inside the City limits, which fees will be collected by the City from the customer requesting the inspection. The City will retain copies of all inspection reports for the City's applicable records retention period, and provide them to the District upon request.

6.08 Construction Traffic. Construction traffic must be routed through the Land and not on or through roads in adjacent neighborhoods or private roads. Without limiting the generality of the foregoing, construction traffic is specifically prohibited on Private Road 902.

6.09 Inspections. The City will inspect all Public Infrastructure that will be dedicated or conveyed to the City. The District engineer can observe City inspections for the purpose of gathering the information required to complete and submit all TCEQ required reports. At no cost to the City, the District engineer will inspect Public Infrastructure which is to be owned and maintained by the District, the County or any other entity other than the City. The City and the District engineer shall maintain a permanent record of all Public Infrastructure and other improvements inspected. All such records shall be made available to the City upon request within ten (10) days after the inspection is performed (including reports that identify deficiencies and subsequent corrective actions). All such records shall be kept in a form reasonably approved by the City and as otherwise required by applicable law or regulations.

6.10 Building Permits. No Structure shall be constructed until a building permit has been issued by the City certifying that the plans and specifications for the Structure are in compliance with the Governing Regulations. No building permit shall be issued for a Structure unless a final plat has been recorded for the Lot on which the Structure is being constructed. All costs for the building permits shall be paid for by the builder performing the work (or by the owner of the property on which the work is being performed). In addition, the Parties agree that although the Property is not within the City's corporate limits, Vertical Development on the Property requires the constructing, installing or remodeling party obtain building permits (residential or commercial, as applicable), the issuance of which building permits will be governed by the following provisions of the City Code of Ordinances to the extent applicable to Vertical Development: Sections 2.28.110, 2.28.120 and 2.28.130; Chapter 8.04 (Fire Prevention Code), Title 15 (Buildings and Construction), and Title 13 (Public Utilities and Services), as such provisions may be amended from time to time. This Section shall not apply to temporary Structures placed on the Land for the purposes of the initial confirmation election for the District.

6.11 Certificate of Occupancy and Final Inspection. No Structure shall be occupied until a certificate of occupancy has been issued by the City (for commercial Structures) or a final inspection certifying that the Structure has been constructed in compliance with the Governing Regulations (for residential Structures). All costs for the building permits, certificates of occupancy, or final inspections shall be paid for by the builder performing the work (or by the owner of the property on which the work is being performed).

6.12 Stop Work Orders. The City shall have the right to inspect, from time to time, the construction of any Public Infrastructure and any Structure. If the City determines that any Public Infrastructure or Structure is not being constructed in compliance with the Governing Regulations and the contractor or builder fails to correct the non-compliance within a reasonable period of time after notice thereof, the City shall have the right to enforce compliance and to stop new work on the Public Infrastructure or Structure by the issuance of a "stop-work order" until the non-compliance is corrected to the reasonable satisfaction of the City. Nothing in this Section 6.10 is intended to create any liability of the City to determine whether any Public Infrastructure or Structure is constructed in accordance with the Governing Regulations.

C. FEES

6.13 Plat Review Fees. Development of the Land shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final

plat review and approval process (the “Plat Review Fees”) according to the fee schedule adopted by the City Council and in effect on the date of submittal of each plat application. The fee schedule applicable to the Land shall be uniformly applicable to all Development within the ETJ of the City.

6.14 Plan Review Fees. Development of the Land shall be subject to payment to the City of the reasonable fees and charges applicable to the City’s review of plans and specifications for Public Infrastructure to be dedicated or conveyed to the City, and review of the site plans for all non-single family residential Development proposed to be located on the Land (the “Plan Review Fees”) according to the fee schedule adopted by the City Council and in effect on the date of submittal of each set of plans and/or specifications.

6.15 City Inspection Fees. Development of the Land shall be subject to payment to the City of the reasonable fees and charges applicable to inspections performed by the City for Public Infrastructure to be dedicated or conveyed to the City (the “Inspection Fees”) according to the fee schedule adopted by the City Council and in effect on the date of each such inspection. The fee schedule applicable to the Land shall be uniformly applicable to all Development within the ETJ of the City.

6.16 Building Permit Fees. Development of the Land shall be subject to payment to the City of the reasonable fees and charges applicable to the City’s issuance of building permits and certificates of substantial completion according to the fee schedule adopted by the City Council and in effect on the date of submittal of each building permit application. The fee schedule applicable to the Land shall be uniformly applicable to all Development within the ETJ of the City.

6.17 Impact Fees.

- (a) Owner and District agree that the Wastewater Impact Fee shall be assessed and collected for each Connection authorized on a final plat at the time that every final plat for all or any applicable portion of the Land is approved by the City, and agree that payment of the Wastewater Impact Fees shall be a condition of final plat approval. Owner and District further agree that the amount of the Wastewater Impact Fee shall be the amount in effect at the time of final platting under the applicable City ordinance for the impact fee service area that includes the Land or portion of the Land being platted. All Wastewater Impact Fees will be retained by the City.
- (b) Owner and District agree that Water Impact Fees for the Land or portion of the Land being served by the City shall be assessed and collected at the time

that every final plat for all or a portion of the Land is approved by the City and recorded and the amount of the City's impact fee shall be the amount in effect at the time of final platting under the applicable City ordinance for the impact fee service area that includes the Land or portion thereof being served.

6.18 **Fire Service Improvement Program ("SIP") Fees.** For so long as the City has a contractual relationship with Williamson County Emergency Services District No. 8 pursuant to which the City provides to Williamson County Emergency Services District No. 8 fire station improvements, land for fire stations or fire-fighting equipment or personnel, Owner agrees to pay the City a Fire SIP fee of \$630 for each Lot within the boundaries of both the Land and Williamson County Emergency Services District No. 8. The SIP Fee shall be paid at the time of application for a building permit. The City agrees that it shall use the SIP Fees only for the purposes of providing contractual fire services (including facilities, equipment and personnel) to Williamson County Emergency Services District No. 8.

ARTICLE VII

OPEN SPACE, PARKLAND, AND TRAILS

7.01 Ronald Reagan Regional Trail.

- (a) Ronald Reagan Regional Trail Easement. All preliminary and final plats for any portion of the Land adjacent to the south side of Ronald Reagan Blvd. shall include a twenty-five foot (25') wide non-exclusive easement for a public hike and bike trail located adjacent and parallel to Ronald Reagan Blvd (the "**Ronald Reagan Regional Trail Easement**"), which may be also used by City or Owner or District for installation of underground utility facilities, including electric, gas, phone, internet, water, wastewater and drainage facilities, *provided that* (a) Owner and District shall not place any overhead or above-ground utilities within said easement, (b) Owner and District shall not damage facilities located within or materially interfere with the use and enjoyment of the Ronald Reagan Trail; and (c) Owner or District repair damages it causes to any of the City's authorized improvements within said easement.
- (b) Ronald Reagan Regional Trail. Owner or District shall design and build, or cause to be designed and built, the Ronald Reagan Regional Trail within the Ronald Reagan Regional Trail Easement, at no cost to the City, and in accordance with the Governing Regulations, the Land Plan, and the

standards attached as Exhibit H. The Ronald Reagan Regional Trail must be Completed as follows: in phases, as to the portion of the Ronald Reagan Regional Trail included within the plat, before the final plat for any portion of the Land adjacent to, alongside, or bordering the south side of Ronald Reagan Blvd. is recorded in the Official Public Records of Williamson County, Texas. Notwithstanding the generality of the foregoing, however, the entire length of the Ronald Reagan Regional Trail traversing the Land must be Completed in its entirety on or before the Ronald Reagan Regional Trail Completion Deadline. Not later than 180 days after Completion of the Ronald Reagan Regional Trail, or sections thereof, Owner or District shall transfer the Ronald Reagan Regional Trail Easement and Ronald Reagan Regional Trail to the District, HOA, City, Williamson County or other entity for ownership, operation and maintenance. Prior to full purpose annexation of the Land by the City, the Ronald Reagan Regional Trail shall be maintained to at least City standards by the District or HOA. After full purpose annexation of the Land by the City, the Ronald Reagan Regional Trail must be maintained to at least City standards by the Limited District. The HOA, District, and Limited District agree to operate and maintain the Ronald Reagan Regional Trail in a good state of repair and in a manner so as not to create a nuisance or danger to the public health and safety.

7.02 HOA Parks. Owner will dedicate the HOA Parks to the HOA or the District. Before conveyance to the HOA or the District, Owner will build within each HOA Park recreational improvements initially costing no less than \$250,000.00, consisting of any one or more of benches, picnic tables, cooking grills, playscapes, active areas for unorganized play and practice, pavilions, trails, trail access, landscape enhancements or restrooms. Owner will Complete the HOA Park in the North Tract before the date on which the 200th building permit for a building on a residential Lot within the North Tract is issued by the City, and will Complete the recreational improvements for, and dedicate, the HOA Park on the South Tract before the date on which the 200th building permit for a building on a residential Lot within the South Tract is issued by the City.

7.03 Amenity Center. Subject to submittal and approval of a Minor Modification under Section 2.01(oo)(2)(iii), Owner shall construct a private amenity center on the North Tract on a Lot not smaller than 2.5 acres in the general location shown on the Land Plan; without a Minor Modification, Owner must construct the private amenity center on a Lot not smaller than 4.5 acres. Owner will Complete the Amenity Center before the date on which the 200th building permit for a building on a residential

Lot within the North Tract is issued by the City. The Amenity Center shall be operated and maintained by the District or the HOA.

7.04 Parkland Fees. In lieu of payment of parkland fees otherwise applicable to the Land under the UDC, the Owner or District will Develop two (2) HOA Parks as described in Section 7.02 and Develop the Amenity Center as described in Section 7.03.

7.05 Internal Open Space and Trails. In addition to the requirements set forth in Sections 7.01 through 7.03 of this Agreement, Owner or District shall provide at least 47 acres of internal open space areas with trails in the acreages and areas generally as shown on the Land Plan. The internal trails must be constructed by Owner or District in compliance with the standards set forth in the Governing Regulations as applicable. Within 180 days after Completion of the internal trails and 180 days after recordation of a plat containing open space, Owner shall transfer these assets and any necessary property interest to the District or the HOA for ownership, operation and maintenance.

7.06 ADA Compliance. Owner and District shall construct and maintain the Ronald Reagan Regional Trail, sidewalks, internal trails and open space areas on the Land in compliance with the accessibility requirements of the Americans with Disabilities Act.

7.07 Open to the Public; Exception for Amenity Center. All parks, trails and open spaces on the Land, including but not limited to the HOA Parks and Ronald Reagan Regional Trail, and the facilities and improvements in those areas shall be available for the benefit, use and enjoyment of all District residents and all City residents. The Amenity Center may be restricted for the exclusive use and benefit of the District residents. Prior to full purpose annexation by the City, the Amenity Center area will be owned, operated and maintained by the District or HOA and the City shall have no responsibility or liability therefor. After full purpose annexation by the City, the Amenity Center will be owned, operated and maintained by the Limited District or HOA and the City shall have no responsibility or liability therefor.

7.08 Tree Preservation. Owner and District agree that all Development on the Land shall comply with Chapter 8 of the UDC for Tree Preservation, except as modified for Parcels 6, 19, 20 and 21 as shown on the Land Plan, which shall comply with the alternative tree preservation standards attached hereto as Exhibit E.2.

ARTICLE VIII

ROADWAYS

8.01 On-Site Roadways. Owner or the District will dedicate to Williamson County right of way for all on-site roadways and will design and build, or cause to be

designed and built the on-site roadways at no cost to the City and in accordance with the Governing Regulations. Owner or District will reserve from the right of way dedication land for the Ronald Reagan Regional Trail Easement.

8.02 Off-Site Roadways. Prior to the submittal of any Development application related to the Land, Owner or District shall prepare, or cause to be prepared, a Traffic Impact Analysis (TIA) for the Land in compliance with Chapter 12.05 of the UDC, and thereafter shall comply with the terms of the TIA as approved by the City.

ARTICLE IX

ON-SITE PUBLIC INFRASTRUCTURE

9.01 On-Site Water and Wastewater Public Infrastructure. Owner or the District shall construct all water and wastewater On-Site Public Infrastructure that are necessary to serve the Land, including (i) the water system, including all piping, valves, and hydrants within designated easements or rights of way up to the customer side of the meter; and (ii) the wastewater system, including all piping, manholes, and lift stations located within designated easements or rights of way up to the point of service entry by a single customer. All water and wastewater On-Site Public Infrastructure shall be designed and constructed in accordance with the Governing Regulations and the requirements of any other entity with jurisdiction.

9.02 On-Site Drainage and Water Quality Public Infrastructure. Owner or the District shall construct all drainage and water quality On-Site Infrastructure serving the Land as an integrated storm water system and enhanced regional water quality system that complies with the Governing Regulations.

9.03 Transfer of Ownership, Operation and Maintenance for On-Site Public Infrastructure.

- (a) General. Within ninety (90) days after completion of construction, Owner or District agree to request the applicable utility service provider to accept the On-Site Public Infrastructure for ownership, operation and maintenance. For any On-Site Public Infrastructure to be conveyed to the City for ownership, operation and maintenance, Owner or District shall provide the following information to the City: (a) one complete set of as-built plans in the format requested by the City; (b) copies of all documents evidencing transfer or assignment of all contractual rights, warranties, guarantees, assurances of performance, and bonds related to the On-Site Public Infrastructure, and (c) lien waivers and releases acceptable to the

City Attorney. The City's acceptance of such improvements shall be documented in a letter from the City to Owner or District.

- (b) Wastewater. If under the Wastewater Services Agreement the City agrees to accept the wastewater On-Site Public Infrastructure for operation and maintenance upon completion of construction, documentation in the form of lien waivers or releases that the wastewater On-Site Public Infrastructure are free and clear of all liens and encumbrances or subordinated to the City's rights, and the assignment of two-year maintenance bonds from the construction contractor to the City.
- (c) Water. The water On-Site Public Infrastructure shall be conveyed to the authorized retail water service provider for the Land for operation and maintenance upon completion of construction and compliance with any other requirements of the retail water service provider. Owner and District agree to comply with all applicable requirements of such retail water service provider.
- (d) Drainage and Water Quality. Upon completion of construction, the drainage and water quality On-Site Infrastructure shall be dedicated or transferred to Williamson County for ownership, maintenance and repair as and when any portion of the Land adjacent to such drainage or water quality On-Site Infrastructure is platted or when otherwise required under the Governing Regulations. If Williamson County does not accept the drainage and water quality On-Site Infrastructure, then such improvements shall be maintained to City standards by the District or the Limited District or by the City under a contract between the District or the Limited District and the City, at the City's sole discretion. Unless specifically provided otherwise in a written contract between the City and the District or the Limited District, the City shall have no responsibility for owning, maintaining, or repairing the drainage or water quality On-Site Infrastructure. In no event shall the drainage or water quality On-Site Infrastructure be owned, financed, operated, maintained, repaired and replaced by a property owners association.

9.04 Capacity Interest Rights. Notwithstanding the foregoing or anything else to the contrary in this Agreement, it is understood that Owner and District, as appropriate, shall retain capacity interest rights sufficient to provide service to the District in any Public Infrastructure conveyed or otherwise transferred to the City sufficient to serve the Land as contemplated by this Agreement. Any such conveyance

or other transfer shall not affect Owner's right to reimbursement from the District for the cost of any improvements or capacity in improvements constructed or financed by Owner, or the District's right to effect such reimbursement.

ARTICLE X

WATER AND WASTEWATER

10.01 Provision of Wastewater Services. Wastewater services to the Land shall be governed by the Wastewater Services Agreement.

10.02 Provision of Water Services. The Parties agree that retail water services to the Land will be provided by the City. The City will issue "will-serve" letters to the Owner and District from time to time as appropriate under then existing policies of the City to evidence its commitment to provide retail water service to the Land in accordance with this Agreement and other applicable law.

10.03 Limit on Wastewater Connections; Limit on Development Approvals. Owner shall not submit an application for and the City shall not approve any preliminary or final plat or any other Development application for any portion of the Land that is to be served by on-site sewage facilities (septic systems), it being the intent of the Parties that wastewater collection service be provided to the Land solely via the means described in the Wastewater Services Agreement. Notwithstanding the foregoing in this Section, the City agrees to consider reasonable requests by Owner to install individual, privately-owned grinder pumps to extend wastewater service to single Lots where necessary due to topography.

10.04 Wastewater Service to Third Parties. Owner and District are prohibited from providing wastewater service to any third parties to any land other than the Land, and from obtaining wastewater service from any entity other than the City. Owner and the District agree that the City may use the Public Infrastructure to provide wastewater service to third parties, so long as such use does not (i) impair the City's commitment of and ability to provide wastewater service to the Land under the Wastewater Services Agreement; or (ii) breach the City's obligations under the Wastewater Services Agreement; and the City agrees to reserve for the Owner or the District any capacity interest or contract rights of such parties in the Public Infrastructure constructed pursuant to the Wastewater Services Agreement.

10.05 No Septic Systems. Owner shall not submit an application for and the City shall not approve any preliminary or final plat for any portion of the Land that is to be served by on-site sewage facilities (septic systems).

ARTICLE XI

OTHER SERVICES

11.01 **Garbage Services.** Garbage pick-up services shall be provided by the City's solid waste services provider, and customers located on the Land shall be Tier II Customers, as set forth in the City's Code of Ordinances Section 13.04.180.

11.02 **Police, Fire and EMS Services.** The District, at its sole expense, may provide, or cause to be provided, police, fire and EMS services to serve the Land, and the City shall have no responsibility for providing those services.

11.03 **Street Lighting.** Owner or District will construct and maintain street lighting within the boundaries of the District in compliance with the applicable standards of the electric service provider for the Land. The District will operate and maintain the street lighting within its boundaries.

11.04 **Fire Hydrants.** When retail water service is provided to the Land by the City, the City shall maintain any fire hydrants that are a part of the public water system serving the Land. Owner agrees that restrictive covenants for the Land shall require that any privately-owned fire hydrants, such as those located within commercial Developments, including apartment complexes, that are located outside of an easement conveyed to the retail water service provider for the Land shall be owned, operated, and maintained by the owner of the property on which the hydrants are located. The restrictive covenants shall also require that commercial property owners perform maintenance of all privately-owned fire hydrants on their property in accordance with the retail water service provider's or the City's maintenance recommendations. The City shall not have responsibility for maintenance of privately-owned hydrants, but may inspect such fire hydrants and require the reservation of appropriate easements on all properties on which privately-owned fire hydrants will be located in order to allow the applicable fire service provider to access the fire hydrants for fire-fighting purposes.

11.05 **Services Outside the District.** Owner and District shall not be authorized to provide water, wastewater, garbage, fire, police, EMS or other services outside the boundaries of the District without the express written consent of the City Council, at the City Council's sole discretion.

ARTICLE XII

ANNEXATION

12.01 **General.** The Parties acknowledge and agree that the Land lies wholly within the City's ETJ. The Parties further acknowledge and agree that the creation of the

District, and the City's consent thereto, are for purposes that include promoting the orderly Development and extension of City services to the Land upon annexation.

12.02 Filing of Notices. Within thirty (30) days after the District Creation Date, the District shall file in the real property records of Williamson County: (1) a notice in the form required by Section 49.452 of the Texas Water Code; and (2) a notice in the form of Exhibit K attached hereto stating the extent of City services and that the City has the right to annex the Land subject to the terms and conditions of this Agreement and the Strategic Partnership Agreement.

12.03 Partial Annexations by City; Limited Purpose Annexation; and Strategic Partnership Agreement. Owner and the District agree to cooperate with and assist the City in annexing one or more areas within the District in the manner prescribed by law which does not result in the dissolution of the District, each of which areas shall not exceed the minimum width limitations imposed by law, as reasonably necessary for the City to connect areas to the City that are outside the District that the City intends to annex; provided that any such annexation by the City shall not (i) result in ad valorem taxes of the City and the District being levied on any property within the District that is owned by non-governmental entities; or (ii) otherwise conflict with applicable law. Owner and District hereby consent to annexation of the Land for limited purposes as more specifically set forth in the Strategic Partnership Agreement.

12.04 Full Purpose Annexation by City. Except as otherwise provided in Section 12.03 of this Agreement or in the Strategic Partnership Agreement, the City agrees that it shall not annex for full purposes any of the Land within the District until the earlier of:

- (a) the expiration or termination of this Agreement between the City and the District; or
- (b) the fifteenth (15th) anniversary of the date of the first issuance of bonds by the District; or
- (c) the date that the District has issued bonds to reimburse the Owner for ninety percent (90%) of the Public Infrastructure eligible for reimbursement under applicable laws or TCEQ regulations and this Agreement.

On full purpose annexation, the District shall be converted to a Limited District as described in the Strategic Partnership Agreement.

12.05 OWNER, DISTRICT AND ALL FUTURE OWNERS OF THE LAND (INCLUDING END-BUYERS AND OWNERS) IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE ANNEXATION OF THE LAND FOR LIMITED PURPOSES AS OF THE EFFECTIVE DATE WITH THE EFFECT SET FORTH IN THE STRATEGIC PARTNERSHIP AGREEMENT; THE FULL PURPOSE ANNEXATION OF THE LAND INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND THE CONVERSION OF THE DISTRICT TO A LIMITED DISTRICT ON FULL PURPOSE ANNEXATION, AND WAIVE ALL OBJECTIONS AND PROTESTS TO SUCH ANNEXATIONS AND CONVERSION TO A LIMITED DISTRICT. THIS AGREEMENT SHALL SERVE AS THE PETITION OF OWNER, DISTRICT, AND ALL FUTURE OWNERS AND OWNERS TO ANNEXATIONS OF THE LAND INTO THE CITY AND CONVERSION OF THE DISTRICT TO A LIMITED DISTRICT AT THAT TIME IN ACCORDANCE WITH THIS AGREEMENT AND THE STRATEGIC PARTNERSHIP AGREEMENT.

12.06 **Zoning on Annexation by the City.** Contemporaneously with the annexation of any land within the District, the City staff will support zoning of any undeveloped property within the District consistently with the land uses set forth in the Land Plan, and support zoning of all Developed Land consistently with the land uses in existence on the date of the annexation.

12.07 **Annexation by the District.** The District may not annex any additional land into its boundaries without the prior written consent of the City Council.

ARTICLE XIII **AUTHORITY**

13.01 **Authority.** This Agreement is entered into under the statutory authority of Section 54.016 of the Texas Water Code and Sections 42.042 and 212.172 of the Texas Local Government Code. The parties intend that this Agreement guarantee the continuation of the extraterritorial status of the Land within the District; authorize certain general uses and Development on the Land; provide for infrastructure for the Land; specify the uses and Development of the Land after annexation; and provide other lawful terms and considerations relating to the Land.

ARTICLE XIV **REPORTING**

14.01 **Information to be Provided to the City.** The District and Limited District shall provide a copy of the following documents to the City Secretary, City Manager,

Planning Director and Utility Director in the manner provided in Section 16.02 of this Agreement pertaining to Notices within the timeframes specified below:

- (a) Agendas: a copy of the agenda for each meeting of the District's/Limited District's Board concurrently with the posting of the agenda at the Williamson County Courthouse.
- (b) Minutes: a copy of the minutes of all meetings of the District's/Limited District's Board and of any committees or subcommittees created by the District's/Limited District's Board within ten (10) business days of the date of approval of such minutes by the District's/Limited District's Board, committee, or subcommittee, as applicable.
- (c) Tax Rate: a copy of each order or other action setting an ad valorem tax rate to the within ten (10) days after the District's/Limited District's Board adopts the rate.
- (d) Budgets: a copy of the District's/Limited District's budget for each fiscal year within five (5) days after approval of each budget by the District's/Limited District's Board.

14.02 Financial Dormancy Affidavit, Financial Report or Audit. The District and Limited District shall file a copy of their annual financial dormancy affidavit, annual financial report or annual audit of its debt service and general fund accounts, whichever is required under the Texas Water Code, with the Finance Director, within ten (10) days after approval of each financial dormancy affidavit, financial report or audit by the District's/Limited District's Board.

14.03 Other Documents. The District and Limited District shall provide copies of any other material event notices filed under applicable federal securities laws or regulations to the City Secretary, City Manager, and City Director of Finance within thirty (30) days after filing such notices with the applicable federal agency.

ARTICLE XV

TERM, ASSIGNMENT AND REMEDIES

15.01 Term. This Agreement shall be effective as to the Owner and the District from the Effective Date and shall continue in effect until the District is annexed for full purposes, and its obligations are fully assumed by the City, at the City's sole election, or until terminated as otherwise provided herein, or in writing by mutual agreement of the City and the District. This Agreement shall be effective as to the Owner and the Limited

District from the full purpose annexation date and shall continue in effect until the Limited District is dissolved, and its obligations are fully assumed by the City, at the City's sole election, or until terminated as otherwise provided herein, or in writing by mutual agreement of the City and the Limited District. This Agreement shall be recorded in the Official Records of Williamson County and shall run with the Land.

15.02 Delegation and Assignment.

- (a) **Delegation of Performance Obligation(s).** Subject to the additional terms and conditions set forth in Section 15.03 of this Agreement, no Party may delegate any of its obligations to perform under this Agreement, except upon delivery to the non-delegating parties, at least twenty (20) business days before the delegation, of a written agreement executed by authorized representatives of the delegating party and the delegate stating the specific performance obligations delegated and containing the delegate's express consent to perform the delegated obligations as set forth in this Agreement with regard to the obligations delegated.
- (b) **Assignment of Rights to Performance.** No Party may assign its rights to performance by another Party under this Agreement (including but not limited to its rights to any claim for damages arising out of or related to the non-assigning party's breach of this Agreement), voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner except, upon delivery to the non-assigning parties at least twenty (20) business days before the assignment of a written agreement stating the specific rights to performance assigned executed by the assigning party and the assignee together with all supporting documentation relating to the assignment. Subject to the terms and conditions of Section 15.03 of this Agreement, Owner may assign its rights to performance under this Agreement only to:
 - (1) a Lender to the extent necessary to obtain financing for Development of the Land and if the assignment to the Lender occurs after the recordation of this Agreement as required by Section 16.11 of this Agreement; or
 - (2) a successor owner to Owner of all or any part of the Land who may also be an assignee of the Related Agreements; or
 - (3) to the District.

Any such assignment shall be subject to the terms of this Agreement. Assignment by Owner to any other persons or entities is not permitted.

(c) **Effect of Delegation or Assignment.**

- (1) Delegation of obligations as allowed by this Agreement shall not operate to release or discharge the delegating party of the delegated obligations, and the delegating party guarantees performance of the delegated obligations.
- (2) Assignment of rights to performance as allowed by this Agreement shall extinguish the assigning party's right to receive performance of the assigned rights, except to the extent that the assigning party retains a lien on the Land or any part thereof accompanying the assignment.

(d) **Effect of Delegation or Assignment in Violation of this Section.** Any purported assignments or delegations in violation of Section 15.02 (a) or (b) are void.

15.03 Other Limitations on Delegation and Assignment. Notwithstanding anything to the contrary in this Agreement, Owner shall not have the right to assign rights in or delegate performance of obligations under this Agreement until after the District becomes a Party and after this Agreement is recorded in the Official Records of Williamson County, and any purported assignments or delegations in violation of these two conditions are void and shall have no force or effect.

15.04 Default and Rights and Remedies for Default.

(a) **Notification of Default.** Any material breach of this Agreement or a Related Agreement shall be a default of this Agreement. If any Party commits a default of this Agreement, the non-defaulting Party shall give Notice to the defaulting Party that describes the default in reasonable detail.

(b) **Cure of Default.** For any default that can be cured by the payment of money or the posting of the Fiscal Security (each a "**Monetary Default**"), the defaulting Party shall be allowed thirty (30) days after the date of the Notice to cure the Monetary Default (the "**Monetary Default Cure Period**"). For any default that is not a Monetary Default (a "**Non-Monetary Default**"), the defaulting Party must commence the cure of any Non-Monetary Default specified in the Notice within thirty (30) days after the date of the Notice, and thereafter diligently pursue such cure to completion but in no event longer

than ninety (90) days after the date of the Notice (the “**Non-Monetary Default Cure Period**”).

15.05 City’s Remedies During Owner’s or District’s Cure Periods. No Bonds shall be issued by District and the City shall have all rights to enjoin the issuance of Bonds during the applicable Cure Period for an Owner or District default. In addition, the City shall be relieved of all of its obligations under this Agreement and all Related Agreements, including, without limitation, obligations to process or approve applications, permits, plats, utility connections, utility taps, or any other Development or utility-related applications pertaining to the Land, during the applicable Cure Period for an Owner or District default. During the Cure Period, the actions authorized by this Section are the City’s exclusive remedies for delay. If the Owner’s or District’s default remains uncured after the applicable Cure Period, the City shall also be entitled to all rights and remedies available to it by law or in equity or by statute or otherwise.

15.06 Rights and Remedies for Default.

(a) If the defaulting Party does not cure the default within the applicable Cure Period, and if the non-defaulting Party has not waived the default in writing, then after the expiration of the applicable Cure Period, the non-defaulting Party may, in its sole discretion, and without prejudice to any other right or remedy allowed under this Agreement, seek any other relief available at law or in equity, all of which are cumulative and are in addition to any other right or remedy given under this Agreement or a Related Agreement which may now or subsequently exist in law or in equity by statute or otherwise, and the exercise of any one remedy does not preclude the exercise of another.

(b) Damages, if any, to which any non-defaulting Party may be entitled shall be limited to actual damages and shall not include special, incidental, or consequential damages.

(c) To the extent that any course of dealing, act, omission, failure, or delay in exercising any right or remedy under this Agreement constitutes the election of an inconsistent right or remedy, that election does not constitute a waiver of any right or remedy, or limit or prevent the subsequent enforcement of any provision of this Agreement. No single or partial exercise of any right or remedy under this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy.

15.07 City’s Right to Terminate. After the expiration of the applicable Cure Period, without regard to Owner’s or District’s partial performance, if any, the City is entitled to terminate this Agreement upon written notice to Owner and District, with the effect set forth in this Section 15.07, if Owner or District has failed to cure a default under this Agreement or a Related Agreement within the applicable Cure Period, and the City has not waived the default in writing, or Owner or District has failed to satisfy a condition

precedent and the City has not waived performance of the condition precedent in writing. Termination of this Agreement pursuant to this Section does not terminate, limit or restrict the rights and remedies of the City and is without prejudice to the City's claim for damages. IN ADDITION TO THE CITY'S RIGHT UNDER COMMON LAW TO REDRESS FOR ANY BREACH OR UNCURED DEFAULT, OWNER AND DISTRICT SHALL EACH INDEMNIFY AND DEFEND THE CITY AGAINST ALL LOSSES, DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES) COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, INTEREST (INCLUDING PREJUDGMENT INTEREST IN ANY LITIGATED MATTER), PENALTIES, COURT COSTS, AND ATTORNEY'S FEES AND EXPENSES) ASSERTED AGAINST, IMPOSED UPON OR INCURRED BY THE CITY, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RESULTING FROM THE BREACH OR UNCURED DEFAULT AND TERMINATION OF THE AGREEMENT AND ENFORCEMENT OF THIS SECTION.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

16.01 Cooperation.

- (a) The City, Owner and the District each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder or enable the fulfillment of their respective obligations hereunder, provided in either case the terms of this Agreement are not modified or amended thereby.
- (b) In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any part hereof or any actions taken hereunder by any Party, the City, Owner and the District agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement while allowing each Party to effect the benefits of this Agreement to it.

16.02 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another delivery service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; or (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three

(3) days after the date of mailing. Notice given in any other manner will be effective when received. For purposes of notice, the addresses of the parties, until changed as provided below, will be as follows:

City:

City of Georgetown
P. O. Box 409
Georgetown, Texas 78627
Attn: City Manager

and (for overnight mail or personal delivery)
City of Georgetown
113 E. 8th Street
Georgetown, Texas 78626
Attn: City Manager

With a copy to:

City Attorney
P. O. Box 409
Georgetown, Texas 78627
Attn: City Attorney

and (for overnight mail or personal delivery)
City of Georgetown
113 E. 8th Street
Georgetown, Texas 78626
Attn: City Attorney

Owner:

Parmer Ranch Partners, L.P.
4718 Mill Creek
Dallas, TX 75244 USA
Attn: Joe R. Owen

With a copy to:

Owen Holdings Inc.
13760 Noel Road, Suite 1020
Dallas TX 75240
Attn: Joe R. Owen, President

District:

Northwest Williamson County Municipal Utility District No. 2

C/O Ronald J. Freeman, Attorney
102 N. Railroad Ave.
Pflugerville, TX 78660
Attn: Ronald J. Freeman

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. The Owner and the District may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

16.03 Severability; Amendment; Waiver.

- (a) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that the Parties have a thirty (30) day period to negotiate a provision be added to this Agreement by mutual agreement of the Parties which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible. If no agreement can be reached to modify the illegal, invalid, or unenforceable provision, and the provision is an essential element of this Agreement, this Agreement shall be null and void.
- (b) The Parties may not amend this Agreement, except in a written agreement executed by duly authorized representatives of the Parties.
- (c) The Parties may not waive any provision in this Agreement, except pursuant to a writing executed by the Party or Parties against whom the waiver is sought to be enforced. A waiver made in writing on one occasion is effective only in that instance and only for the purpose it is given and is not to be construed as a waiver on any future occasion or against any other Party.

16.04 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue shall be in a court of appropriate jurisdiction in Williamson County, Texas.

16.05 Entire Agreement. This Agreement and the Exhibits attached hereto, together with the Related Agreements and the Exhibits attached thereto, collectively

contain the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of those agreements.

16.06 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute the same instrument. This Agreement shall become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

16.07 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

16.08 Notice to End Buyer. At the time each prospective End Buyer contracts for the purchase of a Lot or a home in the District, and at the time each End Buyer closes on the purchase of a Lot or a home in the District, the seller shall give the End Buyer the disclosure notices required by Section 49.452 and 54.016(h)(4)(i) of the Texas Water Code as well as the notice attached hereto as Exhibit K. For the purposes of this Agreement, the parties agree that the term “End-Buyer” shall mean any owner, Owner, tenant, user, or occupant of any part of the Land, regardless of proposed use, for which a City-approved final plat has been recorded in the plat records of Williamson County. This obligation of sellers of real property to give notice shall be a covenant and shall run with the land. A memorandum of agreement setting forth this obligation to give notice shall be filed of record in Williamson County, Texas

16.09 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Owner hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with

the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of the Owner. District certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with all laws, rules, regulations and orders governing or pertaining to the District.

16.10 Exhibits. The Exhibits listed below and attached hereto are made part of the Agreement by this reference for all purposes:

Exhibit	Description
Exhibit A	Land – metes and bounds description
Exhibit B	Land - sketch
Exhibit C	Finance Plan
Exhibit D	Land Plan
Exhibit E-1	Land Development Standards
Exhibit E-2	Tree Preservation Standards
Exhibit E-3	Tree Preservation Sensitive Areas
Exhibit F	Partial Assignment of Receivables Agreement
Exhibit G	Preliminary Engineering Report
Exhibit H	Ronald Reagan Regional Trail Standards
Exhibit I	Strategic Partnership Agreement
Exhibit J	Master Development Fee Formula
Exhibit K	Annexation Notice (TWC 49.452 notice) - form

16.11 Recordation. This Agreement shall be recorded in the records of Williamson County at Owner's expense. Owner shall obtain and record subordination agreements for any lender liens on the Land or other interests in the Land, and on the City's interests under this Agreement and the Related Agreements that are prior to the time of recordation of this Agreement.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK.] [SIGNATURE PAGES IMMEDIATELY FOLLOW.]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates indicated below.

CITY:
CITY OF GEORGETOWN, TEXAS

By: _____
Dale Ross, Mayor

Date: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 2019, by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

Notary Public Signature
Printed Name: _____
My Commission Expires: _____

OWNER:

Parmer Ranch Partners, L.P., a Texas limited partnership

By: Owen Holdings Inc., a Texas corporation, its general partner

By: _____
Joe R. Owen, President

Date:_____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me the ____ day of _____, 2019, by Joe R. Owen, in his capacity as president of Owen Holdings, Inc., a Texas corporation, the general partner of Parmer Ranch Partners, L.P., a Texas limited partnership, on behalf of Parmer Ranch Partners, L.P.

Notary Public Signature
Printed Name:_____
My Commission Expires:_____

DISTRICT:
**NORTHWEST WILLIAMSON COUNTY
MUNICIPAL UTILITY DISTRICT NO. 2**

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

ATTEST:

Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 2019, by _____, President of Northwest Williamson County Municipal Utility District No. 2, a special district formed and operating under Chapters 49 and 54 of the Texas Water Code.

Notary Public Signature
Printed Name: _____
My Commission Expires: _____

EXHIBIT A
Metes and Bounds Description of the Land

FIELD NOTES

JOB NO. 16301

DATE: JANUARY 18, 2017

PAGE 1 OF 6**TRACT 1****250.58 ACRES**

250.58 ACRES OF LAND OUT OF THE CHAS H. DELANEY SURVEY, ABSTRACT NO. 181 AND THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, IN WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THAT TRACT CALLED 501.59 ACRES IN A DEED TO PARMER RANCH PARTNERS, L.P. RECORDED UNDER DOCUMENT NO. 2002073008, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a "TXDOT" 3 inch brass disk in concrete found inside of said 501.59 acre tract at the intersection of the north line of Ronald Reagan Boulevard (260' right-of-way) and the east line of Ranch to Market Road 2338 (R.M. 2338), recorded in that deed to Williamson County, Texas under Document No. 2007026639 of said Official Public Records, for the southwest corner of this tract;

THENCE: inside of said 501.59 acre tract with the east line of said R.M. 2338 as conveyed in said deed to Williamson County, Texas the following three (3) courses:

1. 1,075.53 feet along a curve to the right ($r= 5,925$ feet, $lc= N 26^{\circ}05'35'' W$, 1,074.05 feet) to a "TXDOT" 3 inch brass disk in concrete found, marking an angle point in the east line of said R.M. 2338, for an angle point in the west line of this tract;
2. $N 20^{\circ}47'37'' W$, 63.88 feet to a "TXDOT" 3 inch brass disk in concrete found, marking an angle point in the east line of said R.M. 2338, for an angle point in the west line of this tract;
3. $S 69^{\circ}33'46'' W$, 34.82 feet to a "TXDOT" 3 inch brass disk in concrete found, marking an angle point in the east line of R.M. 2338 as conveyed to the State of Texas by Volume 416, Page 60, Deed Records of Williamson County, Texas, being the northwest corner of said Williamson County tract, for an angle point in the west line of said 501.59 acre tract and this tract;

THENCE: $N 20^{\circ}59'41'' W$, 1,257.94 feet with the east line of said R.M. 2338 conveyed to the State of Texas and the west line of said 501.59 acre tract to a 1/2" iron rod with orange cap stamped "RPLS 2218" found, marking the southwest corner of that tract called 10.00 acres in a deed to Most Rev. Vincent M. Harris recorded in Volume 578, Page 520 of said Deed Records, for the northwest corner of said 501.59 acre tract and this tract;

THENCE: $N 68^{\circ}21'25'' E$, with the north line of said 501.59 acre tract at 864.97 feet pass a 1/2" iron rod found marking the southeast corner of said Harris tract and the southwest corner of that tract conveyed to Johnson Family Trust by deed recorded in Document No. 2007059047 of said Official Public Records, and continuing for an overall distance of 3,044.18 feet with the south line of said Johnson Family Trust tract to a 1/2" iron rod with yellow cap stamped "CCC" found in the west line of that tract called 17.15 acres in a deed to Justin L. Hall and Brenda L. Hall by deed recorded in Volume 1525, Page 792, Official Records of Williamson County, Texas, marking the southeast corner of said Johnson Family Trust tract, for the northeast corner of said 501.59 acre tract and this tract;

THENCE: with the east line of said 501.59 acre tract the following fourteen (14) courses, for the east line of this tract:

1. $S 22^{\circ}08'13'' E$, 375.79 feet with the west line of said 17.15 acre Hall tract to a 1/2" iron rod found marking the southwest corner of said 17.15 acre Hall tract and the northwest corner of that tract called 9.614 acres in a deed to Roy A. Hall and Ivan I. Hall recorded in Volume 2109, Page 738, of said Official Records, for an angle point in the east line of this tract;

FIELD NOTES

JOB NO. 16301

DATE: JANUARY 18, 2017

PAGE 2 OF 6

2. S 22°12'46" E, 359.37 feet with the west line of said 9.614 acre Hall tract to a 1/2" iron rod found marking the southwest corner of said 9.614 acre Hall tract and the northwest corner of that tract called 6.83 acres in a deed to William Berman recorded in Document No. 2010010969, of said Official Public Records, for an angle point in the east line of this tract;
3. S 22°48'07" E, 182.62 feet with the west line of said Berman tract to a 60D nail with flagging found marking the southwest corner of said Berman tract and the northwest corner of that tract called 19.52 acres in a deed to Dennis E. Sawyer recorded in Volume 1595, Page 635, of said Official Records, for an angle point in the east line of this tract;
4. S 21°50'53" E, 769.29 feet with the west line of said Sawyer tract to a 1/2" iron rod found, marking the southwest corner of said Sawyer tract, for an angle point in the east line of this tract;
5. N 69°32'24" E, 1,093.87 feet with the south line of said Sawyer tract to a 1/2" iron rod with yellow cap stamped "CCC" found, marking the southeast corner of said Sawyer tract and an angle point in the west line of that tract called 128.38 acres in a deed to GW Georgetown Property, L.P. recorded in Document No. 2006067253, of said Official Public Records, for an angle point in the east line of this tract;
6. S 27°18'53" E, 133.42 feet with the west line of said GW Georgetown Property tract to a 1/2" iron rod found, marking an angle point in the west line of said GW Georgetown Property tract, for an angle point in the east line of this tract;
7. S 20°33'15" E, 616.42 feet in part with the west line of said GW Georgetown Property tract and the west line of the Amended Plat of Mission Oaks, Phase IV, recorded in Document No. 2015012308 of said Official Public Records to a 1/2" iron rod found, marking the northwest corner of that 21.02 acre tract called Tract I in a deed to Willie J. Kopecky, Jr. and Mardi Kopecky recorded in Document No. 2001040377 of said Official Public Records, for an angle point in the east line of this tract;
8. S 20°34'17" E, 357.47 feet with the west line of said Kopecky tract to a 1/2" iron rod with pink cap stamped "TLS INC." set, marking an angle point in the west line of said Kopecky tract, for an angle point in the east line of this tract;
9. S 20°13'17" E, 92.48 feet with the west line of said Kopecky tract to a 1/2" iron rod with pink cap stamped "TLS INC." set, marking the southwest corner of said Kopecky tract and the northwest corner of that 24.857 acre tract called Tract IV in a deed to George Hejtmanek and Barbara Hejtmanek recorded in Document No. 2014022501 of said Official Public Records, for an angle point in the east line of this tract;
10. S 20°27'47" E, 255.80 feet with the west line of said Hejtmanek tract to a 1/2" iron rod with pink cap stamped "TLS INC." set, marking an angle point in the west line of said Hejtmanek tract, for an angle point in the east line of this tract;
11. S 20°25'47" E, 736.23 feet with the west line of said Hejtmanek tract to a 1/2" iron rod found, marking the southwest corner of said Hejtmanek tract, for an angle point in the east line of this tract;
12. N 69°16'38" E, 1,022.60 feet with the south line of said Hejtmanek tract to a 1/2" iron rod found, marking an angle point in the south line of said Hejtmanek tract and the northwest corner of that 19.05 acre tract called Tract A in a deed to Marcus Group II, LLC, recorded in Document No. 2015039581, of said Official Public Records, for an angle point in the east line of this tract;

FIELD NOTES

JOB NO. 16301

DATE: JANUARY 18, 2017

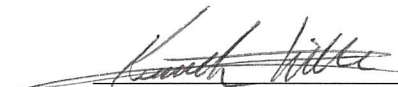
PAGE 3 OF 6

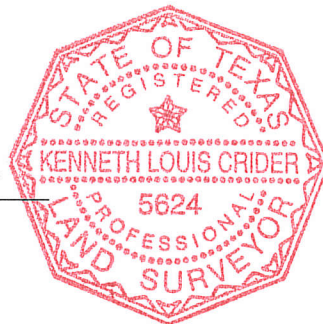
13. S 21°13'22" E, 683.25 feet with the west line of said Tract A to a 1/2" iron rod with pink cap stamped "TLS INC." set, marking the southwest corner of said Tract A and the northwest corner of that 15.49 acre tract called Tract B in said deed to Marcus Group II, LLC, for an angle point in the east line of this tract;
14. S 21°55'57" E, 669.34 feet in part with the west line of said Tract B and with the west line of that 0.24 acre tract called Tract C in said deed to Marcus Group II, LLC to a 1/2" iron rod with orange cap stamped "RPLS 5784" found in the north line of said Ronald Reagan Boulevard, marking the southwest corner of said Tract C, for the southeast corner of this tract;

THENCE: inside of said 501.59 acre tract with the north line of said Ronald Reagan Boulevard the following four (4) courses, for the south line of this tract:

1. N 64°55'55" W, 2,294.14 feet to a cotton spindle found, for an angle point in the south line of this tract;
2. 3,154.90 feet along a curve to the left (r= 3,580 feet, lc= S 89°49'07" W, 3,053.80 feet) to a 1/2" iron rod with orange cap stamped "RPLS 5784" found, for an angle point in the south line of this tract;
3. S 64°34'16" W, 487.50 feet to a "TXDOT" 3 inch brass disk in concrete found, for an angle point in the south line of this tract;
4. N 70°36'52" W, 184.32 feet to the point of beginning, containing 250.58 acres of land, more or less.

All Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83(93).


1-18-17
Kenneth Louis Crider, R.P.L.S. No. 5624
Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628



Texas Land Surveying, Inc.

-A Land Surveying and Geoscience Firm-
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200 GEOSCIENCE FIRM No. 50538

FIELD NOTES

JOB NO. 16301

DATE: JANUARY 18, 2016

PAGE 4 OF 6**TRACT 2****204.28 ACRES**

204.28 ACRES OF LAND OUT OF THE CHAS H. DELANEY SURVEY, ABSTRACT NO. 181 AND THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, IN WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THAT TRACT CALLED 501.59 ACRES IN A DEED TO PARMER RANCH PARTNERS, L.P. RECORDED UNDER DOCUMENT NO. 2002073008, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a "TXDOT" 3 inch brass disk in concrete found inside of said 501.59 acre tract in the south line of Ronald Reagan Boulevard (260' right-of-way), recorded in that deed to Williamson County, Texas under Document No. 2007026639 of said Official Public Records, for the northwest corner of this tract;

THENCE: inside of said 501.59 acre tract with the south line of said Ronald Reagan Boulevard the following three (3) courses:

1. N 64°33'21" E, 451.17 feet to a 1/2" iron rod with orange cap stamped "RPLS 5784" found, marking an angle point in the south line of said Ronald Reagan Boulevard, for an angle point in the north line of this tract;
2. 2,925.64 feet along a curve to the right (r= 3,320.00 feet, lc= N 89°49'16" E, 2,831.89 feet) to a 1/2" iron rod with illegible orange cap found, marking an angle point in the south line of said Ronald Reagan Boulevard, for an angle point in the north line of this tract;
3. S 64°55'55" E, 2,573.13 feet to a 1/2" iron rod with pink cap stamped "TLS INC." set in the east line of said 501.59 acre tract, marking the north corner of that tract conveyed to Circle B-Y Partners LTD. and Michelle Dube by deed recorded in Document No. 2012087245 of said Official Public Records, for the northeast corner of this tract;

THENCE: S 21°55'57" E 172.10 feet with the north line of said Circle B-Y Partners tract and the east line of said 501.59 acre tract to a 1/2" iron rod with pink cap stamped "TLS INC." set, marking an angle point in the north line of said Circle B-Y Partners tract, for the southeast corner of said 501.59 acre tract and this tract;

THENCE: with the south line of said 501.59 acre tract the following two (2) courses:

1. S 67°56'04" W, 2,464.98 feet in part with the north line of said Circle B-Y Partners tract and the north line of that tract called 13.82 acres in a deed to Mike Nations recorded in Document No. 1999072883 of said Official Public Records to a 1/2" iron rod found, marking an angle point in the north line of said Nations tract, for an angle point in the south line of this tract;
2. S 61°11'54" W, 43.03 feet to a 1/2" iron rod in concrete with orange cap stamped "RPLS 5784" found, marking an angle point in the east line of Ranch to Market Road 2338 (R.M. 2338) being recorded in said deed to Williamson County, Texas, for an angle point in the south line of this tract;

THENCE: into said 501.59 acre tract with the east line of said R.M. 2338 the following four (4) courses:

1. S 89°55'45" W, 870.55 feet to a "TXDOT" 3 inch brass disk in concrete found, for an angle point in the south line of this tract;

FIELD NOTES

JOB NO. 16301

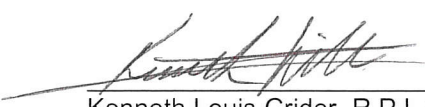
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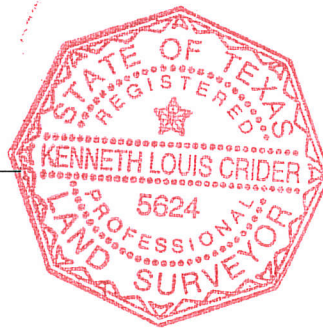
PAGE 5 OF 6

2. 1,128.40 feet along a curve to the right ($r= 1,660.00$ feet, $lc= N 70^{\circ}34'57'' W, 1,106.80$ feet) to a 1/2" iron rod in concrete with orange cap stamped "RPLS 5784" found, for the southwest corner of this tract;
3. $N 46^{\circ}31'43'' W, 1,237.18$ feet to a 2 inch pipe fence corner post found, for an angle point in the west line of this tract;
4. 847.58 feet along a curve to the right ($r= 5,925.00$ feet, $lc= N 40^{\circ}09'49'' W, 846.86$ feet) to a 1/2" iron rod with pink cap stamped "TLS INC." set at the intersection of the north line of said Ronald Reagan Boulevard and the east line of said R.M. 2338, for an angle point in the west line of this tract;

THENCE: $N 19^{\circ}46'15'' E, 136.77$ feet with the south line of said Ronald Reagan Boulevard to the point of beginning, containing 204.28 acres of land, more or less.

All Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83(93).

 1-18-17
Kenneth Louis Crider, R.P.L.S. No. 5624
Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628



Texas Land Surveying, Inc.

-A Land Surveying and Geoscience Firm-
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200 GEOSCIENCE FIRM No. 50538

Closure Report

JOB NO. 16301

DATE: August 30, 2016

PAGE 1 OF 2

Boundary Mapcheck 1: TRACT 1

Closure Summary

Precision, 1 part in: 2369436.33'
Error distance: 0.01'
Error direction: N 20° 18' 52" W
Area: 250.58 acres
Square area: 10915374.808
Perimeter: 18945.16'

Point of Beginning

Easting: 3091892.65'
Northing: 10242208.34'

Side 1: Curve

Curve direction: Clockwise
Radius: [5924.98']
Arc length: 1075.53'
Delta angle: 010°
Tangent: [539.24']
Chord direction: N 26° 05' 35" W
Chord angle: [154°]
Deflection angle: [-026°]
Chord distance: 1074.05'
Easting: 3091420.25'
Northing: 10243172.92'

Side 2: Line

Direction: N 20° 47' 37" W
Angle: [-180°]
Deflection angle: [000°]
Distance: 63.88'
Easting: 3091397.57'
Northing: 10243232.64'

Side 3: Line

Direction: S 69° 33' 46" W
Angle: [090°]
Deflection angle: [-090°]
Distance: 34.82'
Easting: 3091364.94'
Northing: 10243220.49'

Side 4: Line

Direction: N 20° 59' 41" W
Angle: [-091°]
Deflection angle: [089°]
Distance: 1257.94'
Easting: 3090914.24'
Northing: 10244394.92'

Side 5: Line

Direction: N 68° 21' 25" E
Angle: [-091°]
Deflection angle: [089°]
Distance: 3044.18'
Easting: 3093743.81'
Northing: 10245517.68'

Side 6: Line

Direction: S 22° 08' 13" E
Angle: [-090°]
Deflection angle: [090°]
Distance: 375.79'
Easting: 3093885.41'
Northing: 10245169.59'

Side 7: Line

Direction: S 22° 12' 46" E
Angle: [180°]
Deflection angle: [-000°]

Distance: 359.37'
Easting: 3094021.27'
Northing: 10244836.89'
Side 8: Line
Direction: S 22° 48' 07" E
Angle: [179°]
Deflection angle: [-001°]
Distance: 182.62'
Easting: 3094092.05'
Northing: 10244668.54'

Side 9: Line

Direction: S 21° 50' 53" E
Angle: [-179°]
Deflection angle: [001°]
Distance: 769.29'
Easting: 3094378.34'
Northing: 10243954.51'

Side 10: Line

Direction: N 69° 32' 24" E
Angle: [091°]
Deflection angle: [-089°]
Distance: 1093.87'
Easting: 3095403.20'
Northing: 10244336.87'

Side 11: Line

Direction: S 27° 18' 53" E
Angle: [-097°]
Deflection angle: [083°]
Distance: 133.42'
Easting: 3095464.42'
Northing: 10244218.33'

Side 12: Line

Direction: S 20° 33' 15" E
Angle: [-173°]
Deflection angle: [007°]
Distance: 616.42'
Easting: 3095680.84'
Northing: 10243641.15'

Side 13: Line

Direction: S 20° 34' 17" E
Angle: [180°]
Deflection angle: [-000°]
Distance: 357.47'
Easting: 3095806.45'
Northing: 10243306.47'

Side 14: Line

Direction: S 20° 13' 17" E
Angle: [-180°]
Deflection angle: [000°]
Distance: 92.48'
Easting: 3095838.42'
Northing: 10243219.69'

Side 15: Line

Direction: S 20° 27' 47" E
Angle: [180°]
Deflection angle: [-000°]
Distance: 255.80'
Easting: 3095927.84'
Northing: 10242980.04'

Side 16: Line

Direction: S 20° 25' 47" E

Closure Report

JOB NO. 16301

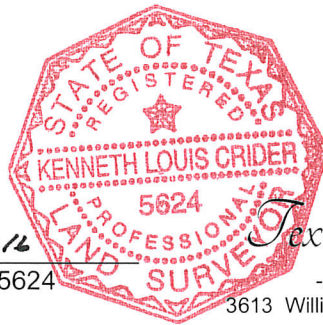
DATE: August 30, 2016

PAGE 2 OF 2

Angle: [-180°]
Deflection angle: [000°]
Distance: 736.23'
Easting: 3096184.83'
Northing: 10242290.11'
Side 17: Line
Direction: N 69° 16' 38" E
Angle: [090°]
Deflection angle: [-090°]
Distance: 1022.60'
Easting: 3097141.27'
Northing: 10242651.96'
Side 18: Line
Direction: S 21° 13' 22" E
Angle: [-090°]
Deflection angle: [090°]
Distance: 683.25'
Easting: 3097388.61'
Northing: 10242015.05'
Side 19: Line
Direction: S 21° 55' 57" E
Angle: [179°]
Deflection angle: [-001°]
Distance: 669.34'
Easting: 3097638.61'
Northing: 10241394.15'
Side 20: Line
Direction: N 64° 55' 55" W
Angle: [-043°]
Deflection angle: [137°]

Distance: 2294.14'
Easting: 3095560.57'
Northing: 10242366.16'
Side 21: Curve
Curve direction: Counter-clockwise
Radius: [3580.01']
Arc length: 3154.90'
Delta angle: 050°
Tangent: [1688.14']
Chord direction: S 89° 49' 07" W
Chord angle: [155°]
Deflection angle: [-025°]
Chord distance: 3053.80'
Easting: 3092506.78'
Northing: 10242356.50'
Side 22: Line
Direction: S 64° 34' 16" W
Angle: [180°]
Deflection angle: [-000°]
Distance: 487.50'
Easting: 3092066.51'
Northing: 10242147.17'
Side 23: Line
Direction: N 70° 36' 52" W
Angle: [-135°]
Deflection angle: [045°]
Distance: 184.32'
Easting: 3091892.64'
Northing: 10242208.35'

All Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83(93).



Kenneth Crider 8-30-16
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Closure Report

JOB NO. 16301

DATE: August 30, 2016

PAGE 1 OF 1

Boundary Mapcheck: TRACT 2

Closure Summary

Precision, 1 part in: 2340537.51'
Error distance: 0.01'
Error direction: N 65° 46' 08" E
Area: 204.28 acres
Square area: 8898487.111
Perimeter: 12850.53'

Point of Beginning

Easting: 3092211.02'
Northing: 10241927.93'

Side 1: Line

Direction: N 64° 33' 21" E
Angle: [-115°]
Deflection angle: [065°]
Distance: 451.17'
Easting: 3092618.42'
Northing: 10242121.76'

Side 2: Curve

Curve direction: Clockwise
Radius: [3320.00']
Arc length: 2925.64'
Delta angle: 050°
Tangent: [1565.46']
Chord direction: N 89° 49' 16" E
Chord angle: [-155°]
Deflection angle: [025°]
Chord distance: 2831.89'
Easting: 3095450.30'
Northing: 10242130.60'

Side 3: Line

Direction: S 64° 55' 55" E
Angle: [-180°]
Deflection angle: [000°]
Distance: 2573.13'
Easting: 3097781.06'
Northing: 10241040.38'

Side 4: Line

Direction: S 21° 55' 57" E
Angle: [-137°]
Deflection angle: [043°]
Distance: 172.10'
Easting: 3097845.34'
Northing: 10240880.74'

Side 5: Line

Direction: S 67° 56' 04" W
Angle: [-090°]
Deflection angle: [090°]
Distance: 2464.98'
Easting: 3095560.91'
Northing: 10239954.73'

Side 6: Line

Direction: S 61° 11' 54" W
Angle: [173°]
Deflection angle: [-007°]
Distance: 43.03'
Easting: 3095523.20'
Northing: 10239934.00'

Side 7: Line

Direction: S 89° 55' 45" W
Angle: [-151°]
Deflection angle: [029°]
Distance: 870.55'
Easting: 3094652.65'
Northing: 10239932.92'

Side 8: Curve

Curve direction: Clockwise
Radius: [1659.99']
Arc length: 1128.40'
Delta angle: 039°
Tangent: [586.98']
Chord direction: N 70° 34' 57" W
Chord angle: [-161°]
Deflection angle: [019°]
Chord distance: 1106.80'
Easting: 3093608.80'
Northing: 10240300.87'

Side 9: Line

Direction: N 46° 31' 43" W
Angle: [-175°]
Deflection angle: [005°]
Distance: 1237.18'
Easting: 3092710.96'
Northing: 10241152.05'

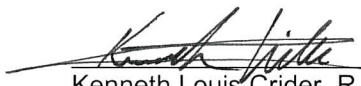
Side 10: Curve

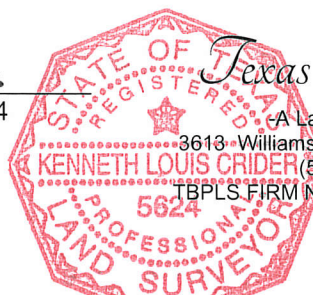
Curve direction: Clockwise
Radius: [5924.91']
Arc length: 847.58'
Delta angle: 008°
Tangent: [424.52']
Chord direction: N 40° 09' 49" W
Chord angle: [-174°]
Deflection angle: [006°]
Chord distance: 846.86'
Easting: 3092164.76'
Northing: 10241799.22'

Side 11: Line

Direction: N 19° 46' 15" E
Angle: [-124°]
Deflection angle: [056°]
Distance: 136.77'
Easting: 3092211.02'
Northing: 10241927.93'

All Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83(93).


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TBPLS FIRM No. 10056200 GEOSCIENCE FIRM No. 50538

EXHIBIT B
Sketch of the Land

EXHIBIT C
Finance Plan



Principal Amount	\$ 84,000,000											
	10/1/2031											
Dated Date	0.5											
Capitalized Interest (Years)	5.00%											
Interest Rate (1)	7,912,650											
Estimated Net to Developer (2)												
Tax Year	Proforma Debt Service											
	Assessed Valuation (3)	Capitalized Interest	Debt Requirements	Tax Rate/\$100 Valuation	Tax Collections @ 98%	Interest Earnings @ 1%	Ending Balance	Debt Service Coverage %				
2022	\$ 44,323,968	\$ 440,000	\$ 220,000	\$ 0.2500	\$ 108,594	\$ -	\$ 328,594	73%				
2023	90,420,895	460,000	450,000	0.5000	443,062	3,286	784,942	73%				
2024	138,361,699	829,500	1,074,318	0.7500	1,016,958	7,849	1,564,932	95%				
2025	201,009,590	587,250	1,652,214	0.8500	1,674,410	15,649	2,190,027	94%				
2026	282,767,789	749,625	2,327,911	0.8500	2,355,456	21,900	2,989,096	95%				
2027	377,507,487	603,250	3,155,758	0.8500	3,144,637	29,891	3,611,116	93%				
2028	449,359,258	449,000	3,875,870	0.8500	3,743,163	36,111	3,963,521	86%				
2029	530,294,570	253,000	4,583,658	0.8500	4,417,354	39,635	4,089,852	78%				
2030	599,250,384	215,500	5,242,064	0.8500	4,991,756	40,899	4,095,942	70%				
2031	680,057,511	227,375	5,890,513	0.8500	5,664,879	40,959	4,138,643	67%				
2032	743,087,071	-	6,188,329	0.8500	6,189,915	41,386	4,181,616	68%				
2033	786,787,565	-	6,188,329	0.8000	6,168,415	41,816	4,203,518	68%				
2034	786,787,565	-	6,188,329	0.8000	6,168,415	42,035	4,225,638	68%				
2035	786,787,565	-	6,188,329	0.8000	6,168,415	42,256	4,247,981	69%				
2036	786,787,565	-	6,188,329	0.8000	6,168,415	42,480	4,270,546	69%				
2037	786,787,565	-	6,188,329	0.8000	6,168,415	42,705	4,293,337	69%				
2038	786,787,565	-	6,188,329	0.8000	6,168,415	42,933	4,316,357	70%				
2039	786,787,565	-	6,188,329	0.8000	6,168,415	43,164	4,339,606	70%				
2040	786,787,565	-	6,188,329	0.8000	6,168,415	43,396	4,363,088	71%				
2041	786,787,565	-	6,188,329	0.8000	6,168,415	43,631	4,386,804	71%				
2042	786,787,565	-	6,188,329	0.8000	6,168,415	43,868	4,410,758	71%				
2043	786,787,565	-	6,188,329	0.8000	6,168,415	44,108	4,434,952	72%				
2044	786,787,565	-	6,188,329	0.8000	6,168,415	44,350	4,459,387	72%				
2045	786,787,565	-	6,188,329	0.7500	5,782,889	44,594	4,098,541	66%				
2046	786,787,565	-	6,188,329	0.7500	5,782,889	40,985	3,734,086	64%				
2047	786,787,565	-	5,862,127	0.7500	5,782,889	37,341	3,692,189	67%				
2048	786,787,565	-	5,528,761	0.6500	5,011,837	36,922	3,212,187	65%				
2049	786,787,565	-	4,927,614	0.5500	4,240,785	32,122	2,557,479	59%				
2050	786,787,565	-	4,360,167	0.5000	3,855,259	25,575	2,078,146	62%				
2051	786,787,565	-	2,883,255	0.2575	1,985,458	20,781	1,201,131	70%				
2052	786,787,565	-	2,008,893	0.2000	1,542,104	12,011	746,352	55%				
2053	786,787,565	-	1,358,105	0.1000	771,052	7,464	166,763	27%				
2054	786,787,565	-	624,699	0.0810	624,699	1,668	168,431	NA				
2055	786,787,565	-	-	-	-	1,684	170,115	NA				
2056	786,787,565	-	-	-	-	1,701	171,816	NA				
2057	786,787,565	-	-	-	-	1,718	173,534	NA				
2058	786,787,565	-	-	-	-	1,735	175,270	NA				
2059	786,787,565	-	-	-	-	1,753	177,022	NA				
2060	786,787,565	-	-	-	-	1,770	178,792	NA				
2061	786,787,565	-	-	-	-	1,788	180,580	NA				
2062	786,787,565	-	-	-	-	1,806	182,386	NA				

(1) Interest rates are subject to actual rates prevailing at time of bond sale. Third bond series and later expected to be rated investment grade.

(2) Actual net proceeds subject to TCEQ approval of eligible projects and actual non-construction costs.

(3) Provided by Developer, subject to actual WCAD certification.

EXHIBIT D
Land Plan

LAND USE SUMMARY				
RESIDENTIAL	ACRES	DENSITY(A)	UNITS	LUE
Single Family	240.2 AC.	4.25 du/ac	1,021 units	1,021
Cluster Product	28.2 AC.	5.28 du/ac	149 units	149
Sub-Total:	268.4 AC.		1,170 units	
MIXED USE*	44.37 AC.		600 units	787
MIXED USE (NO MULTI FAMILY)	55.5 AC.			
AMENITY CENTERS	4.5 AC.			30
MAJORROW	19.7 AC.			
SCHOOL	15.1 AC.			60
OPEN SPACE**	47.13 AC.			
Notes:	TOTAL	454.7 AC.	1,770 UNITS	2,047 LUE

● ● ● ● TRAILS, TYP.

* Up to 600 Multi-Family Units Allowed

** Open space includes detention/water quality, parks, greenbelts, enhanced lakes, easements and buffers

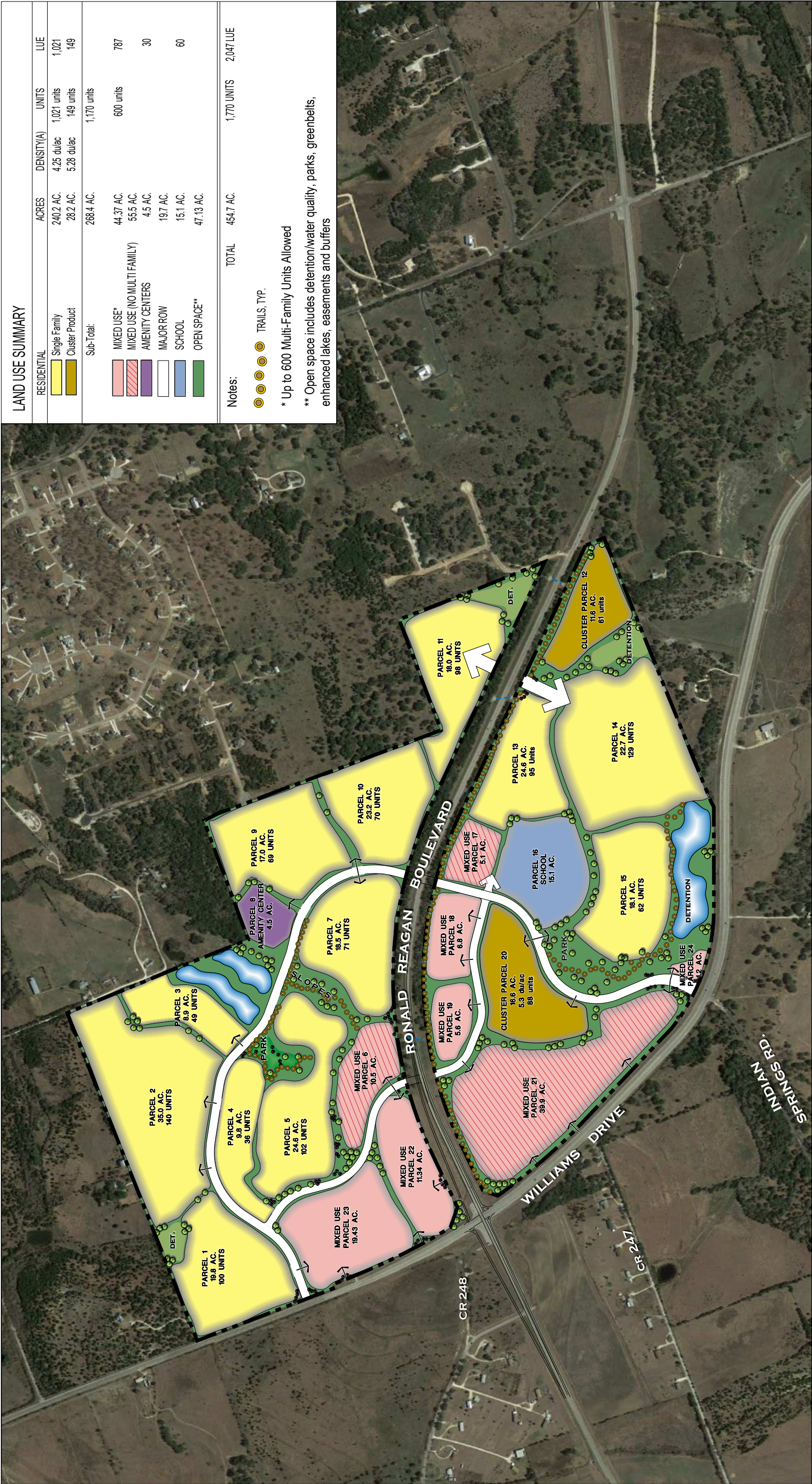


EXHIBIT D
AMENDED LAND PLAN

PARMER RANCH
GEORGETOWN, TEXAS

EXHIBIT E-1
Land Development Standards

EXHIBIT E-1

Parmer Ranch Land Development Standards

Purpose: In the event of a conflict between the UDC and this Exhibit or this Exhibit and the approved Consent Agreement, this Exhibit shall control. For sake of clarity, the term Development Area in this document refers to the categories listed in the Land Use Summary table shown on Exhibit D, “Amended Land Plan”.

1. Land Use Regulations: Land uses permitted in the Development Areas shall be consistent with the land uses permitted in the corresponding Zoning Districts listed in Table 1.b-1 below, as such uses are set forth in the UDC in effect at the date of this agreement, are permitted by right for areas shown on Exhibit D, (Land Plan).
 - a. Manufacturing, Processing and Assembly General are prohibited uses
 - b. Maximum of 30% of gross land designated as Mixed Use on the Land Plan can be used as multi-family

Table 1.b-1: Northwest Williamson County MUD #2 Allowable Uses		
Development Area	Zoning Districts	Area (acres)
Single Family*	RS, TH, PF	240.2
Cluster Product	RS, TF, TH, MF-1	28.2
Mixed Use	C-1, C-3 ,CN, MU, MF-2, MF-1, PF	44.37
Mixed Use (No Multi-Family)	C-1, C-3, CN, OF, BP, PF	55.9
Amenity Center		4.5
School		15.1
Parks/Trails/Open Space		47.13
Major ROW		19.7
	Total Area	454.7

**Middle School use is allowable in the Single-family parcels without further approval*

EXHIBIT E-1

Parmer Ranch Land Development Standards

2. Residential Standards

- a. Residential Development Plan: There will be a maximum of 1,170 single family residential units located in the Single-Family and Cluster Development Areas at final buildout. To provide a variety of housing types and lot sizes, the Parmer Ranch master development will deliver residential lots ranging from thirty-four (34) to sixty (60) feet in lot width, measured at the street frontage and provided as both fee simple lots and residential for sale condos. Additionally, the final buildout will be subject to the following restrictions:
 - i. A maximum of thirty-five percent (35%) of total single family lots can be a minimum of forty feet 40' feet wide.
 - ii. A maximum of 5% of total single family lots can be less than 40' if served by an alley.
 - iii. A minimum of ten percent (10%) of the total single family lots will be at least sixty (60) feet in width.
 - iv. Any lot size is allowed in any Single-Family Development Area so long as the overall lot mix as stated above.
- b. Residential Architectural Design Standards: All minimum requirements pertaining to residential lot size, setbacks, building height, and architectural standards are subject to the restrictions described below and set forth on Table 2.1.
 - i. Architectural Standards for Single Family and Cluster parcels
 1. Exterior Material Treatment:
 - a. At least 85% of the exterior surface area of all front elevations, all street facing elevations, and all elevations facing public/private parkland shall consist of brick, stone, or stucco (exclusive of windows, doors or other openings):
 - b. The side and rear elevations not facing a public right-of-way shall consist of at least 50% brick, stone or stucco on the first floor (exclusive of windows, doors or other openings) and brick, stone, stucco or cement based siding on the second floor; and

EXHIBIT E-1

Parmer Ranch Land Development Standards

- c. Street facing side of homes that back onto or are adjacent to arterial roads or residential collectors shall consist of 85% brick, stone or stucco on street facing side (exclusive of windows, doors or other openings).
- d. Residential Similarity Requirements of Section Sec. 6.02.050 of the UDC in force at the time approval of this agreement.

2. Front Elevation Features

- a. The front elevation of all homes shall contain wall plane articulation. No elevations shall be a single wall plane across the entire width of the front elevation.
- b. Each front elevation shall contain two or more masonry finishes to complement the architectural style of the home.
- c. At least a minimum of two (2) of the following design options shall be incorporated into front elevations and included on the architectural plans submitted for building permits:
 - i. Covered front porch or patio with a minimum size of sixty (60) square feet;
 - ii. A garage door recessed from the primary front facade a minimum of two feet (2'-0") for garage doors that face the front street;
 - iii. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);
 - iv. Shed roof or trellis (at least 18" deep) above the garage door;
 - v. A combination of at least two (2) roof types (e.g. hip and gable) or two (2) different roof planes of varying height and/or direction;
 - vi. Front-loaded garages shall be set back a minimum of 25 feet from the street lot line.
 - vii. The addition of one or more dormers on the front elevation to compliment the architectural style of the home.
 - viii. A side-entry or swing-in garage entry (for garage doors that do not face the front street).

EXHIBIT E-1

Parmer Ranch Land Development Standards

3. Overhangs

- a. Roof overhang of 18" permitted within side setback.

Table 2.1 – Residential Lot Development Standards						
Parcel Type	Single Family & Cluster Parcels				Cluster Parcels	
Minimum Lot width (ft.)	40	50	60	Duplex	Townhome	Multifamily
Lot Size, min (sf)	3,800	5,500	7,200	6,000	6,000	12,000
Area Per Dwelling Unit	1,200	1,200	1,500	2,000	2,000	-
Units per Structure, Max	1	1	1	2	8	No Limit
Lot Width, min. (ft)	40	50	60	50	66	40
Front Setback, min (ft)	20	20	20	15	10	15
Side Setback, min (ft)	5	5	5	5	10	15
Rear Setback, minimum feet	10	10	10	10	10	15
Side/Rear Street Setback, min (ft)	10	10	10	10	10	15
Impervious Cover, max (%)	65	60	60	70	70	70
Building Height, max (ft)	35	35	35	35	40	60

Notes:

1. Townhome internal side setback – 0; External side setback 10'
2. If minimum side setback is five (5) feet or building separation is ten (10) feet, fire flow requirements must increase to 1,500 gallons
3. Ten (10) foot building separation for detached condo
4. Front Lot width to be measured at front building setback

EXHIBIT E-1

Parmer Ranch Land Development Standards

3. Pedestrian and Vehicle Circulation:

- a. UDC Sec. 12.02.010 (pedestrian and bicycle mobility)
- b. Streets right of ways within the Land shall be regulated by the right of way and pavement widths outlined in Section 12.03.020 of the 2014 Unified Development Code.

Table 3.b-1: Street Sections		
Street Type	Right of Way Width	Pavement Width
Local Streets	50 feet	28 feet (if parking on one side) 32 feet (if parking on both sides)
Residential Collector	65 feet	37 feet
Minor Arterial	110 feet	82 feet
Major Collector	73 feet	45 feet

- c. Horizontal Curves: The following table outlines the minimum horizontal curve radius for each roadway Classification.

Table 3.c-1: Minimum Horizontal Curves	
Design Standard	Horizontal Curve (minimum ft.)
Local Residential	250*
Residential Collector	300 feet
Minor Arterial	470 feet
Major Collector	300 feet

*Centerline radius on local residential streets may have a horizontal curve of less than 250 feet (but not less than 200 feet) if (i) speed limit signs for 25 mph are installed, and (ii) if at least one of the following conditions are met:

- The local residential street is a Cul-de-sac street that is 600 feet or less in length
- The local residential street has a block length of 900 feet or less
- When necessary to avoid significant trees or topographic constraints, as approved by the Planning Director.

EXHIBIT E-1

Parmer Ranch Land Development Standards

- d. Local Streets: Residential local streets may be 28' of pavement (face of curb to face of curb) with parking allowed on one side of the local street. A sign will be placed at all entries into each residential neighborhood stating that parking is restricted to one side of the street. Final sign language will be determined and agreed to by the City and Applicant prior to installation. 32' boc to boc, if parking on both sides
- 4. Signage: A Master Sign Plan must be submitted to the City for review and approval with the application for the first preliminary plat for the Land. The following guidelines will govern the Master Sign Plan:
 - a. Williams Drive — 3 primary entry monument signs allowed
 - b. Ronald Reagan — 4 primary entry monument signs allowed
 - c. Sign area for the primary monument signs may be up to 250 square feet
- 5. Street Yard Design
 - a. All unloaded Collector level or higher roadways with single-family homes backing up to the ROW shall have a minimum 6' masonry wall with columns spaced a minimum of 250' on center.
 - b. A minimum 10' wide parkway shall be provided outside of the right of way for street trees and landscaping.

EXHIBIT E-1

Parmer Ranch Land Development Standards

6. Mixed Use Parcel Design Standards: All commercial and mixed use areas of the Land will conform with Chapter 7, Non Residential Development Standards and Chapter 8.04, Non-Residential Landscaping Requirements, of UDC in effect at the time of approval of this Amendment.

Table 8-1: Mixed Use Parcel Development Standards	
Lot Width, minimum feet	50
Front Setback, minimum feet	25
Front Setback, build-to option	-
Side Setback, minimum feet	10
Side setback to residential district, minimum feet	15
Rear Setback, minimum feet	10
Rear Setback to Residential district, minimum feet	25
Building Height, maximum feet	60
Bufferyards	Refer to Section 8.04 of UDC for Bufferyard Requirements
Landscaping	Refer to Chapter 8 of UDC for Minimum Landscape Requirements
Impervious Coverage	Refer to Section 11.02 for Impervious Coverage Requirements

EXHIBIT E-2
Tree Preservation Standards

PARMER RANCH TREE PRESERVATION GUIDELINES

Tree Preservation and removal guidelines will be consistent with the UDC regulations as of March 1, 2019, except as shown on this exhibit regarding Parcels 6, 19, 20, and 21:

1. Definition of Trees and Mitigation Ratios:

- a. **Heritage Tree Credit Trees:** A Protected Tree species as defined by the UDC and with a size ranging from 18 inches to 26 inches.
- b. **Credit Trees:** As defined in Chapter 8.02.030 of the UDC, Existing trees with a DBH of at least six inches and no more than 12 inches.

2. Tree Preservation Plan:

A Tree Preservation Plan will be created for each Preliminary Plat, Construction Plan, Final Plat and Site Development Plan and reviewed in the context of its related Preliminary Plat. The Tree Preservation Plan will be submitted and reviewed during the platting, construction and site plan review processes for mixed-use (commercial or multi-family) tracts within Parcels 6, 19, 20, and 21. The Tree Preservation Plan will state the following:

- a. Trees to remove
- b. Trees to remain
- c. A calculation of mitigation requirements for trees removed
- d. A calculation for credits earned by preserving Credit Trees
- e. A calculation of total credits earned for Parcels 6, 19, 20, and 21 plats
- f. A calculation of total credits used on Parcels 6, 19, 20, and 21 plats
- g. A calculation of available credits for use on the current Final Plat and/or Site Development Plan of Parcels 6, 19, 20, and 21.
- h. A demonstration of credits to be applied to the current Final Plat and/or Site Development Plan with a reference plan of existing planned credit application.
- i. A calculation of remaining credits for future use on Parcels 6, 19, 20, and/or 21

3. Tree Removal Allowances:

The applicant will be allowed to remove the following percentage of trees within the Tree Preservation Plan of Parcels 6, 19, 20, and 21 and adjacent collector roadway rights-of-way (ROW) subject to the mitigation requirements and Heritage Tree Credit Tree provisions which follow:

- a. 20% of Heritage Trees with a DBH of 26-inches or greater can be removed within a Tree Plan without any further approval from the City.
- b. Preservation priority will be given to single trunk Heritage Trees.
- c. 80% of Protected Trees with a DBH of 12-inches or greater can be removed within a Tree Plan without any further approval from the City.
- d. Collector roadway ROW is exempt from Heritage Tree requirements and any trees removed shall not be included in the percentages listed above

PARMER RANCH TREE PRESERVATION GUIDELINES

4. Heritage Tree Credit Trees:

- a. Existing single-trunk trees located within the Preliminary Plat, Construction Plan, Final Plat and Site Development Plan boundaries being reviewed within the following areas will also count as Credit Trees on Parcels 6, 19, 20, and 21:
 - i. Trees located within Parmer Ranch's collector roadways and directly adjacent to Parcels 6, 19, 20, and 21, but no wider than said parcel's linear street frontage, can be counted as Credit Trees for said parcels.
 - ii. Landscape/Open Space lots
 - iii. Parking lots
 - iv. Private parks, trails, and open areas
 - v. Residential Streetyard Lots within Preliminary Plat being reviewed
 - vi. No credit will be given for trees within the existing *TXDOT or COG/County ROW*.
 - b. Heritage Tree Credit Trees preserved may be used for Mitigation requirements within the Tree Plan of the applicable Site Development Plan regarding Parcels 6, 19, 20, and 21 as follows:
 - i. Can be applied towards a max fifty percent (50%) of the required mitigation inches for Heritage Tree removals after Section 2 (above), with the overall Tree Plan for the applicable Final Plat and Site Development Plan.
 - ii. Only apply to required mitigation inches of Heritage Tree removals within the overall Tree Plan for the applicable Final Plat and Site Development Plan.
5. Tree Plans shall be provided at Preliminary Plat and all subsequent Construction Plans, Final Plat, and Site Development Plans within the same Preliminary Plat for review. Should Final plats or Site Development Plans within Parcels 6, 19, 20, and 21 have excess Credits, these Credits may only be used in subsequent Tree Plans regarding Parcels 6, 19, 20, and 21 to offset Mitigation in subsequent submittals.

EXHIBIT E-3
Tree Preservation Sensitive Areas

LAND USE SUMMARY		
RESIDENTIAL		ACRES
<div></div> TREE PRESERVATION*		82.96 AC.
Notes:		TOTAL 82.96 AC.
* Parcels that must comply with alternative tree preservation guidelines. All other Development Areas and Open Space Areas are subject to the tree preservation standards found in the UDC		

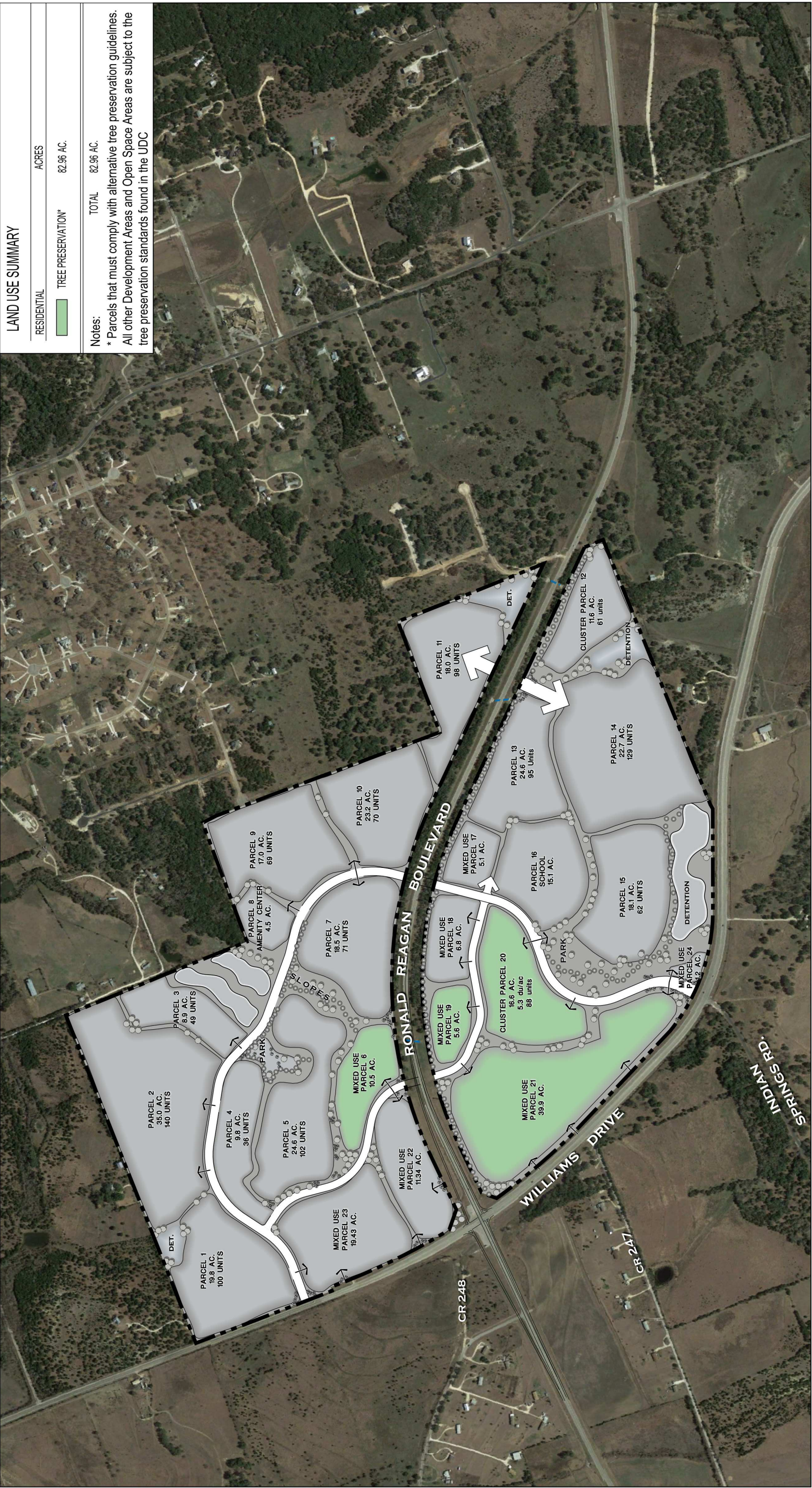


EXHIBIT E-3
TREE PRESERVATION - SENSITIVE AREAS

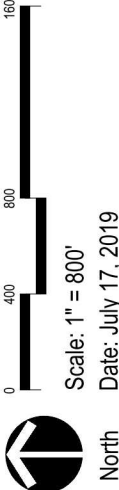


EXHIBIT F
Partial Assignment of Receivables Agreement

AMENDED AND RESTATED PARTIAL ASSIGNMENT OF RECEIVABLES

Parmer Ranch Partners, L.P., a Texas limited partnership, 4718 Mill Creek, Dallas, TX 75244, (the "Assignor") has entered into a Development Financing Agreement (the "Financing Agreement") with **Northwest Williamson County Municipal Utility District No. 2** ("District") in connection with the design and construction of certain water, sewer, drainage, water quality, road and other facilities on the condition that the Assignor will be reimbursed in the future from the sale of bonds issued by the District for such purposes, subject to the terms and conditions of the Financing Agreement.

Assignor has heretofore entered into that certain "Partial Assignment of Receivables dated _____ and recorded as Document No. _____ in the Official Records of Williamson County, Texas (the "Prior Partial Assignment"). This "Amended and Restated Partial Assignment of Receivables" completely replaces and supersedes the Prior Partial Assignment.

In lieu of the Prior Partial Assignment, Assignor hereby assigns EIGHT PERCENT (8%) of the proceeds received from the District through the issuance of every series of bonds issued by the District ("Funds") to the **City of Georgetown, Texas** ("Assignee") in satisfaction of the requirements of Section 5.04 of the _____ 2020 Amended and Restated Consent Agreement by and between the Assignor, the Assignee and the District.

The District and the Assignor shall ensure that each installment payment will be paid to the City in conjunction and simultaneously with the Owner's reimbursement from the bonds.

Assignor and Assignee agrees that this partial assignment of the Funds shall terminate at such time as the District is dissolved. Assignor and Assignee shall file an executed termination of partial assignment with the District at such time.

By execution of this instrument, Assignee hereby accepts such assignment and assumes all of Assignor's rights, title, and interests in and to the Funds, and instructs the District to pay the Funds to the Assignee rather than the Assignor, subject to and in accordance with the terms and conditions of the agreement between the District and the Assignor.

Executed to be effective on the _____ day of _____, 2020.

(signatures follow)

ASSIGNOR:

Parmer Ranch Partners, L.P., a Texas limited partnership

By: Owen Holdings Inc., a Texas corporation, its general partner

By: _____
Joe R. Owen, President

Date:_____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me the ____ day of _____, 20-_, by Joe R. Owen, in his capacity as president of Owen Holdings, Inc., a Texas corporation, the general partner of Parmer Ranch Partners, L.P., a Texas limited partnership, on behalf of Parmer Ranch Partners, L.P.

Notary Public Signature

Printed Name:_____

My Commission Expires:_____

The Assignee hereby accepts the Amended and Restated Partial Assignment of Receivables.

Executed this the _____ day of _____, 2020.

ASSIGNEE:

CITY OF GEORGETOWN, TEXAS

By: _____
_____ Mayor

ATTEST:

By: _____
_____ City Secretary

The District hereby consents to the Amended and Restated Partial Assignment of Receivables.

Executed this the _____ day of _____, 2020.

**NORTHWEST WILLIAMSON COUNTY
MUNICIPAL UTILITY DISTRICT NO. 2**

By: _____
_____, Board President

ATTEST:

Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 201_, by _____, President of Northwest Williamson County Municipal Utility District No. 2, a special district formed and operating under Chapters 49 and 54 of the Texas Water Code.

Notary Public Signature
Printed Name: _____
My Commission Expires: _____

EXHIBIT G
Preliminary Engineering Report

ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626	WEB STEGERBIZZELL.COM		PHONE 512.930.9412
			FAX 512.930.9416
TEXAS REGISTERED ENGINEERING FIRM F-181		SERVICES > > ENGINEERS > > PLANNERS > > SURVEYORS	

PRELIMINARY ENGINEERING REPORT

PARMER RANCH NORTHWEST WILLIAMSON COUNTY MUD #2

October 2015

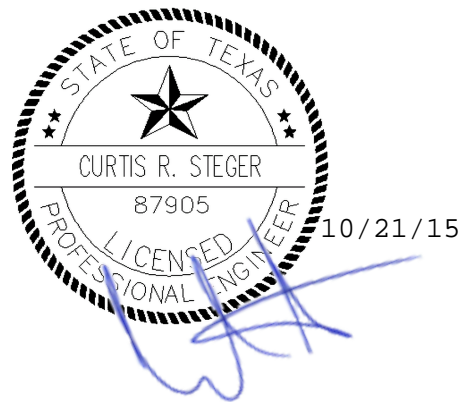
Project No. 22223

Prepared by
STEGER BIZZELL
 Texas Registered Engineering Firm F-181
 Consulting Engineers - Georgetown, Texas

Parmer Ranch
Northwest Williamson County MUD #2

**PRELIMINARY
ENGINEERING
REPORT**

October 21, 2015



Prepared By:
Steger Bizzell
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412 voice

JOB NO. 20870

Parmer Ranch - Northwest Williamson County MUD #2

Scope

The intent of this report is to fulfill the requirements of Section 13.10.0400 of the city of Georgetown Unified Development Code. This includes providing a preliminary water availability study, preliminary wastewater treatment availability, preliminary drainage study, preliminary identification of roads for bond reimbursement, preliminary cost estimates for the water, wastewater, drainage, and roadway reimbursement, emergency services protection measures, development buildout schedule, and preliminary traffic study. Each of these topics is discussed in this report.

Introduction

The proposed site of Parmer Ranch, a portion of Northwest Williamson County MUD #2, is located in the City of Georgetown ETJ at the intersection of Ronald Reagan Blvd. and Williams Drive (RM 2338). The site will be developed with single family and multi-family, as well as commercial tracts. A general location map of the site is shown in Figure 1, which depicts the district boundary and a vicinity map in accordance with 13.10.040.G. A master development plan showing the general layout of the proposed land uses, major streets, roads, and drainage facilities in accordance with 13.10.040.C is shown in Figure 2.

Preliminary Water Availability

The proposed site of Parmer Ranch is located within the CCN boundary of Chisholm Trail SUD (CTSUD) which is currently being acquired by the City of Georgetown. The water transmission facilities at the intersection of Ronald Reagan Blvd. and Williams Drive have recently been upgraded with a 16-inch diameter main. In addition, transmission system improvements have been identified along Ronald Reagan Blvd. The City's CIP shows that a 24-inch diameter transmission main is planned, which will provide improved service for the property. This infrastructure is planned to support the expected development of the Ronald Reagan Blvd./Williams Drive area as well as the western City of Georgetown ETJ. The MUD reimbursement cost estimate for the water infrastructure is included in Attachment 1.

Preliminary Wastewater Treatment Availability

The proposed Parmer Ranch will receive wastewater treatment from the City of Georgetown. This will be accomplished with the construction of offsite improvements including collection and pumping facilities that will send water to the City's proposed North Lands WWTP. The wastewater reimbursement cost estimate is included in Attachment 2.

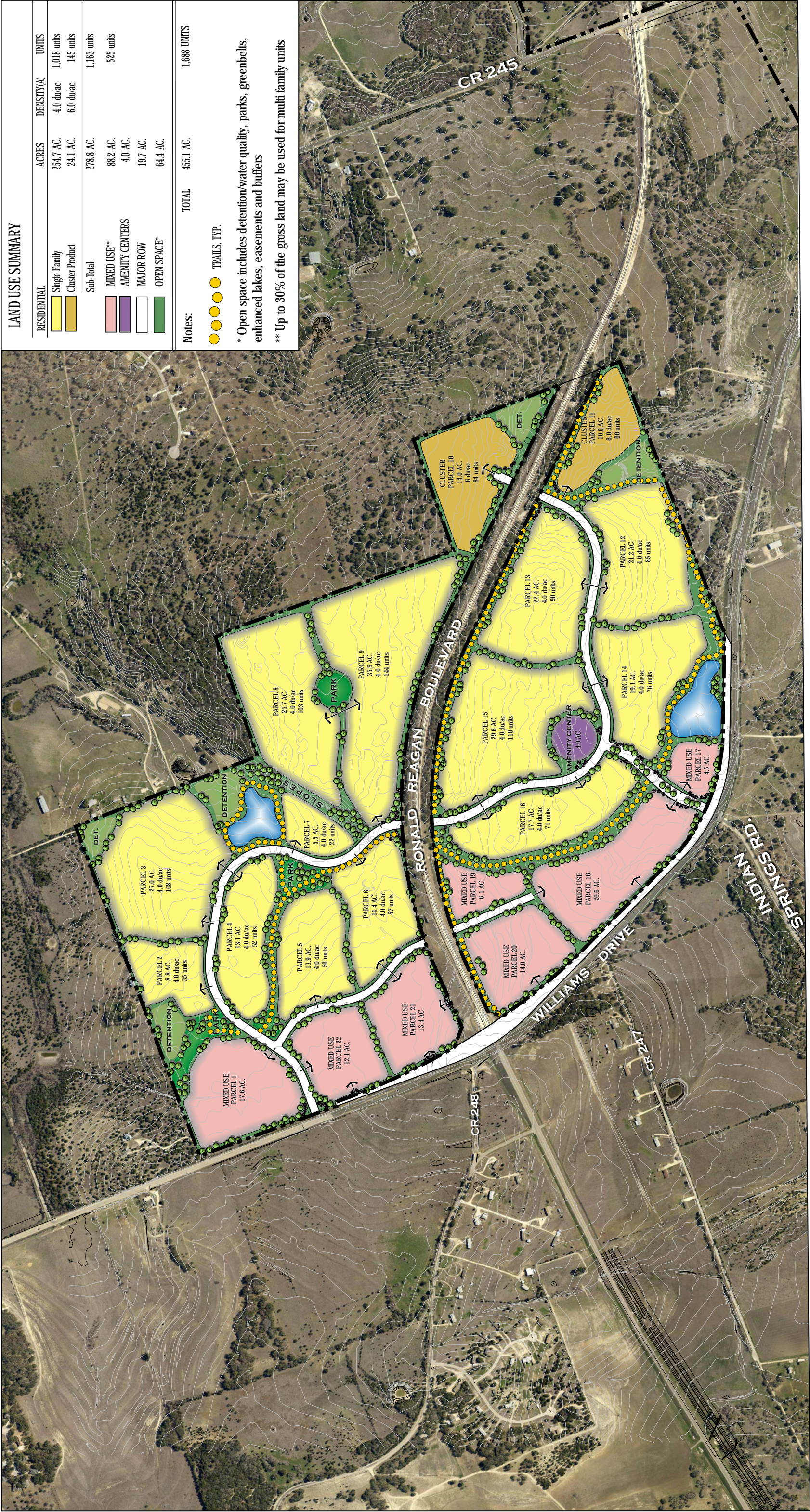
LAND USE SUMMARY

RESIDENTIAL	ACRES	DENSITY(A)	UNITS
Single Family	254.7 AC.	4.0 du/ac	1,018 units
Cluster Product	24.1 AC.	6.0 du/ac	145 units
Sub-Total:	278.8 AC.		1,163 units
MIXED USE**	88.2 AC.		525 units
AMENITY CENTERS	4.0 AC.		
MAJOR ROW	19.7 AC.		
OPEN SPACE*	64.4 AC.		
Notes:	TOTAL	455.1 AC.	1,688 UNITS

TRAILS, TYP.

* Open space includes detention/water quality, parks, greenbelts, enhanced lakes, easements and buffers

** Up to 30% of the gross land may be used for multi family units



North

04008001600

Scale: 1" = 800'

October 1, 2015

Preliminary Drainage Study

It is anticipated that a development agreement for the tract would be negotiated to allow development with the same intensity as currently allowed in the City of Georgetown Unified Development Code. Therefore, it is assumed that the single family portions would be developed to 45 percent impervious cover. Multi-family development would be allowed to develop to 50% impervious cover and commercial would be allowed to develop to 56% in accordance with 11.02.010.A.1.

This site is generally located along the watershed divide between Berry Creek to the north and Cowan Creek to the south. Very little flow is generated offsite because it is located along the divide. This report does not analyze the impact of offsite flow on conveyance or detention facilities.

A drainage area map with two foot contours (minimum) and Qs for the 25 and 100 year storms under existing and developed conditions is shown in Attachment 3. Drainage calculations for the 25 and 100-year frequency storms for both existing and developed conditions are included in this report. The Rational Method was utilized to determine runoff. The runoff coefficients (C) were determined using Table 3-1 from the City of Georgetown Drainage Criteria Manual (2004). Existing Conditions were assumed to be Pasture/Range, 0-2% slopes with a coefficient of 0.41 for the 100-year storm and 0.35 for the 25-year storm. Impervious cover in developed conditions was assumed to be 0.96. Coefficients were weighted based on the percentage of impervious cover for the various development intensities, commercial or residential.

Manning's "n" values were taken from Table 3-2 of the same drainage manual. For the existing conditions, a "n" value of 0.2 was used. This value is representative of 50-90% vegetative ground cover. The vegetation on the site is closer to the 90% value. A composite "n" of 0.12 was used for developed conditions in sheet and shallow concentrated flow. This is representative of 56% impervious cover and 44% ground cover in good condition.

The composite Runoff Coefficient (C) for proposed developed conditions was obtained by adding the proposed value of 56% impervious cover times a C value of 0.96 plus 44% pervious cover times a C value of 0.41. This resulted in a composite C of 0.66 for the 25-year return period. A composite C value of 0.72 was computed for the 100-year return period utilizing the same method. For developed conditions, a slope of 0-2% was assumed.

The results of the Rational Method analysis of drainage areas with the limits of Parmer Ranch predict that there will be an increase in flow due to the development of the subdivision. The peak flow in the Berry Creek watershed for the 25-year Storm will increase by approximately 238 cfs, while the peak flow in the Cowan Creek watershed for the 25-year Storm will increase by approximately 421 cfs. The peak flow in the Berry Creek watershed for the 100-year Storm will increase by approximately 285 cfs, while the peak flow in the Cowan Creek watershed for the 25-year Storm will increase by approximately 499 cfs. The time of concentration calculations and rational method runoff calculations are shown in Attachment 4.

Preliminary Traffic Study

The Parmer Ranch Development consists of approximately 1163 single family lots, 88.2 acres of mixed use development, including multi-family, as well as commercial, retail, restaurant, and convenience use. It is recommended that trip generation for land use areas that do not have a site plan that identifies specific land uses and development intensities is accomplished by using the ITE Trip Generation Handbook. Chapter 6 of the handbook, titled "Estimating Trip Generation for Generalized Land Uses" suggests that an order of magnitude analysis can be calculated based on the potential mix of land uses, gross square footage of commercial or dwelling units/acre for multi-family, and estimating the number of trips generated for each use. The multi-family site of 21 acres is estimated at a development intensity of 25 units/acre for a total of 525 units in the development. Based on a FAR of 0.35, which is similar to nearby planned projects, 15,246 sf/acre is assumed for the gross floor area (GFA) for the commercial/retail/ restaurant/convenience use. This equates to a total commercial development of 1,024,532 s.f. Based on similar commercial/retail/restaurant/convenience uses in the Georgetown area, the following development mixes are anticipated for this development:

Use	Percentage	GFA (s.f.)
Shopping Center	70%	717,172
Supermarket	20%	204,906
Drive-In Restaurant	2%	20,491
High Turnover Restaurant	4%	40,981
Quality Restaurant	2%	20,491
Convenience Market	2%	20,491
Total	100%	1,024,532

The ITE Technical Council Committee 6A6 Information Report suggests the following average weekday vehicle trip end rates:

Use	Trips Generated	Units	Total Trips
Residential	10.0/Unit	1,163	11,630
Multi-family	6.1/Unit	525	3,203
Shopping Center	116.0/1000 GSF	717,172	83,192
Supermarket	125.0/1000 GSF	204,906	25,613
Drive-In Restaurant	553.0/1000 GSF	20,491	11,332
High Turnover Restaurant	164.4/1000 GSF	40,981	6,737
Quality Restaurant	56.3/1000 GSF	20,491	1,154
Convenience Market	578.0/1000 GSF	20,491	11,844
TOTAL			154,705

Based on these assumptions, the estimated trips generated by the development is 154,705 trips/day. The adjacent roadway network consists of Ronald Reagan Boulevard and Williams Drive. These roads are capable of supporting this level of development.

Attachments

Attachment 1- Preliminary Cost Estimates for Water Facilities
Attachment 2- Preliminary Cost Estimates for Wastewater Facilities
Attachment 3- Drainage Area Map
Attachment 4- Rational Method Runoff calculations
Attachment 5- Preliminary Cost Estimates for Drainage Facilities
Attachment 6- Preliminary Cost Estimates for Road Facilities
Attachment 7- Gas Utility Improvements
Attachment 8- Preliminary Cost Summary/Bond Proforma

ATTACHMENT 1

Preliminary Cost Estimates for Water Facilities

ATTACHMENT 1
PARMER RANCH PARTNERS, L.P.
PARMER RANCH - NORTHWEST WILLIAMSON COUNTY M.U.D. No. 1

Water Improvements Preliminary Cost Estimate
Date: September 8, 2015

Item No.	Description	Estimated Quantity	Unit		Unit Price	Total Price
1.	12" Water Line	30617	I.f.	@	70.00	2,143,190.00
2.	8" Water Line	33711	I.f.	@	50.00	1,685,550.00
3.	12" Gate Valve	39	ea.	@	4,200.00	163,800.00
4.	8" Gate Valve	79	ea.	@	2,200.00	173,800.00
5.	6" Gate Valve	119	ea.	@	2,800.00	333,200.00
6.	Fire Hydrant	110	ea.	@	5,500.00	605,000.00
7.	24" Road Bore	1000	I.f.	@	350.00	350,000.00
8.	12" Wet Connection	2	ea.	@	5,000.00	10,000.00
9.	20" Wet Connection	1	ea.	@	7,500.00	7,500.00
10.	Master Meter	2	ea.	@	45.00	90.00
11.	Ductile Iron Fittings	60442	lb.	@	7.00	423,094.00
12.	Double Service	430	ea.	@	1,700.00	731,000.00
13.	Single Service	430	ea.	@	1,500.00	645,000.00
14.	Georgetown Water Impact Fees	1220	ea.	@	7,039.00	8,587,580.00
<hr/> Total Water Improvements						<hr/> \$ 15,858,804.00

ATTACHMENT 2

Preliminary Cost Estimates for Wastewater Facilities

ATTACHMENT 2
PARMER RANCH PARTNERS, L.P.
PARMER RANCH - NORTHWEST WILLIAMSON COUNTY M.U.D. No. 1

Wastewater Improvements Preliminary Cost Estimate
Date: September 8, 2015

WASTEWATER COLLECTION IMPROVEMENTS

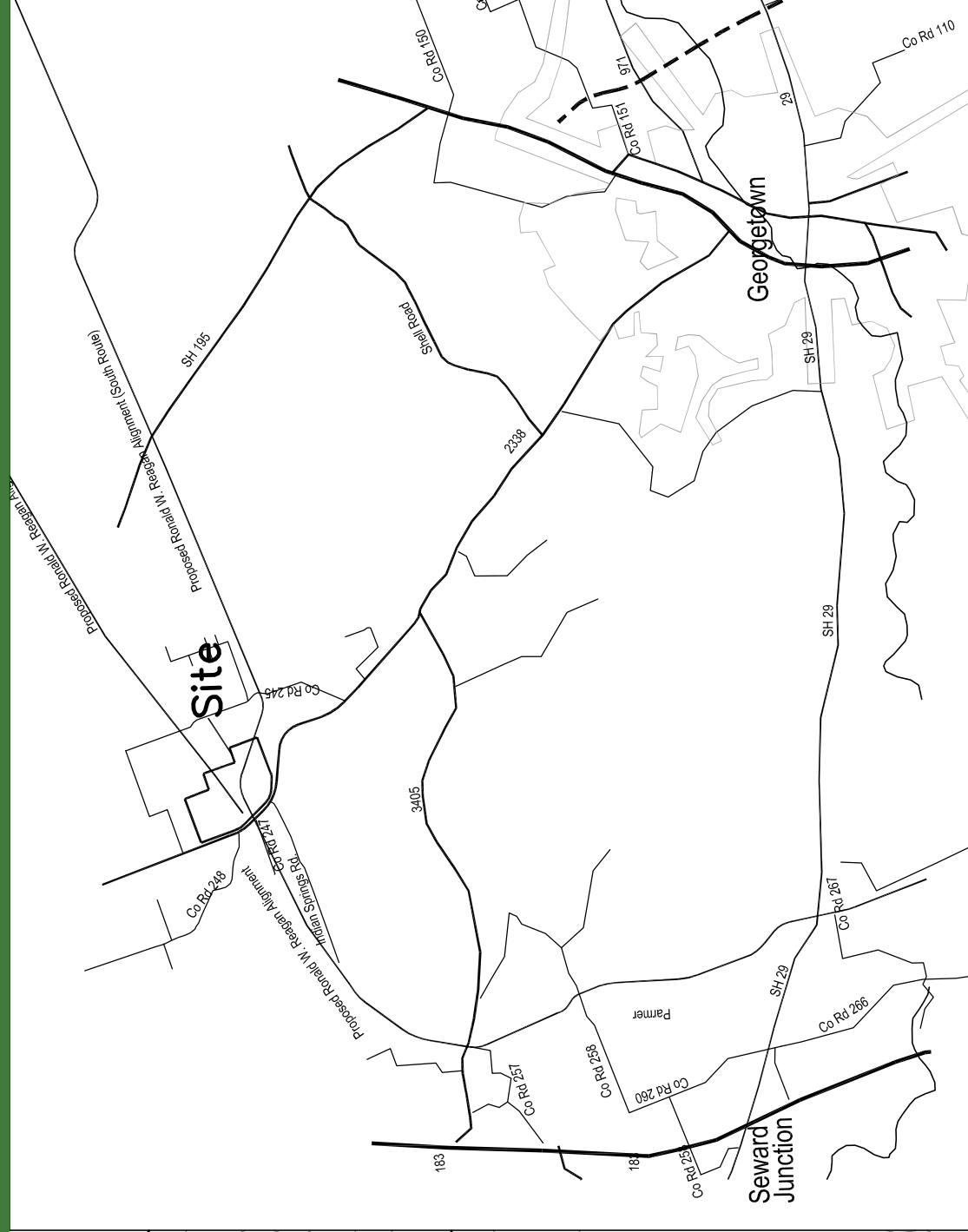
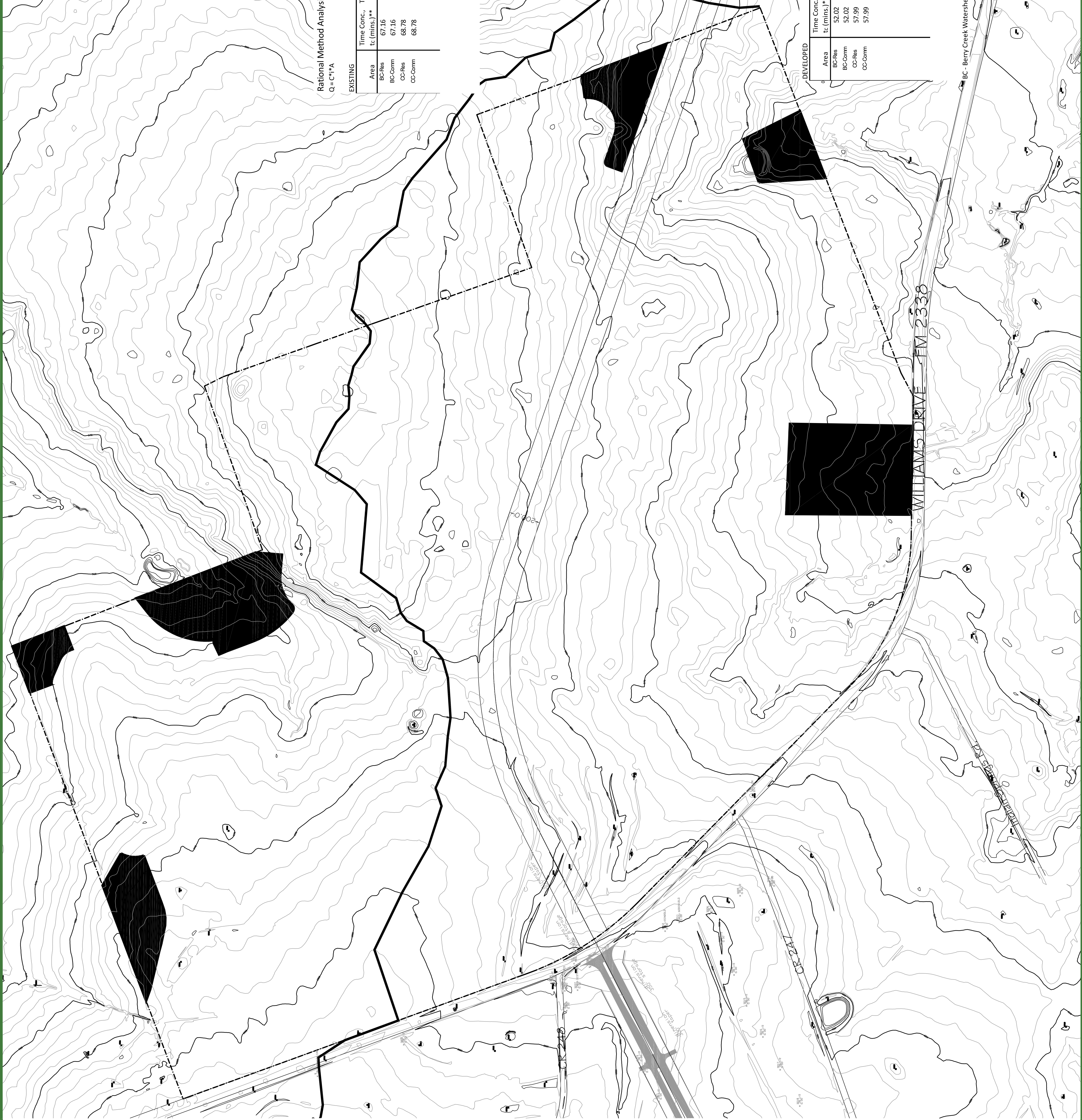
Item No.	Description	Estimated Quantity	Unit		Unit Price	Total Price
1.	15" Wastewater Line	115	I.f.	@	120.00	13,800.00
2.	12" Wastewater Line	1243	I.f.	@	110.00	136,730.00
3.	10" Wastewater Line	2004	I.f.	@	100.00	200,400.00
4.	8" Wastewater Line	41899	I.f.	@	95.00	3,980,405.00
5.	Manhole	219	ea.	@	5,500.00	1,204,500.00
6.	18" Road Bore	1000	I.f.	@	350.00	350,000.00
7.	550 gpm Lift Station	1	ea.	@	450,000.00	450,000.00
8.	80 gpm Lift Station	1	ea.	@	250,000.00	250,000.00
9.	Northeast Lift Station (1220 gpm)	1	ea.	@	750,000.00	412,500.00
10.	8" Force Main	20301	I.f.	@	85.00	949,071.75
11.	4" Force Main	2933	I.f.	@	50.00	146,650.00
12.	16" Road Bore	180	I.f.	@	350.00	63,000.00
13.	Double Service	241	ea.	@	950.00	228,950.00
14.	Single Service	34	ea.	@	850.00	28,900.00
15.	Erosion Control/Revegetation	68495	I.f.	@	4.75	325,351.25
16.	Georgetown WW Impact Fees	1220	ea.	@	2,997.00	3,656,340.00
Total Wastewater Collection Improvements						\$ 8,414,906.75

WASTEWATER OFFSITE GRAVITY SEWER AND LIFT STATION

Item No.	Description	Estimated Quantity	Unit		Unit Price	Total Price
1.	18" Gravity Sewer	12600	I.f.	@	160.00	2,016,000.00
2.	4' Manholes	44	Ea.	@	6,000.00	264,000.00
3.	30" Road Bore (Reagan & RM 23	1400	I.f.	@	450.00	630,000.00
4.	Erosion Control/Revegetation	12600	I.f.	@	4.75	59,850.00
5.	Offsite Lift Station/FM	1	I.s.	@	1,700,000.00	1,700,000.00
Total Wastewater Treatment Plant						\$ 4,669,850.00
Total Wastewater Improvements						\$ 13,084,756.75

ATTACHMENT 3

Drainage Area Map



Location Map

Not To Scale

Rational Method Analysis
 $Q = C^{11}A$

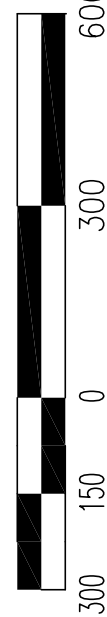
EXISTING									
Area	Time Conc., t _c (mins.)**	Total Area (Acres)	Imp. Cover (Acres)	% Imp. Area, 0.96 run-off coef.	% Remainder, .47 run-off coef.	In. (25 Yr)	Int. (100 Yr)	Q (25 Yr)	Q (100 Yr)
BC-Res	67.16	144.91	0.00	0.00%	100.00%	3.47	4.36	177.31	250.05
BC-Comm	67.16	18.85	0.00	0.00%	100.00%	3.47	4.36	23.06	33.70
CC-Res	68.78	166.30	0.00	0.00%	100.00%	3.42	4.30	200.54	293.19
CC-Comm	68.78	137.80	0.00	0.00%	100.00%	3.42	4.30	166.17	242.93
		Total BC						200.37	292.75
		Total CC						366.71	536.13
		TOTAL						567.08	828.88

DEVELOPED									
Area	Time Conc., t _c (mins.)**	Total Area (Acres)	Imp. Cover (Acres)	% Imp. Area, 0.96 run-off coef.	% Remainder, .47 run-off coef.	In. (25 Yr)	Int. (100 Yr)	Q (25 Yr)	Q (100 Yr)
BC-Res	52.02	144.91	65.21	45.00%	55.00%	4.05	5.06	384.02	506.32
BC-Comm	52.02	18.85	10.56	56.00%	44.00%	4.05	5.06	54.62	71.01
CC-Res	57.99	166.30	74.84	45.00%	55.00%	3.80	4.76	413.49	546.61
CC-Comm	57.99	137.80	77.17	56.00%	44.00%	3.80	4.76	374.63	488.26

Total BC	438.64
Total CC	788.12
TOTAL	1226.76

CC - Cowan Creek Watershed

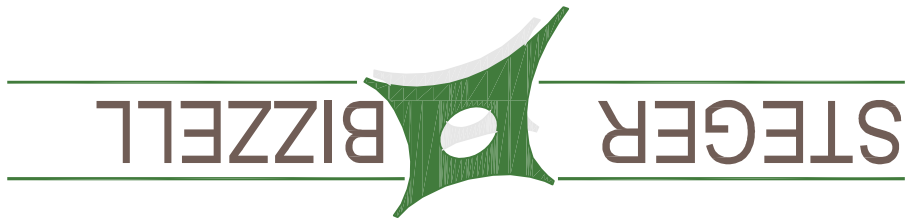
BC - Berry Creek Watershed



SCALE: 1" = 300'

Sheet Number: of sheets

ATTACHMENT 3
DRAINAGE AREA MAP
PARMER RANCH
Northwest Williamson County M.U.D. #1
Northwest Williamson County, Texas



ADDRESS 1978 S. AUSTIN AVENUE
FAX 512.930.9416
WEB STEGER&BIZZELL.COM
GEOGRETOWN, TX 78628

>>>ENGINEERS
>>>PLANNERS
>>>SURVEYORS

DESIGNED BY: DATE
W.D.D. 04/2006
DRAWN BY: DATE
CHECKED BY: DATE
APPROVED BY: DATE

This document is released
for the purpose of
REVIEW under the
authority of
SERENA C. STEGER, P.E.
S.E. No. 65772, on
10/16/06
It is not to be used for
CONSTRUCTION, BIDDING
OR PERMITTING purposes.

Project Number: 20070
SCALE: 1"=300'
Project Path: L:\Land projects 2006
Project Name: 20070_Own
Drawings: 20070_Own
Projects: 2006\20070
Northwest Williamson County M.U.D.
Conceptual Land Use Planning
Aerial DING FILE

ATTACHMENT 4

Rational Method Runoff Calculations

Attachment 4
Existing Conditions - Time of Concentration
Parmer Ranch - Northwest Williamson County MUD#1

Area No.	Area (ac.)	SF Length	SF "n"	Upgradient Elevation	Downgradient Elevation	SF Slope	Tc-sf (min)	SCF Length	Upgradient Elevation	Downgradient Elevation	SCF Slope	Tc-scf (min)	Conc Length	Concentrated n	Upgradient Elevation	Downgradient Elevation	Conc. Slope	Cross Sectional Area	Wetted Perimter	Hydraulic Radius	Tc-conc (min)	Tc (min)
BC-Res	144.91	300	0.20	1001.50	1000.00	0.00500	45.1	2630	1000.00	960.00	0.015	22.0	0	0.030	960.00	959.99	0.100	0.010	0.010	1.000	0.0	67.2
BC-Comm	18.85	300	0.20	1002	1000	0.00500	45.1	2630	1000.00	960	0.015	22.0	0	0.030	960.00	960	0.100	0.010	0.010	1.000	0.0	67.2
CC-Res	166.30	300	0.20	1002.50	999.00	0.01167	32.2	1,081	999.00	992.00	0.006	13.9	5,553	0.030	992.00	935.00	0.010	20	28	0.727	22.7	68.8
CC-Comm	137.80	300	0.20	1003	999	0.01167	32.2	1081	999.00	992	0.006	13.9	5553	0.030	992.00	935	0.010	20	28	0.727	22.7	68.8

BC - Berry Creek CC-Cowan Creek

Attachment 4
Developed Conditions - Time of Concentration
Parmer Ranch - Northwest Williamson County MUD#1

Area No.	Area (ac.)	SF Length	SF "n"	Upgradient Elevation	Downgradient Elevation	SF Slope	Tc-sf (min)	SCF Length	Upgradient Elevation	Downgradient Elevation	SCF Slope	Tc-scf (min)	Conc Length	Concentrated n	Upgradient Elevation	Downgradient Elevation	Conc Slope	Cross Sectional Area	Wetted Perimter	Hydraulic Radius	Tc-conc (min)	Tc (min)
BC-Res	144.91	300	0.120	1001.50	1000.00	0.00500	30.0	2630	1000.00	960.00	0.015	22.0	0	0.030	960.00	959.99	0.100	8,000	11,000	0.727	0.0	52.0
BC-Comm	18.85	300	0.120	1002	1000	0.00500	30.0	2630	1000.00	960	0.015	22.0	0	0.030	960.00	960	0.100	8,000	11,000	0.727	0.0	52.0
CC-Res	166.30	300	0.120	1002.50	999.00	0.01167	21.4	1,081	999.00	992.00	0.006	13.9	5,553	0.030	992.00	935.00	0.010	20,000	27,500	0.727	22.7	58.0
CC-Comm	137.80	300	0.120	1003	999	0.01167	21.4	1081	999.00	992	0.006	13.9	5553	0.030	992.00	935	0.010	20	28	0.727	22.7	58.0

Attachment 4
Existing Conditions - Rational Method Analysis
Parmer Ranch - Northwest Williamson County MUD#1

$Q = C \cdot I \cdot A$

EXISTING		0.41				Scale Factor		1	
Area	Time Conc., tc (mins.)**	Total Area (Acres)	Imp. Cover (Acres)	% Imp. Area, 0.96 run-off coef.	% Remainder, .41 run-off coef.	In. (25 Yr)	Int. (100 Yr)	Q(25 Yr)	Q(100 Yr)
BC-Res	67.16	144.91	0.00	0.00%	100.00%	3.47	4.36	177.31	259.05
BC-Comm	67.16	18.85	0.00	0.00%	100.00%	3.47	4.36	23.06	33.70
CC-Res	68.78	166.30	0.00	0.00%	100.00%	3.42	4.30	200.54	293.19
CC-Comm	68.78	137.80	0.00	0.00%	100.00%	3.42	4.30	166.17	242.93
						Total BC		200.37	292.75
						Total CC		366.71	536.13
						TOTAL		567.08	828.88

Attachment 4
Existing Conditions - Rational Method Analysis
Parmer Ranch - Northwest Williamson County MUD#1

DEVELOPED									
Area	Time Conc., tc (mins.)**	Total Area (Acres)	Imp. Cover (Acres)	% Imp. Area, 0.96 run-off coef.	% Remainder, .47 run-off coef.	In. (25 Yr)	Int. (100 Yr)	Q(25 Yr)	Q(100 Yr)
BC-Res	52.02	144.91	65.21	45.00%	55.00%	4.05	5.06	384.02	506.32
BC-Comm	52.02	18.85	10.56	56.00%	44.00%	4.05	5.06	54.62	71.01
CC-Res	57.99	166.30	74.84	45.00%	55.00%	3.80	4.76	413.49	546.61
CC-Comm	57.99	137.80	77.17	56.00%	44.00%	3.80	4.76	374.63	488.26
		456.17	227.77	49.93%					
							Total BC	438.64	577.33
							Total CC	788.12	1034.86
							TOTAL	1226.76	1612.19

** Minimum 5 Minute Tc

ATTACHMENT 5

Preliminary Cost Estimates for Drainage Facilities

ATTACHMENT 5
PARMER RANCH PARTNERS, L.P.
PARMER RANCH - NORTHWEST WILLIAMSON COUNTY M.U.D. No. 1

Drainage Improvements Preliminary Cost Estimate
Date: September 8, 2015

Item No.	Description	Estimated Quantity	Unit		Unit Price	Total Price
1.	18" RCP	12107	l.f.	@	50.00	605,350.00
2.	24" RCP	5500	l.f.	@	60.00	330,000.00
3.	30" RCP	4409	l.f.	@	70.00	308,630.00
4.	36" RCP	811	l.f.	@	80.00	64,880.00
5.	42" RCP	1361	l.f.	@	95.00	129,295.00
6.	48" RCP	659	l.f.	@	110.00	72,490.00
7.	4'x4' Concrete Box	289	l.f.	@	180.00	52,020.00
8.	4'x8' Concrete Box	1458	l.f.	@	275.00	400,950.00
9.	10' Inlet	142	ea.	@	3,500.00	497,000.00
10.	Junction Box/Manhole	12	ea.	@	7,500.00	90,000.00
11.	Entrance Culvert	4	ea.	@	20,000.00	80,000.00
12.	Equalizer Culvert	1	ea.	@	15,000.00	15,000.00
13.	Subgrade Excavation	52872	c.y.	@	15.00	793,080.00
14.	Storm/Detention 8.0 Ac.	1	ea.	@	1,000,000.00	1,000,000.00
15.	Storm/Detention 4.6 Ac.	1	ea.	@	600,000.00	600,000.00
16.	Storm/Detention 2.0 Ac.	1	ea.	@	450,000.00	450,000.00
17.	Storm/Detention 4.0 Ac.	1	ea.	@	550,000.00	550,000.00
18.	Storm/Detention 3.0 Ac.	1	ea.	@	500,000.00	500,000.00
19.	Storm/Detention 10.0 Ac.	1	ea.	@	1,200,000.00	1,200,000.00
Total Drainage Improvements						\$ 7,738,695.00

ATTACHMENT 6

Preliminary Cost Estimates for Road Facilities

ATTACHMENT 6
PARMER RANCH PARTNERS, L.P.
PARMER RANCH - NORTHWEST WILLIAMSON COUNTY M.U.D. No. 1

Roadway Improvements Preliminary Cost Estimate
Date: September 8, 2015

Item No.	Description	Estimated Quantity	Unit		Unit Price	Total Price
1.	Roadway Excavation & Subgrade Preparation	77,170	s.y.	@	9.00	694,530.00
2.	15" Crushed Limestone Base	77,170	s.y.	@	18.00	1,389,060.00
3.	2 1/2" HMAC	59,370	s.y.	@	15.00	890,550.00
4.	Curb and Gutter	53,429	l.f.	@	17.00	908,287.56
5.	Street Signage & Pavement Marking	1	l.s.	@	75,000.00	75,000.00
<hr/> Total Roadway Improvements						<hr/> \$ 3,957,427.56

ATTACHMENT 7

Gas Utility Improvements

ATTACHMENT 7
PARMER RANCH PARTNERS, L.P.
PARMER RANCH - NORTHWEST WILLIAMSON COUNTY M.U.D. No. 1

Gas Utility Improvements
Date: September 8, 2015

Item No.	Description	Estimated Quantity	Unit		Unit Price	Total Price
1.	Offsite Gas Extension to Property	1	I.s.	@	3,000,000.00	3,000,000.00
Total Gas Utility Improvements						\$ 3,000,000.00

ATTACHMENT 8

Preliminary Cost Summary/Bond Proforma

SUMMARY
PARMER RANCH PARTNERS, L.P.
PARMER RANCH - NORTHWEST WILLIAMSON COUNTY M.U.D. No. 1

Total	\$ 43,639,683.31
10% Contingencies	\$ 4,363,968.33
10% Engineering	\$ 4,363,968.33
Parkland Fees	\$ 120,000.00
MUD Park/Trail/Amenities	\$ 4,455,000.00
Sub-Total M.U.D. No. 2 Improvements	\$ 56,942,619.97
Inflation Factor	3%
Years of Inflation	10
Future Capital Costs	\$ 76,526,119.66
City Consent/District Creation/Administration/Bond Costs (10%)	\$ 7,652,611.97
TOTAL MUD BONDS	\$ 84,178,731.63

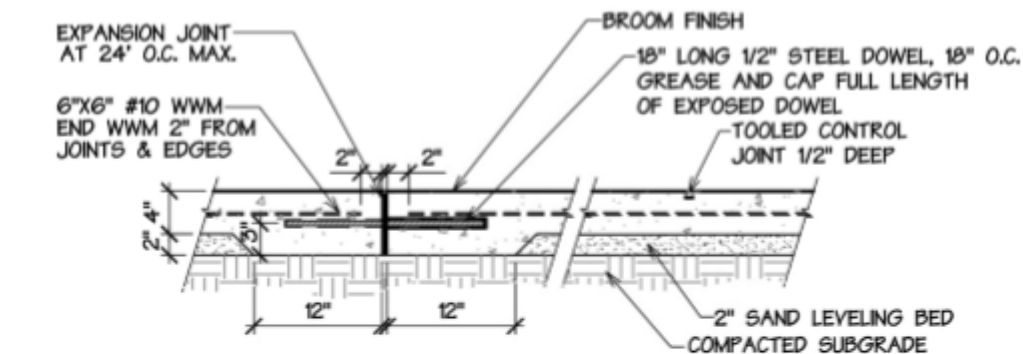
EXHIBIT H
Ronald Reagan Regional Trail Standards

Exhibit H

Parmer Ranch – Ronald Reagan Regional Trail Design Standards

Location: Approximately +/- 1.2 miles of trail along south side of Ronald Reagan Blvd. and located on the Land in the Ronald Reagan Regional Trail Easement from the northeastern edge of the Parmer Ranch subdivision to the intersection at Williams Drive (RM 2338) and Ronald Regan Boulevard. Refer to Exhibit D (Land Plan) for conceptual trail alignment.

1. Trail width will be ten (10) feet, as further specified in the Amended and Restated Consent Agreement. In limited areas, to navigate extreme topographical conditions or preserve significant features such as important vegetation, trees or other environmental features, trail width may be reduced to six (6) feet for a maximum distance of one hundred (100) feet.
2. Trail surface will be reinforced concrete, as detailed below:

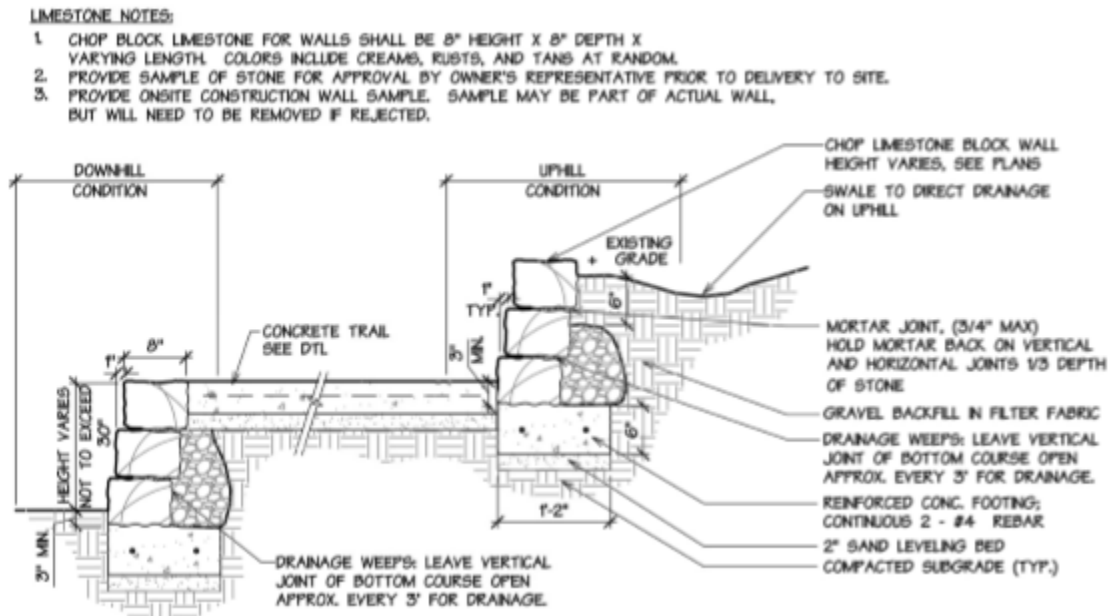


NOTES:

1. SEE TRAIL NOTES & ACCESSIBLE TRAIL NOTES ON CONSTRUCTION PLANS.
 2. EXPANSION JOINT TO BE 1/2" ASPHALT IMPREGNATED FIBERBOARD WITH "ZIP STRIP". INSTALL BACKER ROD AND 2-PART SEALANT - GRAY.
 3. EXPANSION JOINTS ARE TO BE MAX 24' ON CENTER UNLESS NOTED OTHERWISE ON PLAN.
 4. CONTROL JOINTS ARE TO BE SPACED TO MATCH WIDTH OF WALKWAY, UNLESS SHOWN OTHERWISE ON PLAN.
 5. ALL EDGES ARE TO BE TOOLED WITH 1/2" RADIUS. MAXIMUM 1/2" CHANGE IN ELEVATION AT WALK/LAWN EDGE.
3. The minimum vegetation cleared zone will be the trail width plus two (2) feet to either side of the trail and ten (10) feet vertical, unless the clear zone is limited due to extreme topographical conditions, important vegetation, trees or environmental features.
 4. Whenever possible, sustained running grades will not exceed 5%, and cross slope 2%. A maximum of 8% may occur for distances no further than thirty (30) feet. In limited areas, due to extreme topographical conditions or environmental features, U.S. Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG) will be followed. If trail is not feasible under FSORAG guidelines, Developer will consult with City concerning alternate design options.

Exhibit H

5. Retaining walls will only be used when absolutely necessary, to stabilize slopes and only if natural rock cut will not suffice. Retaining walls under forty-eight inches (48") tall shall be constructed of native materials, as detailed below:



6. Stream and drainage crossings will be located in relatively narrow, shallow sections of drainage ways to minimize negative environmental impacts. Low water crossings will be used whenever possible, culverts will be used when agreed upon by Owner and City. Crossing types and examples are depicted below:

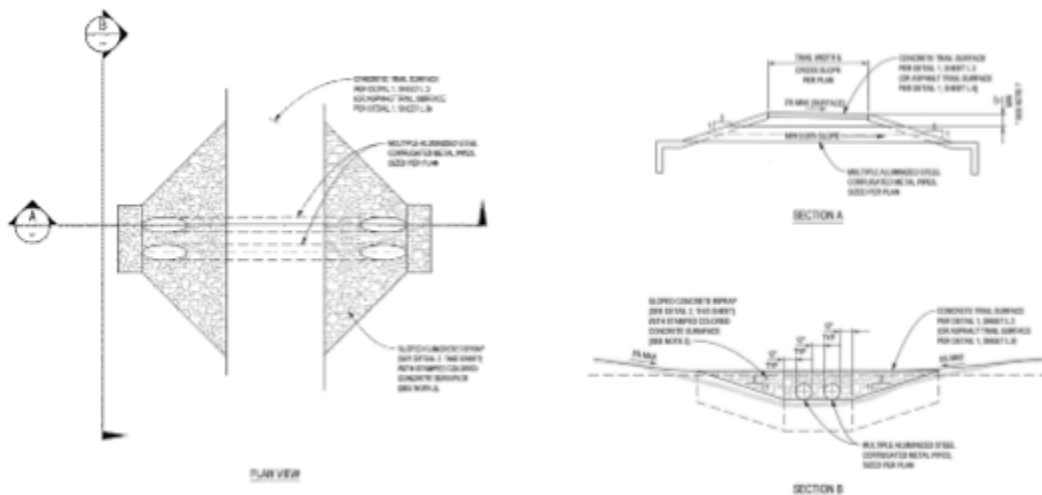


A. Low Water Crossing:

- a. Use an appropriate length slab or structure to protect the "wetted perimeter" of the natural flow channel.
- b. Protect the structure with cutoff walls, riprap, gabions, concrete slabs, or other scour protection. The downstream edge may require energy dissipaters or riprap protection because of the accelerated flows across the structure.

Exhibit H

- c. Place foundations into scour resistant material or below the depth of scour. Prevent foundation or channel scour with the use of locally placed heavy riprap, gabion baskets, concrete reinforcement or native vegetation



B. Culvert Crossing:

- a. Use an appropriate length slab or structure to protect the “wetted perimeter” of the natural flow channel.
- b. Culvert sizes appropriate for water shed and flow capacities. All culverts shall be aluminized metal pipe unless noted otherwise. Inlet and outfall pipes shall be cut to conform to slope.
- c. Protect the entire structure with cutoff walls, riprap, gabions, concrete slabs, or other scour protection. The downstream edge may require energy dissipaters or riprap protection because of possible accelerated flows across the structure.
- d. Place foundations into scour resistant material or below the depth of scour. Prevent foundation or channel scour with the use of locally placed heavy riprap, gabion baskets, concrete reinforcement or native vegetation.

EXHIBIT I
Strategic Partnership Agreement

**STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF GEORGETOWN, TEXAS AND
NORTHWEST WILLIAMSON COUNTY MUD NO. 2**

This Strategic Partnership Agreement (this "Agreement") is entered into by and between the City of Georgetown, Texas (the "City"), and Northwest Williamson County Municipal Utility District No. 2 (the "District").

**ARTICLE I
RECITALS**

WHEREAS, the City is a home-rule municipal corporation created and existing under the laws of the State of Texas and situated in Williamson County, Texas; and

WHEREAS, the District is a municipal utility district created under and subject to the Consent Agreement with the City, and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the District encompasses approximately 454 acres, more or less, located within the extraterritorial jurisdiction of the City as depicted as *Exhibit A* and more fully described on *Exhibit B* attached to this Agreement (the "Land"); and

WHEREAS, the City, Parmer Ranch Partners, L.P., a Texas limited partnership (the "Owner"), and the District are parties to that certain Amended and Restated Consent Agreement approved by the City Council on January 28, 2020 (which amends and replaces the Consent Agreement dated to be effective on December 15, 2015 recorded in the Official Public Records of Williamson County, Texas as Document No. 2016001484 and the First Amendment thereto recorded as Document No. 2019092165) pertaining to the creation of the District on the Land (the "Consent Agreement"), the Original Wastewater Services Agreement recorded in the Official Records of Williamson County, Texas as Document No. 2016001483, as amended by the First Amendment to Wastewater Services Agreement recorded in the Official Records of Williamson County, Texas as Exhibit G to Document No. 2019092165, and the Amended and Restated Partial Assignment of Receivables Agreement, attached as Exhibit F to the Amended and Restated Consent Agreement, (collectively herein as the "Related Agreements"); and

WHEREAS, the City and the District are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, Section 43.0751 of the Texas Local Government Code authorizes the City and the District to negotiate and enter into this Agreement; and

WHEREAS, certain areas within the Land may be developed for commercial uses; and

WHEREAS, pursuant to the Consent Agreement and Sections 43.0751(f)(6) and (g) of the Texas Local Government Code, effective on the Full Purpose Annexation Conversion Date (defined herein), the Parties intend that the District shall convert into the Limited District (defined herein) and continue in existence after the City's full purpose annexation of the Land for the purpose of allowing Limited District to continue to perform some of the functions previously performed by the District all as specified herein; and

WHEREAS, effective on the Effective Date, pursuant to Sections 43.071(f)(1) and (k) of the Texas Local Government Code, the City desires to annex the Land for the limited purpose of imposing and collecting sales and use taxes within the Land as permitted by Section 43.0751, Texas Local Government Code, which may include, but which are not limited to, the general sales tax and special sales and use taxes authorized by elections creating Type A and Type B corporations under Chapters 504 and 505 of the Texas Local Government Code (hereinafter the "Type A and Type B Sales Tax"), road maintenance sales taxes, sales taxes for the purposes of property tax reduction, and all other sales and use tax revenues generated on the Land (collectively, hereinafter the "Sales and Use Tax Revenues"); and

WHEREAS, subject to the terms and conditions of this Agreement the District, on behalf of itself and all present and future owners of the Land, hereby agrees that as of the Effective Date, the Land will become annexed into the City for the limited purpose of imposing and collecting Sales and Use Tax Revenues within the Land and for the other limited purposes set forth in this Agreement; and

WHEREAS, prior to approval of this Agreement by the District's Board of Directors (the "Board"), the District provided notice of two public hearings in accordance with Section 43.0751(d) of the Texas Local Government Code and all applicable laws and the Board conducted such public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board approved and adopted this Agreement on March 12, 2019, in open session in accordance with all applicable laws, which approval and adoption occurred before the City Council approved and adopted this Agreement; and

WHEREAS, prior to approval of this Agreement by the City Council of the City (the "City Council"), the City provided notice of two public hearings in accordance with Section 43.0751(d) of the Texas Local Government Code and all applicable laws and the City Council conducted such public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on January 28, 2020, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Section 43.0751(p)(1) of the Texas Local Government Code, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

WHEREAS, in accordance with the requirements of Section 43.0751(p)(2) of the Texas Local Government Code, this Agreement provides benefits for the City and the District that are reasonable and equitable.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the City and the District agree as follows:

ARTICLE II
EFFECT OF RECITALS; PURPOSE OF AGREEMENT; ADOPTION OF AGREEMENT

2.01 Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part hereof for all purposes.

2.02 Purpose. The purpose of this Agreement is to define and clarify, through contractual agreement, the terms and conditions of annexation by the City of the Land for limited purposes on the Effective Date, annexation of the Land for full purposes, and the relationship between the City and the Limited District upon conversion of the District to the Limited District at the time full purpose annexation of the District is completed, all in accordance with Section 43.0751 of the Local Government Code.

2.03 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the Board and the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

2.04 Effective Date. The effective date of this Agreement is the date this Agreement is approved and adopted by the City Council (the "Effective Date").

2.05 Filing in Property Records. This Agreement shall be filed in the Real Property Records of Williamson County, Texas.

ARTICLE III
ADOPTION OF AGREEMENT AND CONSENT TO IMMEDIATE LIMITED PURPOSE ANNEXATION OF THE LAND

3.01 Consent to Limited Purpose Annexation. THE DISTRICT ON BEHALF OF ITSELF AND ALL PRESENT AND FUTURE OWNERS OF PROPERTY WITHIN THE LAND, HEREBY REQUESTS THAT THE CITY ANNEX THE LAND FOR THE LIMITED PURPOSES AS PROVIDED IN THIS AGREEMENT. THE DISTRICT CONSENTS TO SUCH LIMITED PURPOSE ANNEXATION AND TO THE COLLECTION OF SALES AND USE TAX REVENUES BY THE CITY WITHIN THE LAND. SUCH CONSENT SHALL BIND THE DISTRICT AND EACH OWNER AND FUTURE OWNER OF PROPERTY WITHIN THE LAND.

3.02 Limited Purpose Annexation of the Land. The City Council hereby annexes the Land for the limited purpose of collecting all sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the "Tax Code"), including but not limited to the Sales and Use Tax Revenues, to be imposed by the City on sales consummated within the Land. The District acknowledges and agrees that no further notices, hearings, or other procedures shall be required

to effectuate such limited purpose annexation. In addition, the City shall have the authority, during the period of limited purpose annexation, to: require compliance with the terms of this Agreement and the Related Agreements; control and regulate the use of property and density of structures consistent with the Related Agreements; adopt all reasonable regulations pertaining to health and safety as provided by law and require compliance with such regulations; and collect Sales and Use Tax Revenues as provided in Section 43.0751(k) of the Texas Local Government Code.

3.03 Duties During Limited Purpose Annexation.

- (a) City. Except as otherwise provided in the Related Agreements, the Parties acknowledge and agree that the limited purpose annexation of the Land pursuant to this Agreement shall not obligate the City to provide any municipal services to the Land, and further agree that the Sales and Use Taxes Revenues derived from the Land may be used by the City for any lawful purpose in any geographic portion of the City or otherwise, as permitted by law and subject to the provisions of Section 4.03 of this Agreement.
- (b) District. The Parties acknowledge and agree that during the limited purpose annexation period, the District shall continue to perform its duties as set forth in the Related Agreements, including but not limited to construction, maintenance, operation, repairs and replacement of parks, recreation and open space facilities, trails and other related improvements, and facilities for drainage, prevention of erosion, and for any other facilities or services as set forth in the Related Agreements, and only under the same terms and conditions in effect under the Related Agreements.

ARTICLE IV
TAXATION DURING LIMITED PURPOSE ANNEXATION PERIOD

4.01 Property Taxation During Limited Purpose Annexation. The District and the City agree that upon and after the Effective Date of this Agreement the District may continue to levy and collect its property tax on all assessed valuation within the District boundaries and the City shall not levy and collect ad valorem taxes on property in the District until the time that the City elects to annex the Land for full purposes (the "Full Purpose Annexation Conversion Date" as defined herein). The District and the City agree to cooperate to adjust their property tax rates per \$100 of assessed valuation such that, upon the Full Purpose Annexation Conversion Date (defined herein), the District's property tax rate per \$100 assessed valuation in effect on December 31 of the year prior to the year that the City elects to annex the Land for full purposes will approximate the City's property tax rate per \$100 assessed valuation in effect on December 31 of the year prior to the year that the City elects to annex the Land for full purposes. Notwithstanding the foregoing or anything else in this Agreement to the contrary, however, the District and the City understand that the City's power to levy taxes to pay the principal of and interest on any City obligations, and the District's power to levy taxes to pay the principal of and interest on Bonds up to the Bond Limit Amount (as defined in the Consent Agreement) will be

unlimited as to rate and amount as necessary to make their respective payments on their outstanding obligations.

4.02 Collection of Sales and Use Tax Revenues. The City may impose sales and use taxes, including but not limited to the general sales tax, Type A and Type B Sales Tax, road maintenance sales tax, and sales tax for the purposes of property tax reduction, within the Land pursuant to Section 43.0751 (k) of the Texas Local Government Code. The sales and use taxes may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

4.03 Payment of Portion of Sales and Use Tax Revenues. Except as otherwise stated below, the City shall pay to the District an amount equal to twenty percent (20%) of the general one-percent (1%) portion of the Sales and Use Tax Revenues collected within the Land, but specifically excluding any portion of the Type A and Type B Sales Tax, the street maintenance sales tax, the property tax reduction sales tax, or any other sales and use tax collected within the Land (the "District Share"), commencing upon the effective date of the limited purpose annexation of the Land and terminating upon the full-purpose annexation or disannexation of the Land. The City shall pay the District Share within thirty (30) days after the City receives the sales tax report reflecting such revenues from the Comptroller of Public Accounts of the State of Texas (the "Comptroller"). Any payment of the District Share not made within such thirty (30)-day period shall bear interest calculated in accordance with Section 2251.025 of the Texas Government Code. The City shall retain eighty percent (80%) of the general one-percent (1%) portion of the Sales and Use Tax Revenues collected within the Land, plus one-hundred percent (100%) of the Sales and Use Tax Revenues attributable to collection of the Type A and Type B Sales Tax, the street maintenance sales tax, the property tax reduction sales tax, and any other sales and use tax collected within the Land (the "City Share"). No adjustments to the District Share or the City Share shall be effective unless approved in writing by the governing bodies of the District and the City.

4.04 Use of the Sales and Use Tax Revenues. The City shall use the City Share for any lawful purpose. The District shall use the District Share for any lawful purpose that is consistent with this Agreement and the Consent Agreement.

4.05 Delivery of Sales Tax Reports to District. The City shall include with each payment of the District Share a condensed version of each sales tax report provided by the Comptroller relating to Sales and Use Tax Revenues within 30 days of the City's receipt of such sales tax report.

4.06 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Section 321.102 of the Texas Tax Code, after the City Council annexes Land for limited purposes.

4.07 Termination of Sales and Use Tax Sharing. On and after the Full Purpose Annexation Conversion Date (defined herein), the City shall have no further financial obligation

to the District pursuant to this Agreement, and all Sales and Use Tax Revenues shall be retained by the City.

4.08 City Records and Audit Rights. The District may audit the Sales and Use Tax Revenues to determine whether the District Share has been paid in accordance with this Agreement. The City shall provide reasonable accommodations for the District to perform the audit. Any audit shall be made at the District's sole cost and expense and may be performed at any time during the City's regular business hours on 30 days' Notice (defined herein). For purposes of any such audits, the City shall maintain and make available to the District's representatives all books, records, documents and other evidence of accounting procedures or practices to reflect the amount of Sales and Use Tax Revenues received by the City from within the Land. The District is required by law to prepare an annual audit. The District shall provide a copy of its annual audit to the City within thirty (30) days after the audit is completed.

ARTICLE V

FULL-PURPOSE ANNEXATION AND CONVERSION TO LIMITED DISTRICT

5.01 Full Purpose Annexation. Except as otherwise provided in this Agreement or the Consent Agreement, the City agrees that it shall not annex for full purposes any of the Land within the District until the earlier of: (a) the expiration or termination of this Agreement or the Consent Agreement; or (b) the fifteenth (15th) anniversary of the date of the first issuance of bonds by the District; or (c) the date that the District has issued bonds to reimburse the Owner for ninety percent (90%) of the public infrastructure eligible for reimbursement under applicable laws or TCEQ regulations and the Consent Agreement. Subject to the foregoing, District hereby consents to the automatic full purpose annexation of all portions of the Land on the Full Purpose Annexation Conversion Date (defined herein) without further procedural action of any kind by the City Council or the District's Board in accordance with Sections 43.0751(f)(6) and (h) of the Texas Local Government Code. For purposes of this Agreement, the "Full-Purpose Annexation Conversion Date" is the date on which the City Council adopts an ordinance that includes the Land within the full-purpose boundary limits of the City. The Full-Purpose Annexation Conversion Date may be altered only by mutual written agreement of the District and the City.

5.02 Assumption of the District's Outstanding Obligations, Assets, Debts and Liabilities. Notwithstanding anything in the Consent Agreement or the Related Agreements to the contrary, the Parties specifically understand and agree that all assets and obligations of the District, including any outstanding bonded indebtedness of the District shall be assumed by the City on the Full Purpose Annexation Conversion Date; provided, however, the parks and recreation facilities (including the trails, lands and open space associated therewith and any storm water detention ponds that also function as park and recreation facilities), together with any District funds on hand related to the maintenance or construction of same, shall remain with the Limited District who shall operate and maintain same as provided herein such that upon conversion of the District to the Limited District, all of the park and recreation assets and other land and improvements of the District and responsibility for operation and maintenance thereof shall be assumed by the Limited District.

5.03 Conversion to Limited District. Pursuant to Sections 43.0751(f)(6) and (h) of the Texas Local Government Code, the District shall be converted to the Limited District, and the

Land deemed to be within the full-purpose boundary limits of the City upon the Full-Purpose Annexation Conversion Date without any further action by the City Council.

5.04 Boundaries and Name of Limited District. After the Full Purpose Annexation Conversion Date, the District shall be known as Northwest Williamson County Limited Municipal Utility District No. 2 (the "Limited District"). The boundaries of the Limited District shall be the same as the boundaries for the District and are as shown on *Exhibits A and B* attached hereto.

5.05 Duties of Limited District. After the Full Purpose Annexation Conversion Date, the Limited District shall own, operate, control, maintain, repair, replace and provide security and insurance for the parks and recreation and open space facilities (including the trails, lands and open space associated therewith and any storm water detention ponds that also function as park and recreation facilities) (collectively, the "Limited District Obligations"), it being specifically understood, however, that any park related debt (and all other debt) of the District shall be assumed by the City. The Parties agree that the City shall have no obligation during the existence of the District or the Limited District to perform any of the Limited District Obligations. The Parties agree that the City shall not be liable for any claims or causes of action arising out of, or resulting from the Limited District Obligations, including but not limited to the ownership, operation, maintenance, repair or replacement of the facilities owned or required to be maintained by the Limited District, including those that may be located on property owned by the City, or for any action or inaction of the Limited District related to same. To the extent permitted by law, the Limited District shall indemnify, defend, and hold harmless the City from any claims, demand, actions, and causes of action whatsoever arising out of or resulting from the Limited District Obligations, including but not limited to the maintenance, operations, or ownership of any facilities owned by the Limited District, or the maintenance, operations or other activities of the Limited District on any property owned by the City. The Limited District may lease or hire employees, agents, representatives, consultants, or other service providers to perform the normal administrative duties of the Limited District, except that all contracts shall provide that if the Limited District is dissolved for any reason, the contracts shall automatically expire on the date of dissolution.

5.06 Funding of Limited District Operations.

- (a) General. Consistent with the terms and conditions of this Agreement, it is the responsibility of the Limited District to provide all necessary funding for capital and operations and maintenance expenses necessary for the performance of the Limited District Obligations after the Full Purpose Annexation Conversation Date.
- (b) No Indebtedness; No Transfers of Property. No bonds shall be issued by the Limited District for any purposes. The Limited District shall not issue notes, incur additional debt, or sell, convey, lease, mortgage, assign, or otherwise transfer property without the prior written consent of the City.

5.07 Audit; Review of District Records. The Limited District shall conduct an annual audit each year, at its sole expense, to be performed by an independent certified public

accountant. The Limited District shall file a copy of the completed audit with the City's Director of Finance. The Limited District shall make its financial and other records available to the City for inspection during normal business hours.

5.08 Other Limitations. The Limited District shall have only those functions, purposes and authorities specifically enumerated in this Article V. If the Limited District take any formal action to discharge a function or authority that is not directly related to those functions and purposes specifically enumerated in this Article V, the City may proceed as allowed in Article VI of this Agreement.

5.09 Dissolution of Limited District.

- (a) Either (1) the City, by resolution duly adopted by the City Council, or (2) the residents of the Limited District, on presentation to the City Secretary of a petition signed by 10% of the registered voters living in the Limited District and confirmed by the City Secretary to be conforming to the requirements of Chapter 277 of the Texas Election Code, may seek a determination as to whether the Limited District has failed or ceased to discharge its obligations under this Agreement.
- (b) Within ninety (90) days after receipt of a resolution from the City Council or verification by the City Secretary of receipt of a qualified petition under Section 5.07(a)(2) of this Agreement, the City shall give reasonable notice of and conduct a public hearing to consider the request for determination. On the conclusion of the public hearing, if the City Council determines that the Limited District has failed or ceased to discharge its obligations under this Agreement, (1) the City Council may pursue any remedy available to it under Article VI of this Agreement; or (2) the Board of Directors of the Limited District may elect to voluntarily dissolve the Limited District with sixty (60) days prior Notice to the City prior to the dissolution, or (3) the Board of Directors of the Limited District may pursue any other remedy to resolve the issues raised by the City Council or the residents of the Limited District, provided that such remedy must be consistent with this Agreement and the Related Agreements and shall be initiated within ninety (90) days after the date of the public hearing and pursued with reasonable diligence until the issue is completely resolved.
- (c) Prior to or upon the effective date of dissolution of the Limited District under Section 5.09 of this Agreement or for any other reason, the assets and liabilities of the Limited District shall be transferred to the City.

ARTICLE VI
TERM, DEFAULT AND REMEDIES

6.01 Term. As between the City and the District, this Agreement commences on the Effective Date and continues until 5:00 PM CST on the Full Purpose Annexation Conversion Date. Following 5:00 PM CST on the Full Purpose Annexation Conversion Date, this

Agreement shall continue in effect between the City and the Limited District for a period of ten (10) years after the Full Purpose Annexation Conversion Date, and may be renewed for another ten (10) year period on approval of the governing bodies of the City and the Limited District.

6.02 Notification of Default or Violation. Upon the occurrence, or alleged occurrence, of an event of default under or violation of this Agreement, the non-defaulting party shall send the defaulting Party Notice of the default or violation or the alleged default or violation. The defaulting Party must cure the default or violation within sixty (60) days of the date of the Notice (the "Cure Period").

6.03 Remedies on Default or Violation. If the default or violation is not cured within the Cure Period, the non-defaulting party may sue for injunctive relief, mandamus, specific performance, or for such other legal and equitable relief to which the non-defaulting party may be entitled, excluding consequential and incidental damages. All of these rights and remedies shall be cumulative.

6.04 City's Right to Terminate. After the expiration of the Cure Period, without regard to District's or Limited District's partial performance, if any, the City is entitled to terminate this Agreement upon written notice to District or Limited District, with the effect set forth in this Section 6.04, if District or Limited District has failed to cure a default under this Agreement within the applicable Cure Period, and the City has not waived the default in writing, or District or Limited District has failed to satisfy a condition precedent and the City has not waived performance of the condition precedent in writing. Termination of this Agreement pursuant to this Section shall also cause dissolution of the District or Limited District, but does not terminate, limit or restrict the rights and remedies of the City and is without prejudice to the City's claim for allowable damages. IN ADDITION TO THE CITY'S RIGHT UNDER COMMON LAW TO REDRESS FOR ANY BREACH OR UNCURED DEFAULT, DISTRICT AND LIMITED DISTRICT SHALL EACH INDEMNIFY AND DEFEND THE CITY AGAINST ALL LOSSES, DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES) COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, INTEREST (INCLUDING PREJUDGMENT INTEREST IN ANY LITIGATED MATTER), PENALTIES, COURT COSTS, AND ATTORNEY'S FEES AND EXPENSES) ASSERTED AGAINST, IMPOSED UPON OR INCURRED BY THE CITY, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RESULTING FROM THE BREACH OR UNCURED DEFAULT AND TERMINATION OF THIS AGREEMENT AND ENFORCEMENT OF THIS SECTION.

ARTICLE VII **ADDITIONAL PROVISIONS**

7.01 Exemption from Annexation Plan. Annexation of the Land is exempt from the municipal annexation plan requirements pursuant to Section 43.052(h)(3)(B) of the Texas Local Government Code.

7.02 Voting. Pursuant to Section 43.0175(q) of the Texas Local Government Code, Chapter 43, Subchapter F, of the Texas Local Government Code does not apply to the limited purpose annexation of the Land. Consequently, Section 43.130(a) of the Texas Local

Government Code, providing that qualified voters of an area annexed for limited purposes may vote in certain municipal elections, does not apply to the voters within the Land with the effect that, prior to the Full Purpose Annexation Conversion Date, no voters within the Land may vote in City elections.

7.03 Cooperation.

a. The City, the District, and the Limited District each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder or enable the fulfillment of their respective obligations hereunder, provided in either case the terms of this Agreement are not modified or amended thereby.

b. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the City, the District, and the Limited District agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

7.04 Notice. Any notice given under this Agreement ("Notice") must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; or (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City:
City of Georgetown
P. O. Box 409
Georgetown, Texas 78627
Attn: City Manager

and (for overnight mail or personal delivery)
City of Georgetown
113 E. 8th Street
Georgetown, Texas 78626
Attn: City Manager

With a copy to: City Attorney
P. O. Box 409
Georgetown, Texas 78627
Attn: City Attorney

and (for overnight mail or personal delivery)
City of Georgetown

113 E. 8th Street
Georgetown, Texas 78626
Attn: City Attorney

District and Limited District:

Ronald J. Freeman

~~Freeman & Corbett~~

~~8500 Bluffstone Cove, Ste. B-104~~ **102 N. RAILROAD AVE.**
PELUGERVILLE, TX 78660
~~Austin, TX 78759~~

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Parties. A Party may, by giving at least five (5) days' written notice to the other Party, designate additional parties to receive copies of notices under this Agreement.

7.05 Severability; Amendment; Waiver.

a. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that the Parties have a thirty (30) day period to negotiate a provision be added to this Agreement by mutual agreement of the Parties which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible. If no agreement can be reached to modify the illegal, invalid, or unenforceable provision, and the provision is an essential element of this Agreement, this Agreement shall be null and void.

b. The Parties may not amend this Agreement, except in a written agreement executed by duly authorized representatives of the Parties.

c. The Parties may not waive any provision in this Agreement, except pursuant to a writing executed by the Party or Parties against whom the waiver is sought to be enforced. A waiver made in writing on one occasion is effective only in that instance and only for the purpose it is given and is not to be construed as a waiver on any future occasion or against any other Party.

7.06 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

7.07 Entire Agreement. This Agreement and the Exhibits attached hereto, the Related Agreements and the Exhibits attached thereto, contain the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement.

7.08 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this

Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice- versa. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will together constitute the same instrument.

7.09 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday .

7.10 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. District certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with all laws, rules, regulations and orders governing or pertaining to the District.

7.11 Assignment. No Party shall assign its interest in this Agreement, in whole or in part, without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

7.12 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

7.13 No Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

7.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Sketch of the Land
Exhibit B	Metes and Bounds Description of the Land

7.15 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF NORTHWEST
WILLIAMSON COUNTY DISTRICT NO. 2 ON March 12, 2019.

DISTRICT:
NORTHWEST WILLIAMSON COUNTY
MUNICIPAL UTILITY DISTRICT NO. 2

By: [Signature]
Name: Steve Madray
Title: President
Date: March 12, 2019

ATTEST: [Signature]
Name: Nick Boyd
Title: Secretary

STATE OF TEXAS §
TRAVIS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the 12th day of March, 2019, by Steve Madray, President of Northwest Williamson County Municipal Utility District No. 2, a special district formed and operating under Chapters 49 and 54 of the Texas Water Code.



Cynthia Ferris
Notary Public Signature
Printed Name: _____
My Commission Expires: _____

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
GEORGETOWN, TEXAS ON _____, 201_.

CITY:
CITY OF GEORGETOWN, TEXAS

By: _____,
_____, Mayor

Date: _____

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____,
201_, by _____, Mayor of the City of Georgetown, Texas, a home-rule
city, on behalf of the City.

Notary Public Signature
Printed Name: _____
My Commission Expires: _____

EXHIBIT J
Master Development Fee Calculation Form

EXAMPLE:

(Showing Master Development Fee calculation if net bond reimbursement amount is \$10,000,000, and all credits or adjustments apply.)

NET BOND REIMBURSEMENT x 8% =
\$800,000*

MDF CREDITS:

Ronald Reagan Regional Trail Credit
\$200,000
(Per Section 5.05(b) of the Agreement)

\$200,000

ADJUSTED MASTER DEVELOPMENT FEE:

\$600,000

INSTALLMENT WORKSHEET

TOTAL DISTRICT BONDS SOLD: \$ _____

LESS ALLOWABLE DEDUCTIONS*:

Surplus and Escrowed Funds \$ _____

Non-Construction Costs:

Legal and Financial Advisory Fees: \$ _____

Interest Costs:

Capitalized Interest \$ _____

Developer Interest \$ _____

Bond Discount \$ _____

Administrative and Organization \$ _____

(including creation costs and operating advances)

Bond Application, Market Study, \$ _____

and other bond issuance costs

(based upon costs approved for reimbursement under applicable TCEQ rules, and an audit of
Developer reimbursable expenses performed at the time of each Bond issue)

TCEQ Bond Issuance Fee \$ _____

Application, Review and Inspection Fees \$ _____

TOTAL ALLOWABLE DEDUCTIONS: \$ _____

NET BOND REIMBURSEMENT: \$ _____

CITY MDF PERCENTAGE: X 8%

GROSS MDF: \$_____

LESS RONALD REAGAN REGIONAL TRAIL CREDIT: \$_____ THIS
CREDIT SHALL NOT EXCEED A CUMULATIVE TOTAL AMOUNT OF ONE MILLION U.S. DOLLARS
(\$1,000,000) per Section 5.04(b) of the Amended and Restated Consent Agreement.

ADJUSTED MDF: \$_____

*_ACTUAL AMOUNT TO BE BASED ON COSTS APPROVED FOR
REIMBURSEMENT BY TCEQ AS AUDITED BY DISTRICT AUDITOR

EXHIBIT K

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

NOTICE CONCERNING MUNICIPAL UTILITY DISTRICT AND MUNICIPAL ANNEXATION

The real property, described below, that you are about to purchase is located in the **Northwest Williamson County Municipal Utility District No. 2** (the “District”). The District has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the District is \$_____ on each \$100 of assessed valuation. If the District has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$_____ on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$_____, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$_____.

The District has the authority to adopt and impose a standby fee on property in the district that has water, sanitary sewer, or drainage/water quality facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$_____. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

The District is located in whole or in part in the extraterritorial jurisdiction of the City of Georgetown, Texas. By law, a district located in the extraterritorial jurisdiction of

a municipality may be annexed without the consent of the District or the voters of the district.

All of the property within the boundaries of the District is subject to the terms and conditions of a Strategic Partnership Agreement ("Agreement") between the District and the City of Georgetown. The Agreement governs the annexation by the City of Georgetown of the property in the District, which will be annexed initially for limited purposes and subsequently for full purposes. The Agreement also provides for the conversion and the timing for conversion of the District to a Limited District and establishes the governmental and operational relationship between the City and the District while the District or the Limited District continues in existence, all as authorized by Section 43.0751, Texas Local Government Code. A copy of the Agreement may be obtained by contacting the offices of the District, and questions concerning the Agreement may be directed to the District or the City of Georgetown Planning Department.

The purpose of this District is to provide water, sewer, drainage, or flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property you are acquiring is as follows:

(Date)

Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

"The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

(Date)

Signature of Purchaser

(**Note:** Correct tax rate, bond amounts, and legal description are to be placed in the appropriate space.) Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by the seller and purchaser, as indicated. If the district does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the district has not yet levied taxes, a statement of the district's most recent projected rate of tax is to be placed in the appropriate space. If the district does not have approval from the TCEQ to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on the seller's behalf may modify the notice by substitution of the words 'January 1, ____' for the words 'this date' and place the correct calendar year in the appropriate space.)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING AN AMENDED AND RESTATED CONSENT AGREEMENT BETWEEN THE CITY OF GEORGETOWN, TEXAS, PARMER RANCH PARTNERS, L.P., AND NORTHWEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 2 , PERTAINING TO A PROPOSED NEW SUBDIVISION IN WILLIAMSON COUNTY, TEXAS CONSISTING OF APPROXIMATELY 454 ACRES IN THE CITY'S EXTRATERRITORIAL JURISDICTION GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF WILLIAMS DRIVE AND RONALD REAGAN BLVD. ON THE NORTH AND SOUTH SIDES OF RONALD REAGAN BLVD. AND CONSISTING OF A PROPOSED SUBDIVISION TO BE CALLED "PARMER RANCH;" REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has received an application to amend and restate the "Consent Agreement" among the City, Partner Ranch Partners, L.P., and Northwest Williamson County Municipal Utility District No. 2 dated to be effective on December 15, 2015 and recorded in the Official Public Records of Williamson County, Texas as Document No. 2016001484, as amended by the "First Amendment to Consent Agreement" recorded in the Official Public Records of Williamson County, Texas as Document No. 2019092165, pertaining to approximately 454 acres of land in the City's extraterritorial jurisdiction for a proposed subdivision to be known as "Parmer Ranch (the "Property");" and

WHEREAS, the Amended and Restated Consent Agreement attached to this Ordinance as **Exhibit A** provides for the development of the Property and construction of public infrastructure pursuant to the terms of the Amended and Restated Consent Agreement; and

WHEREAS, the City Council of the City of Georgetown finds that it has the authority approve the Amended and Restated Consent Agreement pursuant to Section 212.172 of the Texas Local Government Code.

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

Section 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly

made a part hereof, as if copied verbatim. The City Council hereby finds that this ordinance complies with the Vision Statement of the City of Georgetown 2030 Comprehensive Plan.

Section 3. The City Council hereby adopts and approves the Amended and Restated Consent Agreement in substantially the form attached hereto as **Exhibit A**. **Exhibit A** is incorporated into this Ordinance for all purposes by this reference.

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 execute this Ordinance and the Amended and Restated Consent Agreement attached here to as **Exhibit A** and the City Secretary to attest. The Amended and Restated Consent Agreement and this Ordinance shall become effective in accordance with the provisions of the Charter of the City of Georgetown.

Attachment:

Exhibit A – Amended and Restated Consent Agreement between the City of Georgetown, Texas, Parmer Ranch Partners, L.P., and Northwest Williamson County Municipal Utility District No. 2

PASSED AND APPROVED ON FIRST READING ON THE 14TH DAY OF JANUARY, 2020.

PASSED AND APPROVED ON SECOND READING ON THE 28TH DAY OF JANUARY, 2020.

ATTEST:

THE CITY OF GEORGETOWN:

Robyn Densmore, City Secretary

Dale Ross, Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

Parmer Ranch MUD

(Northwest Williamson County MUD No. 2)

Proposed Amended and Restated Consent Agreement

Presented by
Wayne Reed, Assistant City Manager

January 14, 2020

Overview

- Purpose of Presentation
- Parmer Ranch Land Plan (same as approved 2019-02-26)
- MUD Policy Basic Requirements
- MUD Policy Analysis of Proposed Amended and Restated Consent Agreement
- Action
- Next Steps

Purpose

Public Hearing and possible action on an Ordinance (1st Reading) approving an Amended and Restated Consent Agreement for the Northwest Williamson County Municipal Utility District #2, also known as the Parmer Ranch MUD, pertaining to a proposed new subdivision in Williamson County, Texas consisting of approximately 454 acres generally situated on the northeast side of Williams Drive (RM 2338) at Ronald Reagan Boulevard and stretching from Williams Drive to Somerset Hills Drive along both sides of Ronald Reagan Boulevard.

Purpose

Why are we amending this Consent Agreement?

The consent agreement is being amended and restated to address...

- Residential Development Standards (incorporate)
- Architectural Design Standards (incorporate)
- Tree Preservation (provide flexibility)
- Parks and Regional Trail (fund, build, and public access)
- Fire SIP Fee (adjust to recognize ESD Boundary)
- Financial Terms (modify and remove conflicts)
 - MDF Credit for Ronald Reagan Regional Trail

Parmer Ranch Land Plan

- Land Plan (same as approved 2/26/19)
- 454 acres

Land Uses

- Commercial on 70 acres
- 1,170 Single-family DUs (max.)
 - 735 DUs north of Ronald Reagan
 - 435 DUs south of Ronald Reagan
- 600 Multi-family DUs (max)
 - Limited to 30 acres
- School on approx. 15 acres
- Open space + 47 acres
 - Includes 2 HOA parks and Amenity Center



MUD Policy

(Approved July 2018)

Purpose

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.

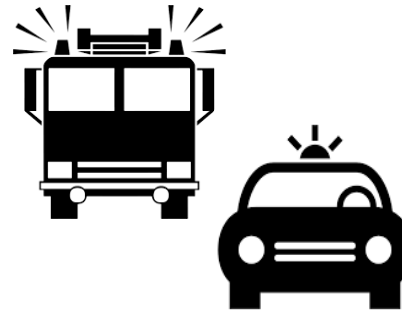
MUD Policy: Basic Requirements



Quality Development



Extraordinary Benefits



Public Service/Safety



Exclusive Provider



Fiscally Responsible



Finance Plan



Annexation



Quality Development. The development meets or exceeds the intent of the development, infrastructure, and design standards of City codes

- **Land Development.** Developer has agreed to meet/exceed standards in UDC, plus add the following enhancements to Development Agreement:
 - **Single-family Diversity.** Traditional single-family on lots and condo (“maintenance free”) products with allowance for duplex and townhomes
 - Maximum of 35% of all SF lots can be a minimum of 40’ wide (40’ to < 50’)
 - Maximum of 5% of all SF lots can be less than 40’ wide if served by an alley
 - Minimum of 10% of all SF lots will be at least 60’ wide
 - **Residential, Multi-family, and Non-Residential Architectural Standards.** Development and design standards to ensure minimum standard of quality and create equality with more recent developments with MUDs.
- **Infrastructure.** Developer has agreed to meet City’s infrastructure standards
- **Transportation Improvements.** Developer has agreed to fund the design and construction of roadway infrastructure based upon TIA.



Quality Development. The development meets or exceeds the intent of the development, infrastructure, and design standards of City codes

- **Land Development.** Developer has requested flexibility with Tree Preservation:
 - **Tree Preservation.** Abide by UDC Tree Preservation standards on 382 acres out of 454 acres.
 - On 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 trees on these parcels.





Quality Development. The development meets or exceeds the intent of the development, infrastructure, and design standards of City codes

- **Land Development.** Developer has requested flexibility with Tree Preservation:

There are 410 trees on these four parcels covering 72 acres, including 91 Heritage Trees:

- Parcel 6 = 49 trees of which 20 are Heritage Trees
- Parcel 19 = 70 trees ... 6 Heritage Trees
- Parcel 20 = 129 trees ... 24 Heritage Trees
- Parcel 21 = 162 trees ... 41 Heritage Trees



410 Trees



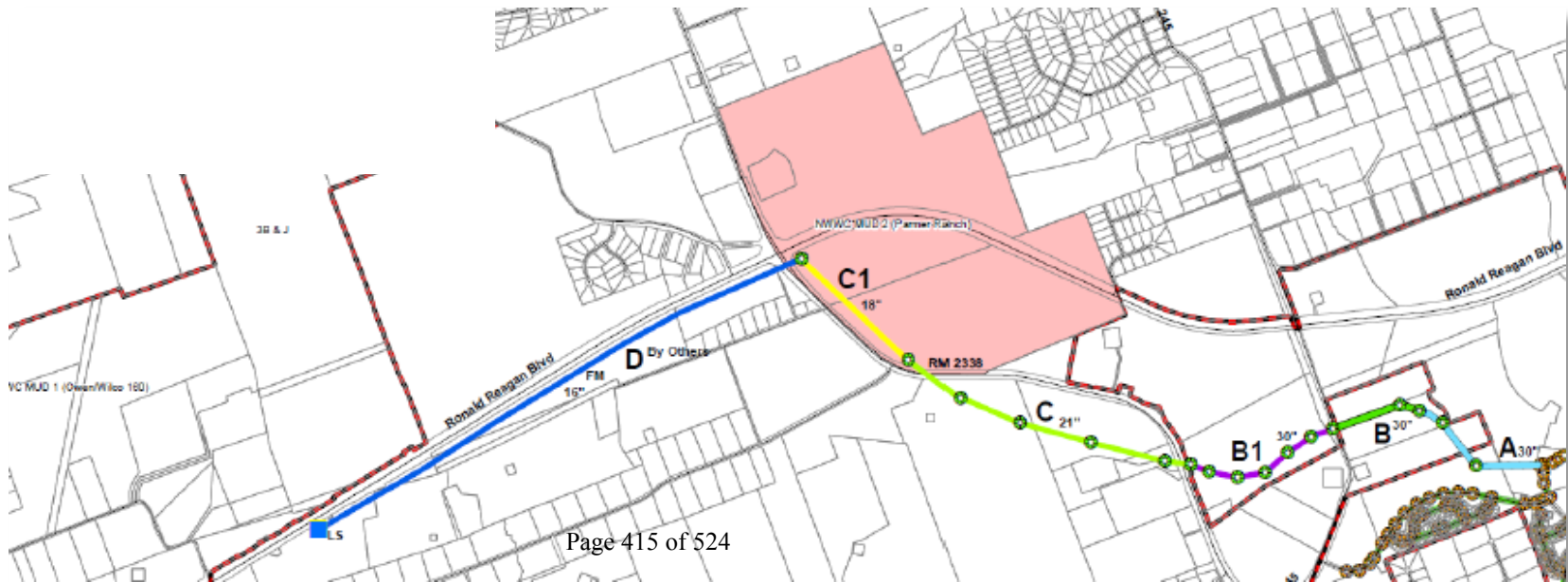
Extraordinary Benefits. The development provides extraordinary public benefits that advance the vision and goals of the Comprehensive Plan.

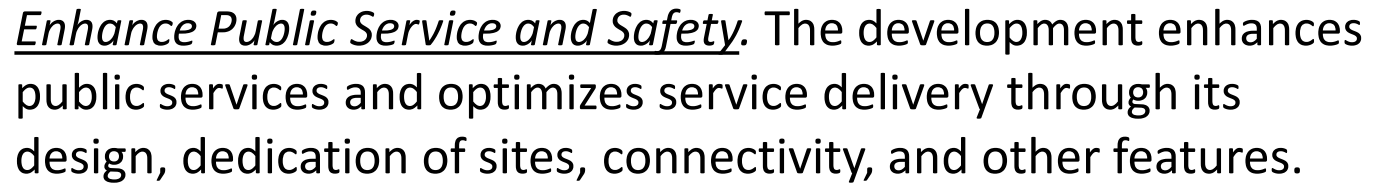
- **Roads.** Developer/District to design, fund, and construct on-site collector level roads and make developer contributions to and/or construct other transportation improvements based upon TIA.
- **Trails.** Developer/District to design, fund, and construct regional trail (10' wide) along south side of Ronald Regan Boulevard.
- **Parks/Recreational Facilities/Open Space.** Developer to provide neighborhood parks, a private amenity center, and preserve 47 acres as open space/parkland.
 - Developer committed to providing a minimum of \$250,000 to improve each neighborhood park. Improvements will be triggered by a certain building permit threshold.
- **Diversity of Housing.** Residential development standards provide a diversity of housing with range of single-family lots/designs, multi-family, and cluster homes.



Extraordinary Benefits. The development provides extraordinary public benefits that advance the vision and goals of the Comprehensive Plan.

- **Wastewater (Existing Benefit).** The Parmer Ranch development will extend a master planned wastewater interceptor line that will facilitate development of this project as well as surrounding properties.
- **Water Infrastructure (Existing Benefit).** Developer/District to cover cost to construct water lines, including master planned lines.





- Clarification:** City can only assess this fee for lots located within city limits and ESD #8. For any lot located in another ESD, for which the City is not the primary responder, the City cannot impose a Fire SIP fee.





City Exclusive Provider. The development further promotes the City as the exclusive provider of water, sewer, solid waste, and electric utilities.

- **Exclusive Provider.** The City will continue to be exclusive provider of all services – water, wastewater, and solid waste. This project is located outside of the City's electric service area; it is wholly within the Pedernales Electric Cooperative (PEC) service area.
- **On-site Facilities.** The Developer/District to cover the full cost of On-site Facilities (water, wastewater, drainage, road, etc...) internal to the development that are necessary to serve the project.
- **Impact Fees.** The Developer/District will be assessed the existing water and wastewater impact fees in effect at time of building permit.



Finance Plan. The developer(s) contributes financially to cover a portion of infrastructure expenses without reimbursement by the MUD or the City and as reflected in conditions placed on the issuance of bonds by the district.

- **Bond Terms:**
 - **Estimated Maximum Amount of Bonds:** \$84,000,000.
 - **Maximum Bond Maturity:** 25 years [MUD Policy guide is 25 years]
 - **Bond Issuance Period:** 15 years from the date of the first issuance of Bonds issued by each district [MUD Policy guide is 10 years; existing consent agreement provides for 15 to 20 years]
 - **Refunding Bonds:** Not later than 10th anniversary of date of issuance
 - **Reimbursement Agmt.:** No later than the fifteenth (15th) anniversary of the date of the first issuance of bonds by the District
 - **District Only Tax Rate (Maximum):** \$0.95/\$100 in Assessed Value



Finance Plan. The developer(s) contributes financially to cover a portion of infrastructure expenses without reimbursement by the MUD or the City and as reflected in conditions placed on the issuance of bonds by the district.

- **Master Development Fee.** The City will collect the MDF from bonds issued by NWWCMUD #2 to at a rate of 8% of each net bond reimbursement received by Developer calculated in accordance with MDF Calculation Form. [No change]
 - Ronald Reagan Regional Trail Credit. Up to \$1 million credit for the construction and maintenance of regional trail. Credit based on actual costs. [Change]

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
Principal Bond \$	\$4.4	\$4.6	\$8.3	\$7.8	\$10.0	\$12.1	\$9.0	\$10.1	\$8.6	\$9.1	\$84.0
Net to Developer	\$3.5	\$3.7	\$6.6	\$6.4	\$8.2	\$10.2	\$7.6	\$8.8	\$7.5	\$7.9	\$70.4
MDF	\$0.3	\$0.3	\$0.5	\$0.5	\$0.6	\$0.8	\$0.6	\$0.7	\$0.6	\$0.6	\$5.6



Fiscally Responsible. The development is financially feasible, doesn't impair the City's ability to provide municipal services, and would not impose a financial burden on the citizens of Georgetown in the event of annexation.

- Development is responsible for costs associated with extension of master planned wastewater interceptor, any off-site utility extensions, on-site costs of infrastructure, and will not impose financial burden on citizens of City of Georgetown.
- Master Development Fee Credit. City will receive 8% of Developer's net Proceeds minus \$1 million credit for Ronald Reagan Regional Trail.
- Strategic Partnership Agreement for Commercial development will allow the City's sales tax to be collected from retail businesses located in this ETJ development.
 - Sales tax split between City (80%) and Developer (20%)

Action

Public Hearing and possible action on an Ordinance (1st Reading)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING AN AMENDED AND RESTATED CONSENT AGREEMENT BETWEEN THE CITY OF GEORGETOWN, TEXAS, PARMER RANCH PARTNERS, L.P., AND NORTHWEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 2 , PERTAINING TO A PROPOSED NEW SUBDIVISION IN WILLIAMSON COUNTY, TEXAS CONSISTING OF APPROXIMATELY 454 ACRES IN THE CITY'S EXTRATERRITORIAL JURISDICTION GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF WILLIAMS DRIVE AND RONALD REAGAN BLVD. ON THE NORTH AND SOUTH SIDES OF RONALD REAGAN BLVD. AND CONSISTING OF A PROPOSED SUBDIVISION TO BE CALLED "PARMER RANCH;" REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Next Steps

- Should Council approve the ordinance (1st and 2nd reading), it will allow execution of the Parmer ranch Amended and Restated Consent Agreement
 - 2nd reading scheduled for Jan. 28, 2020

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

First Public Hearing regarding a proposed **Strategic Partnership Agreement** (SPA) between the City of Georgetown and Northwest Williamson County Municipal Utility District No. 2 (**NWWCMUD No.2**) providing for, among other things, the **limited purpose annexation** of the area within NWWCMUD No. 2 boundaries -- Wayne Reed, Assistant City Manager

ITEM SUMMARY:

This is the first of two required public hearings on a proposed Strategic Partnership Agreement (SPA) between the City and Northwest Williamson County Municipal Utility District No. 2 (NWWCMUD No. 2). NWWCMUD No. 2 is in the City's extraterritorial jurisdiction near the intersection of Williams Drive and Ronald Reagan Blvd. and is currently an undeveloped subdivision to be known as Parmer Ranch. The Amended and Restated Consent Agreement governing the relationship between the City and NWWCMUD No. 2 and development of the subdivision is a separate agenda item. The purpose of this hearing and the second hearing to be held on January 28, 2020 is to provide opportunities for interested persons to present testimony or evidence regarding the proposed SPA.

BACKGROUND:

Pursuant to Tex. Local Government Code Sec. 43.0751, cities and municipal utility districts can enter in to SPAs for several purposes, including consent by a district (on behalf of itself and all existing and future owners of land within the district) to the limited-purpose annexation of the land in the district by a city while the district is still in existence, full purpose annexation of any commercial property in the district, and conversion of the district into a limited district after full purpose annexation of the district by the city. In this case, the proposed SPA provides for the limited purpose annexation of all the land in the district, the assessment and collection of City sales and use taxes generated in the district, sharing of the sales and use taxes between the City and NWWCMUD No. 2, and conversion of NWWCMUD No. 2 into a "limited district" after full purpose annexation.

The highlights of the SPA are summarized below:

Sec. 3.01 – In this section, NWWCMUD No. 2 consents to limited purpose annexation of all of the land within the district to be effective when the SPA is executed by the City.

Sec. 3.02 – In this section, the City annexes the land in NWWCMUD No. 2 for the limited purpose of collecting sales and use taxes on sales consummated within the district. Sec. 4.02 specifies that the types of sales and use taxes that the City can impose include but are not limited to the City's general sales tax, taxes for economic development corporations, road maintenance sales taxes, and sales taxes that reduce property taxes.

Sec. 4.01 – This section addresses taxing powers of the City and NWWCMUD No. 2 during and after the limited purpose annexation period. During the limited purpose annexation period, the City can assess and collect sales and use taxes but not property taxes; the district can assess and collect property taxes. Property owners in the district will pay NWWCMUD No. 2 property taxes, but not City taxes during the limited purpose annexation period. After full purpose annexation, the City can levy property taxes. On full purpose annexation, the intent or goal would be that the district's property tax rate would be the same as the City's property tax rate, but the agreement recognizes that the City and NWWCMUD No. 2 are each obligated to assess and levy taxes sufficient to cover their debt obligations so as not to impair the rights of bondholders.

Sec. 4.02 – This section addresses how revenues from sales and use taxes collected from within the district will be shared between the City and NWWCMUD No. 2. The SPA provides that NWWCMUD No. 2 will get 20% of the City's 1% general sales tax but none of the other types of sales and use taxes. The City will get 80% of the City's 1% general sales and use tax, and 100% of all other sales and use taxes. The City agrees to pay the NWWCMUD No. 2 its share of the tax revenues thirty days after it receives a sales and use tax report from the State Comptroller.

Sec. 5.01 – This section addresses full purpose annexation and tracks the City's standard language (i.e., no full

purpose annexation until the earlier of 15 years after the first district bonds are issued or the district has issued bonds sufficient to reimburse the developer for 90% of its development costs). The land will be deemed to be within the city limits after full purpose annexation. Per current law and the SPA, when the time comes for full purpose annexation, the land can be annexed for full purposes by ordinance but without regard to the annexation procedures in Subchapters C-3, C-4, C-5, or F of the Local Government Code.

Sec. 5.03 – This section addresses the conversion of NWWCMUD No. 2 into a “Limited District” AFTER full purpose annexation has occurred so that the district can continue to be responsible for parkland and maintenance of open space after annexation, but per Section 5.06 of the SPA the Limited District cannot issue debt for this purpose unless the City consents.

APPROVAL PROCEDURE:

The Texas Local Government Code provides that the City Council cannot adopt an SPA before the NWWCMUD No. 2 adopts it; NWWCMUD No. 2 adopted the SPA on March 12, 2019. The Code also provides that, before adopting the SPA, the City and the District both have to have two public hearings on the proposed SPA. NWWCMUD No. 2 has already held its public hearings; the City’s public hearings are scheduled for January 14 and 28, 2020. The SPA becomes effective when adopted by the City. It will be recorded and a copy sent to the Texas Comptroller.

FINANCIAL IMPACT:

Because NWWCMUD No. 2 is bordered by Williams Drive and bisected by Ronald Reagan Blvd., and the Land Plan calls for Mixed Use development along the majority of the length of those corridors, it is anticipated that sales and use taxes will be generated within the district boundaries. If that happens, the City will receive 80% of the 1% general sales and use tax, and 100% of all other City sales and use taxes generated.

SUBMITTED BY:

Wayne Reed, Assistant City Manager

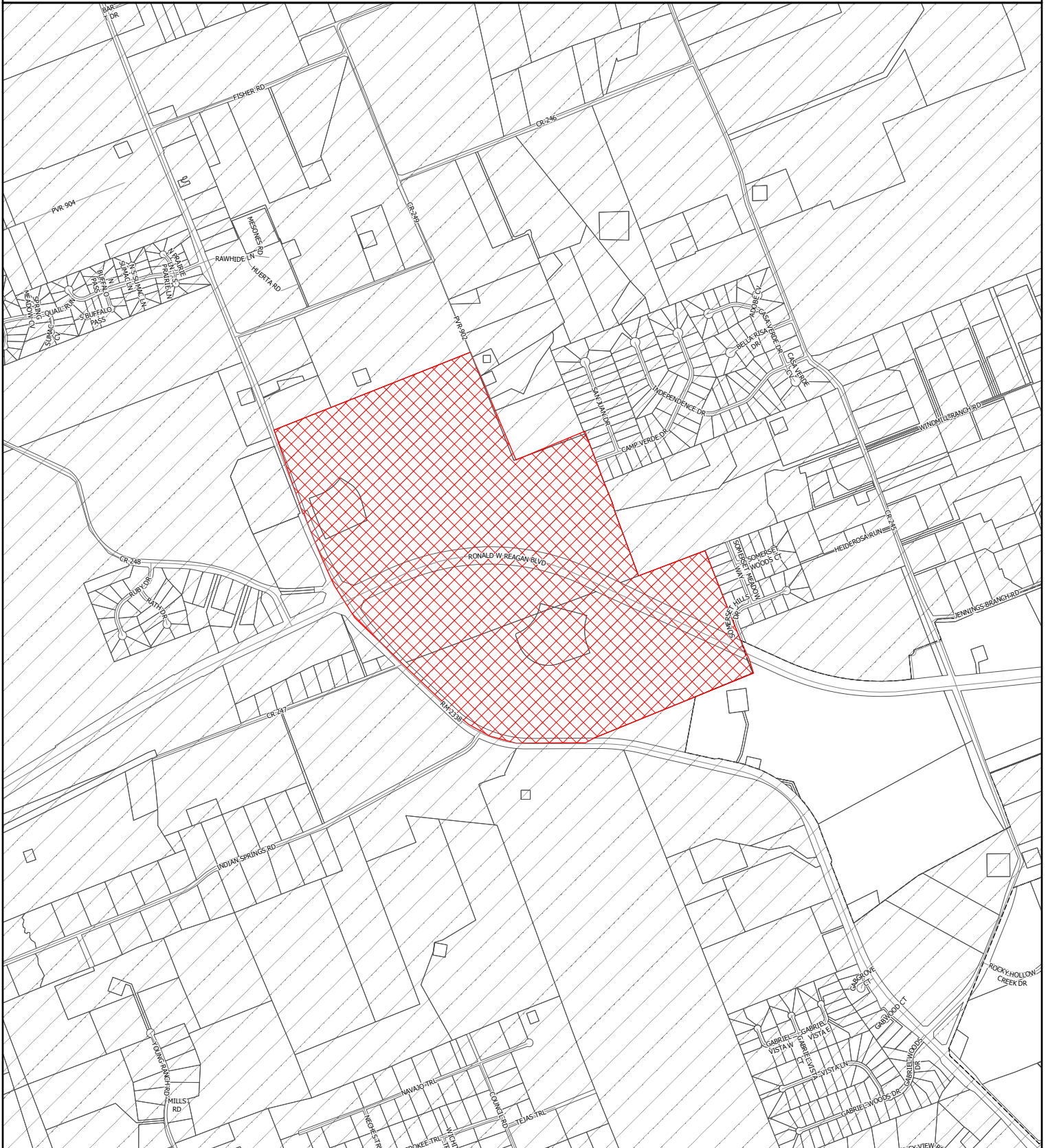
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
Location Map

Strategic Partnership Agreement for NWWCMUD 2

LOCATION MAP

Parmer Ranch MUD (2019-4-MUD)



-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



0 500 1,000
Feet

**STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF GEORGETOWN, TEXAS AND
NORTHWEST WILLIAMSON COUNTY MUD NO. 2**

This Strategic Partnership Agreement (this "Agreement") is entered into by and between the City of Georgetown, Texas (the "City"), and Northwest Williamson County Municipal Utility District No. 2 (the "District").

**ARTICLE I
RECITALS**

WHEREAS, the City is a home-rule municipal corporation created and existing under the laws of the State of Texas and situated in Williamson County, Texas; and

WHEREAS, the District is a municipal utility district created under and subject to the Consent Agreement with the City, and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the District encompasses approximately 454 acres, more or less, located within the extraterritorial jurisdiction of the City as depicted as *Exhibit A* and more fully described on *Exhibit B* attached to this Agreement (the "Land"); and

WHEREAS, the City, Parmer Ranch Partners, L.P., a Texas limited partnership (the "Owner"), and the District are parties to that certain Amended and Restated Consent Agreement approved by the City Council on January 28, 2020 (which amends and replaces the Consent Agreement dated to be effective on December 15, 2015 recorded in the Official Public Records of Williamson County, Texas as Document No. 2016001484 and the First Amendment thereto recorded as Document No. 2019092165) pertaining to the creation of the District on the Land (the "Consent Agreement"), the Original Wastewater Services Agreement recorded in the Official Records of Williamson County, Texas as Document No. 2016001483, as amended by the First Amendment to Wastewater Services Agreement recorded in the Official Records of Williamson County, Texas as Exhibit G to Document No. 2019092165, and the Amended and Restated Partial Assignment of Receivables Agreement, attached as Exhibit F to the Amended and Restated Consent Agreement, (collectively herein as the "Related Agreements"); and

WHEREAS, the City and the District are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, Section 43.0751 of the Texas Local Government Code authorizes the City and the District to negotiate and enter into this Agreement; and

WHEREAS, certain areas within the Land may be developed for commercial uses; and

WHEREAS, pursuant to the Consent Agreement and Sections 43.0751(f)(6) and (g) of the Texas Local Government Code, effective on the Full Purpose Annexation Conversion Date (defined herein), the Parties intend that the District shall convert into the Limited District (defined herein) and continue in existence after the City's full purpose annexation of the Land for the purpose of allowing Limited District to continue to perform some of the functions previously performed by the District all as specified herein; and

WHEREAS, effective on the Effective Date, pursuant to Sections 43.071(f)(1) and (k) of the Texas Local Government Code, the City desires to annex the Land for the limited purpose of imposing and collecting sales and use taxes within the Land as permitted by Section 43.0751, Texas Local Government Code, which may include, but which are not limited to, the general sales tax and special sales and use taxes authorized by elections creating Type A and Type B corporations under Chapters 504 and 505 of the Texas Local Government Code (hereinafter the "Type A and Type B Sales Tax"), road maintenance sales taxes, sales taxes for the purposes of property tax reduction, and all other sales and use tax revenues generated on the Land (collectively, hereinafter the "Sales and Use Tax Revenues"); and

WHEREAS, subject to the terms and conditions of this Agreement the District, on behalf of itself and all present and future owners of the Land, hereby agrees that as of the Effective Date, the Land will become annexed into the City for the limited purpose of imposing and collecting Sales and Use Tax Revenues within the Land and for the other limited purposes set forth in this Agreement; and

WHEREAS, prior to approval of this Agreement by the District's Board of Directors (the "Board"), the District provided notice of two public hearings in accordance with Section 43.0751(d) of the Texas Local Government Code and all applicable laws and the Board conducted such public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board approved and adopted this Agreement on March 12, 2019, in open session in accordance with all applicable laws, which approval and adoption occurred before the City Council approved and adopted this Agreement; and

WHEREAS, prior to approval of this Agreement by the City Council of the City (the "City Council"), the City provided notice of two public hearings in accordance with Section 43.0751(d) of the Texas Local Government Code and all applicable laws and the City Council conducted such public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on January 28, 2020, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Section 43.0751(p)(1) of the Texas Local Government Code, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

WHEREAS, in accordance with the requirements of Section 43.0751(p)(2) of the Texas Local Government Code, this Agreement provides benefits for the City and the District that are reasonable and equitable.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the City and the District agree as follows:

ARTICLE II
EFFECT OF RECITALS; PURPOSE OF AGREEMENT; ADOPTION OF AGREEMENT

2.01 Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part hereof for all purposes.

2.02 Purpose. The purpose of this Agreement is to define and clarify, through contractual agreement, the terms and conditions of annexation by the City of the Land for limited purposes on the Effective Date, annexation of the Land for full purposes, and the relationship between the City and the Limited District upon conversion of the District to the Limited District at the time full purpose annexation of the District is completed, all in accordance with Section 43.0751 of the Local Government Code.

2.03 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the Board and the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

2.04 Effective Date. The effective date of this Agreement is the date this Agreement is approved and adopted by the City Council (the "Effective Date").

2.05 Filing in Property Records. This Agreement shall be filed in the Real Property Records of Williamson County, Texas.

ARTICLE III
ADOPTION OF AGREEMENT AND CONSENT TO IMMEDIATE LIMITED PURPOSE ANNEXATION OF THE LAND

3.01 Consent to Limited Purpose Annexation. THE DISTRICT ON BEHALF OF ITSELF AND ALL PRESENT AND FUTURE OWNERS OF PROPERTY WITHIN THE LAND, HEREBY REQUESTS THAT THE CITY ANNEX THE LAND FOR THE LIMITED PURPOSES AS PROVIDED IN THIS AGREEMENT. THE DISTRICT CONSENTS TO SUCH LIMITED PURPOSE ANNEXATION AND TO THE COLLECTION OF SALES AND USE TAX REVENUES BY THE CITY WITHIN THE LAND. SUCH CONSENT SHALL BIND THE DISTRICT AND EACH OWNER AND FUTURE OWNER OF PROPERTY WITHIN THE LAND.

3.02 Limited Purpose Annexation of the Land. The City Council hereby annexes the Land for the limited purpose of collecting all sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the "Tax Code"), including but not limited to the Sales and Use Tax Revenues, to be imposed by the City on sales consummated within the Land. The District acknowledges and agrees that no further notices, hearings, or other procedures shall be required

to effectuate such limited purpose annexation. In addition, the City shall have the authority, during the period of limited purpose annexation, to: require compliance with the terms of this Agreement and the Related Agreements; control and regulate the use of property and density of structures consistent with the Related Agreements; adopt all reasonable regulations pertaining to health and safety as provided by law and require compliance with such regulations; and collect Sales and Use Tax Revenues as provided in Section 43.0751(k) of the Texas Local Government Code.

3.03 Duties During Limited Purpose Annexation.

- (a) City. Except as otherwise provided in the Related Agreements, the Parties acknowledge and agree that the limited purpose annexation of the Land pursuant to this Agreement shall not obligate the City to provide any municipal services to the Land, and further agree that the Sales and Use Taxes Revenues derived from the Land may be used by the City for any lawful purpose in any geographic portion of the City or otherwise, as permitted by law and subject to the provisions of Section 4.03 of this Agreement.
- (b) District. The Parties acknowledge and agree that during the limited purpose annexation period, the District shall continue to perform its duties as set forth in the Related Agreements, including but not limited to construction, maintenance, operation, repairs and replacement of parks, recreation and open space facilities, trails and other related improvements, and facilities for drainage, prevention of erosion, and for any other facilities or services as set forth in the Related Agreements, and only under the same terms and conditions in effect under the Related Agreements.

ARTICLE IV
TAXATION DURING LIMITED PURPOSE ANNEXATION PERIOD

4.01 Property Taxation During Limited Purpose Annexation. The District and the City agree that upon and after the Effective Date of this Agreement the District may continue to levy and collect its property tax on all assessed valuation within the District boundaries and the City shall not levy and collect ad valorem taxes on property in the District until the time that the City elects to annex the Land for full purposes (the "Full Purpose Annexation Conversion Date" as defined herein). The District and the City agree to cooperate to adjust their property tax rates per \$100 of assessed valuation such that, upon the Full Purpose Annexation Conversion Date (defined herein), the District's property tax rate per \$100 assessed valuation in effect on December 31 of the year prior to the year that the City elects to annex the Land for full purposes will approximate the City's property tax rate per \$100 assessed valuation in effect on December 31 of the year prior to the year that the City elects to annex the Land for full purposes. Notwithstanding the foregoing or anything else in this Agreement to the contrary, however, the District and the City understand that the City's power to levy taxes to pay the principal of and interest on any City obligations, and the District's power to levy taxes to pay the principal of and interest on Bonds up to the Bond Limit Amount (as defined in the Consent Agreement) will be

unlimited as to rate and amount as necessary to make their respective payments on their outstanding obligations.

4.02 Collection of Sales and Use Tax Revenues. The City may impose sales and use taxes, including but not limited to the general sales tax, Type A and Type B Sales Tax, road maintenance sales tax, and sales tax for the purposes of property tax reduction, within the Land pursuant to Section 43.0751 (k) of the Texas Local Government Code. The sales and use taxes may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

4.03 Payment of Portion of Sales and Use Tax Revenues. Except as otherwise stated below, the City shall pay to the District an amount equal to twenty percent (20%) of the general one-percent (1%) portion of the Sales and Use Tax Revenues collected within the Land, but specifically excluding any portion of the Type A and Type B Sales Tax, the street maintenance sales tax, the property tax reduction sales tax, or any other sales and use tax collected within the Land (the "District Share"), commencing upon the effective date of the limited purpose annexation of the Land and terminating upon the full-purpose annexation or disannexation of the Land. The City shall pay the District Share within thirty (30) days after the City receives the sales tax report reflecting such revenues from the Comptroller of Public Accounts of the State of Texas (the "Comptroller"). Any payment of the District Share not made within such thirty (30)-day period shall bear interest calculated in accordance with Section 2251.025 of the Texas Government Code. The City shall retain eighty percent (80%) of the general one-percent (1%) portion of the Sales and Use Tax Revenues collected within the Land, plus one-hundred percent (100%) of the Sales and Use Tax Revenues attributable to collection of the Type A and Type B Sales Tax, the street maintenance sales tax, the property tax reduction sales tax, and any other sales and use tax collected within the Land (the "City Share"). No adjustments to the District Share or the City Share shall be effective unless approved in writing by the governing bodies of the District and the City.

4.04 Use of the Sales and Use Tax Revenues. The City shall use the City Share for any lawful purpose. The District shall use the District Share for any lawful purpose that is consistent with this Agreement and the Consent Agreement.

4.05 Delivery of Sales Tax Reports to District. The City shall include with each payment of the District Share a condensed version of each sales tax report provided by the Comptroller relating to Sales and Use Tax Revenues within 30 days of the City's receipt of such sales tax report.

4.06 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Section 321.102 of the Texas Tax Code, after the City Council annexes Land for limited purposes.

4.07 Termination of Sales and Use Tax Sharing. On and after the Full Purpose Annexation Conversion Date (defined herein), the City shall have no further financial obligation

to the District pursuant to this Agreement, and all Sales and Use Tax Revenues shall be retained by the City.

4.08 City Records and Audit Rights. The District may audit the Sales and Use Tax Revenues to determine whether the District Share has been paid in accordance with this Agreement. The City shall provide reasonable accommodations for the District to perform the audit. Any audit shall be made at the District's sole cost and expense and may be performed at any time during the City's regular business hours on 30 days' Notice (defined herein). For purposes of any such audits, the City shall maintain and make available to the District's representatives all books, records, documents and other evidence of accounting procedures or practices to reflect the amount of Sales and Use Tax Revenues received by the City from within the Land. The District is required by law to prepare an annual audit. The District shall provide a copy of its annual audit to the City within thirty (30) days after the audit is completed.

ARTICLE V

FULL-PURPOSE ANNEXATION AND CONVERSION TO LIMITED DISTRICT

5.01 Full Purpose Annexation. Except as otherwise provided in this Agreement or the Consent Agreement, the City agrees that it shall not annex for full purposes any of the Land within the District until the earlier of: (a) the expiration or termination of this Agreement or the Consent Agreement; or (b) the fifteenth (15th) anniversary of the date of the first issuance of bonds by the District; or (c) the date that the District has issued bonds to reimburse the Owner for ninety percent (90%) of the public infrastructure eligible for reimbursement under applicable laws or TCEQ regulations and the Consent Agreement. Subject to the foregoing, District hereby consents to the automatic full purpose annexation of all portions of the Land on the Full Purpose Annexation Conversion Date (defined herein) without further procedural action of any kind by the City Council or the District's Board in accordance with Sections 43.0751(f)(6) and (h) of the Texas Local Government Code. For purposes of this Agreement, the "Full-Purpose Annexation Conversion Date" is the date on which the City Council adopts an ordinance that includes the Land within the full-purpose boundary limits of the City. The Full-Purpose Annexation Conversion Date may be altered only by mutual written agreement of the District and the City.

5.02 Assumption of the District's Outstanding Obligations, Assets, Debts and Liabilities. Notwithstanding anything in the Consent Agreement or the Related Agreements to the contrary, the Parties specifically understand and agree that all assets and obligations of the District, including any outstanding bonded indebtedness of the District shall be assumed by the City on the Full Purpose Annexation Conversion Date; provided, however, the parks and recreation facilities (including the trails, lands and open space associated therewith and any storm water detention ponds that also function as park and recreation facilities), together with any District funds on hand related to the maintenance or construction of same, shall remain with the Limited District who shall operate and maintain same as provided herein such that upon conversion of the District to the Limited District, all of the park and recreation assets and other land and improvements of the District and responsibility for operation and maintenance thereof shall be assumed by the Limited District.

5.03 Conversion to Limited District. Pursuant to Sections 43.0751(f)(6) and (h) of the Texas Local Government Code, the District shall be converted to the Limited District, and the

Land deemed to be within the full-purpose boundary limits of the City upon the Full-Purpose Annexation Conversion Date without any further action by the City Council.

5.04 Boundaries and Name of Limited District. After the Full Purpose Annexation Conversion Date, the District shall be known as Northwest Williamson County Limited Municipal Utility District No. 2 (the "Limited District"). The boundaries of the Limited District shall be the same as the boundaries for the District and are as shown on *Exhibits A and B* attached hereto.

5.05 Duties of Limited District. After the Full Purpose Annexation Conversion Date, the Limited District shall own, operate, control, maintain, repair, replace and provide security and insurance for the parks and recreation and open space facilities (including the trails, lands and open space associated therewith and any storm water detention ponds that also function as park and recreation facilities) (collectively, the "Limited District Obligations"), it being specifically understood, however, that any park related debt (and all other debt) of the District shall be assumed by the City. The Parties agree that the City shall have no obligation during the existence of the District or the Limited District to perform any of the Limited District Obligations. The Parties agree that the City shall not be liable for any claims or causes of action arising out of, or resulting from the Limited District Obligations, including but not limited to the ownership, operation, maintenance, repair or replacement of the facilities owned or required to be maintained by the Limited District, including those that may be located on property owned by the City, or for any action or inaction of the Limited District related to same. To the extent permitted by law, the Limited District shall indemnify, defend, and hold harmless the City from any claims, demand, actions, and causes of action whatsoever arising out of or resulting from the Limited District Obligations, including but not limited to the maintenance, operations, or ownership of any facilities owned by the Limited District, or the maintenance, operations or other activities of the Limited District on any property owned by the City. The Limited District may lease or hire employees, agents, representatives, consultants, or other service providers to perform the normal administrative duties of the Limited District, except that all contracts shall provide that if the Limited District is dissolved for any reason, the contracts shall automatically expire on the date of dissolution.

5.06 Funding of Limited District Operations.

- (a) General. Consistent with the terms and conditions of this Agreement, it is the responsibility of the Limited District to provide all necessary funding for capital and operations and maintenance expenses necessary for the performance of the Limited District Obligations after the Full Purpose Annexation Conversion Date.
- (b) No Indebtedness; No Transfers of Property. No bonds shall be issued by the Limited District for any purposes. The Limited District shall not issue notes, incur additional debt, or sell, convey, lease, mortgage, assign, or otherwise transfer property without the prior written consent of the City.

5.07 Audit; Review of District Records. The Limited District shall conduct an annual audit each year, at its sole expense, to be performed by an independent certified public

accountant. The Limited District shall file a copy of the completed audit with the City's Director of Finance. The Limited District shall make its financial and other records available to the City for inspection during normal business hours.

5.08 Other Limitations. The Limited District shall have only those functions, purposes and authorities specifically enumerated in this Article V. If the Limited District take any formal action to discharge a function or authority that is not directly related to those functions and purposes specifically enumerated in this Article V, the City may proceed as allowed in Article VI of this Agreement.

5.09 Dissolution of Limited District.

- (a) Either (1) the City, by resolution duly adopted by the City Council, or (2) the residents of the Limited District, on presentation to the City Secretary of a petition signed by 10% of the registered voters living in the Limited District and confirmed by the City Secretary to be conforming to the requirements of Chapter 277 of the Texas Election Code, may seek a determination as to whether the Limited District has failed or ceased to discharge its obligations under this Agreement.
- (b) Within ninety (90) days after receipt of a resolution from the City Council or verification by the City Secretary of receipt of a qualified petition under Section 5.07(a)(2) of this Agreement, the City shall give reasonable notice of and conduct a public hearing to consider the request for determination. On the conclusion of the public hearing, if the City Council determines that the Limited District has failed or ceased to discharge its obligations under this Agreement, (1) the City Council may pursue any remedy available to it under Article VI of this Agreement; or (2) the Board of Directors of the Limited District may elect to voluntarily dissolve the Limited District with sixty (60) days prior Notice to the City prior to the dissolution, or (3) the Board of Directors of the Limited District may pursue any other remedy to resolve the issues raised by the City Council or the residents of the Limited District, provided that such remedy must be consistent with this Agreement and the Related Agreements and shall be initiated within ninety (90) days after the date of the public hearing and pursued with reasonable diligence until the issue is completely resolved.
- (c) Prior to or upon the effective date of dissolution of the Limited District under Section 5.09 of this Agreement or for any other reason, the assets and liabilities of the Limited District shall be transferred to the City.

ARTICLE VI
TERM, DEFAULT AND REMEDIES

6.01 Term. As between the City and the District, this Agreement commences on the Effective Date and continues until 5:00 PM CST on the Full Purpose Annexation Conversion Date. Following 5:00 PM CST on the Full Purpose Annexation Conversion Date, this

Agreement shall continue in effect between the City and the Limited District for a period of ten (10) years after the Full Purpose Annexation Conversion Date, and may be renewed for another ten (10) year period on approval of the governing bodies of the City and the Limited District.

6.02 Notification of Default or Violation. Upon the occurrence, or alleged occurrence, of an event of default under or violation of this Agreement, the non-defaulting party shall send the defaulting Party Notice of the default or violation or the alleged default or violation. The defaulting Party must cure the default or violation within sixty (60) days of the date of the Notice (the "Cure Period").

6.03 Remedies on Default or Violation. If the default or violation is not cured within the Cure Period, the non-defaulting party may sue for injunctive relief, mandamus, specific performance, or for such other legal and equitable relief to which the non-defaulting party may be entitled, excluding consequential and incidental damages. All of these rights and remedies shall be cumulative.

6.04 City's Right to Terminate. After the expiration of the Cure Period, without regard to District's or Limited District's partial performance, if any, the City is entitled to terminate this Agreement upon written notice to District or Limited District, with the effect set forth in this Section 6.04, if District or Limited District has failed to cure a default under this Agreement within the applicable Cure Period, and the City has not waived the default in writing, or District or Limited District has failed to satisfy a condition precedent and the City has not waived performance of the condition precedent in writing. Termination of this Agreement pursuant to this Section shall also cause dissolution of the District or Limited District, but does not terminate, limit or restrict the rights and remedies of the City and is without prejudice to the City's claim for allowable damages. IN ADDITION TO THE CITY'S RIGHT UNDER COMMON LAW TO REDRESS FOR ANY BREACH OR UNCURED DEFAULT, DISTRICT AND LIMITED DISTRICT SHALL EACH INDEMNIFY AND DEFEND THE CITY AGAINST ALL LOSSES, DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES) COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, INTEREST (INCLUDING PREJUDGMENT INTEREST IN ANY LITIGATED MATTER), PENALTIES, COURT COSTS, AND ATTORNEY'S FEES AND EXPENSES) ASSERTED AGAINST, IMPOSED UPON OR INCURRED BY THE CITY, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RESULTING FROM THE BREACH OR UNCURED DEFAULT AND TERMINATION OF THIS AGREEMENT AND ENFORCEMENT OF THIS SECTION.

ARTICLE VII **ADDITIONAL PROVISIONS**

7.01 Exemption from Annexation Plan. Annexation of the Land is exempt from the municipal annexation plan requirements pursuant to Section 43.052(h)(3)(B) of the Texas Local Government Code.

7.02 Voting. Pursuant to Section 43.0175(q) of the Texas Local Government Code, Chapter 43, Subchapter F, of the Texas Local Government Code does not apply to the limited purpose annexation of the Land. Consequently, Section 43.130(a) of the Texas Local

Government Code, providing that qualified voters of an area annexed for limited purposes may vote in certain municipal elections, does not apply to the voters within the Land with the effect that, prior to the Full Purpose Annexation Conversion Date, no voters within the Land may vote in City elections.

7.03 Cooperation.

a. The City, the District, and the Limited District each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder or enable the fulfillment of their respective obligations hereunder, provided in either case the terms of this Agreement are not modified or amended thereby.

b. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the City, the District, and the Limited District agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

7.04 Notice. Any notice given under this Agreement ("Notice") must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; or (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City:
City of Georgetown
P. O. Box 409
Georgetown, Texas 78627
Attn: City Manager

and (for overnight mail or personal delivery)
City of Georgetown
113 E. 8th Street
Georgetown, Texas 78626
Attn: City Manager

With a copy to: City Attorney
P. O. Box 409
Georgetown, Texas 78627
Attn: City Attorney

and (for overnight mail or personal delivery)
City of Georgetown

113 E. 8th Street
Georgetown, Texas 78626
Attn: City Attorney

District and Limited District:

Ronald J. Freeman
~~Freeman & Corbett~~ 102 N. RAILROAD AVE.
~~8500 Bluffstone Cove, Ste. B-104~~ FLOUGERVILLE, TX 78660
~~Austin, TX 78759~~

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Parties. A Party may, by giving at least five (5) days' written notice to the other Party, designate additional parties to receive copies of notices under this Agreement.

7.05 Severability; Amendment; Waiver.

a. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that the Parties have a thirty (30) day period to negotiate a provision be added to this Agreement by mutual agreement of the Parties which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible. If no agreement can be reached to modify the illegal, invalid, or unenforceable provision, and the provision is an essential element of this Agreement, this Agreement shall be null and void.

b. The Parties may not amend this Agreement, except in a written agreement executed by duly authorized representatives of the Parties.

c. The Parties may not waive any provision in this Agreement, except pursuant to a writing executed by the Party or Parties against whom the waiver is sought to be enforced. A waiver made in writing on one occasion is effective only in that instance and only for the purpose it is given and is not to be construed as a waiver on any future occasion or against any other Party.

7.06 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

7.07 Entire Agreement. This Agreement and the Exhibits attached hereto, the Related Agreements and the Exhibits attached thereto, contain the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement.

7.08 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this

Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice- versa. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will together constitute the same instrument.

7.09 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday .

7.10 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. District certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with all laws, rules, regulations and orders governing or pertaining to the District.

7.11 Assignment. No Party shall assign its interest in this Agreement, in whole or in part, without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

7.12 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

7.13 No Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

7.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

- Exhibit A Sketch of the Land
- Exhibit B Metes and Bounds Description of the Land

7.15 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF NORTHWEST
WILLIAMSON COUNTY DISTRICT NO. 2 ON TEXAS
ON March 12, 2019.

DISTRICT:
NORTHWEST WILLIAMSON COUNTY
MUNICIPAL UTILITY DISTRICT NO. 2

By: [Signature]
Name: Steve Madray
Title: President
Date: March 12, 2019

ATTEST: [Signature]
Name: Nick Boyd
Title: Secretary

STATE OF TEXAS §
 TRAVIS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the 12th day of March,
2019, by Steve Madray, President of Northwest Williamson County Municipal
Utility District No. 2, a special district formed and operating under Chapters 49 and 54 of the
Texas Water Code.



Cynthia Ferris
Notary Public Signature
Printed Name: _____
My Commission Expires: _____

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
GEORGETOWN, TEXAS ON _____, 201_.

CITY:
CITY OF GEORGETOWN, TEXAS

By: _____, Mayor

Date: _____

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____,
201_, by _____, Mayor of the City of Georgetown, Texas, a home-rule
city, on behalf of the City.

Notary Public Signature
Printed Name: _____
My Commission Expires: _____

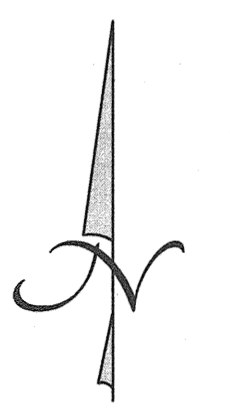
TRACT 1: 250.58 ACRES OF LAND OUT OF THE CHAS. H. DELANEY SURVEY, ABSTRACT NO. 181 AND THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, IN WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THAT TRACT CALLED 501.59 ACRES IN A DEED TO PARMER RANCH PARTNERS, L.P. RECORDED UNDER DOCUMENT NO. 2002073008, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TRACT 2: 204.28 ACRES OF LAND OUT OF THE CHAS. H. DELANEY SURVEY, ABSTRACT NO. 181 AND THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, IN WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THAT TRACT CALLED 501.59 ACRES IN A DEED TO PARMER RANCH PARTNERS, L.P. RECORDED UNDER DOCUMENT NO. 2002073008, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NWWCMUD 2

Strategic Partnership Agreement

Exhibit A



Scale: 1" = 500'

BEARINGS CITED HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983/93, TEXAS CENTRAL ZONE.

LEGEND	
●	1/2" IRON ROD FOUND WITH ORANGE CAP STAMPED "RPLS 5784" (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "T.L.S. INC."
⊗	"TXDOT" 3" BRASS DISK IN CONCRETE FOUND (UNLESS OTHERWISE NOTED)
⊙	MISC. MONUMENT (EXPLAIN)
★	COTTON SPINDLE FOUND
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
()	RECORD INFORMATION

RESTRICTIVE COVENANTS:
ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN TITLE COMMITMENT OF NO. CTMH63-8055631600139, EFFECTIVE DATE OF JANUARY 4, 2017 AND RE-LISTED BELOW WERE CONSIDERED FOR THIS SURVEY:

10.d) EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. - VOLUME 643, PAGE 218, D.R.W.C. (BLANKET TYPE)

10.e) EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY - VOLUME 1199, PAGE 617, D.R.W.C. (BLANKET TYPE)

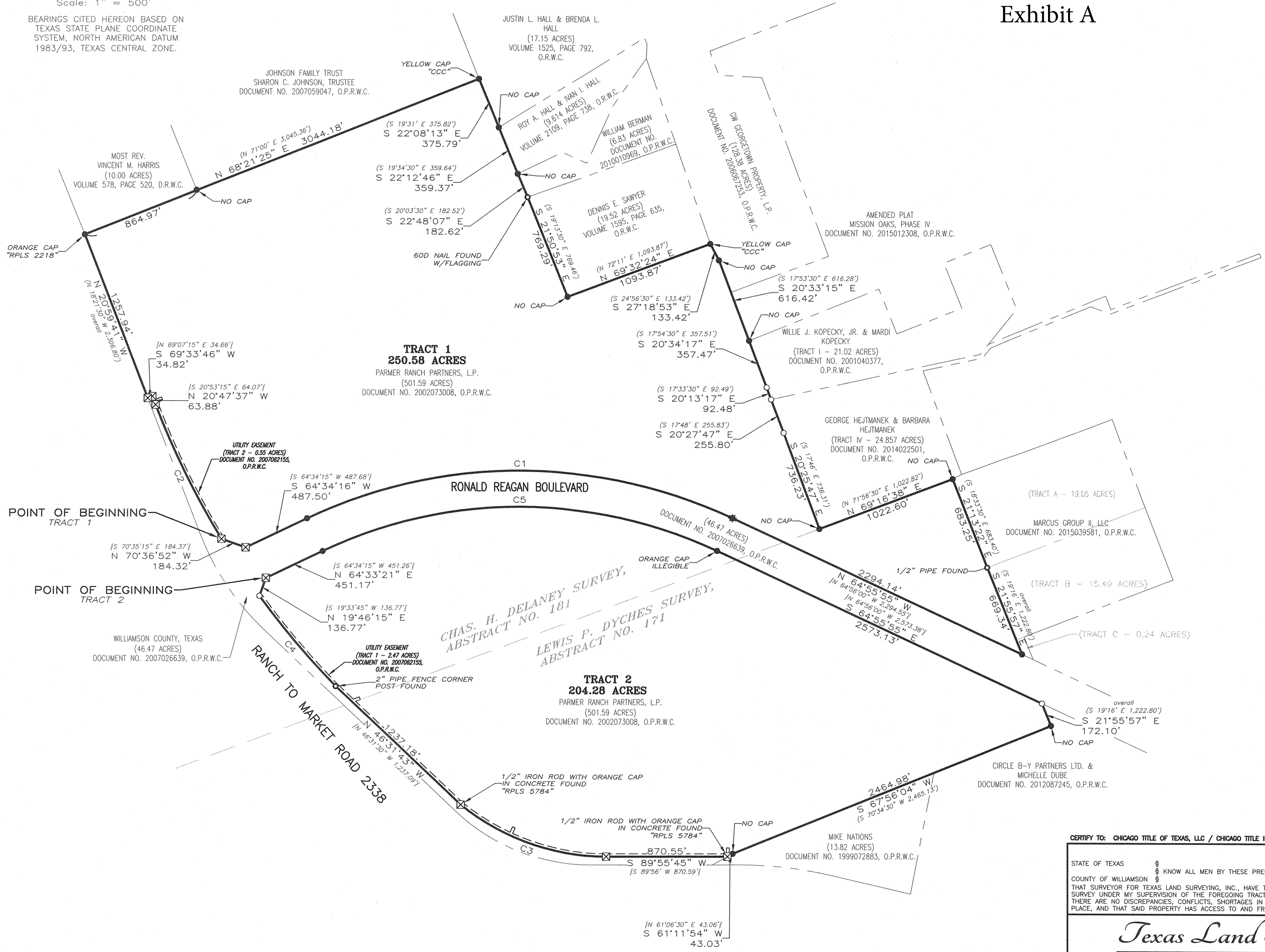
10.f) MATTERS CONTAINED IN THAT WASTEWATER SERVICES AGREEMENT DATED DECEMBER 15, 2015, EXECUTED BY PARMER RANCH PARTNERS, LP AND THE CITY OF GEORGETOWN - DOCUMENT NO. 2016001483, O.P.R.W.C. (SUBJECT TO)

10.g) MATTERS CONTAINED IN THAT CONSENT AGREEMENT EXECUTED BY PARMER RANCH PARTNERS, LP AND THE CITY OF GEORGETOWN - DOCUMENT NO. 2016001484, O.P.R.W.C. (SUBJECT TO)

10.h) EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. - DOCUMENT NO. 2007062155, O.P.R.W.C. (SUBJECT TO AND SHOWN)

CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	50°29'32"	3580.00'	3154.90'	3053.80'	S 89°49'07" W
C2	10°24'02"	5925.00'	1075.53'	1074.05'	N 26°05'35" W
C3	38°56'51"	1660.00'	1128.40'	1106.80'	N 70°34'57" W
C4	8°11'47"	5925.00'	847.58'	846.86'	N 40°09'49" W
C5	50°29'24"	3320.00'	2925.64'	2831.89'	N 89°49'16" E

RECORD CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
{C1}	-	3580.00'	3155.21'	3054.08'	N 89°49'15" E
{C2}	-	5925.00'	1075.70'	1074.22'	S 26°05'15" E
{C3}	-	1660.00'	1128.65'	1107.04'	S 70°35'15" E
{C4}	-	5925.00'	847.58'	846.86'	S 40°08'45" E
{C5}	-	3320.00'	2926.06'	2832.27'	S 89°49'15" W



CERTIFY TO: CHICAGO TITLE OF TEXAS, LLC / CHICAGO TITLE INSURANCE COMPANY / SOUTHWEST BANK / PARMER RANCH PARTNERS, L.P. / OF NO. CTMH63-8055631600139

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, _____, a duly qualified and licensed Surveyor for the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that I am a duly qualified and licensed Surveyor for the State of Texas.

TEXAS LAND SURVEYING, INC.
—A Land Surveying and Geoscience Firm—
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600 / (512) 930-9389 fax www.texas-ls.com
TBPLS FIRM NO. 10056200 GEOSCENCE FIRM NO. 50538

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

THIS AREA DOES NOT APPEAR TO BE IN SPECIAL FLOOD HAZARD AREAS PER FEMA'S FLOOD INSURANCE RATE MAP #48491C0275E, DATED SEPT. 26, 2008. THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.

Kenneth Louis Crider
Professional Land Surveyor
No. 5624

Witness my hand and seal this the 1st Day of August, 2016 A.D.

SURVEY REVISION DATE: 1-18-2017

NWWCMUD 2
Strategic Partnership Agreement
Exhibit B

FIELD NOTES

JOB NO. 16301

DATE: JANUARY 18, 2017

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TRACT 1

250.58 ACRES

250.58 ACRES OF LAND OUT OF THE CHAS H. DELANEY SURVEY, ABSTRACT NO. 181 AND THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, IN WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THAT TRACT CALLED 501.59 ACRES IN A DEED TO PARMER RANCH PARTNERS, L.P. RECORDED UNDER DOCUMENT NO. 2002073008, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a "TXDOT" 3 inch brass disk in concrete found inside of said 501.59 acre tract at the intersection of the north line of Ronald Reagan Boulevard (260' right-of-way) and the east line of Ranch to Market Road 2338 (R.M. 2338), recorded in that deed to Williamson County, Texas under Document No. 2007026639 of said Official Public Records, for the southwest corner of this tract;

THENCE: inside of said 501.59 acre tract with the east line of said R.M. 2338 as conveyed in said deed to Williamson County, Texas the following three (3) courses:

1. 1,075.53 feet along a curve to the right ($r= 5,925$ feet, $lc= N 26^{\circ}05'35'' W$, 1,074.05 feet) to a "TXDOT" 3 inch brass disk in concrete found, marking an angle point in the east line of said R.M. 2338, for an angle point in the west line of this tract;
2. $N 20^{\circ}47'37'' W$, 63.88 feet to a "TXDOT" 3 inch brass disk in concrete found, marking an angle point in the east line of said R.M. 2338, for an angle point in the west line of this tract;
3. $S 69^{\circ}33'46'' W$, 34.82 feet to a "TXDOT" 3 inch brass disk in concrete found, marking an angle point in the east line of R.M. 2338 as conveyed to the State of Texas by Volume 416, Page 60, Deed Records of Williamson County, Texas, being the northwest corner of said Williamson County tract, for an angle point in the west line of said 501.59 acre tract and this tract;

THENCE: $N 20^{\circ}59'41'' W$, 1,257.94 feet with the east line of said R.M. 2338 conveyed to the State of Texas and the west line of said 501.59 acre tract to a 1/2" iron rod with orange cap stamped "RPLS 2218" found, marking the southwest corner of that tract called 10.00 acres in a deed to Most Rev. Vincent M. Harris recorded in Volume 578, Page 520 of said Deed Records, for the northwest corner of said 501.59 acre tract and this tract;

THENCE: $N 68^{\circ}21'25'' E$, with the north line of said 501.59 acre tract at 864.97 feet pass a 1/2" iron rod found marking the southeast corner of said Harris tract and the southwest corner of that tract conveyed to Johnson Family Trust by deed recorded in Document No. 2007059047 of said Official Public Records, and continuing for an overall distance of 3,044.18 feet with the south line of said Johnson Family Trust tract to a 1/2" iron rod with yellow cap stamped "CCC" found in the west line of that tract called 17.15 acres in a deed to Justin L. Hall and Brenda L. Hall by deed recorded in Volume 1525, Page 792, Official Records of Williamson County, Texas, marking the southeast corner of said Johnson Family Trust tract, for the northeast corner of said 501.59 acre tract and this tract;

THENCE: with the east line of said 501.59 acre tract the following fourteen (14) courses, for the east line of this tract:

1. $S 22^{\circ}08'13'' E$, 375.79 feet with the west line of said 17.15 acre Hall tract to a 1/2" iron rod found marking the southwest corner of said 17.15 acre Hall tract and the northwest corner of that tract called 9.614 acres in a deed to Roy A. Hall and Ivan I. Hall recorded in Volume 2109, Page 738, of said Official Records, for an angle point in the east line of this tract;

FIELD NOTES

JOB NO. 16301

DATE: JANUARY 18, 2017

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2. S 22°12'46" E, 359.37 feet with the west line of said 9.614 acre Hall tract to a 1/2" iron rod found marking the southwest corner of said 9.614 acre Hall tract and the northwest corner of that tract called 6.83 acres in a deed to William Berman recorded in Document No. 2010010969, of said Official Public Records, for an angle point in the east line of this tract;
3. S 22°48'07" E, 182.62 feet with the west line of said Berman tract to a 60D nail with flagging found marking the southwest corner of said Berman tract and the northwest corner of that tract called 19.52 acres in a deed to Dennis E. Sawyer recorded in Volume 1595, Page 635, of said Official Records, for an angle point in the east line of this tract;
4. S 21°50'53" E, 769.29 feet with the west line of said Sawyer tract to a 1/2" iron rod found, marking the southwest corner of said Sawyer tract, for an angle point in the east line of this tract;
5. N 69°32'24" E, 1,093.87 feet with the south line of said Sawyer tract to a 1/2" iron rod with yellow cap stamped "CCC" found, marking the southeast corner of said Sawyer tract and an angle point in the west line of that tract called 128.38 acres in a deed to GW Georgetown Property, L.P. recorded in Document No. 2006067253, of said Official Public Records, for an angle point in the east line of this tract;
6. S 27°18'53" E, 133.42 feet with the west line of said GW Georgetown Property tract to a 1/2" iron rod found, marking an angle point in the west line of said GW Georgetown Property tract, for an angle point in the east line of this tract;
7. S 20°33'15" E, 616.42 feet in part with the west line of said GW Georgetown Property tract and the west line of the Amended Plat of Mission Oaks, Phase IV, recorded in Document No. 2015012308 of said Official Public Records to a 1/2" iron rod found, marking the northwest corner of that 21.02 acre tract called Tract I in a deed to Willie J. Kopecky, Jr. and Mardi Kopecky recorded in Document No. 2001040377 of said Official Public Records, for an angle point in the east line of this tract;
8. S 20°34'17" E, 357.47 feet with the west line of said Kopecky tract to a 1/2" iron rod with pink cap stamped "TLS INC." set, marking an angle point in the west line of said Kopecky tract, for an angle point in the east line of this tract;
9. S 20°13'17" E, 92.48 feet with the west line of said Kopecky tract to a 1/2" iron rod with pink cap stamped "TLS INC." set, marking the southwest corner of said Kopecky tract and the northwest corner of that 24.857 acre tract called Tract IV in a deed to George Hejtmanek and Barbara Hejtmanek recorded in Document No. 2014022501 of said Official Public Records, for an angle point in the east line of this tract;
10. S 20°27'47" E, 255.80 feet with the west line of said Hejtmanek tract to a 1/2" iron rod with pink cap stamped "TLS INC." set, marking an angle point in the west line of said Hejtmanek tract, for an angle point in the east line of this tract;
11. S 20°25'47" E, 736.23 feet with the west line of said Hejtmanek tract to a 1/2" iron rod found, marking the southwest corner of said Hejtmanek tract, for an angle point in the east line of this tract;
12. N 69°16'38" E, 1,022.60 feet with the south line of said Hejtmanek tract to a 1/2" iron rod found, marking an angle point in the south line of said Hejtmanek tract and the northwest corner of that 19.05 acre tract called Tract A in a deed to Marcus Group II, LLC, recorded in Document No. 2015039581, of said Official Public Records, for an angle point in the east line of this tract;

FIELD NOTES

JOB NO. 16301

DATE: JANUARY 18, 2017

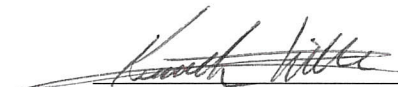
PAGE 3 OF 6

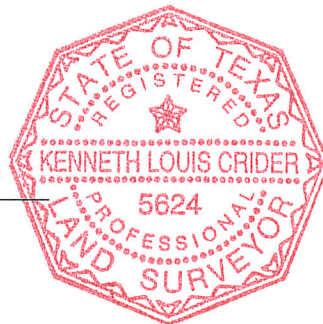
13. S 21°13'22" E, 683.25 feet with the west line of said Tract A to a 1/2" iron rod with pink cap stamped "TLS INC." set, marking the southwest corner of said Tract A and the northwest corner of that 15.49 acre tract called Tract B in said deed to Marcus Group II, LLC, for an angle point in the east line of this tract;
14. S 21°55'57" E, 669.34 feet in part with the west line of said Tract B and with the west line of that 0.24 acre tract called Tract C in said deed to Marcus Group II, LLC to a 1/2" iron rod with orange cap stamped "RPLS 5784" found in the north line of said Ronald Reagan Boulevard, marking the southwest corner of said Tract C, for the southeast corner of this tract;

THENCE: inside of said 501.59 acre tract with the north line of said Ronald Reagan Boulevard the following four (4) courses, for the south line of this tract:

1. N 64°55'55" W, 2,294.14 feet to a cotton spindle found, for an angle point in the south line of this tract;
2. 3,154.90 feet along a curve to the left (r= 3,580 feet, lc= S 89°49'07" W, 3,053.80 feet) to a 1/2" iron rod with orange cap stamped "RPLS 5784" found, for an angle point in the south line of this tract;
3. S 64°34'16" W, 487.50 feet to a "TXDOT" 3 inch brass disk in concrete found, for an angle point in the south line of this tract;
4. N 70°36'52" W, 184.32 feet to the point of beginning, containing 250.58 acres of land, more or less.

All Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83(93).


1-18-17
Kenneth Louis Crider, R.P.L.S. No. 5624
Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628



Texas Land Surveying, Inc.

-A Land Surveying and Geoscience Firm-
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200 GEOSCIENCE FIRM No. 50538

FIELD NOTES

JOB NO. 16301

DATE: JANUARY 18, 2016

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TRACT 2

204.28 ACRES

204.28 ACRES OF LAND OUT OF THE CHAS H. DELANEY SURVEY, ABSTRACT NO. 181 AND THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, IN WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THAT TRACT CALLED 501.59 ACRES IN A DEED TO PARMER RANCH PARTNERS, L.P. RECORDED UNDER DOCUMENT NO. 2002073008, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a "TXDOT" 3 inch brass disk in concrete found inside of said 501.59 acre tract in the south line of Ronald Reagan Boulevard (260' right-of-way), recorded in that deed to Williamson County, Texas under Document No. 2007026639 of said Official Public Records, for the northwest corner of this tract;

THENCE: inside of said 501.59 acre tract with the south line of said Ronald Reagan Boulevard the following three (3) courses:

1. N 64°33'21" E, 451.17 feet to a 1/2" iron rod with orange cap stamped "RPLS 5784" found, marking an angle point in the south line of said Ronald Reagan Boulevard, for an angle point in the north line of this tract;
2. 2,925.64 feet along a curve to the right (r= 3,320.00 feet, lc= N 89°49'16" E, 2,831.89 feet) to a 1/2" iron rod with illegible orange cap found, marking an angle point in the south line of said Ronald Reagan Boulevard, for an angle point in the north line of this tract;
3. S 64°55'55" E, 2,573.13 feet to a 1/2" iron rod with pink cap stamped "TLS INC." set in the east line of said 501.59 acre tract, marking the north corner of that tract conveyed to Circle B-Y Partners LTD. and Michelle Dube by deed recorded in Document No. 2012087245 of said Official Public Records, for the northeast corner of this tract;

THENCE: S 21°55'57" E 172.10 feet with the north line of said Circle B-Y Partners tract and the east line of said 501.59 acre tract to a 1/2" iron rod with pink cap stamped "TLS INC." set, marking an angle point in the north line of said Circle B-Y Partners tract, for the southeast corner of said 501.59 acre tract and this tract;

THENCE: with the south line of said 501.59 acre tract the following two (2) courses:

1. S 67°56'04" W, 2,464.98 feet in part with the north line of said Circle B-Y Partners tract and the north line of that tract called 13.82 acres in a deed to Mike Nations recorded in Document No. 1999072883 of said Official Public Records to a 1/2" iron rod found, marking an angle point in the north line of said Nations tract, for an angle point in the south line of this tract;
2. S 61°11'54" W, 43.03 feet to a 1/2" iron rod in concrete with orange cap stamped "RPLS 5784" found, marking an angle point in the east line of Ranch to Market Road 2338 (R.M. 2338) being recorded in said deed to Williamson County, Texas, for an angle point in the south line of this tract;

THENCE: into said 501.59 acre tract with the east line of said R.M. 2338 the following four (4) courses:

1. S 89°55'45" W, 870.55 feet to a "TXDOT" 3 inch brass disk in concrete found, for an angle point in the south line of this tract;

FIELD NOTES

JOB NO. 16301


DATE: JANUARY 18, 2016

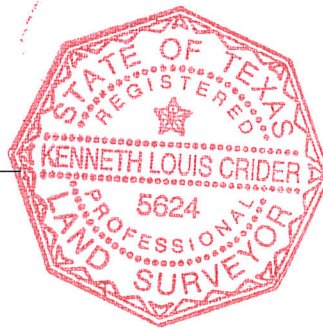
PAGE 5 OF 6

2. 1,128.40 feet along a curve to the right ($r= 1,660.00$ feet, $lc= N 70^{\circ}34'57'' W, 1,106.80$ feet) to a 1/2" iron rod in concrete with orange cap stamped "RPLS 5784" found, for the southwest corner of this tract;
3. $N 46^{\circ}31'43'' W, 1,237.18$ feet to a 2 inch pipe fence corner post found, for an angle point in the west line of this tract;
4. 847.58 feet along a curve to the right ($r= 5,925.00$ feet, $lc= N 40^{\circ}09'49'' W, 846.86$ feet) to a 1/2" iron rod with pink cap stamped "TLS INC." set at the intersection of the north line of said Ronald Reagan Boulevard and the east line of said R.M. 2338, for an angle point in the west line of this tract;

THENCE: $N 19^{\circ}46'15'' E, 136.77$ feet with the south line of said Ronald Reagan Boulevard to the point of beginning, containing 204.28 acres of land, more or less.

All Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83(93).


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TBPLS FIRM No. 10056200 GEOSCIENCE FIRM No. 50538

Closure Report

JOB NO. 16301

DATE: August 30, 2016

PAGE 1 OF 2

Boundary Mapcheck 1: TRACT 1

Closure Summary

Precision, 1 part in: 2369436.33'
Error distance: 0.01'
Error direction: N 20° 18' 52" W
Area: 250.58 acres
Square area: 10915374.808
Perimeter: 18945.16'

Point of Beginning

Easting: 3091892.65'
Northing: 10242208.34'

Side 1: Curve

Curve direction: Clockwise
Radius: [5924.98']
Arc length: 1075.53'
Delta angle: 010°
Tangent: [539.24']
Chord direction: N 26° 05' 35" W
Chord angle: [154°]
Deflection angle: [-026°]
Chord distance: 1074.05'
Easting: 3091420.25'
Northing: 10243172.92'

Side 2: Line

Direction: N 20° 47' 37" W
Angle: [-180°]
Deflection angle: [000°]
Distance: 63.88'
Easting: 3091397.57'
Northing: 10243232.64'

Side 3: Line

Direction: S 69° 33' 46" W
Angle: [090°]
Deflection angle: [-090°]
Distance: 34.82'
Easting: 3091364.94'
Northing: 10243220.49'

Side 4: Line

Direction: N 20° 59' 41" W
Angle: [-091°]
Deflection angle: [089°]
Distance: 1257.94'
Easting: 3090914.24'
Northing: 10244394.92'

Side 5: Line

Direction: N 68° 21' 25" E
Angle: [-091°]
Deflection angle: [089°]
Distance: 3044.18'
Easting: 3093743.81'
Northing: 10245517.68'

Side 6: Line

Direction: S 22° 08' 13" E
Angle: [-090°]
Deflection angle: [090°]
Distance: 375.79'
Easting: 3093885.41'
Northing: 10245169.59'

Side 7: Line

Direction: S 22° 12' 46" E
Angle: [180°]
Deflection angle: [-000°]

Distance: 359.37'
Easting: 3094021.27'
Northing: 10244836.89'
Side 8: Line
Direction: S 22° 48' 07" E
Angle: [179°]
Deflection angle: [-001°]
Distance: 182.62'
Easting: 3094092.05'
Northing: 10244668.54'

Side 9: Line

Direction: S 21° 50' 53" E
Angle: [-179°]
Deflection angle: [001°]
Distance: 769.29'
Easting: 3094378.34'
Northing: 10243954.51'

Side 10: Line

Direction: N 69° 32' 24" E
Angle: [091°]
Deflection angle: [-089°]
Distance: 1093.87'
Easting: 3095403.20'
Northing: 10244336.87'

Side 11: Line

Direction: S 27° 18' 53" E
Angle: [-097°]
Deflection angle: [083°]
Distance: 133.42'
Easting: 3095464.42'
Northing: 10244218.33'

Side 12: Line

Direction: S 20° 33' 15" E
Angle: [-173°]
Deflection angle: [007°]
Distance: 616.42'
Easting: 3095680.84'
Northing: 10243641.15'

Side 13: Line

Direction: S 20° 34' 17" E
Angle: [180°]
Deflection angle: [-000°]
Distance: 357.47'
Easting: 3095806.45'
Northing: 10243306.47'

Side 14: Line

Direction: S 20° 13' 17" E
Angle: [-180°]
Deflection angle: [000°]
Distance: 92.48'
Easting: 3095838.42'
Northing: 10243219.69'

Side 15: Line

Direction: S 20° 27' 47" E
Angle: [180°]
Deflection angle: [-000°]
Distance: 255.80'
Easting: 3095927.84'
Northing: 10242980.04'

Side 16: Line

Direction: S 20° 25' 47" E

Closure Report

JOB NO. 16301

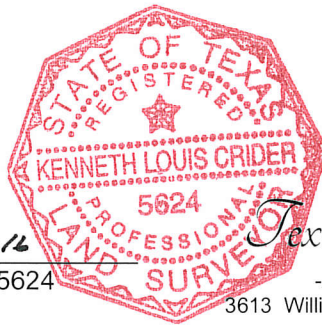
DATE: August 30, 2016

PAGE 2 OF 2

Angle: [-180°]
Deflection angle: [000°]
Distance: 736.23'
Easting: 3096184.83'
Northing: 10242290.11'
Side 17: Line
Direction: N 69° 16' 38" E
Angle: [090°]
Deflection angle: [-090°]
Distance: 1022.60'
Easting: 3097141.27'
Northing: 10242651.96'
Side 18: Line
Direction: S 21° 13' 22" E
Angle: [-090°]
Deflection angle: [090°]
Distance: 683.25'
Easting: 3097388.61'
Northing: 10242015.05'
Side 19: Line
Direction: S 21° 55' 57" E
Angle: [179°]
Deflection angle: [-001°]
Distance: 669.34'
Easting: 3097638.61'
Northing: 10241394.15'
Side 20: Line
Direction: N 64° 55' 55" W
Angle: [-043°]
Deflection angle: [137°]

Distance: 2294.14'
Easting: 3095560.57'
Northing: 10242366.16'
Side 21: Curve
Curve direction: Counter-clockwise
Radius: [3580.01']
Arc length: 3154.90'
Delta angle: 050°
Tangent: [1688.14']
Chord direction: S 89° 49' 07" W
Chord angle: [155°]
Deflection angle: [-025°]
Chord distance: 3053.80'
Easting: 3092506.78'
Northing: 10242356.50'
Side 22: Line
Direction: S 64° 34' 16" W
Angle: [180°]
Deflection angle: [-000°]
Distance: 487.50'
Easting: 3092066.51'
Northing: 10242147.17'
Side 23: Line
Direction: N 70° 36' 52" W
Angle: [-135°]
Deflection angle: [045°]
Distance: 184.32'
Easting: 3091892.64'
Northing: 10242208.35'

All Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83(93).



Kenneth Crider 8-30-16
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TBPLS FIRM No. 10056200 GEOSCIENCE FIRM No. 50538

Closure Report

JOB NO. 16301

DATE: August 30, 2016

PAGE 1 OF 1

Boundary Mapcheck: TRACT 2

Closure Summary

Precision, 1 part in: 2340537.51'
Error distance: 0.01'
Error direction: N 65° 46' 08" E
Area: 204.28 acres
Square area: 8898487.111
Perimeter: 12850.53'

Point of Beginning

Easting: 3092211.02'
Northing: 10241927.93'

Side 1: Line

Direction: N 64° 33' 21" E
Angle: [-115°]
Deflection angle: [065°]
Distance: 451.17'
Easting: 3092618.42'
Northing: 10242121.76'

Side 2: Curve

Curve direction: Clockwise
Radius: [3320.00']
Arc length: 2925.64'
Delta angle: 050°
Tangent: [1565.46']
Chord direction: N 89° 49' 16" E
Chord angle: [-155°]
Deflection angle: [025°]
Chord distance: 2831.89'
Easting: 3095450.30'
Northing: 10242130.60'

Side 3: Line

Direction: S 64° 55' 55" E
Angle: [-180°]
Deflection angle: [000°]
Distance: 2573.13'
Easting: 3097781.06'
Northing: 10241040.38'

Side 4: Line

Direction: S 21° 55' 57" E
Angle: [-137°]
Deflection angle: [043°]
Distance: 172.10'
Easting: 3097845.34'
Northing: 10240880.74'

Side 5: Line

Direction: S 67° 56' 04" W
Angle: [-090°]
Deflection angle: [090°]
Distance: 2464.98'
Easting: 3095560.91'
Northing: 10239954.73'

Side 6: Line

Direction: S 61° 11' 54" W
Angle: [173°]
Deflection angle: [-007°]
Distance: 43.03'
Easting: 3095523.20'
Northing: 10239934.00'

Side 7: Line

Direction: S 89° 55' 45" W
Angle: [-151°]
Deflection angle: [029°]
Distance: 870.55'
Easting: 3094652.65'
Northing: 10239932.92'

Side 8: Curve

Curve direction: Clockwise
Radius: [1659.99']
Arc length: 1128.40'
Delta angle: 039°
Tangent: [586.98']
Chord direction: N 70° 34' 57" W
Chord angle: [-161°]
Deflection angle: [019°]
Chord distance: 1106.80'
Easting: 3093608.80'
Northing: 10240300.87'

Side 9: Line

Direction: N 46° 31' 43" W
Angle: [-175°]
Deflection angle: [005°]
Distance: 1237.18'
Easting: 3092710.96'
Northing: 10241152.05'

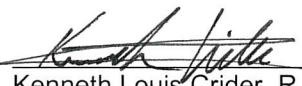
Side 10: Curve

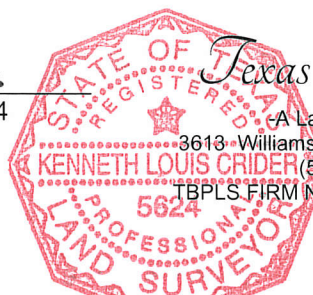
Curve direction: Clockwise
Radius: [5924.91']
Arc length: 847.58'
Delta angle: 008°
Tangent: [424.52']
Chord direction: N 40° 09' 49" W
Chord angle: [-174°]
Deflection angle: [006°]
Chord distance: 846.86'
Easting: 3092164.76'
Northing: 10241799.22'

Side 11: Line

Direction: N 19° 46' 15" E
Angle: [-124°]
Deflection angle: [056°]
Distance: 136.77'
Easting: 3092211.02'
Northing: 10241927.93'

All Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83(93).


8-30-16
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TBPLS FIRM No. 10056200 GEOSCIENCE FIRM No. 50538

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Second Reading of an Ordinance to **close** and **abandon** a **portion** of **6th Street** pursuant to Section 311.007 of the Texas Transportation Code, for the **safety** and **public benefit** of the municipality at large, to the City of Georgetown, Texas; and to authorize the mayor to execute all documents necessary to complete the abandonment -- Travis Baird, Real Estate Services Manager.

ITEM SUMMARY:

The City of Georgetown is in the process of designing a parking garage, to be located at the southwest corner of 6th and Main Street. The alignment of the site and design of the garage are such that up to 12.67 feet of the garage will encroach into the right of way. This will create future conflicts with the garage and use of the right of way, including potential utility conflicts.

This item would approve abandonment of that portion of the right of way necessary for construction of the garage to the City. This abandonment will cause a portion of 6th Street to consist of a smaller profile than is provided in the Downtown Master Plan. However, the garage will continue to benefit the public by providing public parking, which is one of the purposes outlined for right of way in the Downtown Master Plan. Additionally, the other components of the right of way to which the abandoned space would be utilized, street landscaping and sidewalks, will have sufficient space to be constructed after the abandonment per the site engineering completed to date. Utilities currently exist with the area to be abandoned, and will be relocated as part of the garage's construction.

Staff recommends approval of this item.

Project No. 100-9000-0004

FINANCIAL IMPACT:

N/A. Financial impacts are part of garage construction.

SUBMITTED BY:

Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Presentation

Ordinance

ROW Abandonment: 6th Street

Second Reading of an Ordinance to close and abandon a portion of 6th Street pursuant to Section 311.007 of the Texas Transportation Code, for the safety and public benefit of the municipality at large, to the City of Georgetown, Texas; and to authorize the mayor to execute all documents necessary to complete the abandonment. –Travis Baird, Real Estate Services Manager.

100-9000-0004

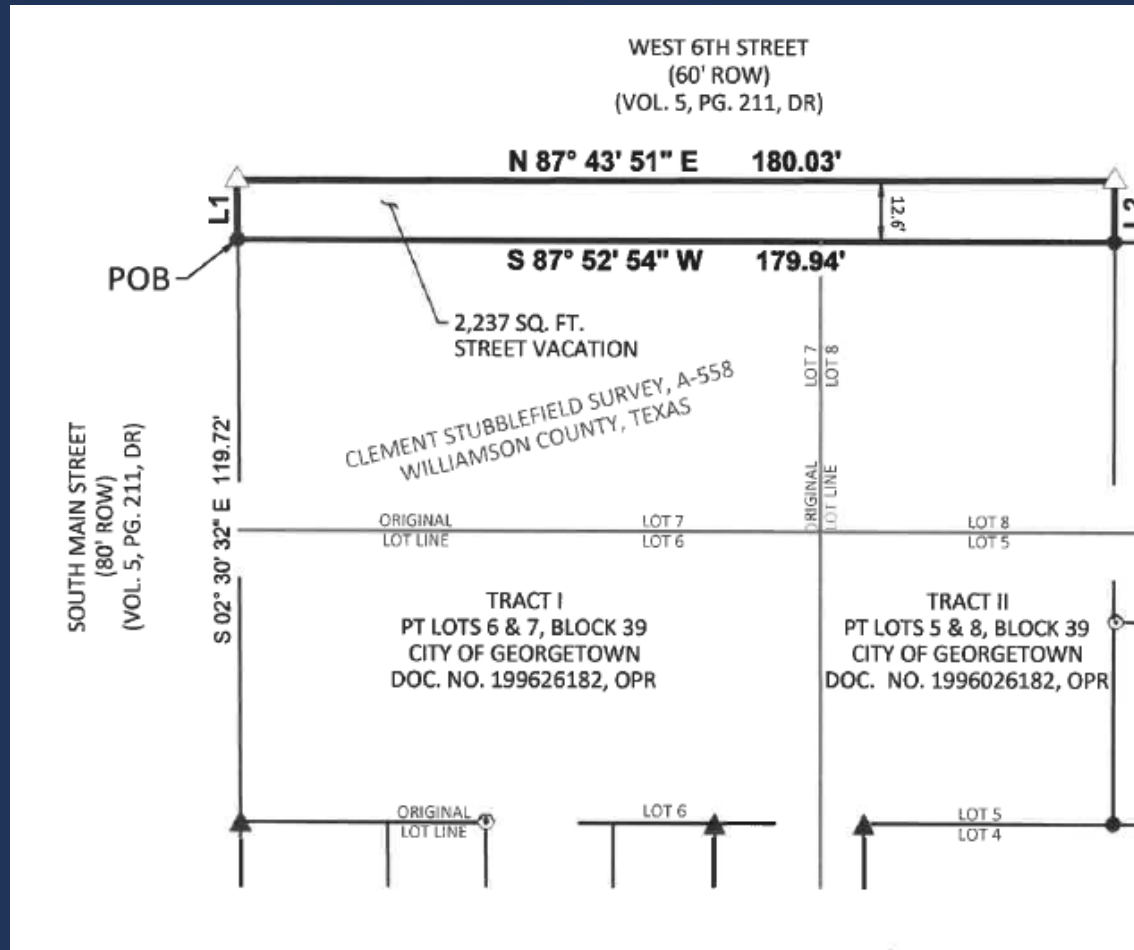
Background Information

- The City is designing a parking garage, to be located at the southeast corner of 6th and Main Streets.
- Construction of the Garage will necessitate the extension of the building up to ~12.67' into the existing right of way of 6th Street.
- The designation of that area of a public roadway right of way precludes construction of the building into the right of way.
 - Additionally, construction of the building within the right of way could allow for future conflicts with franchise users of the right of way, etc.
- The City has reached out to utility providers, who have consented to the abandonment either because:
 - Their infrastructure is not impacted; or,
 - Impacted infrastructure may remain for the time being, and will be relocated at the time of construction.

Encroachment



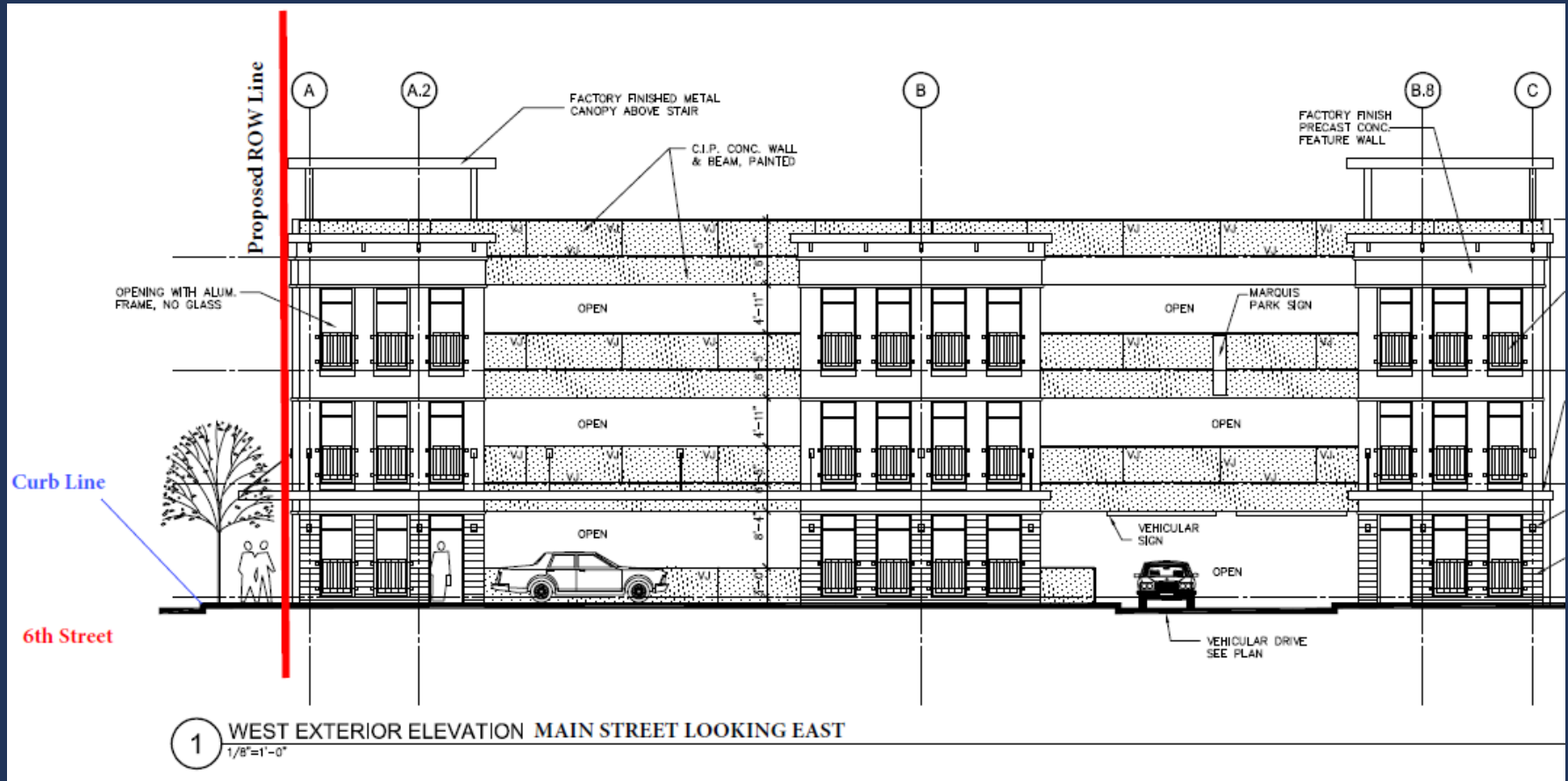
Area to be Abandoned



Additional Information

- The encroachment will reduce the right of way profile to a width below that identified for this roadway in the Downtown Master Plan.
 - However, the major components of the Plan will continue to be met.
 - Street parking on the south side of 6th Street would not be possible. Loss would be compensated for by increased spaces provided by the garage
 - Street trees/street side landscaping and sidewalks would be installed as called for in the Master Plan.

Streetscape



For purposes of illustrating streetscape only, building exterior design elements have changed.

Ordinance Caption

- **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN CLOSING A PORTION OF 6th STREET BETWEEN MAIN AND CHURCH STREETS; PROVIDING FOR THE ABANDONMENT BY QUITCLAIM DEED OF THAT PORTION OF 6TH STREET; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT; CALLING A PUBLIC HEARING; PROVIDING A CONFLICT AND SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN CLOSING A PORTION OF 6th STREET BETWEEN MAIN AND CHURCH STREETS; PROVIDING FOR THE ABANDONMENT BY QUITCLAIM DEED OF THAT PORTION OF 6th STREET; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT; CALLING A PUBLIC HEARING; PROVIDING A CONFLICT AND SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown (the “Applicant”) is seeking to vacate and abandon a portion of 6th Street, located between Main and Church Streets, as described in *Exhibit “A”*, attached hereto. The request is pursuant to the construction of a parking garage, a portion of which will be located within the right of way now requested to be abandoned.

WHEREAS, notice of the time and place, where and when this Ordinance would be given a public hearing and considered for final passage, was published in the *Williamson County Sun*, a newspaper of general circulation in the City of Georgetown, said publication being on the 20th day of November, 2019, and the 8th day of January, 2020 the same being more than seventy-two (72) hours prior to the times designated for said hearing.

WHEREAS, upon considering the Application and additional information pertaining to the Application, the City Council now finds that (a) there are no existing utilities located within the property to be abandoned; OR (b) the utilities existing in the area of the street, alley, and/or public right-of-way will be sufficiently protected by being either relocated or placed into easements or remaining rights of way 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 on *Exhibit “A”* attached hereto and made a part of this ordinance for all purposes, be, and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the public is concerned.

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 "B" 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 _____, 2020.

ATTEST:

THE CITY OF GEORGETOWN:

Robyn Densmore, City Secretary

By: _____
Dale Ross, Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

DESCRIPTION OF

DESCRIPTION OF A 2237 SQUARE FOOT TRACT OF LAND LOCATED IN THE CLEMENT STUBBLEFIELD SURVEY, ABSTRACT 558, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF WEST 6TH STREET, AN UNNAMED 60 FOOT ROADWAY SHOWN ON THE REVISED MAP OF GEORGETOWN, A MAP OF WHICH IS RECORDED IN VOLUME 5, PAGE 211, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2237 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found on the south right-of-way line of said West 6th Street at its intersection with the east right-of-way line of South Main Street, a 80 foot wide roadway shown on said REVISED MAP OF GEORGETOWN, for the northwest corner of Block 39, formally Block 7 on said REVISED MAP OF GEORGETOWN, for the southwest corner of the herein described tract, from which point a mag nail with washer stamped "INLAND 5050" found for the common west corner of Lot 6 and Lot 3, said Block 39, bears South 02°30'32" East, with said east right-of-way line of South Main Street, a distance of 119.72 feet;

THENCE, over and across said West 6th Street, the following three (3) curses and distances:

1. North 02°30'32" West, a distance of 12.19 feet, to a mag nail with washer stamped "STEGERBIZZELL" set;
2. North 87°43'51" East, a distance of 180.03 feet, to a to a mag nail with washer stamped "STEGERBIZZELL" set;
3. South 02°03'39" East, a distance of 12.67 feet, to a 1/2 inch iron rod found on said south right-of-way line of West 6th Street, for the northeast corner of that certain tract of land described as Tract II conveyed to the City of Georgetown by Warranty Deed of record in Document No. 1996026182, of the Official Public Records of Williamson County, Texas, same point being the northwest corner of that certain 0.110 acre tract of land conveyed to David C. Belt by General Warranty Deed of record in Document No. 1999076252, said Official Public Records;

STEGER  BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

THENCE, South 87°52'54" West, with the current south right-of-way line of West 6th Street, a distance of 179.94 feet, to the **POINT OF BEGINNING**, and containing 2237 square feet of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground on June 26, 2019, under my supervision.

Steger & Bizzell Engineering Inc.

 07/05/2019

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



P:\22000-22999\22669-CoG Parking Lot Replat-Rezone\Survey Data\Descriptions\22669-Street Vacation.docx



1978 S. Austin Ave
Georgetown, TX 78626

WEST 6TH STREET
(60' ROW)
(VOL. 5, PG. 211, DR)

N 87° 43' 51" E 180.03'

POB

L1

S 87° 52' 54" W 179.94'

2,237 SQ. FT.
STREET VACATION

CLEMENT STUBBLEFIELD SURVEY, A-558
WILLIAMSON COUNTY, TEXAS

SOUTH MAIN STREET
(80' ROW)
(VOL. 5, PG. 211, DR)

S 02° 30' 32" E 119.72'

ORIGINAL
LOT LINE

LOT 7

ORIGINAL
LOT LINE

LOT 7
LOT 8

12.6'

L2

N 87° 52' 54" E
59.77'

CALLED 0.110 ACRES
PT OF LOTS 5 & 8, BLOCK 39
DAVID C. BELT
DOC. NO. 1999076252,
OPR

SOUTH CHURCH STREET
(60' ROW)
(VOL. 5, PG. 211, DR)

- LEGEND**
- IRON ROD FOUND (1/2" OR AS NOTED)
 - COTTON SPINDLE FOUND
 - △ MAG NAIL WITH WASHER STAMPED "STEGGER BIZZELL" SET
 - ▲ MAG NAIL WITH WASHER STAMPED "INLAND 5050" FOUND
 - ▲ RIGHT-OF-WAY
 - ▲ OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - OPR DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 - DR
 - POB POINT OF BEGINNING

Line Table		
Line #	Direction	Length
L1	N 02° 30' 32" W	12.19'
L2	S 02° 03' 39" E	12.67'

GRAPHIC SCALE: 1" = 40'



NOTES:

- REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
 - BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD 83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
- I CERTIFY THAT THIS MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND ON JUNE 26, 2019, UNDER MY SUPERVISION.



EXHIBIT OF
2,237 SQUARE FOOT STREET VACATION
OUT OF WEST 6TH STREET,
A 60 FOOT WIDE ROADWAY
IN THE CLEMENT STUBBLEFIELD SURVEY, A-558
WILLIAMSON COUNTY, TEXAS

STEGGER BIZZELL

ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626
PHONE	512.930.9412	TECHNICAL ENGINEERING FIRM F-181
SERVICES	ENGINEERS	LAND SURVEYORS
		STEGGERBIZZELL.COM

DATE 07/05/2019 JOB NO. 22669

EXHIBIT "B"

QUITCLAIM DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: _____, 20__

GRANTOR: City of Georgetown, a Texas home-rule municipal corporation

GRANTOR'S Mailing Address (including County): P.O. Box 409, Georgetown, Williamson County, Texas 78627

GRANTEE: City of Georgetown, a Texas home-rule municipal corporation

GRANTEE'S Mailing Address (including County): P.O. Box 409, Georgetown, Williamson County, Texas 78627

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

BEING all that portion of 6th Street, as described by metes and bounds with diagram in Exhibit "A", attached hereto and incorporated herein.

For the consideration, GRANTOR quitclaims to GRANTEE all of GRANTOR'S right, title, and interest in and to the above described Property, to have and to hold it to GRANTEE, GRANTEE'S successors and assigns, forever. Neither GRANTOR, nor GRANTOR'S successors and assigns, shall have, claim or demand any right or title to the property or any part of it.

EXECUTED this the ____ day of _____, 2020.

GRANTOR
CITY OF GEORGETOWN

ATTEST:

BY: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2020.

Notary Public, State of Texas

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

[Exhibit “A” to Quitclaim Deed]

Exhibit “A” to the Quitclaim Deed is heretofore attached as Exhibit “A” to the foregoing Ordinance and will be attached accordingly to the original Quitclaim Deed prior to execution and recording.

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Second Reading of an Ordinance for the **Voluntary Disannexation** of **80.929 acres**, located in the J. Thompson Survey, Abstract No. 608 -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of the Applicant's Request:

The applicant is requesting to disannex 80.929 acres from the City Limits. The current zoning designation of the property is Agriculture (AG) and Scenic/Natural Gateway Overlay.

Staff Analysis:

The subject property is a part of a master planned development called Parkside on the River. There is a Development Agreement in place, including the creation of a Municipal Utility District.

Staff recommends disannexation of the subject property.

Public Comment:

As required by State law, notice of public hearing was posted in the newspaper (November 27, 2019), on the City's website, and letters were mailed to service providers. To date, staff has not received any public comment.

FINANCIAL IMPACT:

When the subject property is evaluated on a stand-alone basis for disannexation there is a negative fiscal impact (loss of sales and property tax). However, the subject property is a part of the Parkside on the River development. The Development Agreement includes a Strategic Alliance Partnership for capture of sales tax. The Parkside on the River development has a positive fiscal impact on the City.

SUBMITTED BY:

Chelsea Irby, Senior Planner

ATTACHMENTS:

Letter of Intent

Ordinance with Exhibits

Blake Magee, President
HM Parkside, LP
1011 N Lamar Blvd.
Austin, Texas 78703

November 18, 2019

City of Georgetown
Planning and Development
406 W. 8th St.
Georgetown, Texas 78626

RE: Letter of Intent/Request for Disannexation

To whom it may concern:

Please accept this Letter of Intent as a formal request to disannex certain property that is currently within the municipal boundaries of the City of Georgetown (the "City"). A legal description of the subject property is attached as Exhibit "A" (the "Property"). A location map of the property is attached as Exhibit "B". The Property Owner's Consent Form, including proof of signature authority on behalf of the corporate entity, is attached as Exhibit "C".

The Property is located within the municipal boundaries of the City. The total acreage of the Property is 80.929 acres. The current use of the Property is open space (wildlife exemption). There is one resident, who is a qualified voter, residing on the subject Property.

The Property is a portion of a larger tract of land, the remainder of which is located within the City's extraterritorial jurisdiction. The Applicant understands and consents to the Property being included within the extraterritorial jurisdiction of the City if and when the City undertakes action to disannex the Property from its municipal boundaries.

The applicant reserves the right to pull this application from consideration at any time during the proceedings.



This request for disannexation is made pursuant to Section 43.142, *Texas Local Government Code*, and Section 1.06(3) of the City's Home Rule Charter. Further, the disannexation was contemplated in Article III of Exhibit D (Second Amended and Restated Consent Agreement) to City of Georgetown Ordinance 2019-69, which was adopted by the City Council on October 8, 2019. Applicant hereby certifies that all statements and representations made within this Letter of Intent and included in the attached exhibits are true and correct.

[SIGNATURE PAGE TO FOLLOW]

APPLICANT:

HM Parkside LP, a Texas Limited Partnership

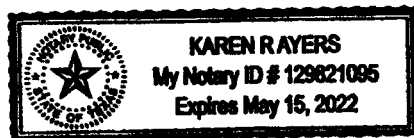
By: Hanna/Magee GP #1, Inc., a Texas Corporation

By:  
Blake J. Magee, President
Date: November 15, 2019

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 15th day of November, 2019, by Blake J. Magee, President of Hanna/Magee GP #1, a Texas corporation, general partner of HM Parkside, LP, a Texas limited partnership on behalf of said corporation and limited partnership.




Notary Public, State of Texas

(Seal)

An Ordinance of the City Council of the City of Georgetown, Texas, providing for the disannexation of certain territory consisting of 80.929 acres in the J. Thompson Survey, Abstract No. 608, as described herein; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, the owners of the area proposed for disannexation requested disannexation of the area by the City of Georgetown ("City"), pursuant to Local Government Code Section 43.142, Unified Development Code Section 3.25, and City Charter Section 1.06; and

Whereas, all of the herein-described property lies within the municipal boundaries of 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.

Section 2. The City Council of the City of Georgetown hereby disannexes certain territory consisting of 80.929 acres in the J. Thompson Survey, Abstract No. 608, as shown in "*Exhibit A*" and as described in "*Exhibit B*" of this ordinance (the "Property"). The City's official boundary map and City Council Districts map shall be amended accordingly.

Section 3. The Property's zoning classification of Agriculture (AG) and Scenic/Natural Gateway Overlay will no longer be in effect. The City's Official Zoning Map shall be amended accordingly.

Section 4. Upon disannexation of the Property, the City shall have no obligation to provide services to the Property outside of any existing Development Agreements.

Section 5. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 6. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective and be in full force and effect in accordance with the City Charter.

Passed and Approved on First Reading on the 10th day of December 2019.

Passed and Approved on Second Reading on the 14th day of January 2020.

The City of Georgetown:

Attest:

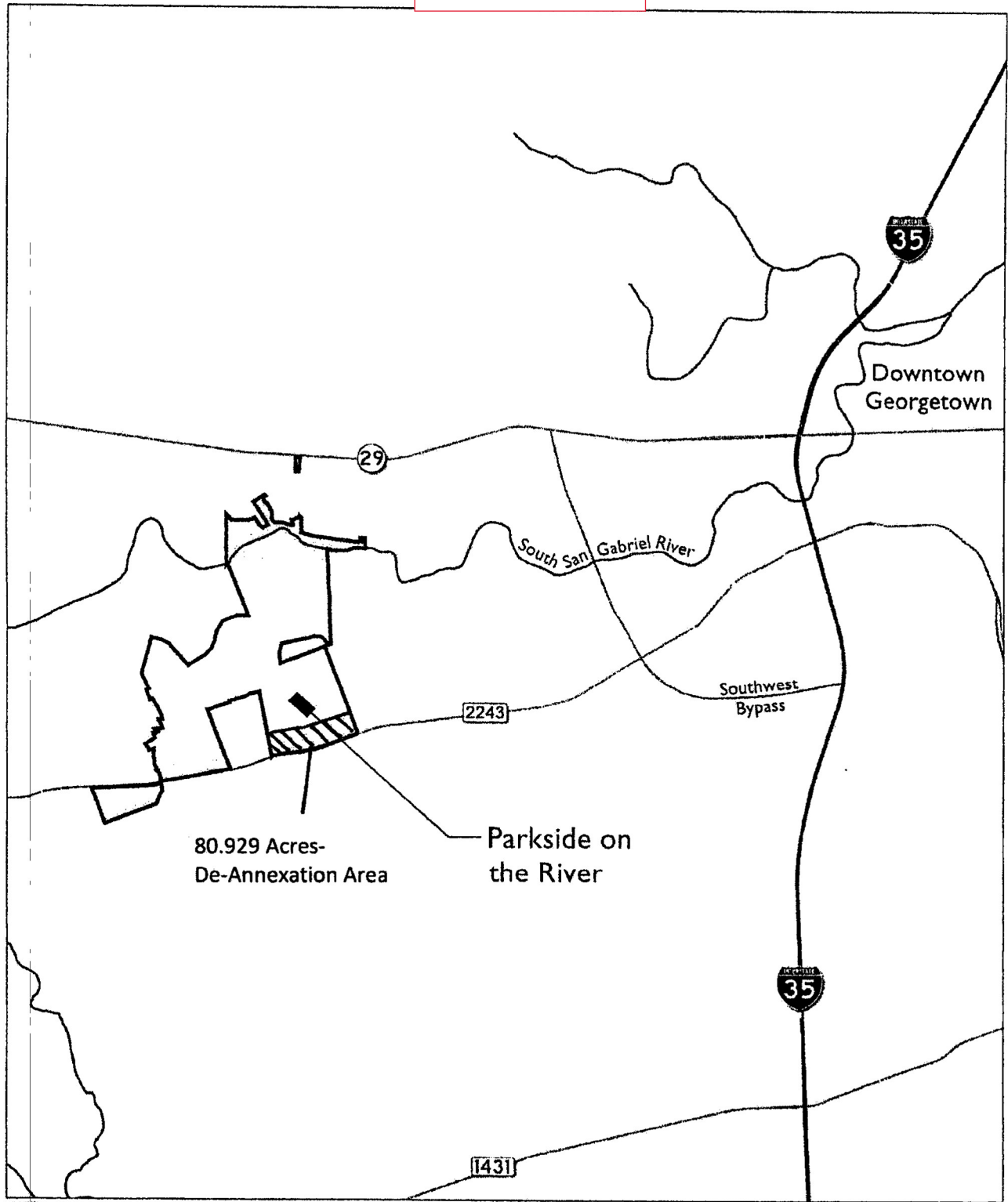
Dale Ross
Mayor

Robyn Densmore, TRMC
City Secretary

Approved as to form:

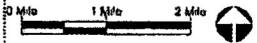
Charlie McNabb
City Attorney

Exhibit A



PARKSIDE ON THE RIVER • AREA MAP

September 4, 2019



County: Williamson
Project: Parkside on the River
Job No.: A191301
MB No.: 19-052

FIELD NOTES FOR 80.929 ACRES

Being a tract containing 80.929 acres of land located in the J. Thompson Survey, Abstract Number 608 in Williamson County, Texas. Said 80.929 acre tract being a portion of a call 1,146.591 acre tract of land recorded in the name of HM Parkside, LP, in Document Number 2018114043, Official Public Records Williamson County (O.P.R.W.C.). Said 80.929 acres being more particularly described by metes and bounds as follows (*bearings are referenced to the Texas Coordinate System, NAD 1983, Central Zone*):

Beginning at the southeasterly corner of said 1,146.591 acre tract and the southwesterly corner of a call 77.902 acre tract of land recorded in the name of Edwin H. Vale, Jr. in Document Number 2017014736, O.P.R.W.C., also being on the northerly Right-of-Way (R.O.W.) line of F.M. 2243 (80' wide);

Thence, with the southerly line of said 1,146.591 acre tract and the northerly R.O.W. line of said F.M. 2243, the following five (5) courses:

1. South 69 degrees 01 minutes 48 seconds West, a distance of 1,585.40 feet;
2. 849.66 feet along the arc of a curve to the right, said curve having a central angle of 17 degrees 14 minutes 02 seconds, a radius of 2,824.79 feet and a chord which bears South 77 degrees 38 minutes 49 seconds West, a distance of 846.46 feet;
3. South 86 degrees 15 minutes 50 seconds West, a distance of 563.49 feet;
4. 562.37 feet along the arc of a curve to the left, said curve having a central angle of 16 degrees 31 minutes 30 seconds, a radius of 1,949.86 feet and a chord which bears South 78 degrees 00 minutes 05 seconds West, a distance of 560.42 feet;
5. South 69 degrees 44 minutes 20 seconds West, a distance of 71.58 feet to a southwesterly corner of said 1,146.591 acre tract, also being the southeasterly corner of a call 22.60 acre tract of land recorded in the name of Elizabeth Anne Dufner in Document Number 2014063697, O.P.R.W.C. (Tract B);

Thence, with a westerly line of said 1,146.591 acre tract and the easterly line of said 22.60 acre tract, North 10 degrees 42 minutes 53 seconds West, a distance of 1,007.33 feet the approximate Georgetown City Limit Line;

Thence, with said City Limit Line and through and across said 1,146.591 acre tract the following four (4) courses;

1. 753.82 feet along the arc of a curve to the right, said curve having a central angle of 14 degrees 40 minutes 01 seconds, a radius of 2,944.79 feet and a chord which bears North 78 degrees 55 minutes 50 seconds East, a distance of 751.77 feet;
2. North 86 degrees 15 minutes 50 seconds East, a distance of 563.49 feet;
3. 550.40 feet along the arc of a curve to the left, said curve having a central angle of 17 degrees 14 minutes 02 seconds, a radius of 1,829.86 feet and a chord which bears North 77 degrees 38 minutes 49 seconds East, a distance of 548.33 feet;
4. North 69 degrees 01 minutes 48 seconds West, a distance of 1,586.36 feet the easterly line of said 1,146.591 acre tract and the westerly line of the aforesaid 77.902 acre tract;

Thence, with the easterly line of said 1,146.591 acre tract and the westerly line of said 77.902 acre tract, South 20 degrees 54 minutes 54 seconds East, a distance of 994.93 feet to the **Point of Beginning** containing 80.929 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.

GBI Partners, LP
TBPLS Firm No. 10194150
Ph: 512-296-2675
September 16, 2019





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P.O.B. = POINT OF BEGINNING
O.P.R.W.C. = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY

GBI PARTNERS, L.P.
LAND SURVEYING CONSULTANTS
1812 CENTRE GREEN DR., STE. 300 • AUSTIN, TX 78761
PHONE: 512.366.3671 • WWW.GBI-CONSULTING.COM

		REGULATIONS	
THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS 1801 AVENUE OF THE EQUUS BEVERLY HILLS, CALIF. 90210-1697 TEL: 310/854-2400 FAX: 310/854-2401 WWW.ASME.ORG		1812 CENTRAL EXPRESS DR., STE. 301 • ALBUQUERQUE, NM 87102 PHONE: 505/262-5875 • WWW.ASMEVTC.COM TITLES & NAMES • TOWN & STATE	
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City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Second Reading of an Ordinance related to the **Energy Risk Management Policy** --Daniel Bethapudi, General Manager of the Electric Utility

ITEM SUMMARY:

The First Reading of the Energy Risk Management Ordinance and presentation of an updated Energy Risk Management Policy for Council review and consideration.

The updated policy will include the purpose, scope, framework and key considerations and limitations of the Energy Risk Management Policy.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Daniel Bethapudi - General Manager, Electric Utility

ATTACHMENTS:

Ordinance - Energy Risk Management Policy

Energy Risk Management Policy

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING CHAPTER 13.38 TO THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN RELATING TO THE RISK MANAGEMENT POLICY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has determined that amending the Code of Ordinances facilitates greater transparency by reflecting current practices and business needs; and

WHEREAS, the City has identified amendments to the risk management policy to better manage energy risk; and

WHEREAS, the City finds that amending the energy risk management policy will enhance the City's ability to provide economic and reliable service to its customers.

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

Section 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. Chapter 13.38 of the Code of Ordinances of the City of Georgetown, is hereby amended as shown below:

CHAPTER 13.38. - RISK MANAGEMENT POLICY

Sec. 13.38.010. – Purpose

The City of Georgetown and Georgetown Electric Utility are exposed to the risks associated with purchased power. These risks are collectively called Energy Risk. Energy Risk can have a significant impact on the overall financial performance of Georgetown Electric Utility and the City of Georgetown and affect the ability to provide economic and reliable service to its customers. The adoption of an Energy Risk Management Risk Policy that outlines a planned and pro-active approach to managing energy risk is necessary to ensure that the energy risk exposures are

{00011014 / v / / GUS / 111 / (unknown)}

Ordinance Number: _____

Page 1 of 2

Description: Amending Ch. 13.38 – Risk Management Policy

Date Approved: _____

property identified, managed and reported on a pro-active and consistent basis.

Sec. 13.38.020. – Adoption of Electric Risk Management Policy and Procedures.

The City Council of the City of Georgetown shall adopt by Resolution and periodically review an Electric Risk Management Policy. The City Manager of the City of Georgetown shall adopt and implement Energy Risk Management Procedures pursuant to the Electric Risk Management Policy.

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. That all ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect ten (10) days on and after publication in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the ____ day of December, 2019.

PASSED AND APPROVED on Second Reading on the ____ day of January, 2020.

THE CITY OF GEORGETOWN:

ATTEST:

By: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

{00011014 / v / / GUS / 111 / (unknown)}

Ordinance Number: _____

Page 2 of 2

Description: Amending Ch. 13.38 – Risk Management Policy

Date Approved: _____

Energy Risk Management Policy

Adopted: _____

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VIII.	ENERGY RISK MANAGEMENT PROCEDURES.....	8

I. PURPOSE

The City of Georgetown and Georgetown Electric Utility are exposed to the risks associated with purchased power. These risks are collectively called Energy Risk.

Energy Risk can have a significant impact on the overall financial performance of Georgetown Electric Utility and the City of Georgetown and affect the ability to provide economic and reliable service to its customers.

Energy Risk Management Policy outlines a planned and pro-active approach to managing energy risk.

The Energy Risk Management Policy clearly identifies the risk management process, the organizational structures, management responsibilities, approved risk management tools, transactions, and activities, and operating procedures necessary to ensure that the energy risk exposures are properly identified, managed and reported on a pro-active and consistent basis.

II. SCOPE

- A. The Energy Risk Policy governs all business activities that may impact the Energy Risk profile of Georgetown Electric Utility. Activities that fall within the scope of this Policy include, but are not limited to, the following:

1. Wholesale Transactions (PPA, Bilateral Trades)
2. Independent System Operator (ISO)/ERCOT Market Transactions (DAM/RTM/AS)
3. Energy hedging activities involving physical and financial energy products
4. Basis hedging activities involving energy products

5. All energy commodity trading
6. Counterparty contracting and credit management

B. All transactions will be accomplished through hedging, *not* speculation.

1. Hedging

Hedging is the process of analyzing existing risk levels and entering into hedging contracts to achieve desired risk levels. A hedge is an investment that reduces the risk of adverse price movements of an asset. For example, a commodity hedge locks in a product price. As the price rises, the hedge will have an offsetting gain or, as price declines, the hedge will have an offsetting loss.

2. Speculation

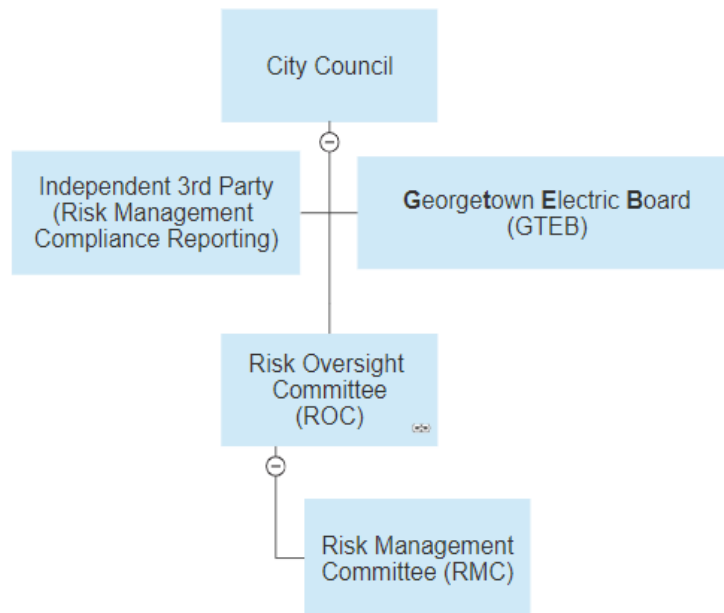
Speculation is a bet on the future direction of price movements of assets. A key motivation to speculate is that the risk of loss is offset by the possibility of a huge gain. Speculation does not reduce the risk associated with normal business activities.

III. KEY CONSIDERATIONS AND LIMITATIONS

- A. The standards and requirements specified in this Policy constitute only a subset of the overall managerial and technical elements that are required to successfully manage and control energy risk.
- B. The implementation of the risk management policy and its elements, by itself, will not guarantee a particular level of financial performance or energy risk control.
- C. The efficacy of the risk management policy is contingent on the quality of execution and compliance.
- D. Adverse and unprecedented conditions can produce more extreme levels of financial performance than forecasted using commonly-applied risk analysis methodologies.
- E. The implementation of the risk management policy or elements of the policy may create new sources of risk that may not have existed prior to the implementation of the policy.

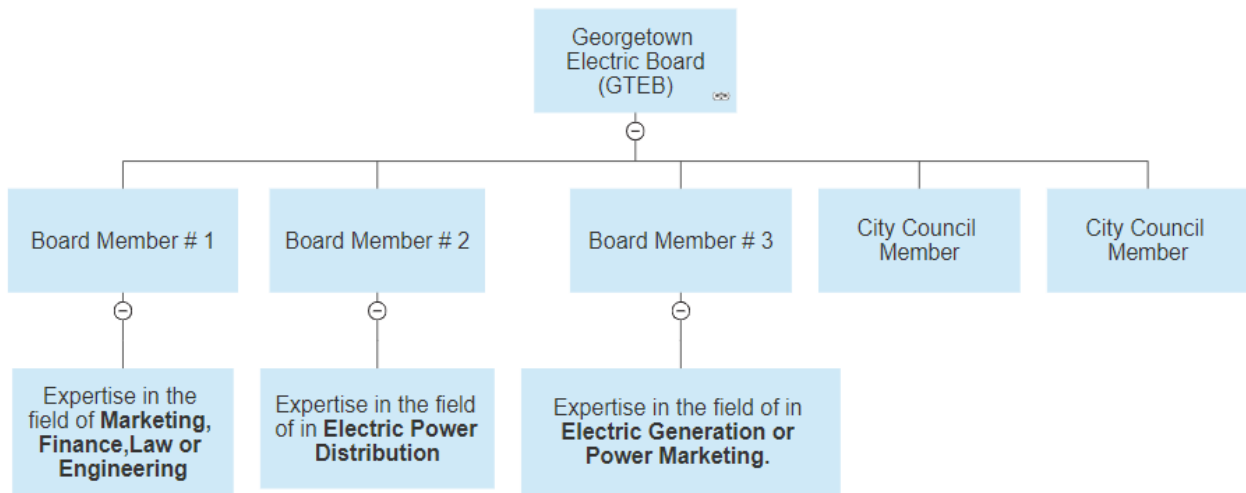
IV. ENERGY RISK MANAGEMENT FRAMEWORK

A. Energy Risk Management Organization Structure



B. The Energy Risk Management Organization is responsible for the overall implementation of the Risk Management Policy.

1. City Council
 - a. Responsible for drafting, approving, and overall Policy Oversight.
2. Georgetown Electric Board (GTEB)
 - a. Aid the City Council in providing the overall Policy Oversight.
 - b. An independent third party appointed by the Georgetown Electric Board will provide periodic Risk Management Policy Compliance reports to the GTEB and City Council.
 - c. Receives Monthly Risk Management Policy updates from Risk Oversight Committee (ROC) and Risk Management Committee (RMC)

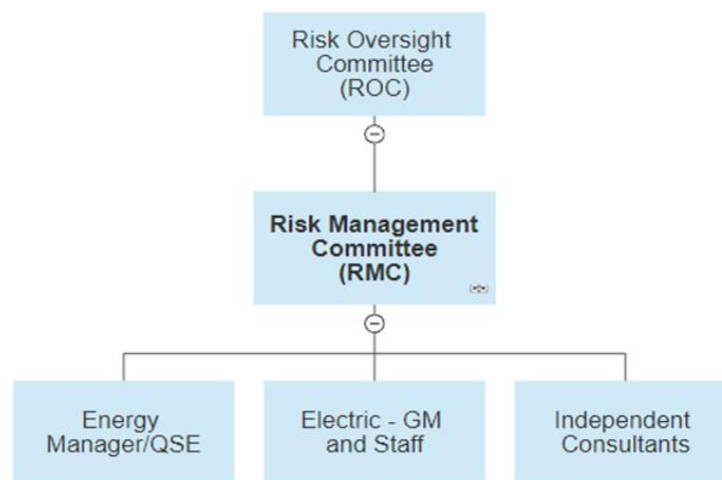


3. Risk Oversight Committee (ROC)

- a. Responsible for setting, approval, and compliance of transaction and risk limits.
- b. In conjunction with the RMC develop the overall risk management strategy.
- c. Receives weekly/monthly Risk Management updates from RMC.



4. Risk Management Committee (RMC)
 - a. In conjunction with the ROC develop the overall risk management strategy.
 - b. Implement the risk management strategy approved by the ROC.
 - c. Review existing and potential transactions, monitor proximity to limits and help support the responsibilities of the ROC.
 - d. Responsible for the day-to-day execution and management of transactions.



V. ENERGY RISK MANAGEMENT PROCESS

A. The following are the steps in the Energy Risk Management Process:

1. Organizational Objectives - The city of Georgetown (City Council, GTEB, Staff, ROC and RMC) will establish strategic and operational goals and objectives that help define the risk tolerance of the entity, overall risk management strategy including, the portfolio management, hedging, and trading activities to be undertaken, as well as those activities and transactions that are approved and prohibited. These organizational objectives are identified and reviewed through periodic strategic and business planning processes conducted with the objective of establishing budgets and enhancing power supply decisions.

The outcomes of this step are:

- a. Financial and Budgetary Goals
- b. Portfolio Goal

- c. Risk Tolerance
 - d. Approved activities and transactions.
2. Risk of Type Identification and Measurement - ROC and RMC will identify and measure the magnitude of the types of risk that can have a significant impact on the strategic and operational goals identified in the organizational objectives.
 The outcomes of this step are:
 - a. Types of risks
 - b. The magnitude of the risks identified
 3. Risk Tolerance - The risk tolerance (tolerance for uncertainty in meeting strategic and operational goals and objectives), with emphasis on downside risk, is identified by the organizational objectives.
 The outcomes from this step (The city of Georgetown's risk tolerance is translated into) are:
 - a. Transaction Limits
 - b. Risk Exposure Limits
 - c. Activities and transactions that are approved and/or prohibited.
 4. Portfolio Management - RMC with oversight from ROC will engage in purchase power activities within the approved risk tolerances. These activities shall be in compliance with the risk exposure and transaction limits and the approved and prohibited activities and transactions identified in this Policy.
 5. Risk Management Operating Procedures - The risk management policy shall be enforced and implemented through the operating procedures that execute the controls and management responsibilities. All departmental procedures that may impact risk exposure of GP&L shall be in full compliance with this Policy. RMC, ROC, staff, and vendors shall follow the operating procedures.
 6. Risk Management Reporting - The following types of reporting will support the overall implementation of the risk management policy.
 - a. Independent Third-Party Compliance Reporting
 - b. Position tracking
 - c. Performance measurement
 - d. Budgeted Vs. Actual Power Costs
 - e. Power Cost Adjustment Reporting

VI. RISK TYPES COVERED BY THIS POLICY

This Policy addresses measurable risk types listed below.

- A. Risk is the uncertainty in Georgetown Electric and the City of Georgetown's financial performance due to the following types of exposures:
 1. Market Risk is the uncertainty due to uncertain commodity market prices (i.e. commodity price risk) and uncertain price relationships (basis risk).
 2. Credit Risk is the uncertainty due to the chance of non-performance in payment or delivery (either physical or financial) by counterparties.
 3. Volumetric Risk is the uncertainty due to the variability in native load peak demand and energy volumes, and in the quantity of energy deliveries under variable off-take energy contracts and/or option contracts.
 4. Transmission Risk is the uncertainty due to transmission constraints or congestion affecting the volume and/or transmission costs impacting price risk.
 5. Locational basis risk (Congestion) is the uncertainty due to the difference between the source pricing point and the consumption pricing point that may exist in different energy-related activities and transactions
 6. Outage Risk is the uncertainty due to variability in the availability, curtailments, forced and/or planned outage rates of the facilities that Georgetown Electric has contractual entitlements.
 7. Model Risk is the uncertainty due to the use of insufficiently accurate models for portfolio management decision making resulting in adverse financial outcomes.
 8. Execution Risk is the uncertainty due to the lack of speed or accuracy of the transaction execution.
 9. Operational Risk is the uncertainty due to inadequate or failed internal processes, people, internal systems, or from external events. Operational risk can also be exacerbated by inadequate or ineffective:
 - a. Internal controls
 - b. Transaction and/or strategy risk assessment
 - c. Segregation of duties
 - d. Management oversight
 - e. Staff resources, expertise and/or training

- f. Protections against fraudulent actions by employees or third-parties

VII. RISK TOLERANCE

- A. For the purposes of this Policy, Georgetown Electric's Energy Risk tolerance is defined by the degree of uncertainty that it can accept in its Total Budgeted Purchase Power Costs (TBPC), Financial Ratios, Power Cost Adjustment (PCA), and credit position.
- B. Evaluation and measurement of Energy Risk shall be based on Georgetown Electric's Total Budgeted Purchase Power Costs (TBPC) versus industry benchmarks and monitoring of counterparty credit positions. These metrics may be augmented by other forms of risk measurement and are described in more detail in Appendix D.
- C. Georgetown Electric's risk tolerance is further defined by the limits contained in other appendices to this Policy.

VIII. ENERGY RISK MANAGEMENT PROCEDURES

The Energy Risk Management Policy shall be implemented through internal Energy Risk Management Procedures that accomplish the controls and management responsibilities identified in this document.

- A. Important elements of Energy Risk Management Procedures:
 - 1. Purpose of RM Procedures - Re-articulate highlights of policies and establish the role of ERM procedures in achieving organizational objectives.
 - 2. Authority and Enforcement - Establish the chain of command and authority for writing, reviewing and enforcing procedures.
 - 3. Deal Process Operations - Track the full detail of the deal contracting process from motivation, origination, settlement, and delivery. Each step may be defined in terms of authorization, valuation, risk assessment, and limit checking. The risk management procedures established in accordance with this Policy shall ensure that Georgetown Electric's Energy Risk exposure remains within the defined transaction and risk exposure limits. The risk management procedures shall align with the risk management policies and procedures of the Energy Manager/QSE.

4. Portfolio Management Operations - Track the full process of portfolio management cycle, including initial portfolio analysis, objective analysis, hedging analysis, portfolio modification due to hedging and final portfolio analysis. Includes a statement of cycle frequency and defines reporting requirements.
5. Reporting - Identifies the reporting requirements to support the Energy Risk Management function. The reports developed as part of the procedures contain purchase power information (PPA and other trade information) that needs to be treated as “Competitive Matters.
6. Appendices
 - a. Hedging Policy
 - b. Approved Transaction types
 - c. Transaction Limits
 - i. Risk Exposure Limits
 - ii. Transaction Limits
 - d. Risk Measurement Metrics

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Second Reading of an Ordinance of the City of Georgetown, TX, **amending** the **FY2020 Annual Budget** due to conditions that resulted in **new program requirements** in the current year, due to the timing of **capital projects** and **other expenditures** approved in the prior year; appropriating the various amounts thereof; and repealing all ordinances or parts of ordinances in conflict therewith -- Paul Diaz, Budget Manager

ITEM SUMMARY:

A corresponding presentation on this amendment is on the Workshop agenda for the December 10 Council Meeting.

Each year the City brings a roll forward amendment for capital projects or one-time items included and approved in the prior fiscal year. Due to the multi-year timing of capital projects, this appropriation now needs to be moved to the current fiscal year.

Additionally, the Charter and State Law allow the budget to be amended for other municipal purposes that were not foreseen at the time the original budget was adopted. The details of each revenue and expenditure change are presented by fund in Exhibit A and B.

This budget amendment addresses the legal and financial appropriation needed to accommodate these changes. The detailed distribution of the amendment is included in the attachments to the ordinance.

In summary, capital projects, maintenance and equipment replacement are continuing in the following funds: General Capital Projects, Streets Maintenance, Community Development Block Grant, Main Street Façade, Parks, Parkland Dedication, Village Public Improvement District, Police Seizures, Georgetown Transportation Enhancement Corporation, Georgetown Economic Development Corporation, Airport, Stormwater and Water.

The City Charter requires that a majority plus one must approve an amendment to the approved budget. The City charter allows for budget amendments in emergency situations and when the issues and needs were unknown at the time the budget was adopted.

FINANCIAL IMPACT:

The proposed budget amendment would increase appropriations by \$46,487,128 through a combination of available fund balance and new revenue.

SUBMITTED BY:

Paul Diaz, Budget Manager

ATTACHMENTS:

Ordinance

Exhibit A

Exhibit B

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GEORGETOWN, TX, AMENDING THE FISCAL YEAR 2020 ANNUAL BUDGET DUE TO CONDITIONS THAT RESULTED IN NEW PROGRAM REQUIREMENTS IN THE CURRENT YEAR, AND DUE TO THE TIMING OF CAPITAL PROJECTS AND OTHER EXPENDITURES APPROVED IN THE PRIOR YEAR; APPROPRIATING THE VARIOUS AMOUNTS THEREOF; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, certain mid-year adjustments are required to accommodate timing and changing conditions due to growth and capital improvements that occurred during FY 2019; and

WHEREAS, certain transfers among divisions and funds are required to allow better budget oversight; and

WHEREAS, the various budgets need to be amended in FY2020 for these adjustments and transfers; and

WHEREAS, certain capital improvement and other planned projects budgeted in FY2019 were not completed in FY2019; and

WHEREAS, these certain capital improvements and other planned projects need funds and related budget appropriations to be rolled forward into FY2020; and

WHEREAS, the General Capital Projects, Streets Maintenance, Community Development Block Grant, Main Street Façade, Parks, Parkland Dedication, Village Public Improvement District, Police Seizures, Georgetown Transportation Enhancement Corporation, Georgetown Economic Development Corporation, Airport, Stormwater and Water funds have FY2019 fund balances in excess of amounts projected at the time of the FY2020 budget adoption; and

WHEREAS, Certificates of Obligation, General Obligation, or Revenue bonds have been or will be issued to fund the capital improvements not already included in the adopted 2020 budget; and

WHEREAS, the City Council of the City of Georgetown wishes to use those excess funds for these new conditions in FY2020; and

WHEREAS, the changes were unknown and unforeseeable at the time the fiscal year 2020 budget was approved; and

WHEREAS, the *City Charter* allows for changes in the Annual Operating Plan by a Council majority plus one for municipal purposes and in emergency situations;

Ordinance Number: _____

Page 1 of 3

Description: Roll-forward Amendment
Date Approved:

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 amendment to the 2020 Annual Budget of the revenues of the City of Georgetown and expenses of conducting the affairs thereof, is in all things adopted and approved as an addition to the previously approved budget of the current revenues and expenses as well as fixed charges against said City for the fiscal year beginning October 1, 2019, and ending September 30, 2020. A copy of the amendments are attached hereto as Exhibit "A" and Exhibit "B".

SECTION 3.

The total of \$46,487,128 is hereby appropriated for payments of expenditures and payments of the funds and included in the Exhibit "A" and "B".

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. This ordinance complies with the vision statement of the Georgetown 2030 Plan.

SECTION 5.

If any provision of this ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

SECTION 6.

The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective upon adoption of its second and final reading by the City Council of the City of Georgetown, Texas.

PASSED AND APPROVED on First Reading on the 10th day of December, 2019.

PASSED AND APPROVED on Second Reading on the 14th day of January, 2020.

Ordinance Number: _____

Page 2 of 3

Description: Roll-forward Amendment

Date Approved:

ATTEST:

THE CITY OF GEORGETOWN:

Robyn Densmore
City Secretary

By: Dale Ross
Mayor

APPROVED AS TO FORM:

Charlie McNabb
City Attorney

Ordinance Number:_____

Page 3 of 3

Description: Roll-forward Amendment
Date Approved:

Exhibit A - Budget Amendment

	2020 Approved Budget	Impact of This Action/CAFR Adjustment	2020 Amended Budget	
				<u>120 - General Capital Projects</u>
Beginning Fund Balance	\$ 6,854,520	\$ 25,642,556	\$ 32,497,076	<p>Staff is proposing to recognize a positive beginning fund balance adjustment of \$25.6 M. This adjustment is comprised of \$55,688 of additional revenue as well as \$25.6 M of capital expenses budgeted but not spent in FY2019. Staff is proposing to roll forward parks projects like neighborhood park development, San Gabriel park improvements, and the trail at Katy Crossing. Community service roll forward totals \$1.54 M. Staff is also proposing to roll forward remaining FY2019 funds from bond funded facility projects like Fire Station 6 (\$664,883) and 7 (\$1.1M), the downtown parking garage project (\$944,023) and the transfer station project (\$967,136). Next, staff is recommending to roll forward downtown related projects like the CVB Redesign funds of \$175,000, as well as funds for Downtown signage (\$125,000) and parking upgrades (\$585,236). The largest segment of roll forward in this fund is in the transportation segment. In total, staff is recommending a transportation rollforward of \$19.2 M. Staff is proposing rolling \$7.6 M for the Northwest Blvd Bridge, \$3.8 M for FM971 improvements, as well as \$2.33 M for Leander Road. Proposed sidewalk rollforward projects include Old Town Northeast (\$824,428). Staff is also proposing rolling forward Signal and Curb Ramp intersection repair. A full list of projects and the rollforward amount can be found on Exhibit B.</p>
Revenues				
Original Revenues	\$ 20,575,200	\$ -	\$ 20,575,200	
Total Revenues	\$ 20,575,200	\$ -	\$ 20,575,200	
Expenses				
Original Other Expenses	\$ 10,795,704	\$ -	\$ 10,795,704	
Rollforward: Downtown and Facilities CIP	\$ 4,000,000	\$ 1,829,259	\$ 5,829,259	
Rollforward: Parks CIP	\$ 1,000,000	\$ 1,537,963	\$ 2,537,963	
Rollforward: Transportation and Sidewalks CIP	\$ 7,600,000	\$ 19,202,636	\$ 26,802,636	
Rollforward: Other CIP	\$ 1,140,000	\$ 3,092,132	\$ 4,232,132	
Total Expenses	\$ 24,535,704	\$ 25,661,990	\$ 50,197,694	
Ending Fund Balance	\$ 2,894,016	\$ (19,434)	\$ 2,874,582	
Reserve for TIA	\$ 2,100,000	\$ -	\$ 2,100,000	
Available Fund Balance	\$ 794,016	\$ (19,434)	\$ 774,582	

	2020 Approved Budget	Impact of This Action/CAFR Adjustment	2020 Amended Budget	
				<u>203 - Streets</u>
Beginning Fund Balance	\$ 1,012,514	\$ 358,044	\$ 1,370,558	<p>Staff is proposing to recognize expenses budgeted but not spent in FY2019 totaling \$358,044 and appropriate this amount to the expense line so more street maintenance can occur in FY2020 above the original budgeted amount.</p>
Revenues				
Original Revenues	\$ 4,018,750	\$ -	\$ 4,018,750	
Total Revenues	\$ 4,018,750	\$ -	\$ 4,018,750	
Expenses				
Original Expenses	\$ 4,281,264	\$ -	\$ 4,281,264	
Rollforward: Street Main.	\$ -	\$ 358,044	\$ 358,044	
Total Expenses	\$ 4,281,264	\$ 358,044	\$ 4,639,308	
Ending Fund Balance	\$ 750,000	\$ -	\$ 750,000	
Arterial Reservation	\$ 750,000	\$ -	\$ 750,000	
Available Fund Balance	\$ -	\$ -	\$ -	

	2020 Approved Budget	Impact of This Action/CAFR Adjustment	2020 Amended Budget	
				<u>215 - Community Development Block Grant</u>
Beginning Fund Balance	\$ -		\$ -	Staff is proposing to rollforward the funds for the CDBG project at 17th Street. These funds were budgeted in FY2019 but due to timing, the work has not started. Staff is proposing to start that project in FY2020.
Revenues				
Original Revenues	\$ 400,000	\$ -	\$ 400,000	
Rollforward: 17th Street project		\$ 182,994	\$ 182,994	
Total Revenues	\$ 400,000	\$ 182,994	\$ 582,994	
Expenses				
Original Expenses	\$ 400,000	\$ -	\$ 400,000	
Rollforward: 17th Street project	\$ -	\$ 182,994	\$ 182,994	
Total Expenses	\$ 400,000	\$ 182,994	\$ 582,994	
Ending Fund Balance	\$ -	\$ -	\$ -	
Available Fund Balance	\$ -	\$ -	\$ -	

	2020 Approved Budget	Impact of This Action/CAFR Adjustment	2020 Amended Budget	
				<u>226 - Main Street</u>
Beginning Fund Balance	\$ 40,808	\$ 51,052	\$ 91,860	Staff is proposing to recognize \$51,052 in fund balance and roll forward the funds for the main street facade program.
Revenues				
Original Revenues	\$ 79,000	\$ -	\$ 79,000	
Total Revenues	\$ 79,000	\$ -	\$ 79,000	
Expenses				
Original Expenses	\$ 119,808	\$ -	\$ 119,808	
Rollforward: Main Street Façade	\$ -	\$ 51,052	\$ 51,052	
Total Expenses	\$ 119,808	\$ 51,052	\$ 170,860	
Ending Fund Balance	\$ -	\$ -	\$ -	
Available Fund Balance	\$ -	\$ -	\$ -	

	2020 Approved Budget	Impact of This Action/CAFR Adjustment	2020 Amended Budget	
				<u>228 - Parks</u>
Beginning Fund Balance	\$ 242,063	\$ 171,787	\$ 413,850	Staff is proposing to recognize a positive beginning fund balance adjustment of \$171,787. This adjustment is comprised of \$3,337 of additional revenue and \$168,410 of capital improvement expenses budgeted but not spent. Staff is proposing rolling forward the capital improvement projects for South San Gabriel Trail for \$101,066 and the 84 Lumber Park for \$50,000.
Revenues				
Original Revenues	\$ 320,150	\$ -	\$ 320,150	
Total Revenues	\$ 320,150	\$ -	\$ 320,150	
Expenses				
Original Expenses	\$ 406,500	\$ -	\$ 406,500	
Rollforward: Parks	\$ -	\$ 151,066	\$ 151,066	
Total Expenses	\$ 406,500	\$ 151,066	\$ 557,566	
Ending Fund Balance	\$ 155,713	\$ 20,721	\$ 176,434	
Available Fund Balance	\$ 155,713	\$ 20,721	\$ 176,434	

	2020 Approved Budget	Impact of This Action/CAFR Adjustment	2020 Amended Budget	
				<u>229 - Parkland SRF</u>
Beginning Fund Balance	\$ 266,268	\$ 518,449	\$ 784,717	Staff is proposing to recognize a positive beginning fund balance adjustment of \$518,449. This adjustment is comprised of \$46,046 of additional revenue and \$472,385 of capital improvement expenses budgeted but not spent in FY2019. In FY2019, parks staff worked to amend the number of Parkland Zones from 19 to 4. As this amendment process was under way, capital improvement was put on hold. Staff is now proposing rolling forward the capital improvement projects for park improvements totaling \$472,385 into the FY2020 Budget.
Revenues				
Original Revenues	\$ 310,000	\$ -	\$ 310,000	
Total Revenues	\$ 310,000	\$ -	\$ 310,000	
Expenses				
Original Expenses	\$ -	\$ -	\$ -	
Rollforward: Park Improvements	\$ -	\$ 472,385	\$ 472,385	
Total Expenses	\$ -	\$ 472,385	\$ 472,385	
Ending Fund Balance	\$ 576,268	\$ 46,064	\$ 622,332	
Available Fund Balance	\$ 576,268	\$ 46,064	\$ 622,332	

	2020 Approved Budget	Impact of This Action/CAFR Adjustment	2020 Amended Budget	
				<u>234 - Village PID</u>
Beginning Fund Balance	\$ 151,636	\$ 767,542	\$ 919,178	Staff is proposing to recognize a positive beginning fund balance adjustment of \$767,542. This adjustment is comprised of \$9,878 of additional revenue and \$757,665 of expense budgeted but not spent in FY2019. Staff is proposing to rollforward the capital improvement into FY2020 so these projects can be completed. The following projects are proposed to be moved to FY2020: Madone Park for \$56,750, parklets for \$279,794, Rowan Park for \$143,141, and Shell road for \$195,227.
Revenues				
Original Revenues	\$ 457,310	\$ -	\$ 457,310	
Total Revenues	\$ 457,310	\$ -	\$ 457,310	
Expenses				
Original Expenses	\$ 300,828	\$ -	\$ 300,828	
Rollforward: Village PID CIP	\$ -	\$ 674,912	\$ 674,912	
Total Expenses	\$ 300,828	\$ 674,912	\$ 975,740	
Ending Fund Balance	\$ 308,118	\$ 92,630	\$ 400,748	
Contingency	\$ 113,053	\$ -	\$ 113,053	
Available Fund Balance	\$ 195,065	\$ 92,630	\$ 287,695	

	2020 Approved Budget	Impact of This Action/CAFR Adjustment	2020 Amended Budget	
				<u>271 - Police Seizures</u>
Beginning Fund Balance	\$ 9,094	\$ 106,752	\$ 115,846	Staff is proposing to recognize a positive beginning fund balance adjustment of \$106,752. Staff is proposing to rollforward this amount for the purchase of police equipment like thermal imagers, body armor, and printers.
Revenues				
Original Revenues	\$ -	\$ -	\$ -	
Total Revenues	\$ -	\$ -	\$ -	
Expenses				
Original Expenses	\$ 9,094	\$ -	\$ 9,094	
Rollforward: Police Equipment	\$ -	\$ 106,752	\$ 106,752	
Total Expenses	\$ 9,094	\$ 106,752	\$ 115,846	
Ending Fund Balance	\$ -	\$ -	\$ -	
Contingency	\$ -	\$ -	\$ -	
Available Fund Balance	\$ -	\$ -	\$ -	

	2020 Approved Budget	Impact of This Action/CAFR Adjustment	2020 Amended Budget	
				<u>400 - GTEC</u>
Beginning Fund Balance	\$ 17,130,653	\$ 3,555,474	\$ 20,686,127	<p>Staff is proposing to recognize a positive beginning fund balance adjustment of \$3.5 million. This adjustment is comprised of \$104,064 of additional revenue and \$3.4 million of capital expense budgeted but not spent. Staff is proposing to roll forward the capital improvement savings into FY2020 so these projects can be completed. The following projects are proposed to be moved to FY2020: Fontana Northwest Bridge for \$48,334, Interstate 35/ Highway 29 intersection improvements for \$445,825, Mays Street/Rabbit Hill Road for \$4.4 million, and Rivery Extension for \$254,753.</p>
Revenues				
Original Revenues	\$ 12,867,500	\$ -	\$ 12,867,500	
Total Revenues	\$ 12,867,500	\$ -	\$ 12,867,500	
Expenses				
Original Expenses	\$ 16,978,519	\$ -	\$ 16,978,519	
Rollforward: GTEC CIP	\$ -	\$ 5,181,841	\$ 5,181,841	
Total Expenses	\$ 16,978,519	\$ 5,181,841	\$ 22,160,360	
Ending Fund Balance	\$ 13,019,634	\$ (1,626,367)	\$ 11,393,267	
Contingency	\$ 1,984,375	\$ -	\$ 1,984,375	
Debt Service Reserve	\$ 3,225,642	\$ -	\$ 3,225,642	
Available Fund Balance	\$ 7,809,617	\$ (1,626,367)	\$ 6,183,250	

	2020 Approved Budget	Impact of This Action/CAFR Adjustment	2020 Amended Budget	
				<u>420 - GEDCO</u>
Beginning Fund Balance	\$ 8,018,546	\$ 287,190	\$ 8,305,736	<p>Staff is proposing to recognize a positive beginning fund balance adjustment of \$287,190. This adjustment is comprised of \$42,578 of additional revenue and \$244,612 of expenses budgeted but not spent in FY2019. Staff is proposing to rollforward one project totaling \$175,000 for Holt Cat.</p>
Revenues				
Original Revenues	\$ 2,060,375	\$ -	\$ 2,060,375	
Total Revenues	\$ 2,060,375	\$ -	\$ 2,060,375	
Expenses				
Original Expenses	\$ 9,379,305	\$ -	\$ 9,379,305	
Rollforward: Holt Cat	\$ -	\$ 175,000	\$ 175,000	
Total Expenses	\$ 9,379,305	\$ 175,000	\$ 9,554,305	
Ending Fund Balance	\$ 699,616	\$ 112,190	\$ 811,806	
Contingency	\$ 489,298	\$ -	\$ 489,298	
Debt Service Reserve	\$ 210,318	\$ -	\$ 210,318	
Available Fund Balance	\$ -	\$ 112,190	\$ 112,190	

	2020 Approved Budget	Impact of This Action/CAFR Adjustment	2020 Amended Budget	
				600 - Airport
Beginning Fund Balance	\$ 1,262,948	\$ 189,040	\$ 1,451,988	Staff is proposing to recognize a positive beginning fund balance adjustment of \$189,040. Staff is proposing to rollforward \$40,823 for runway rehab design, \$150,000 for taxiway edge lighting, and \$25,743 for pavement upgrades.
Operating Revenues				
Original Revenues	\$ 3,881,000	\$ -	\$ 3,881,000	
Total Operating Revenues	\$ 3,881,000	\$ -	\$ 3,881,000	
Operating Expenses				
Original Expenses	\$ 3,604,425	\$ -	\$ 3,604,425	
Total Operating Expenses	\$ 3,604,425	\$ -	\$ 3,604,425	
Non-Operating Revenues				
Original Revenues	\$ 750,000	\$ -	\$ 750,000	
Total Non-Operating Revenues	\$ 750,000	\$ -	\$ 750,000	
Non-Operating Expenses				
Original Expenses	\$ 1,063,420	\$ -	\$ 1,063,420	
Rollforward: Airport CIP		\$ 216,566	\$ 216,566	
Total Non-Operating Expenses	\$ 1,063,420	\$ 216,566	\$ 1,279,986	
Ending Fund Balance	\$ 1,226,103	\$ (27,526)	\$ 1,198,577	
Contingency	\$ 256,021	\$ -	\$ 256,021	
Debt Service Reserve	\$ 143,431	\$ -	\$ 143,431	
Available Fund Balance	\$ 826,651	\$ (27,526)	\$ 799,125	

	2020 Approved Budget	Impact of This Action/CAFR Adjustment	2020 Amended Budget	
				640 - Stormwater
Beginning Fund Balance	\$ 1,482,443	\$ 1,472,418	\$ 2,954,861	Staff is proposing to recognize a positive beginning fund balance adjustment of \$1.47 million. This adjustment is comprised of \$7,158 of additional revenue and \$1.46 million of expenses budgeted but not spent. Staff is proposing to rollforward the following capital expenses into FY2020: \$425,796 for pond rehab, \$404,652 for curb and gutter repair, \$158,900 for stormwater infrastructure, and \$158,824 for the stormwater project at 18th and Hutto.
Operating Revenues				
Original Revenues	\$ 3,741,000	\$ -	\$ 3,741,000	
Total Operating Revenues	\$ 3,741,000	\$ -	\$ 3,741,000	
Operating Expenses				
Original Expenses	\$ 2,864,172	\$ -	\$ 2,864,172	
Total Operating Expenses	\$ 2,864,172	\$ -	\$ 2,864,172	
Non-Operating Revenues				
Original Revenues	\$ 650,000	\$ -	\$ 650,000	
Total Non-Operating Revenues	\$ 650,000	\$ -	\$ 650,000	
Non-Operating Expenses				
Original Revenues	\$ 1,695,729	\$ -	\$ 1,695,729	
Rollforward: Stormwater CIP		\$ 1,148,172	\$ 1,148,172	
Total Non-Operating Expenses	\$ 1,695,729	\$ 1,148,172	\$ 2,843,901	
Ending Fund Balance	\$ 1,313,542	\$ 324,246	\$ 1,637,788	
Contingency	\$ 545,203	\$ -	\$ 545,203	
Debt Service Res	\$ 436,765	\$ -	\$ 436,765	
Available Fund Balance	\$ 331,574	\$ 324,246	\$ 655,820	

	2020 Approved Budget	Impact of This Action/CAFR Adjustment	2020 Amended Budget	660 - Water
Beginning Fund Balance	\$ 67,516,478	\$ 14,994,691	\$ 82,511,169	<p>Staff is proposing to recognize a positive beginning fund balance adjustment of \$14,994,691. This adjustment is comprised of \$4,799,031 of additional revenue and \$10.19 million of expenses budgeted but not spent in FY2019. Staff is proposing to rollforward the following capital expenses totaling \$12.1 million into FY2020. These projects include: \$3.58 M Park Lift Station and Force Main, \$2.2 M for the Water Line at DB Wood and Pastor, as well as water improvements at San Gabriel like the belt press and an interceptor. Some projects were rolled forward in the budget development process over the summer. Then, due to timing, these projects experienced expense in FY2019. Therefore, some project budgets are reduced in FY2020. This is only to recognize timing of the budget with expenses, and does not reduce the overall multi-year budget for these projects. See Exhibit B for a detail list of projects.</p>
Operating Revenues				
Original Revenues	\$ 63,234,114	\$ -	\$ 63,234,114	
Total Operating Revenues	\$ 63,234,114	\$ -	\$ 63,234,114	
Operating Expenses				
Original Expenses	\$ 40,448,141	\$ -	\$ 40,448,141	
Total Operating Expenses	\$ 40,448,141	\$ -	\$ 40,448,141	
Non-Operating Revenues				
Original Revenues	\$ 18,600,000	\$ -	\$ 18,600,000	
Total Non-Operating Revenues	\$ 18,600,000	\$ -	\$ 18,600,000	
Non-Operating Expenses				
Original Revenues	\$ 87,100,392	\$ -	\$ 87,100,392	
Rollforward: Water/Wastewater CIP		\$ 12,106,354	\$ 12,106,354	
Total Non-Operating Expenses	\$ 87,100,392	\$ 12,106,354	\$ 99,206,746	
Ending Fund Balance	\$ 21,802,059	\$ 2,888,337	\$ 24,690,396	
90 Day Contingency	\$ 8,236,379	\$ -	\$ 8,236,379	
Non-Operational Contingency	\$ 10,000,000	\$ -	\$ 10,000,000	
Available Fund Balance	\$ 3,565,680	\$ 2,888,337	\$ 6,454,017	

Total Change In Expense Appropriation

\$ 46,487,128

Exhibit B	Staff Amendment
120 - General Capital Projects	
Downtown and Facilities CIP	
CVB REDESIGN	175,000
DOWNTOWN PARKING EXPANSION	585,236
DOWNTOWN PARKING GARAGE	944,023
DOWNTOWN WEST SIGNAGE	125,000
Downtown and Facilities CIP Total	1,829,259
Parks CIP	
ADA PARKS	450,405
GAREY PARK	381,530
KATY CROSSING TRAIL	240,313
NEIGHBORHOOD PARK DEVELOPMENT	152,133
SAN GABRIEL PARK IMPROVEMENT	313,582
Parks CIP Total	1,537,963
Transportation CIP	
AUSTIN AVENUE BRIDGE	82,972
BLUE HOLE PARKING LOT/SIDEWALK	100,000
FM 1460	900,000
FM 971	3,881,334
LEANDER RD(NORWOOD-SWBYPASS)	2,338,253
NB FRONTAGE RD	149,997
NORTHWEST BLVD BRIDGE	7,606,223
OLD TOWN NORTHEAST	824,428
PH 1 SIGNAL & CURB RAMP IMPR.	308,837
ROCK ST-6TH TO 9TH ST	273,000
SE INNER LOOP ROCKRIDE IMPRV	115,000
SHELL ROAD SIDEWALK	180,000
SIDEWALKS	55,199
SOUTHEAST INNER LOOP	344,683
SOUTHWESTERN BLVD	1,040,515
SW BYPASS/WOLF RANCH PKWY	1,002,195
Transportation CIP Total	19,202,636
Other CIP	
EOC SIREN SYSTEM	6,631
ERP PROJECT	97,504
FIRE SCBA	290,000
FIRE STATION 6	664,883
FIRE STATION 7	1,065,978
TRANSFER STATION/LANDFILL	967,136
Other CIP Total	3,092,132
120 - General Capital Projects Total	25,661,990

Exhibit B	Staff Amendment
660 - Water	
Water CIP	
DB WOOD/ PASTOR 24 DEDICATED	2,270,120
LWTP RAW WATER INTAKE REHAB	(184,760)
MISC. LINE UPGRADES	371,850
PARK WTP CLEARWELL	992,279
RONALD REAGAN/DANIELS MOUNTAIN	248,335
S. LAKE WTP 2018	(1,429,283)
SW BYPASS WATER H24-1	500,000
TANK REHAB PROJECTS	904,546
WATER MAINS	(821,776)
WEST LOOP (H-1A)	345,138
Water CIP Total	3,196,449
Wastewater CIP	
BERRY CREEK INTER (BC 4-6)	208,777
EARZ	826,313
PARK LIFT STATION & FORCE MAIN	3,574,341
SAN GABRIEL BELT PRESS	1,842,432
SAN GABRIEL INTER SGI-2	1,462,300
WW INTERCEPTORS	(5,443)
WWTP UPGRADE/EXP	1,001,185
Wastewater CIP Total	8,909,905
660 - Water Total	12,106,354

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

SUBJECT:

Second Reading of an Ordinance establishing the classifications and number of positions (**Strength of Force**) for all the City of Georgetown **Fire Fighters** and **Police Officers** pursuant to Chapter 143 of the Texas Local Government Code pertaining to Civil Service -- Tadd Phillips, Director of Human Resources

ITEM SUMMARY:

Chapter 143 of the Texas Local Government Code, Section 143.021, requires that the governing body of a municipality shall establish classifications and numbers of positions by ordinance. This ordinance supplements the Ordinance that adopts the Annual Operating Budget Plan as the ordinance that establishes the classifications and numbers of positions. This "Strength of Force" Ordinance separates and details the specific classifications and numbers of Civil Service positions.

The changes reflected on this Strength of Force are as follows:

Fire- No changes to total authorized positions for either department. Rather, the changes involve re-sorting the classifications over the coming months to reflect the spring opening of station 7 and reflect new classifications specified in the current Meet & Confer agreement following appropriate promotional testing processes.

FINANCIAL IMPACT:

Funding for new positions accounted for in 19/20 budget.

SUBMITTED BY:

Robyn Iverson

ATTACHMENTS:

Strength of Force Cover Memo

Strength of Force Ordinance

Council Meeting Date: December 10, 2019

or Council Workshop Date: _____

Regular Agenda ☒

Consent ☐

Executive Session ☐

Attachments ☒

Ordinance Publication Date: N/A

Must be published 72 hours before meeting; deadline to WC Sun is 11:00 Monday

Draft Ordinance to City Secretary: Yes

Draft ordinance must be given to City Secretary one week before Council meeting

AGENDA ITEM COVER SHEET

SUBJECT:

First Reading of an Ordinance establishing the classifications and number of positions (Strength of Force) for all the City of Georgetown Fire Fighters and Police Officers pursuant to Chapter 143 of the Texas Local Government Code pertaining to Civil Service.

Tadd Phillips, Director of Human Resources

ITEM SUMMARY/SPECIAL CONSIDERATIONS:

Chapter 143 of the Texas Local Government Code, Section 143.021, requires that the governing body of a municipality shall establish classifications and numbers of positions by ordinance. This ordinance supplements the Ordinance that adopts the Annual Operating Budget Plan as the ordinance that establishes the classifications and numbers of positions. This "Strength of Force" Ordinance separates and details the specific classifications and numbers of Civil Service positions.

The changes reflected on this Strength of Force are as follows:

Fire- No changes to total authorized positions for either department. Rather, the changes involve re-sorting the classifications over the coming months to reflect the spring opening of station 7 and reflect new classifications specified in the current Meet & Confer agreement following appropriate promotional testing processes.

FINANCIAL IMPACT:

Funding for new positions accounted for in 19/20 budget.

COMMENTS:

This is the first reading of the proposed Ordinance.

ATTACHMENTS:

Strength of Force Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS RELATING TO THE CLASSIFICATIONS AND NUMBER OF POSITIONS FOR ALL CITY OF GEORGETOWN FIRE FIGHTERS AND POLICE OFFICERS PURSUANT TO CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE PERTAINING TO CIVIL SERVICE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE IS PASSED ARE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the citizens of the City of Georgetown, Texas have adopted the civil service system for its fire and police departments; and

WHEREAS, civil service is governed under Chapter 143 of the Texas Local Government Code; And

WHEREAS, Local Government Code, Section 143.021, requires that the governing body of a municipality shall establish classifications and numbers of positions by ordinance.

WHEREAS, the City of Georgetown approved the Meet and Confer Agreement with the Georgetown Association of Professional Fire Fighters effective October 1, 2019 (“Fire Meet and Confer Agreement”);

WHEREAS, pursuant to the Fire Meet and Confer agreement new fire fighter classifications were created which requires adjustment of numbers of firefighters in existing classifications;

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

SECTION 1. The classification plans for classified positions in the Fire and Police Departments shall be as follows:

PART ONE – FIRE DEPARTMENT

The following classifications of firefighters in the Fire Department shall exist effective on and after the dates set forth herein under the provisions of Chapter 143 of the Texas Local Government Code. These classifications and no others shall exist effective on and after the dates set forth herein with the number shown indicating the number of positions in each classification.

<u>Classification</u>	<u>#/Classification</u> <u>January 20, 2020</u>	<u>#/Classification</u> <u>April 13, 2020</u>
Assistant Chief	2	2
Division Chief	1	1
Fire Battalion Chief	4	4
Fire Marshal	-	1
Fire Captain	9	12
Deputy Fire Marshal	-	2
Fire Lieutenant	17	14
Fire & Life Safety Specialist	-	3
Fire Driver	29	24
Firefighter	76	75
Total	138	138

The one (1) Assistant Fire Chief is appointed by the head of the department, and serves at the pleasure of the Department Head, in accordance with Local Government Code, Section 143.014. The classifications of Division Chief and Fire Marshal are appointed by the head of department pursuant to the current Meet & Confer Agreement between the City of Georgetown and the Georgetown Associations of Professional Fire Fighters.

PART TWO – POLICE DEPARTMENT

The following classifications of officers in the Police Department shall exist effective on and after the dates set forth herein under the provisions of Chapter 143 of the Texas Local Government Code. These classifications and no others shall exist effective on and after the dates set forth herein with the number shown indicating the number of positions in each classification.

<u>Classification</u>	<u>#/Classification</u>
Assistant Chief of Police	1
Police Captain	2
Police Lieutenant	9
Police Sergeant	14
Police Officer / Detective	62
Total	88

The one (1) Assistant Police Chief is appointed by the head of the department, and serves at the pleasure of the Department Head, in accordance with Local Government Code, Section 143.014.

SECTION 2. All positions, other than the position immediately below the Department

Head, shall be filled pursuant to the provisions of Local Government Code, Chapter 143, and eligibility lists applicable to the position.

SECTION 3. That it is hereby found and determined that the meetings at which this ordinance was passed were open to the public, as required by Section 551, Texas Government Code, and that advance public notice of the time, place and purpose of said meetings was given.

SECTION 4. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. This Ordinance shall become effective immediately after its second and final reading.

PASSED AND APPROVED on First Reading on the ____ day of _____, 2019 at a regular meeting of the City Council of the City of Georgetown, Texas.

PASSED AND APPROVED on Second Reading on the ____ day of _____, 2020 at a regular meeting of the City Council of the City of Georgetown, Texas.

ATTEST:

CITY OF GEORGETOWN

Robyn Densmore, City Secretary

By: _____
Dale Ross, Mayor

APPROVED AS TO FORM:

Charlie McNabb
City Attorney

City of Georgetown, Texas
City Council Regular Meeting
January 14, 2020

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:

GTEC Project Update
GTAB Project Update
GEDCO Project UPdate

**GEORGETOWN TRANSPORTATION ENHANCEMENT CORPORATION
AGENDA ITEM COVER SHEET**

SUBJECT: January 2020 GTEC Updates - Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager

ITEM SUMMARY:

January 2020 GTEC updates

Northwest Boulevard:

Pre-con held on Nov 16th, Construction survey complete, ROW prep underway. Electric is clear near Traffic Circle, Sudden link as well and Frontier almost complete relocating. Underground utility relocation to begin December. 4th Quarter 2020 expected completion. Northwest to be closed to through traffic from January 6th –April from Fontana to IH 35

Rabbit Hill Road Improvements:

Design is tentatively complete. ROW procurement ongoing. Project limits have changed to end at the first property line North of Commerce Blvd on the East side of Rabbit Hill Rd.

Rivory Boulevard Extension:

Rivory, Williams to Northwest substantially complete. Road opened to traffic 9-3-19 from Williams to Park traffic circle. Section from Park to Northwest open. Utilities final relocation off Williams turn lane first of December. Contractor moving back in to finish project January 6th to avoid holiday season shut downs.

Southeast Inner loop/ Southwestern Blvd

Southwestern:

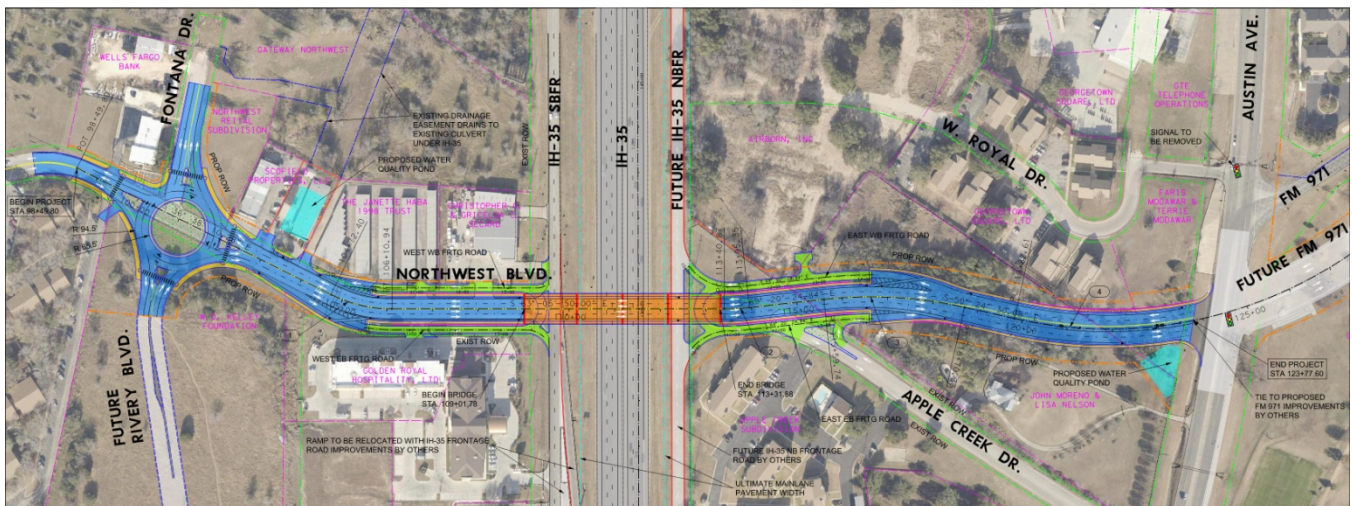
- Preparing plan/profile sheets.
 - Finalizing Storm Conveyance System for the project
 - Evaluating Water Quality Treatment Options;
 - Preparing Utility plan/profile sheets (water/wastewater)
 - Identifying utility conflicts
- ROW needs ascertained to be forwarded to
Travis by 1-17

SE Inner Loop: This section to bid first quarter of 2020

- Preparing plan/profile sheets
- Finalizing Storm Conveyance System for the project
- Evaluating Water Quality Treatment Options;
- Preparing Utility plan/profile sheets (water/wastewater)
- Identifying utility conflicts

**Northwest Boulevard
(Fontana Drive to Austin Avenue)
Project No. 5QX TIP No. AF
January 2020**

Project Description	Construction of overpass and surface roads to connect Northwest Boulevard with Austin Avenue and FM 971.
Purpose	This project will relieve congestion at the Austin Avenue/Williams Drive intersection and provide a more direct access from the west side of IH 35 corridor to Georgetown High School and SH 130 via FM 971.
Project Manager	Joel Weaver and Wesley Wright, P.E.
Engineer	Klotz Associates



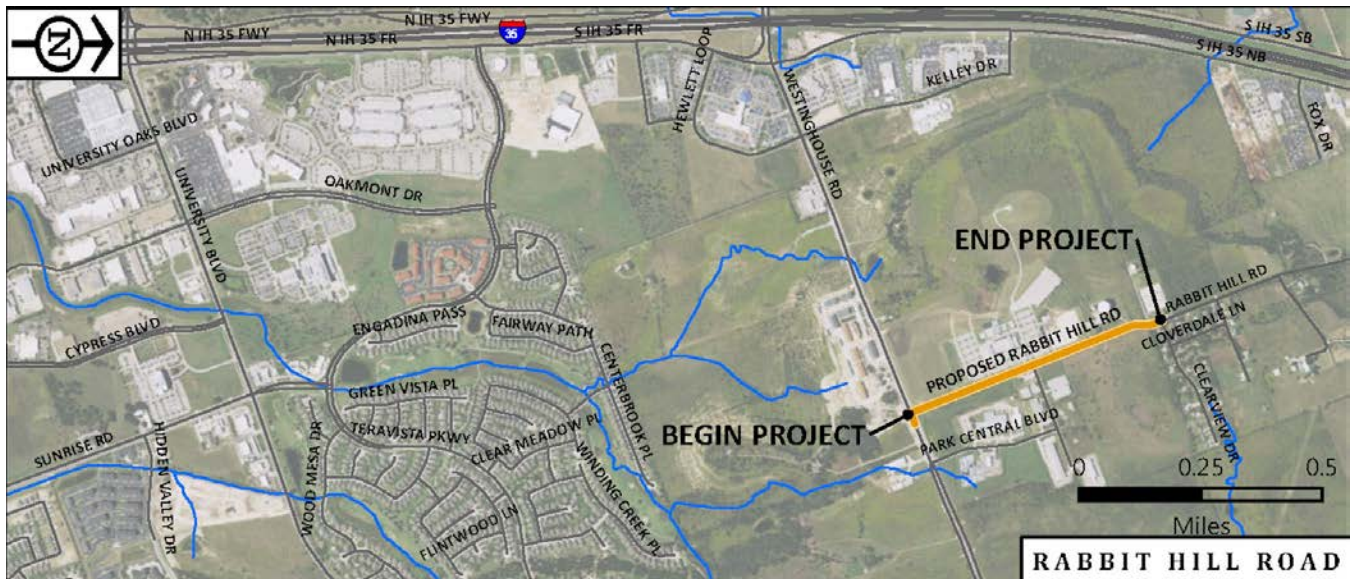
Element	Status / Issues
Design	Design is complete.
Environmental/ Archeological	Complete
Rights of Way	Offers have been made on 9 parcels. 9 parcels needed, 7 acquired to date, 2 in condemnation with constructive possession obtained.
Utility Relocations	TBD
Construction	Pre-con held on Nov 16 th , Construction survey complete, ROW prep underway. Electric is clear near Traffic Circle, Sudden link as well and Frontier almost complete relocating. Underground utility relocation to begin December. 4th Quarter 2020 expected completion. Northwest to be closed to through traffic from January 6 th –April from Fontana to IH 35
Other Issues	

Rabbit Hill Road Improvements Project
(Westinghouse Road to S. Clearview Drive)
Project No. 5RQ TIP No. BZ
January 2020

Project Description Reconstruct Rabbit Hill Road from Westinghouse Road northward to S. Clearview Dr. Widening along Westinghouse Road will also be included in the schematic for additional turning lanes to/from Westinghouse Road. The project length along the anticipated alignment is approximately 0.75 miles

Project Managers Ken Taylor and Wesley Wright, P.E.

Engineer CP&Y, Inc.



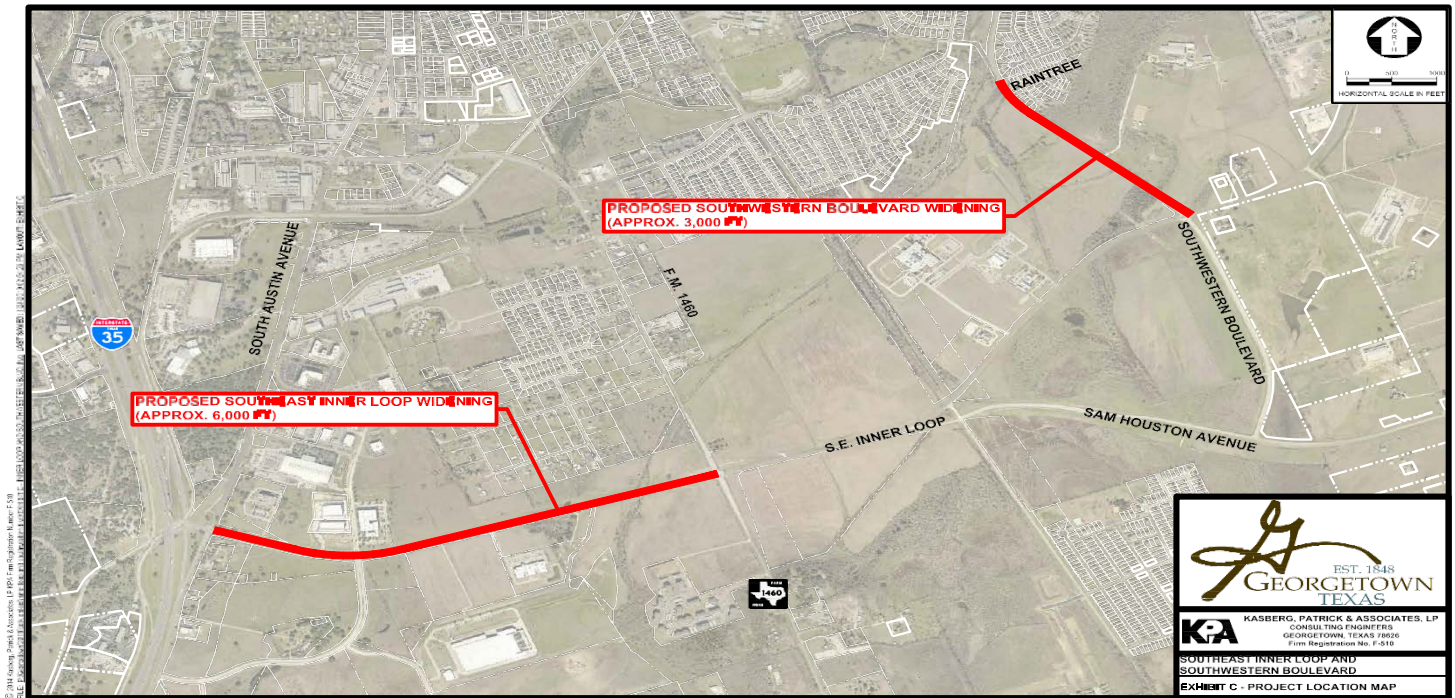
Element	Status / Issues		
Design	Final Design Tentatively complete.		
Environmental/ Archeological	Efforts underway and any issues are expected to be identified in the coming month.		
Rights of Way	Two properties acquired as part of Mays St. Extension. Two remaining, negotiations ongoing and Council has approved condemnation.	Total Parcels:	4
		Possession:	2
		Pending:	2
Utility Relocations	Will be initiated as ROW/easements are acquired and as part of the bidding process. Multiple relocations expected – Round Rock water and Georgetown Electric.		
Construction	ROW procurement ongoing		
Other Issues	Project limits have changed to end at the first property line North of Commerce Blvd on the East side of Rabbit Hill Rd.		

**Widening of: SE Inner Loop - FM 1460 to Austin Avenue Roadway &
Southwestern Boulevard – Raintree Drive to SE Inner Loop Roadway**
Project No.
January 2020

Project Description FM 1460 to Austin Avenue Roadway Widening Project & Southwestern Boulevard – Raintree Drive to SE Inner Loop Roadway Widening Project (See Attached Exhibit C). The professional services will consist of providing final roadway, drainage, water, wastewater, incidental designs, as well as, utility coordination, ROW support, environmental phase I investigations, archeological investigations, geotechnical investigations, ROW & Temporary Construction Easement (TCE) metes and bounds documents, bidding documents, bidding services, and construction administration services.

Project Managers Joel Weaver and Wesley Wright, P.E.

Engineer KPA & Associates



Element	Status / Issues		
Design	Southwestern:		
	<ul style="list-style-type: none"> Preparing plan/profile sheets. Finalizing Storm Conveyance System for the project Evaluating Water Quality Treatment Options; Preparing Utility plan/profile sheets (water/wastewater) Identifying utility conflicts ROW needs ascertained, to be forwarded to Travis by 1-17 		
Environmental/ Archeological	SE Inner Loop: This section to bid first quarter of 2020		
	<ul style="list-style-type: none"> Preparing plan/profile sheets Finalizing Storm Conveyance System for the project Evaluating Water Quality Treatment Options; Preparing Utility plan/profile sheets (water/wastewater) Identifying utility conflicts 		
Environmental/ Archeological	Efforts to begin April 2019 and any issues are expected to be identified in the coming month.		
Rights of Way	ROW needs on Southwestern to be determined	Total Parcels:	0

		Possession:	0
		Pending:	0
Utility Relocations	To be determined		
Construction			
Other Issues	None.		

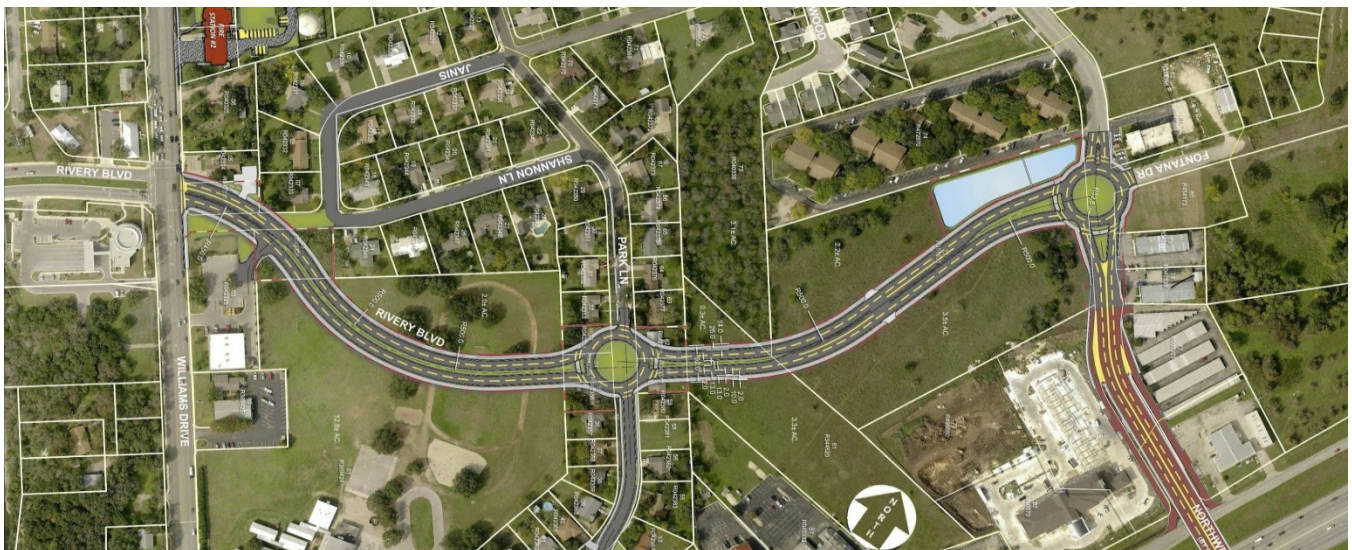
Rivory Boulevard Extension
(Williams Drive to Northwest Boulevard @ Fontana Drive)
Project No. 5RM TIP No. AD
January 2020

Project Description Develop the Rights-of-Way Map, acquire ROW, address potential environmental issues and complete construction plans specifications and estimate (PS&E) for the extension of Rivory Boulevard from Williams Drive to Northwest Boulevard at Fontana Drive in anticipation of future funding availability.

Purpose To provide a route between Williams Drive and Northwest Boulevard serving the Gateway area, providing an alternate route from Williams Drive to the future Northwest Boulevard Bridge over IH 35, to provide a route between the hotels in the Gateway area and the proposed Conference Center near Rivory Boulevard and Wolf Ranch Parkway.

Project Manager Travis Baird, Joel Weaver, and Wesley Wright, P.E.

Engineer Kasberg Patrick and Associates



Element	Status / Issues		
Design	Complete		
Environmental/ Archeology	Complete		
Rights of Way	All parcels in possession. Condemnation of 1 parcel continuing, no impact on operation of roadway.	Total Parcels:	22
		Appraised:	22
		Offers:	22
		Acquired:	21
		Closing pending:	0
		Condemnation:	1
Utility Relocations	Complete		
Construction	Rivory, Williams to Northwest substantially complete. Road opened to traffic 9-3-19 from Williams to Park traffic circle. Section from Park to Northwest open. Utilities final relocation off Williams turn lane first of December. Contractor moving back in to finish project January 6 th to avoid holiday season shut downs.		
Other Issues			

FM 971 - Realignment at Austin Avenue:

TxDOT review from district office met 5-21 on 90% plans Klotz submitted 100 % plans in August. Environmental complete and submitted.

Scheduled engineering completion 2019

Pursuing one parcel on Project. Parcel has been sent to condemnation, possession expected summer 2019.

Northwest Blvd:

Project to begin at Rivery/Northwest traffic circle 1-6-2020

Rivery Blvd Extension:

Initial phase complete added turn lane construction to begin January 2020

EB Williams @ Rivery Turn Lane

Pre-construction meeting held on November 14th. All utilities that required relocation are complete. Joe Bland plans to start on the week of Jan. 6th 2020

Southwest Bypass (RM 2243 to IH 35) Phase 1:

Complete

Southwest Bypass (RM 2243 to IH 35) Phase 2:

First course paving 90 % complete

Bridge complete

Project completion scheduled First quarter 2020

Rock Water Quality Pond Improvements:

Contractor have poured the pond floor and walls. Limestone blocks are scheduled for delivery next week. Contractor has begun working to excavate and install base lifts for parking section.

Old Town "Northeast" Sidewalk:

Contractor has installed most of the sidewalk along 7th from Myrtle to College and Holly towards the I.O.O.F cemetery. Contractor has also installed sidewalk along College, Ash, 8th and Walnut. Contractor will work to complete installation of those areas and then begin working on required conduit for utility relocations along 7th between Walnut and Holly.

Shell Sidewalk Improvements:

Bid Opening held on 10-29-19. GTAB approved on 11-8-19, City Council approved on 11/26/19. Contracts are being sent to the contractor to be executed.

17th St. CDBG Sidewalk:

Contractor has installed sidewalk along 17th street from Forrest to Hart Street. Contractor will return January 6th to work on completing the remainder of the project. Bus Shelters are ordered end of November and have a 12 week lead time

17th Street Rehab

Pre-con held on December 19th. Contractor estimates start date to be January 20th. Contractor to provide phasing and schedule for 17th street for resident notifications.

2018 Curb & Gutter

To be constructed with 17th Street rehab. Pre-con held on December 19th. Contractor estimates start date to be January 20th. Contractor to provide phasing and schedule for 17th street for resident notifications.

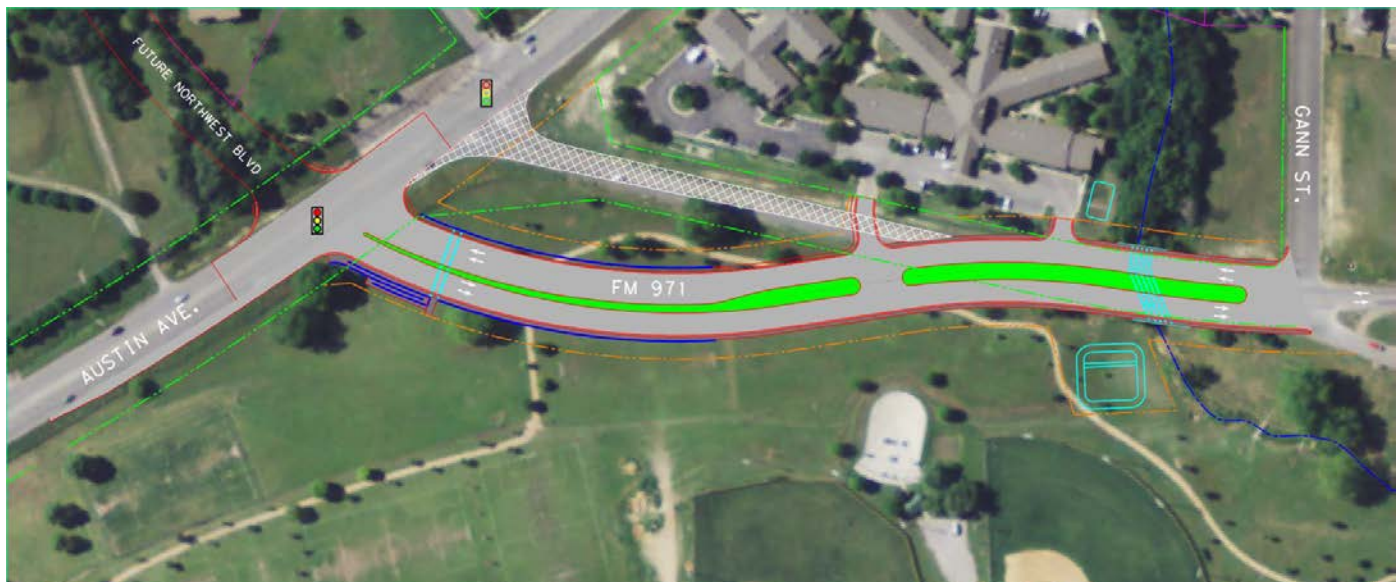
FM 971 at Austin Avenue
Realignment Intersection Improvements
Project No. 1BZ TIP No. AG
Unchanged – January 2020

Project Description Design and preparation of final plans, specifications and estimates (PS&E) for the widening and realignment of FM 971 at Austin Avenue, eastward to Gann Street.

Purpose To provide a new alignment consistent with the alignment of the proposed Northwest Boulevard Bridge over IH 35; to allow a feasible, alternate route from the west side of I 35 to Austin Avenue, to Georgetown High School, to San Gabriel Park and a more direct route to SH 130.

Project Managers Joel Weaver

Engineer Klotz Associates, Inc.



Element	Status / Issues
Design	TxDOT review from district office met 5-21 on 90% plans Klotz submitted 100 % plans in August. Environmental complete and submitted. Scheduled engineering completion 2019
Environmental/ Archeological	TBD
Rights of Way	Pursuing one parcel on Project. Parcel has been sent to condemnation, possession expected Summer 2019.
Utility Relocations	TBD
Construction	Utility relocation to begin first quarter 2020
Other Issues	AFA with TxDOT complete.

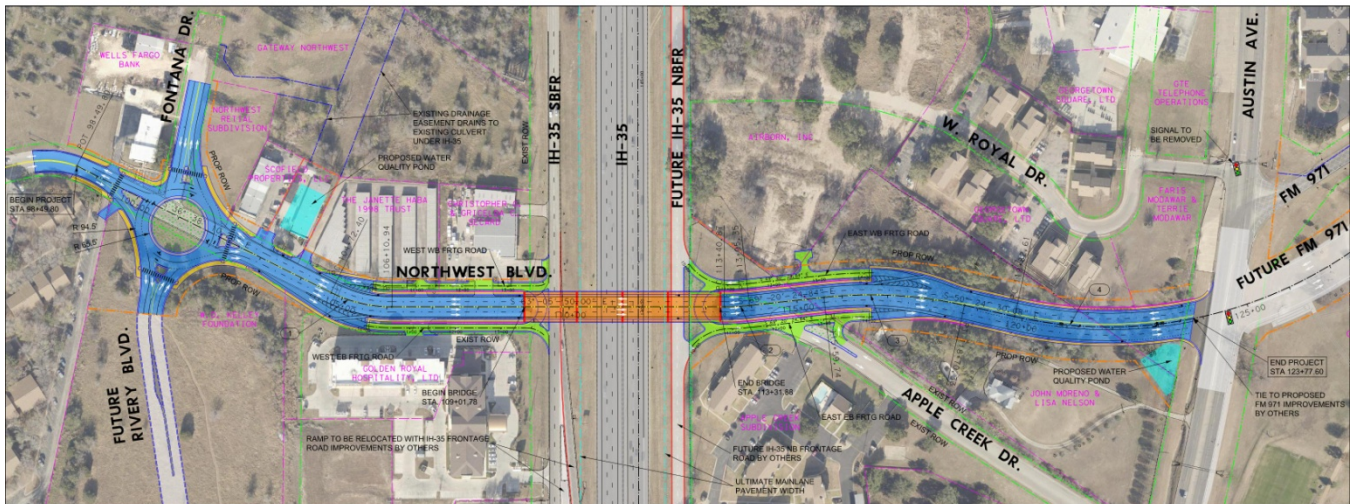
**Northwest Boulevard
(Fontana Drive to Austin Avenue)
Project No. 5QX TIP No. AF
January 2020**

Project Description Construction of overpass and surface roads to connect Northwest Boulevard with Austin Avenue and FM 971.

Purpose This project will relieve congestion at the Austin Avenue/Williams Drive intersection and provide a more direct access from the west side of IH 35 corridor to Georgetown High School and SH 130 via FM 971.

Project Manager Joel Weaver and Wesley Wright, P.E.

Engineer Klotz Associates



Element	Status / Issues
Design	Design Complete
Environmental/ Archeological	Complete
Rights of Way	ROW Documents are being finalized. All offers have been made. 8 Parcels required. 5 acquired, 1 in closing, 2 in condemnation.
Utility Relocations	TBD
Construction	Project to begin at Rivery/Northwest traffic circle 1-6-2020
Other Issues	

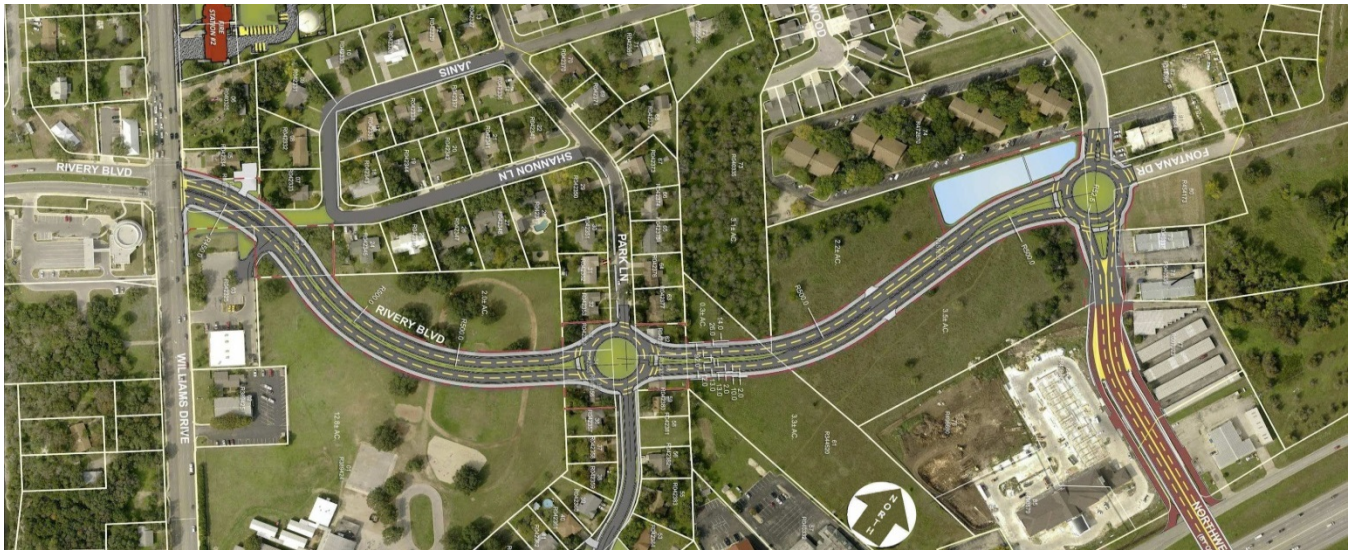
Rivory Boulevard Extension
(Williams Drive to Northwest Boulevard @ Fontana Drive)
Project No. 5RM TIP No. AD
January 2020

Project Description Develop the Rights-of-Way Map, acquire ROW, address potential environmental issues and complete construction plans specifications and estimate (PS&E) for the extension of Rivory Boulevard from Williams Drive to Northwest Boulevard at Fontana Drive in anticipation of future funding availability.

Purpose To provide a route between Williams Drive and Northwest Boulevard serving the Gateway area, providing an alternate route from Williams Drive to the future Northwest Boulevard Bridge over IH 35, to provide a route between the hotels in the Gateway area and the proposed Conference Center near Rivory Boulevard and Wolf Ranch Parkway.

Project Manager Travis Baird, Joel Weaver, and Wesley Wright, P.E.

Engineer Kasberg Patrick and Associates



Element	Status / Issues		
Design	Complete		
Environmental/ Archeology	Complete		
Rights of Way	Offers have been made on 22 parcels, and 20 have closed. Environmental assessment complete on 11 parcels in preparation for demolition. Condemnation hearings completed on 2 parcels, working toward final resolution of matter.	Total Parcels:	22
		Appraised:	22
		Offers:	22
		Acquired:	20
		Closing pending:	0
		Condemnation:	2
Utility Relocations	TBD		
Construction	Initial phase complete added turn lane construction to begin January 2020		
Other Issues			

Right Turn Lane EB Williams Driver @ Rivery Blvd**Project No. 5RP TIP No. None****Unchanged – January 2020**

Project Description	Develop the Plans, Specifications and Estimate for roadway improvements necessitated by the development for the Summit at Rivery.
Purpose	To provide improved traffic flow into the Summit at Rivery hotel and conference center from Williams Drive
Project Manager	Joel Weaver, Chris Pousson and Wesley Wright, P.E.
Engineer	M&S Engineering, LLC

Element	Status / Issues		
Design	EB Williams @ Rivery turn lane design complete. TCEQ WPAP approval received. Easements/ROW contracts have been signed, Closing scheduled for June 28 th . Change Order for Joe Bland approved. PO has been created.		
Environmental /Archeology	TBD		
Rights of Way	All easements acquired.	Total Parcels:	3
		Appraised:	3
		Offers:	3
		Acquired:	3
		Closing pending:	0
		Condemnation:	0
Utility Relocations	Atmos to relocate 1 – 3" line - completed		
Bid Phase	TBD		
Construction	Pre-construction meeting held on November 14 th . All utilities that required relocation are complete. Joe Bland plans to start on the week of Jan. 6 th .		
Other Issues	TBD		

Southwest Bypass Project
(RM 2243 to IH 35)
Project No. 1CA Project No. BK
Unchanged – January 2020

Project Description Develop PS&E for Southwest Bypass from Leander Road (RM 2243) to IH 35 in the ultimate configuration for construction of approximately 1.5 miles of interim 2-lane roadway from Leander Road (RM 2243) to its intersection with the existing Inner Loop underpass at IH 35.

Purpose To extend an interim portion of the SH 29 Bypass, filling in between Leander Road (RM 2243) to IH 35 Southbound Frontage Road.

Project Manager Williamson County
City Contact: Ed Polasek, AICP

Engineer HDR, Inc.



Element	Status / Issues
Williamson County Project Status	(Southwest Bypass (RM 2243 to IH 35) Phase 1 – WPAP for phase 1 approved. On site tasks: Phase 1 <ul style="list-style-type: none"> ○ Complete Southwest Bypass (RM 2243 to IH 35) Phase 2 – First course paving 90 % complete Bridge complete Project completion First quarter 2020
Rights of Way	Complete
Other Issues	

Rock Water Quality Pond Improvements

Project No. 1EC TIP No. None

January 2020

Project Description	Design and preparation of final plans, specifications and estimates (PS&E) and construction administration for WPAP modifications and rehabilitation of the Rock Water Quality Pond.
Purpose	To improve the water quality treatment and capacity for the downtown overlay district.
Project Managers	Michael Hallmark, Chris Pousson
Engineer	Steger & Bizzell



Element	Status / Issues
Design	Design 100%. WPAP modifications defined and GA is being included into the TCEQ application. WPAP approval has been received from TCEQ
Environmental/ Archeological	GA is complete
Rights of Way	N/A
Utility Relocations	none
Bid Phase	Contractor have poured the pond floor and walls. Limestone blocks are scheduled for delivery next week. Contractor has begun working to excavate and install base lifts for parking section.
Construction	TBD
Other Issues	

Citywide Sidewalk Improvements Project
Old Town Northeast Sidewalks
Project No. 1EF TIP No. None
January 2020

Project Description The proposed project consists of the rehabilitation and installation of pedestrian facilities along several streets in northeast “Old Town”. Various methods of rehabilitating existing non-compliant sidewalks will be considered. This project requires coordination with TCEQ and TDLR and all proposed pedestrian elements will be ADA compliant with the Texas Accessibility Standards (TAS).

Purpose To provide ADA/TDLR compliant sidewalks and ramps identified in the 2015 Sidewalk Master Plan.

Project Managers Nat Waggoner, AICP, PMP®, Chris Pousson

Engineer Steger Bizzell



Element	Status / Issues
Design	Finalizing design, received TCEQ WPAP approval. Final review of design and contract specifications are underway.
Environmental/ Archeological	TBD
Rights of Way / Easements	All easements needed have been obtained.
Utility Relocations	Relocate Frontier, Sudden link and COG Electric overhead.
Construction	Contractor has installed most of the sidewalk along 7 th from Myrtle to College and Holly towards the I.O.O.F cemetery. Contractor has also installed sidewalk along College, Ash, 8 th and Walnut. Contractor will work to complete installation of those areas and then begin working on required conduit for utility relocations along 7 th between Walnut and Holly.
Other Issues	

Shell Road Sidewalk Improvements

Project No. TIP No. None

January 2020

Project Description	The proposed project consists of the installation of pedestrian facilities along Shell Road from Sequoia Spur to Bellaire Dr. This project requires coordination with TCEQ and TDLR and all proposed pedestrian elements will be ADA compliant with the Texas Accessibility Standards (TAS).
Purpose	To provide ADA/TDLR compliant sidewalks and ramps to eliminate sidewalk gaps for pedestrian mobility.
Project Managers	Chris Pousson
Engineer	KPA

Element	Status / Issues
Design	95% design set to be reviewed.
Environmental/ Archeological	TBD
Rights of Way / Easements	1 easement secured at Shell Road and Sequoia Spur.
Utility Relocations	TBD
Construction	Bid Opening held on 10-29-19. GTAB approved on 11-8-19, City Council approved on 11/26/19. Contracts are being sent to the contractor to be executed.
Other Issues	TBD

**17th St CDBG Sidewalks
(Railroad to Forest St)
Project No. 9AZ TIP No.
January 2020**

Project Description Construction of new sidewalk along 17th St from Railroad to Forest St. Improving the two GoGeo bus stops on that route.

Purpose This project will improve the pedestrian route connecting existing low income housing to important community services and destinations.

Project Manager Chris Logan

Engineer KPA



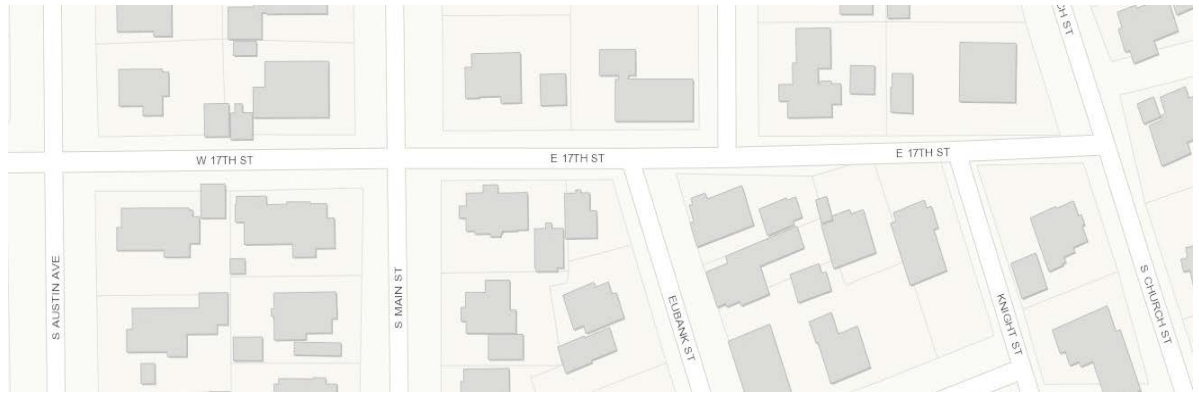
Element	Status / Issues
Design	<p>Task order is fully executed for the engineering services. Design underway</p> <ul style="list-style-type: none"> • Survey is complete, working on preliminary alignment • Final Design – complete by early July • Bidding – Complete by mid August
Environmental/ Archeological	Complete
Rights of Way	Working on 90% plans. Survey identified some ROW lines that need cleaning up at the Rail Apts.
Utility Relocations	TBD
Construction	Contractor has installed sidewalk along 17 th street from Forrest to Hart Street. Contractor will return January 6 th to work on completing the remainder of the project. Bus Shelters are ordered end of November and have a 12 week lead time
Other Issues	

17th Street Rehabilitation
Project No. 1CE TIP No. None
January 2020

Project Description	This project consist of the rehabilitation of 17 th street from Austin Ave to Church Street. This project will include replacing and upgrading the existing water line in the project area, new curb and gutter and full rehabilitation of the street.
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Project Manager Chris Pousson

Engineer/Engineers KPA



Element	Status / Issues
Design	Complete
Environmental/ Archeological	N/A
Rights of Way	All work will remain in existing ROW
Utility Relocations	N/A
Bid Phase	Pre-con held on December 19 th . Contractor estimates start date to be January 20 th . Contractor to provide phasing and schedule for 17 th street for resident notifications.
Construction	
Other Issues	

2018 Curb and Gutter
Project No. 5AL TIP No. None
January 2020

Project Description Design and preparation of final plans, specifications and estimates (PS&E) and construction administration for curb and gutter replacements on 20th street, 19 ½ street, Myrtle Street, 16th street, 17 ½ street and Elm Street.

Purpose This project consists of removing and replacing old curb and gutter that do not properly drain storm water and prematurely damage streets.

Project Managers Chris Pousson

Engineer KPA



Element	Status / Issues
Design	100% Complete.
Environmental/ Archeological	N/A
Rights of Way	N/A
Utility Relocations	N/A
Bid Phase	To be constructed with 17 th Street rehab. Pre-con held on December 19 th . Contractor estimates start date to be January 20 th . Contractor to provide phasing and schedule for 17 th street for resident notifications.
Construction	
Other Issues	

GEDCO - AGREEMENTS STATUS REPORT

December 16, 2019

Name	Description	Start Date (Council Approved)	End Date	\$ Encumbered	\$ Expended
Radiation Detection Corporation	Grant for Qualified Expenditures and job creation related to the relocation of the corporate offices to Georgetown.	7/23/2013	12/31/2021	\$ 320,000	\$ 320,000
KJ Scientific (KJS)	Provide a grant of the equipment obtained in the TLCC brand acquisition to KJ Scientific (KJS) to retain the business in Georgetown. The retention equipment grant is for five years with KJS obligated to pay a pro-rated amount of \$10,000 per year should they relocate outside of the City.	2/27/2018	12/31/2022	\$ 50,000	\$ 50,000.00
Holt Caterpillar	GEDCO to provide up to \$360,000 infrastructure grant for fire suppression system pump house installation.	9/10/2019		\$ 360,000	
Georgetown Development I, LLC	Infrastructure reimbursement grant of \$500,000 for qualified expenditures related to the development of 90,000 SF of speculative business park space in Georgetown at the Westinghouse Business Center.	10/9/2018	6/1/2021	\$ 500,000	
WBW Development	Infrastructure reimbursement grant of \$200,000 for qualified expenditures and a \$120,000 job creation grant for the creation of 30 jobs over 6 years related to the development of their headquarters location in Downtown Georgetown.	2/12/2019	within 6 years of the certificate of occupancy date	\$ 320,000	
Confido III, LLC	Infrastructure reimbursement grant for \$600,00 to assist with construction of an access road and turn lane to maintain access to the Georgetown airport as area land development continues.	3/8/2019	3/31/2022	\$ 600,000.00	
Sedro Crossing	Infrastructure reimbursement grant of \$250,000 to assist with utilities and access points for construction of 170,000 square feet of new professional office space on Williams Dr.	3/26/2019	12/31/2023	\$ 250,000.00	

GEDCO - AGREEMENTS STATUS REPORT

December 16, 2019

Name	Description	Start Date (Council Approved)	End Date	\$ Encumbered	\$ Expended
Atmos Energy	Infrastructure reimbursement grant of \$148,499.36 for the installation of 776 feet gas main along 7th, 8th, and 9th streets.	4/6/2019		\$ 148,499.36	
Texas Speed & performance	Job creation grant of \$2K per job up to 100 jobs in 5 years.	11/12/2019	11/12/2024	\$200,000	
Motion Commercial Properties	Infrastructure reimbursement grant in connection with the construction of 2 bldgs: \$500K infrastructure reimbursement bldg #1 \$500K infrastructure reimbursement bldg #2	Certificate of occupancy issue date	10 year anniversary of start date	\$1,000,000 -----	
Atmos Energy (Lakeway Extension)	Extension of natural gas line for any GEDCO applicable project	12/10/2019	12/10/2024	\$400,000	
Costco	Agreement to partner with Atmos for natural gas line extension and reimbursement of cost to GEDCO by Costco if retail store construction is not	12/10/2019	12/10/2024	N/A	