

Notice of Meeting of the Governing Body of the City of Georgetown, Texas May 12, 2020

The Georgetown City Council will meet on May 12, 2020 at 6:00 PM at

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.

**The link for the May 12th Council Workshop Meeting is:
<https://tinyurl.com/u8pr9x>**

If a citizen would like to provide public comment on any item, we ask that they complete and submit this form:

<https://records.georgetown.org/Forms/AddressCouncil>

This form allows citizens two options – to have their comments read aloud by the City Secretary or to be called when their item of interest is presented.

If you are viewing or listening to the meeting from a personal device, such as a computer or laptop, know there is a 20 to 40 second delay from the live meeting. Please be prepared to speak before the item presentation has ended. Make sure you turn the volume all the way down on that device before taking the call.

Use of profanity, threatening language, slanderous remarks or threats of harm are not allowed and will result in you being immediately removed from the meeting.

When answering the call please wait for Mayor Ross to say your name before providing your comment. Upon completion of your comments your phone call will be disconnected from the meeting. You will still be connected via your personal device which will allow you to continue watching.

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

APPA Safety Award

City Council Regional Board Reports

Announcements

Preservation Month Webinars

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 Special Meetings held on March 19, 2020 and April 3, 2020 and Workshop and Regular Meetings held on Tuesday, April 28, 2020 -- Robyn Densmore, City Secretary
- C Consideration and possible action to **appoint members** to the City of Georgetown **Electric Utility Board** and **appoint** a member to serve as the **chair** -- Mayor Dale Ross
- D Consideration and possible action to **appoint members** to the City of Georgetown **Water Utility Board** and **appoint** a member to serve as the **chair** -- Mayor Dale Ross
- E Consideration and possible action to **appoint City Council Members** to the City of Georgetown **Electric Utility Board** and **Water Utility Board** -- Mayor Dale Ross
- F Consideration and possible action to approve a Resolution **terminating certain multiple use agreements** between the City of Georgetown and **TxDOT** and authorizing the Mayor to execute the terminations -- Ray Miller, Director of Public Works
- G Consideration and possible action to approve a **request** from **A Gift of Time Adult Day Care** to **utilize remaining FY2017-18 Strategic Partnerships for Community Services (SPCS) Grant funds** in the amount of **\$14,854.03** for **operating expenses** -- David Morgan, City Manager and Shirley J. Rinn, Executive Assistant to the City Manager
- H Consideration and possible action to approve **construction contract no. 20-0017-CIP** with **Choice Builders, LLC** of Temple, TX for completion of **landscape and amenity improvements** related to the Georgetown Village Public Improvement District (**GVPID**) in the amount of **\$563,830.50** -- Eric Nuner, Assistant Parks and Recreation Director
- I Consideration and possible action to approve a **Master Service Agreement no. 20-0040-MSA** for **professional engineering services** with **TOP Engineers Plus** -- Chris Bryce, Director of Information Technology
- J Consideration and possible action to approve an award of **Blanket Term Contract 20-0038-SC** with **Aramark Uniform Services**, a division of Aramark Uniform & Career Apparel, LLC to provide **rental, laundering and delivery of uniforms, linens and mats** through the **BuyBoard Contract #587-19** in an amount not to exceed **\$80,000.00** -- Leah Neal, Purchasing Manager
- K Consideration and possible action to approve a Resolution granting a **license** for the

encroachment of multiple awnings into the right of way of East 7th St. to Alford, Aleman Properties, LLC; and to authorize the Director of Planning to execute all necessary documents -- Travis Baird, Real Estate Services Manager

- L Consideration and possible action to approve a Resolution authorizing the Mayor to execute an Agreement for a Local On-System Improvement (**LOSI**) **Project** with the Texas Department of Transportation (**TxDOT**) for **signal and roadway improvements on SH29 at Wolf Crossing** -- Wesley Wright, PE, Systems Engineering Director
- M Consideration and possible action to approve a Resolution authorizing the Mayor to execute an Agreement for a Local On-System Improvement (**LOSI**) **Project** with the Texas Department of Transportation (**TxDOT**) for **intersection improvements on SH29 from the north bound IH35 Frontage Road to Scenic Drive** -- Wesley Wright, PE, Systems Engineering Director
- N Consideration and possible action to approve an award of a **contract to Bruce Flanigan Construction, Inc.** for the **construction of the Parkside and Rabbit Hill Water Line Improvements** in the amount of **\$295,295.00** -- Wesley Wright, P.E., Systems Engineering Director, and Michael Hallmark, CIP Manager

Legislative Regular Agenda

- O Consideration and possible action to approve a **Municipal Services Agreement** with **Charles J. Johnson and Janice Lynn Dees** for the provision of municipal services to an approximately **22.27-acre** tract of land out of the Barney C. Low Survey, Abstract No. 385 and a **1.99-acre portion of Westinghouse Road**, a right-of-way of varying width described to the City of Georgetown, Texas, generally located at **1100 and 1200 Westinghouse Road, upon annexation** - Sofia Nelson, CNU-A, Planning Director
- P **Public Hearing and First Reading** of an Ordinance on a request for a **Zoning Map Amendment to rezone 1.816 acres** (81,103 square feet) of land being all of Lot 1, Block B, Sierra Vista, Section 4A Subdivision, **from the General Commercial (C-3) district to the Low-Density Multi-Family (MF-1) district**, for the property generally located at **901 Rockmoor Drive** -- Sofia Nelson, CNU-A, Planning Director
- Q **First Reading** of an Ordinance **amending Section 10.12.020** of the Code of Ordinances related to the **rate of speed on State Highway 29/University Avenue** -- Ray Miller, Public Works Director
- R **First Reading** of an Ordinance **amending Chapter 13.04** of the Code of Ordinances, Article I related to **electric rates; adding section 13.04.050** related to **electric vehicle fast charger service**; and **amending section 13.04.084** related to **energy efficiency and conservation fee** -- Daniel Bethapudi, General Manager of the Electric Utility and Leticia Zavala, Director of Customer Care
- S **Second Reading** of an Ordinance for a **Zoning Map Amendment to amend the New Westinghouse Investors Tract Planned Unit Development District (PUD)**, to **revise the conceptual land plan** for approximately **26.62 acres** out of the Barney Low Survey Abstract No. 385, generally located **south of Westinghouse and west of May Street and north of the southern city limit boundary** -- Sofia Nelson, CNU-A, Planning Director
- T **Second Reading** of an Ordinance for a **UDC Text Amendment to amend Sections 3.08.100, 3.09.030 and 3.17.030, and Chapter 16** of the **Unified Development Code (UDC)**, to require a **letter of service ability** for any **electric utility provider prior to final approval** of subdivision related **development applications** and to establish a definition for a letter of service ability -- Sofia Nelson, CNU-A, Planning Director

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.

U Anthony Teneglia submitted comments regarding the Preserve at Water Oak zoning change. His comments will be read aloud at the meeting by the City Secretary.

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.

- V **Sec. 551.071: Consultation with Attorney**
Advice from attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items
- Litigation Update
 - HIPPA Matter
- Sec. 551.086: Certain Public Power Utilities: Competitive Matters**
- Purchase Power Update
- Sec. 551.072: Deliberations about Real Property**
- Purchase of Property, 1303 Wilbarger Pt. -- Travis Baird, Real Estate Services Manager

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
May 12, 2020

SUBJECT:

Consideration and possible action to approve the **minutes** of the Special Meetings held on March 19, 2020 and April 3, 2020 and Workshop and Regular Meetings held on Tuesday, April 28, 2020 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Robyn Densmore, City Secretary

ATTACHMENTS:

CC Spec Meeting Minutes 03.19.2020

CC Spec Meeting Minutes 04.03.2020

CC Workshop Minutes 04.20.2020

CC Reg Minutes 04.28.2020

**Notice of a Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, April 3, 2020**

The Georgetown City Council will meet on Tuesday, April 3, 2020 at 3:00 PM at the Council Chambers at 510 West 9th St., Georgetown, Texas.

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Regular Session

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

A. Call to Order

Mayor Ross called the meeting to order at 4:00 p.m.

The following Council Members were in attendance: Mayor Dale Ross; Mary Calixtro, Council Member District 1; Valerie Nicholson, Council Member District 2; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; Kevin Pitts, Council Member District 5; and Rachael Jonrowe, Council Member District 6. Tommy Gonzalez, Council Member District 7 was absent.

Legislative Regular Agenda

- B. Consideration and possible action to approve a Resolution ratifying the Disaster Declaration signed March 14, 2020 and consenting to its continuation for a period of more than seven days -- Jackson Daly, Community Services Director

Daly noted that on Saturday, March 14, 2020 Mayor Ross issued a Disaster Declaration for the City and that the declaration was only valid for seven days. He explained that under state law, the Mayor is designated as the Emergency Management Director for the city, and generally speaking, the Mayor has the same powers as the governor just scaled to a local level. Daly explained that, in other words, the Mayor has the power to: evacuate all or part of the population of an area of the city that has been stricken or is threatened if necessary for the preservation of life or other disaster mitigation, response, or recovery effort; prescribe routes,

modes of transportation, and destinations in connection with an evacuation; control ingress and egress to and from a disaster area and the movement of persons and the occupancy of premises in the area; suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives, or combustibles; establish curfews and blockades; implement other security measures necessary to protect life and secure property; and suspend deadlines imposed by city ordinances. He explained the unusual circumstances the City is currently facing and said that State law is generally designed to respond to disasters like floods, wildfires, etc. Daly noted that protracted pandemics are unusual, and it is important to prepare, respond, and mitigate spread of COVID-19. He added that the disaster declaration ensures the City can be eligible for certain reimbursements, reassign personnel and resources, and seek assistance from State. Daly then explained additional local orders that include changing meeting procedures; formally assigning emergency management coordinator responsibilities to City Manager; misalignment in current ordinance; assistant Fire Chief and Community Services Director identified as assistant coordinators; and that County Orders do apply to the City. He then noted the current actions taken by the City that include: closing public facing facilities and lobbies; making response plans for each service area to ensure continuity of service while limiting face-to-face interaction; doing additional planning to shift to essential services only, if needed; preparing to stand-up childcare facility for employees; establishing employee quarantine area; and evaluating financial impact, tracking costs, preparing for future budget recommendations. Daly reviewed future actions and considerations that include: changing election dates; remote participation at Council meetings; evaluating current work plan to place certain projects on hold, for example, projects that require public engagement; reaching out to coordinate with social service organizations; and working with Chamber on resources for small-businesses.

Pitts asked about the ending date for the proposed Resolution. Daly responded that it will set the Disaster Declaration to end on May 11th. He added that Council will have many meetings between now and that date aligns with Williamson County's advisory related to public gatherings less than 10 people. Pitt noted that that Williamson County has just voted to extend their declaration and asked what their ending date is at this time. Daly said he would check and get back to Council with that information. Pitt stated that he thought the County had done an indefinite declaration. Daly noted that the timeline is up to Council, but he is satisfied with the May 11th date because there will be many opportunities to extend it if needed. Pitts asked if Council needs to extend could the item be placed on a regular meeting agenda. Daly responded yes, it could.

Motion by Fought, second by Nicholson.

Jonrowe asked for clarification on the Mayor's role and ability to make decisions when the declaration is in place. Daly responded staff works with Legal to get documents prepared, but the Mayor get to sign these declarations into place. Jonrowe than asked how to accommodate Council's ability to give and receive information considering the constant changes to the situation and if the City can be more strict that the County. Daly responded that the City can be more strict and that the City Manager will be providing a daily email. He added that the pandemic will be a topic at all Council meetings during the disaster declaration and if Jonrowe wanted information more often than that. Jonrowe responded yes because when constituents start getting sick she wants to be as informed as possible. David Morgan, City Manager, stated

that staff is happy to meet with Council at their desired frequency. He added that the intent of the declaration is to allow the Mayor to make decision quickly because there is not always the flexibility to post a meeting and wait the 72 hours before meeting. Morgan stated that both he and the Mayor are happy to discuss in one on one meetings with Council Members. Charlie McNabb, City Attorney, clarified that the power given to the Mayor comes from State and Federal laws. Jonrowe noted the desire to be as open as possible with the public.

Pitts stated that he understands the need to have as much information as possible, but noted the need to allow the Mayor, or needed staff, to make decisions quickly. He added that he wouldn't mind having a higher frequency of meetings, but asked staff if that would actually lead to Council getting more information than they are already receiving. Morgan responded that he didn't feel additional meetings would change the amount of information Council receives. Pitts added that he doesn't want to have more meeting if they are informational only and not for decision making.

Jonrowe stated that she is not proposing having meetings to vote on the decisions the Mayor is making, she would like more visibility of information for the citizens. Pitts asked if more meetings would do that. Jonrowe responded yes.

Nicholson asked if there was a way for City updates to be public. Morgan responded that the daily emails provided are a collection of information received from surrounding entities. He added that all of the information is public, and the City website is updated many times per day. Nicholson noted that Facebook could also be useful communication tool to be considered. Morgan responded that staff is willing to do weekly meeting through social media if needed and staff is trying to get as much information out as possible.

Jonrowe supported doing live questions and answer session with the public. She then asked about the possibility of a City contracted epidemiologist to answer questions and interpret data. Morgan responded that those resources exist as the County level with the County Health District.

Mayor Ross stated that the City should align with nearby cities and Williamson County for as much consistency as possible. He also noted the fast-moving pace of the pandemic and promoted the use of City's website as a communication tool. Morgan stated that a unified response is important because City decisions can have a regional impact.

Jonrowe asked if there is any existing data on going with the crowd versus being an outlier. Morgan responded that he didn't have specific studies on hand that address that topic. McNabb stated that as a general principle a City can be more restrictive than the County, but he is not sure about the statute related specific to a disaster declaration. He then clarified about how many people can gather in different types of locations. Jonrowe asked for clarification on what the City can and can't do to be more restrictive.

Roll Call Vote:
Calixtro – For
Nicholson – For

Triggs – For
Fought – For
Pitts – For
Jonrowe – For
Gonzalez – Absent

Approved 6-0 (Gonzalez absent).

Adjournment

Motion by Fought, second by Nicholson.

Approved 6-0 (Gonzalez absent).

Meeting adjourned at 4:32 p.m.

Approved by the Georgetown City Council on _____
Date

**Notice of a Meeting of the
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City of Georgetown, Texas
Tuesday, April 3, 2020**

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Mayor Ross called the meeting to order at 3:00 p.m.

The following Council Members were in attendance via videoconference: Mayor Dale Ross; Mary Calixtro, Council Member District 1; Valerie Nicholson, Council Member District 2; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; Kevin Pitts, Council Member District 5; and Rachael Jonrowe, Council Member District 6. Tommy Gonzalez, Council Member District 7 was absent.

Legislative Regular Agenda

A. Forwarded from the Georgetown Economic Development Corporation (GEDCO):

Consideration and possible action to approve a **COVID-19 Small Business Resource Grant Program** -- Michaela Dollar, Economic Development Director

Dollar presented and provided a background for the program noting that since the end of the great recession, small businesses have created 62% of the net new private sector jobs in the United States, and know that impact of small businesses on the City's local economy, and the immediate impact that the COVID-19 pandemic has on these businesses, the City and Georgetown Chamber of Commerce (Chamber) have been working together to launch a Small Business Grant program. She continued, stating that the Chamber has designated \$100,000 for a COVID-19 Small Business Resources grant program and City staff proposed that the Georgetown Economic Development Corporation (GEDCO) contribute an additional \$100,000 to the grant program while contracting with the Chamber to administer the funds. Dollar said that GEDCO approved the program at their March 30, 2020 meeting and the program would create \$200,000 with a maximum award of \$5,000 per business. She then

explained the funding ability and noted that the State allows up to 10% of Type A funds to be used for promotion each year, and the unused portion can be granted for business assistance which can include business assistance to non-primary employers in this situation and the City typically budgets for approximately 5% of the Type A funds to be used for promotion, and have enough remaining to cover the \$100,000. Dollar explained the eligible businesses which are: non-home based businesses; located in Georgetown; have 25 full time employees or fewer; services and revenue have been affected by the COVID-19 pandemic; not non-profits; and priority will be given to businesses with frequent and/or close contact with customers. She explained the application information that will include business ownership, business impacts due to COVID-19, personnel counts and reductions, revenue estimates and reductions, use of grant funds, and additional sources being sought. Dollar reviewed the approval process which will include the following: application will be accepted until August 1, 2020 or when funds are used, and will be reviewed and awarded weekly; the review committee consists of the Chamber President, Chamber Executive Committee, and the Georgetown Economic Development Director; and higher priority will be given for businesses with frequent and close contact with customers, businesses who check more boxes under "business impacts," larger amounts of employee reduction, and larger business revenue loss.

Motion by Pitts, second by Nicholson.

Calixtro asked what percentage of businesses that could qualify for the program. Dollar responded that she was not sure off hand, but any business in City limits that have 25 full time employees, or fewer would be eligible and membership to the Chamber is not required. Calixtro asked for clarification the application process and receipt of funds. Dollar responded that the committee will review applications weekly and awarding grants weekly. Calixtro asked if the City has already received applications. Dollar responded not at the City, but the Chamber will accept applications and be administering the funds.

Nicholson asked for clarification on where application be available and where they will be submitted. Jim Johnson, President of the Georgetown Chamber of Commerce responded that the applications will be available on the Chamber website. Mayor Ross asked if the easiest way to apply will be through the website. Johnson responded yes, there is a Corona virus update on front page. Mayor Ross asked if Johnson would like to provide additional comments. Johnson responded that the Chamber is very excited about opportunity and the time frame will start this afternoon with the first grant being awarded within 14 days. Nicholson noted that one of the hardest hit areas is restaurant or hospitality. She asked that Johnson comment to 25 full time employee equivalent threshold. Johnson responded that the committee used a franchise owned restaurant and looked at their number of employees and felt that 25 covered most of what was they were looking for. Nicholson said that some businesses have already had to make decisions related to staffing and asked when the full-time employee counts were made. Dollar responded that the count of full-time employees was based on March 1st through May 15th and then compared to the business' expected decline.

Triggs asked about the schedule of money going out. Dollar responded that the funds will be given on a first come, first serve basis. She added that the committee will look at a range of impact on the businesses with many expected applicants at first. Dollar stated that the

committee did extend deadline in case all of the funds aren't used right of way. Triggs responded that he thought it was a good idea.

Pitts asked about the 25 maximum employees and if there will be any exclusions. Dollar responded that the committee had not talked through an exclusion element. Pitts asked larger locally owned and operated restaurants would be considered. Dollar responded that after the initial wave of applicants is reviewed the committee could consider working on an exclusion. Pitts asked if most restaurants have less than 25 full time employees or equivalent. Dollar responded that most do. Pitts asked if there will be a second round of funding or if there will be an extension period for the applications. Dollar responded that she is not sure about a second round, but the committee did put a longer application period in if not all funds were used. Pitts noted that people applying for federal funds will be waiting for a while. He asked if most of the Economic Development money is used to bring businesses and create new jobs. Dollar responded yes through recruitment and primary employers. Pitts stated that the City should do what it can to help businesses locally and that he fully supports this grant program and the quick response.

Fought stated that this item was discussed rather extensively at GEDCO extensively and City needs to do everything possible to retain jobs. He added that GEDCO approved the project 100%.

Jonrowe stated that she had no questions other than Council being notified when funds are depleted. She supported exploring all possible options for a second round of funds.

David Morgan, City Manager, stated that the Texas Municipal League (TML) has a request in that the Governor expand the use of GEDCO type funds and be more flexible.

Mayor Ross asked for any closing comments from Chamber and noted the good work. Johnson responded that in 2006 there was a former non-profit known as the Georgetown Industrial Foundation that gifted funds to the Chamber. He added that there have been many conversations with the Chamber and the City, and they are helping businesses get back.

Robyn Densmore, City Secretary, noted that she had not received any public comments or requests for the public to speak.

Roll Call Vote:

Calixtro – Yes

Nicholson – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Absent

Approved 6-0 (Gonzalez absent).

Mayor Ross noted that it is the will of the Council to do this sooner rather than later.

Adjournment

Motion by Fought, second by Nicholson.

Approved 6-0 (Gonzalez absent).

Meeting adjourned at 4:32 p.m.

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

**Notice of Meeting of the
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City of Georgetown, Texas
Tuesday, April 28, 2020**

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Mayor Ross called the meeting to order at 3:00 p.m. The following Council Members were in attendance: Mayor Dale Ross; Mary Calixtro, Council Member District 1; Valerie Nicholson, Council Member District 2; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; Kevin Pitts, Council Member District 5; and Rachael Jonrowe, Council Member District 6; and Tommy Gonzalez, Council Member District. All Council Members present via videoconferencing and a roll call was performed.

Valerie Nicholson, District 2 joined the meeting at 3:05 p.m. during Item A.

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

- A. Presentation and discussion regarding COVID-19 and the City's emergency management response, impact on timelines of City projects, expenditures, and communications -- David Morgan, City Manager

Morgan presented the item and noted that the Williamson County Stay Home Stay Safe Order was modified on April 21, 2020 to be consistent with Governor Abbott's Executive Orders issued on April 17, 2020. He added that this Order specifically addressed healthcare operations and retail businesses. Morgan noted that the City modified operations to allow for Library Curbside Service being reopened April 27, 2020 and staff is developing procedures to reopen lobby spaces and other City operations. He the noted the City's work with surrounding City leadership to stay in alignment with what surrounding cities are doing. Morgan reviewed the fiscal impact to date:

Communications	\$ 17,730.21
Employee support (childcare, leave, etc)	\$ 2,925.78
Cleaning and Sanitizing	\$ 19,133.09
Quarantine	\$ 2,933.00
Medical Supplies (PPE)	\$ 132,936.49
Ipads for Fire Department	\$ 4,189.56
Equipment (sanitizing machine)	\$ 17,403.00
	\$ 197,251.13

Morgan noted that a budget impact presentation is scheduled for the May 12, 2020 Council meeting with expenditure reduction planning included.

Pitts asked about applying and receiving federal funds. Morgan responded that nothing being proposed at this time would conflict with receiving funds through the CARES Act. He added that the grants on the Regular Agenda if for funds that are available now.

Morgan noted the Virtual Poppy Festival with a performance by Dysfunkshun Junkshun via a Facebook live concert from Barrels and Amps and the ability for citizens to purchase t-shirts with the proceeds going to the Caring Place. He then reviewed communications and noted that staff is doing the following: sharing positive case counts by zip code daily on COVID-19 webpage, Facebook and Twitter; sent out a mailer with resource information; ads placed in the Sun and Community Impact with a letter from the mayor, things people can do, and community resources; City Reporter that is a monthly insert for utility bills; Social Service Campaign; RecAtHome program; Facebook frames for profile pictures; and Fact Fridays with the sharing of answers to commonly asked questions. Morgan then provided the status of projects noting that due to the emergency response by City staff and the economic impacts of COVID-19, staff evaluated upcoming projects and initiatives to prioritize projects that need to continue and projects to postpone until emergency situation diminishes. He reviewed the projects on hold which are: Downtown Parking Study/Parking Garage; Citizen Satisfaction Survey; Employee Engagement and Enablement Survey; Parks and Recreation and CVB Summer Programming; Historic Design Guidelines Public Engagement; Downtown Trash Rate Study; Transportation Impact Fee Study; Mobility Bond that will be revisited at the May 12 Council Workshop; operation of Fire Station 7; Tennis Center Pool demolition; Lyft Pilot Contract for rideshare; second laptop purchase; and Parks and Recreation Open Space Masterplan. Morgan noted that putting a project on hold did not mean it was on hold forever. He then reviewed that projects to proceed that include: Water Rate Study; Workday; budget; business planning; distance learning; Electric Fund Work Plan; Transfer Station design; road/utility capital improvement projects (CIPs); Streets and Stormwater Maintenance Plan; Georgetown Municipal Complex Lobby remodel; Recreation Center and natatorium HVAC; Village PID and ADA Trail Improvements; operation of Fire Station 6; transit service review; Communications Strategic Plan; long range water planning; Water Conservation Engagement Enforcement Initiative; fiber asset allocation; TxDOT FY2021 signal takeover; and UDC Amendments that will be reviewed on a case by case basis due to the public feedback component.

Calixtro asked for more explanation regarding the employee engagement survey. Morgan responded noting that a third-party does a survey to measure engagement and enablement. He added that is done every other year and provide valuable employee feedback that is compared to similar organizations. Calixtro asked if it was like team building. Morgan responded that it can result in team building. He noted that the information is provided to everyone and provided in categories. Calixtro asked about the timing of the survey. Morgan responded that the employees are give a few weeks to complete the survey and that it takes about three-month total. Calixtro asked for clarification on the Village PID. Morgan explained that the PID pays an additional tax that used for improvements within their area. He added that there already a specific plan in place for improvements. Calixtro asked if anything is hurt by putting the PID project on hold. Morgan responded that the funds can only be used for specific things and now might be a good time to bid projects.

Nicholson stated that approves with the projects lists and asked if Morgan needed any specific feedback. Morgan responded that staff needed to know if Council didn't agree with any of the projects on the on-hold list. Nicholson stated that she is fine with staff's recommendations.

Triggs stated that he is fine with staff's prioritization.

Fought that he agrees with list and that he is looking forward to a review of Lyft program and a comprehensive look at mass transit program including a way forward. He asked if the Lyft program would be part of budget process. Morgan responded yes, with the first review in June. He added that staff is looking at the current program and other options.

Pitts asked for Morgan to remind him about the GMC lobby remodel. Morgan responded that the project was discussed in facilities master plan. He added the City has cash for it and the current setup is not customer friendly. Morgan noted that there is a security issue when getting the public to some meeting rooms and it is a small remodel that staff will gain a lot from. Pitts noted that regarding the Village PID he is supportive of moving forward. He asked about the operations on Fire Station 6, but not Fire Station 7 and the how decision was made to choose one and not the other. Morgan responded that Fire Station 6 will house one of the companies current housed at Fire Station 5, which is a multi-station facility. He added that Fire Station 7 is a whole new setup and new crew and the delay is due to the need for more flexibility with staffing during COVID-19 crisis. Pitts asked if the phase two of the laptop purchase was budgeted for this year. Morgan responded yes, but it is something can wait right now.

Jonrowe stated that she had no questions on staff recommendations but did have questions on the Governor's orders. She asked about enforcement of the Governor's reopening plan and the City is handling that currently and if the City has the staffing ability. Morgan

responded the Orders will be hard to enforce. He added that staff will have to know 25% of capacity based on fire code and the City can require businesses to count people and have a plan in place to count people. Morgan stated that staff will respond to complaints and will have to be flexible. Jonrowe asked if employees will have a requirement to wear protective masks. Morgan responded that the provisions provide guidance, but don't allow for enforcement. Jonrowe asked if it will be up to the owners. Morgan responded that because the Governor's orders are broad, the City will have to follow that. Jonrowe asked if the City can shut down businesses that don't comply. Morgan responded that the City can impose fine and jail time but can't shut down. Jonrowe asked if it is up to municipalities as to when to open the library and how many people to allow. Morgan responded that is correct and the plan for library is maintain an occupancy level within the 25% capacity, public spaces upstairs are not going to be rented, staff is rearranging furniture, staff will wear masks, staff will provide masks to patrons, staff can ask patrons to wear masks when in the facility, and plexiglass is in place to allow for more safety. Jonrowe stated that she would prefer for the City to go above and beyond and that it is hard to control behavior. She stated that she would like the touchless system to stay in place at the Library to limit access to facilities. Jonrowe asked if any other cities or Texas Municipal League (TML) is exploring the constitutionality of the Governor's orders, especially regarding the wearing of masks. McNabb responded that TML has looked at that and a home rule City can do anything that's not inconsistent with the laws of the State. He added that when the Governor is acting within state law, the City will follow. McNabb stated that the City does have questions about enforcement and noted that Austin is the driver on the issue. Jonrowe stated that she understood that the City could be more restrictive than the state. McNabb responded that it depends on the perspective and if the Governor says the City cannot use law enforcement to enforce mask issue, then the City cannot. Jonrowe asked if the City can say that masks be worn in public but can't use law enforcement to enforce it. McNabb responded yes. Jonrowe stated that she would like to require citizens to wear masks with exception for citizens with special needs and noted that Georgetown has higher senior citizen population. She asked about Red Poppy Café, and if staff working with owner. Morgan responded yes. Jonrowe asked if the decision to open is up to the owners themselves. Morgan responded yes. Jonrowe asked about employees that don't feel safe returning to work. Morgan responded that he is not sure about that circumstance. Jonrowe asked if staff is using TML to bring issue to the Governor's attention. McNabb responded that staff are not working directly with Governor's office. Jonrowe stated that she would like to have ability to work with employees who worry for their safety. Morgan responded that there are provisions at the federal level that allow for more leave. He added that the leave doesn't apply for every entity but does apply to the City and examples are for providing childcare. Jonrowe stated that understood the provision to allow for two weeks of sick leave, 2 weeks of family medical leave, and an additional 10 weeks for childcare. Morgan responded that generally, that is correct. Jonrowe asked if there were exemption for businesses with less than 50 employees. McNabb responded that the City obligated to provided leave no matter what the number of employees. Jonrowe noted that the City is a resource for information to businesses and wanted to note what some of the options are.

Gonzalez noted Fire Station 7 and asked if District 7 currently has the longest response times in the City. He then asked if when Fire Station 7 goes into place, the City will re-shift service areas for all stations to improve response times for all areas. Morgan stated that when Fire Station 7 goes into places the City shift all services areas. He added that he understands the need for the station and the concern is stressing the current staffing and putting the City in difficult position if too many employees get COVID or need to be quarantined. Morgan noted that the delay is only for a few months. Gonzalez stated that he understands, and the concerns are valid, but the shorter the wait the better. He added that the current area is underserved by Fire and EMS services. Gonzalez noted the need to do a regular analysis due to changing information relating to projects that that the City needs to be careful with sending mixed messages. He added that citizens need to understand what they can and can't do, the need to safely transition back to normal, and allow owners to make decisions.

Mayor Ross stated that he agrees with Gonzalez and the need for consistency within the region following Governor's orders. He added that the City needs to give owners the flexibility to respond and the Library allows access to entertainment and needs to be opened as safely as possible.

Morgan then reviewed Utility Billing financial assistance noting that on April 14, 2020 Council gave direction to waive certain fees, including late payment fee through May 31, 2020 and gave guidance to stop disconnections for non-payment currently by encouraging payment plans. He added that providing financial assistance provides ongoing service; but can compound outstanding bills where customers could possibly get further behind. Morgan noted that staff and Council are looking for ways to provide more assistance during stay home orders noting: many businesses closed or scaled back in operations; some residents are working from home or have loss of income due to furloughs or layoffs; and general worries about the economy. He continued that Georgetown Electric and Georgetown Water are community owned utilities and the City may provide relief to the community through utility bill assistance. Morgan then reviewed opportunities for Utility Billing financial assistance noting that the Electric Conservation Special Revenue Fund (SRF) has a balance of \$977,000. He added that this fund was set up for electric conservation programs, but the focus has been on other areas of utility for past several years. Morgan stated that staff is proposing utilizing approximately \$500,000 towards utility billing assistance and expanding the utility conservation fee to allow other uses. He noted that the Utility Conservation SRF has balance for programming that has not been used. Morgan then reviewed the Water Fund noting that it has received payment for the Blanchard that was unbudgeted of \$987,000 and staff proposes utilizing approximately \$500,000 towards utility billing assistance with a total of \$1 million for residential and businesses. He added that the City can utilize partnerships, such as WBCO, to determine eligibility for residential and administer business assistance with the help of the Economic Development team. Morgan stated that staff is planning the following next steps for utility financial assistance with Council guidance: Electric rate ordinance on the May 12, 2020 agenda that provides for an expansion of the use of the conservation fee to allow for utility bill assistance with a second reading on May 26, 2020; staff developing criteria for allocation of funds that can be brought back for Council's review on May 12, 2020; budget

amendment scheduled for May 12, 2020 that would include adjustments for utility bill assistance funding with a second reading on May 26, 2020; and bill relief beginning May 27, 2020 that can be applied to any existing utility bill balance that meets the eligibility criteria, that is, balances before the adoption such as April and May billings.

Mayor Ross asked if anyone disagreed with staff's recommendations. Calixtro responded in favor. Nicholson responded in favor. Triggs responded that he would like to see some restriction put on water fund. He added that if water is made cheaper the usage might go up and he doesn't have specific suggestion, but some kind of restriction based on usage. Morgan responded that staff will look at it and people will have to qualify to get assistance. Fought responded in favor and noted the need to resolve the issue regarding payback on solar energy. Morgan responded that staff recommends pulling that item tonight and bringing back for a Workshop. Fought stated that the current calculation is off. Morgan responded that staff will repost for May 12th, but likely not do net metering and broaden use of conservation dollars, while waiting on net metering. Pitts responded that he is in favor and agrees with Triggs comments. Jonrowe responded that she likes idea and is curious to see how it will look. Gonzalez responded that he agrees.

Mayor Ross reviewed the other recommendations by staff and all council members were in favor.

Mayor Ross stated that Council speaks a whole and noted that there were some comments made. Morgan responded that he understands the consensus of Council to make sure that the Red Poppy café complies with orders and that there was not consensus on mask provisions. Mayor Ross asked Morgan what he understood for mask provisions. Morgan responded that the City would follow State orders. Mayor Ross asked if anyone was against that approach. Pitts asked for confirmation if the regional approach was that masks are a recommendation and not a mandate. Morgan responded yes. Pitts stated that he is in favor of that approach. Jonrowe stated that she is not in favor of that approach. Morgan noted Jonrowe's desire for the library opening will be more restrictive than Governor's orders and allow customers to have minimal use of the building. Nicholson asked if staff will monitor the 25% rule. Morgan responded yes, staff will count and only allow the correct number. Nicholson responded that she is fine with staff allowing the 25% of customers in. Gonzalez stated that the City should hold library to same standards as businesses and not impose an additional restrictions. Pitts asked if there are specific safety guidelines for libraries. Morgan responded that staff will go above and beyond for cleaning and noted that the Governor's orders note closing play areas and communal areas. He also noted provided personal protective equipment to patrons. Pitts responded that he fine with moving forward. Mayor Ross asked if instead of a workshop, Council could have Morgan give update. Morgan noted that 25% capacity at the library is 37 people. Pitts stated he is fine with an update. Mayor Ross asked Morgan if he had communicated with the Library Director about health and safety issues. Morgan responded yes and that there is a team of people working on the issue. Mayor Ross stated that it sounds like staff will go above beyond and has been working on the opening plan for a while. He added that staff will take safety into account. Morgan

responded that in addition to his regular emails he will include a detailed plan about the opening of the Library.

Calixtro asked if the 37 people allowed at the Library included employees. Morgan responded that 25% of occupancy is 150 which includes employees, which is a correction to his previous comment.

Jonrowe asked if the plan for reopening is to go above and beyond. Morgan yes, relating to the CDC guidelines. Jonrowe stated that the City is not doing what everyone else is doing but doing more already. Mayor Ross responded that is correct with respect to CDC guidelines. Jonrowe asked if the CDC's guidelines are above and beyond the Governor's orders. Mayor Ross responded yes. Jonrowe wanted to clarify what authority the City is following. Mayor Ross responded that the City must follow the Governor's orders but can go above and beyond the CDC guidelines.

- B. Presentation and Discussion regarding the creation of a policy for development related fee exemptions for recipients of the City's Strategic Partnerships for Community Services Grants and its implementation -- David Morgan, City Manager

Morgan presented the item and reviewed previous City Council Workshops and Meetings noting that at the April 14, 2020 City Council Meeting, Council directed staff to develop a Workshop regarding the creation of a Policy to exempt development related fees for recipients of the city's social service grants and develop a process to achieve goals of the new policy. He then reviewed the financial impact and staff did a review of Development Fee records for 501(c)3 non-profits who have or have had in the past received a Strategic Partnerships for Community Services Grant and development fees either were previously exempted or agency(s) would be eligible for an exemption(s) under new policy. Morgan noted the totals for the last three fiscal years (FY) as follows: FY 2018 = \$1,142; FY 2019 = \$3,120; and FY 2020 (year to date) = \$10,936. He then reviewed the following table:

Name of Non-Profit Agency	FY18	FY19	FY20 (YTD)	Total
Brookwood in Georgetown (BIG)	\$0	\$1,581	\$8,486	\$10,067
Faith in Action	\$55	\$75	\$2,450	\$2,580
Ride on Center for Kids (R.O.C.K.)	\$0	\$740	\$0	\$740
Habitat for Humanity	\$763	\$0	\$0	\$763
Assistance League Thrift Store	\$30	\$0	\$0	\$30
CASA of Williamson County	\$0	\$359	\$0	\$359
The Caring Place/Annex	\$295	\$365	\$0	\$660
Total	\$1,143	\$3,120	\$10,936	\$15,199

Morgan reviewed the possible implementation for the Strategic Partnerships for Community Service Grant Recipients and asked if Council wants to cap the annual amount of exempted fees offered through the grant. He added that staff proposes including proposed language to amend current funding agreements and implement in future agreements: As a recipient of a Strategic Partnerships for Community Services Grant, "Name of Agency" shall also have the ability receive an exemption of development related fees in an amount not to exceed \$\$ should "Name of Agency" remodel their current facilities and/or build new facilities if the request is made in the fiscal year defined in this Funding Agreement. Morgan stated that Development Related Fees are defined as Land development processing fees outlined in the City of Georgetown's Unified Development Code (UDC) Development Manual which include Building Permits and Inspections Fees, Fire Code Permit Fees and does not include: Electric Connection and Engineering Fees; Water and Wastewater Connection and Engineering Fees; and Impact Fees.

Mayor Ross asked the Council Members for comments.

Gonzalez thought it was a good start and proposed a possible formula for determining the cap on fees. Morgan responded that staff is proposing set dollar amounts for the caps. Gonzalez stated that he could support that.

Jonrowe stated that she needed to think about the proposal and did not have questions at this time.

Pitts stated that having a cap makes sense. He noted that approximately \$8,000 has been the largest amount utilized by a non-profit so far. Pitts noted that if the waivers were unlimited

it could lead to national non-profit getting bigger break, but that type of organization would not likely received a City grant. Mayor Ross asked Pitts what his cap recommendation was. Pitts responded that his cap suggestion is \$10,000.

Mayor Ross asked Gonzalez what his cap suggestions is. Gonzalez stated that his cap suggestion is also \$10,000.

Fought reviewed the types of fees and stated that a \$10,000 cap is fine.

Triggs stated that he is fine with the cap as presented.

Nicholson stated that she is fine with caps presented and asked if this would be for past and current grant recipients. Morgan responded that it would only be for those with current or future grants. Nicholson noted the wording that was provided may need to be cleared and asked if there will be a time bound element to the waiver. Morgan responded that the waivers would be tied to the grant year and those fees that would have been charged up to cap. Nicholson stated that these waivers would show all in support.

Calixtro stated she no questions and is agreement with cap.

Jonrowe asked if Council will vote on this tonight. Mayor Ross responded no; Council is just providing direction to staff. Jonrowe asked if next time this comes back can Council have a list of applicants that have applied but been denied. Mayor Ross responded yes.

Mayor Ross recessed into Executive Session at 4:28 p.m. and noted that Council would take a 10-minute break before starting Executive Session.

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.

C. Sec. 551.071: Consultation with Attorney

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

- Litigation Update

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchase Power Update

Sec. 551.072: Deliberations about Real Property

- Riverhaven Drive -- Travis Baird, Real Estate Services Manager

- Purchase of Property, 1303 Wilbarger Pt. -- Travis Baird, Real Estate Services Manager

Sec. 551.087: Deliberations Regarding Economic Development Negotiations

- Project Ice Skates

Sec. 551:074: Personnel Matters

Consideration of the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal

- City Manager
- City Attorney

Adjournment

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

**Notice of a Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, April 28, 2020**

The Georgetown City Council will meet on Tuesday, April 28, 2020 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 6:01 p.m. The following Council Members were in attendance: Mayor Dale Ross; Mary Calixtro, Council Member District 1; Valerie Nicholson, Council Member District 2; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; Kevin Pitts, Council Member District 5; and Rachael Jonrowe, Council Member District 6; and Tommy Gonzalez, Council Member District. All present Council Members attended via videoconferencing and a roll call was performed.

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

Andy Comer with Antioch Georgetown led the invocation.

Pledge of Allegiance

David Morgan led both pledges.

Comments from the Mayor

Mayor Ross noted that he and City Manager, David Morgan have spent lots of time communicating with other City, County and State leaders.

City Council Regional Board Reports

Mayor Ross noted that at the last CAMPO meeting the board voted to put \$633 million back into the IH-25 project.

Announcements

Happy birthday Mayor Ross.

Action from Executive Session

Motion by Nicholson to authorize the acquisition of the approximately 0.37 acre tract of land located at 103 Wilbarger Point, Georgetown, Texas, from William Hiebeler, on the terms discussed in Executive Session; and, to authorize the Mayor to execute all necessary documents, second by Fought.

Roll Call Vote

Calixtro – Yes

Nicholson – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 7-0.

Motion by Nicholson to approve a 4% merit increase in David Morgan's annual salary as City Manager effective May 11, 2020, second by Triggs.

Roll Call Vote

Calixtro – Yes

Nicholson – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 7-0.

Motion by Nicholson to approve a \$10,000 incentive payment to David Morgan effective on or after October 1, 2020 pursuant to the terms of his employment agreement, second by Triggs.

Roll Call Vote

Calixtro – Yes

Nicholson – Yes

Triggs – Yes
Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 7-0.

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 April 14, 2020 -- Robyn Densmore, City Secretary
- C. Consideration and possible action to approve a **Consulting Services Contract** with **NewGen Strategies** and **Solutions** pursuant to **HGAC contract # HP10-17** to conduct a **study related to a water rate study and model deliverable** -- Glenn Dishong, Utility Director
- D. Consideration and possible action to approve the **Antenna and Equipment Space Lease** between **US DOT FAA** and City of Georgetown and to authorize the Mayor to execute the same -- Joseph A. Carney, C.M., and Ray Miller, Director Public Works
- E. Consideration and possible action to **reduce or waive lease payments** from the **Red Poppy Coffee Company** while the public **library** is **closed** to the public due to the **COVID-19** pandemic -- Eric Lashley, Library Director

This item was pulled and not taken up for consideration by the Council.

- F. Consideration and possible action to approve a **grant award** from the **National Endowment for the Arts** to the **Georgetown Arts and Culture Board** for **\$10,000.00** in **funding towards** the Arts and Culture Board and **Field of Honor Arts Partnership** -- Amanda Still, Arts and Culture Coordinator and Eric P. Lashley, Library Director
- G. Consideration and possible action to approve a **grant award** from the **Texas Commission on the Arts** to the **Georgetown Arts and Culture Board** for **\$4,000.00** in **funding towards** the Arts and Culture Board and **Field of Honor Arts Partnership** -- Amanda Still, Arts and Culture Coordinator and Eric P. Lashley, Library Director.

- H. Consideration and possible action to approve a Resolution **abandoning portions** of a **Temporary Access and Drainage easement servicing** the **Jennings Branch Water Storage Tank** (Sun City 2); and, authorizing the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager
- I. Consideration and possible action to approve the **purchase** of **fire and rescue equipment** from **Metro Fire Apparatus Specialist** using the **Buy Board Contract #603-20** at a total cost not to exceed **\$150,000.00** for the **fiscal year 2019-2020** -- John Sullivan, Fire Chief
- J. Consideration and possible action to approve the **purchase** for **equipment and maintenance** of **Self-Contained Breathing Apparatus (SCBAs)** from **Municipal Emergency Services (MES)** using the **Buy Board Contract #603-20** at a total cost not to exceed **\$67,000.00** for the **fiscal year 2019-2020** -- John Sullivan, Fire Chief
- K. Consideration and possible action to approve the **purchase** of **firefighting equipment and personal protective clothing** from **CASCO Industries** using the **Buy Board Contract #603-20** at a total cost not to exceed **\$92,740.00** for the **fiscal year 2019-2020** -- John Sullivan, Fire Chief
- L. Consideration and possible action to approve the **purchase** of **personal protective clothing** from **CASCO Industries** at a total cost not to exceed **\$243,533.50** for the **fiscal year 2019-2020** -- John Sullivan, Fire Chief
- M. Consideration and possible action authorizing the **submittal** of a **grant application** to the Federal Emergency Management Agency (FEMA) and **Texas Department of Emergency Management** for **public assistance** related to the **COVID-19 pandemic** emergency preparedness and response -- Leigh Wallace, Finance Director
- N. Consideration and possible action authorizing the **submittal** of a **grant application** to the **Texas Governor's Public Safety Office** for **public assistance** related to the **COVID-19 pandemic** emergency preparedness and response -- Leigh Wallace, Finance Director
- O. Consideration and possible action authorizing the **acceptance** of the Coronavirus Aid, Relief, and Economic Security (CARES) **Act funding** of **\$76,174.22** through **U.S. Department of Health and Human Services** for eligible purposes in the **Fire** and **EMS** departments related to the **COVID-19 pandemic** -- Leigh Wallace, Finance Director
- P. Consideration and possible action to award a **contract** to **Patin Construction, LLC** of Taylor, Texas for the construction of the **San Gabriel Park Lift Station Improvements** in the amount of **\$2,079,250.00** -- Wesley Wright, P.E., Systems Engineering Director

Mayor Ross noted that Item E was pulled and not taken up for consideration by Council. Motion by Gonzalez to approve the Consent Agenda except for Item E, second by Pitts.

Roll Call Vote
Calixtro – Yes
Nicholson – Yes
Triggs – Yes
Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 7-0.

Legislative Regular Agenda

- Q. Consideration and possible action to approve a Resolution **extending** the **Disaster Declaration signed March 19, 2020** and **consenting** to its **continuation until terminated** -- Jackson Daly, Community Services Director

Daly presented the item and read the caption. He added that staff recommends that the declaration be extended until ended by State or Council action.

Triggs asked if the declaration need a drop-dead date. Daly responded no, other cities have them with an open-ended date and staff is trying to prevent the declaration from lapsing. Triggs stated that he approves.

Motion by Fought, second by Triggs.

Jonrowe asked about the State level extension. Daly responded that the State hasn't rescinded their disaster declaration. Jonrowe asked if the State declaration was open ended. Daly responded that was not sure but will provide information to Council. Jonrowe asked about the procedure for termination. Daly responded that staff would place an item on a regular meeting if possible and based on state action or other action that makes sense to cancel. He added that if it is time sensitive staff would schedule a special meeting to cancel. Jonrowe asked if the cancellation was a staff decision. Daly responded that staff would make recommendation and look for Council guidance. Jonrowe asked for verification that individual Council Member can't post an item. David Morgan, City Manager, responded yes, that's correct. Jonrowe asked what would happen, in regard to decision making, if the declaration wasn't extended. Daly responded that the declaration allows staff to do things through the state, like request resources, and allows for staff to be more nimble in making decisions. He added that the closing of facilities and documenting and requesting of funding for related expenses are all tied to declaration. Jonrowe asked if the State declaration would apply. Daly responded that the local order allows the City to be in step with the State by recognizing impact and allow for the availability of resources.

Pitts stated that he believes that the Williamson County declaration is in perpetuity. He added that if the County cancels theirs, he is fine with City canceling. Pitts stated that the City following suit and no expenses are authorized by Mayor. Mayor Ross agreed that Council will have to approve any expenses. Pitts stated that he approves. Mayor Ross noted that the primary purpose of the declaration is to allow the City to apply for funds without having to wait until next Council meeting to get approved and there is no sense in terminating at this time. Pitts stated that the Mayor and staff have done well handling pandemic.

Roll Call Vote
Calixtro – Yes
Nicholson – Yes
Triggs – Yes
Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 7-0.

- R. **Public Hearing and First Reading** of an Ordinance for a **Zoning Map Amendment** to amend the **New Westinghouse Investors Tract** Planned Unit Development District (**PUD**), to **revise** the **conceptual land plan** for approximately **26.62 acres** out of the Barney Low Survey Abstract No. 385, generally located **south** of **Westinghouse** and **west** of **May Street** and **north** of the **southern city limit boundary** -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and reviewed the Location Map, Aerial Map, Connectivity Graphics Schedule, and noted that the amendment is to allow for the rearrangement of office and multi-family residential portions on 26.62 acres (portion north of Mays St). She added that 15.42-acres of the property are to be for multi-family development (MF-2) and the remaining 11.20-acres to be developed commercially (C-3). Nelson noted that the total acreage for each use would remain the same. She then reviewed the Original Concept Plan, Future Land Use/Overall Transportation Plan, Future Land Use Map with 2030 Update, Zoning Map, Public Notifications, and a correction to cover sheet that the request does meet the requirement for approval.

Nelson read the caption.

Mayor Ross opened the Public Hearing at 6:25 p.m.

Matt Dickie, applicant with Bourn Companies, provided a brief presentation to Council about the company's history, past projects, partnership with Georgetown, physical challenges to development and how the boundary line adjustment enables the following: sale of 15.42 MF2

acres to a third-party buyer; approximately \$2.5 to \$3 million from the sale will be used to complete grading and utilities with a contract requirement of the sale; grading and utility infrastructure improvements will make all parcels within the PUD developable; and the opportunity for large scale office development along both sides of Mays Street. He added that the boundary line adjustment maintains: the same acreage for each zoning type and MF2 stays at 15.42 acres; pedestrian connections within PUD parcels and with adjacent ownership to the west; clustering of uses; and all other components in the PUD remain the same. Dickie stated that Bourn has had extended conversations with the City related to office development, is actively marketing the office sites with Aquila; and with a successful PUD amendment Bourn is committed to move forward with development site plan for first office building and this program will create shovel ready office sites on both sides of Mays Street.

Mayor Ross closed the public hearing at 6:29 p.m.

Fought asked Nelson to summarize the five letters of objection that were received. Nelson responded that the objections were related to more multi-family in the area. She then clarified that there was no additional to the number of multi-family, but relocation of multi-family on the site.

Motion by Fought, second by Nicholson.

No additional discussion.

Roll Call Vote
Calixtro – Yes
Nicholson – Yes
Triggs – Yes
Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 7-0.

- S. **Public Hearing and First Reading** for a **UDC Text Amendment** to **amend Sections 3.08.100, 3.09.030 and 3.17.030, and Chapter 16 of the Unified Development Code (UDC)**, to require a **letter of service ability** for any **electric utility provider prior to final approval** of subdivision related **development applications** and to establish a definition for a letter of service ability -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and noted that an Electric Utility Services Availability Letter shall be submitted for the following applications prior to approval: stormwater; site development;

and public improvement construction plans. She added that the Electric Utility Services Availability Letter is a letter issued by the appropriate electric distribution utility certifying the following: availability of electric utility service and electric distribution infrastructure to a property; and conformance to the requirements for design and construction of electric utilities of this Code. Nelson stated that the criteria for approval per UDC Section 3.05.050 are: promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City; is consistent with the Comprehensive Plan; is necessary to address conditions that have changed in the City; would positively or negatively impact the environment or community; and is in conformance with other applicable Sections of the City Code.

Nelson read the caption.

Mayor Ross opened and closed the Public Hearing at 6:33 p.m. as there were no speakers.

Motion by Fought, second by Pitts.

No additional discussion.

Roll Call Vote
Calixtro – Yes
Nicholson – Yes
Triggs – Yes
Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 7-0.

- T. **First Reading** of an Ordinance authorizing City of Georgetown, **Texas Utility System Revenue Bond, Series 2020**; Pledging Certain Revenues in Support of the Bond; Awarding the Sale of the Bond; And Authorizing Other Matters Related to the Issuance of the Bond -- Leigh Wallace, Finance Director

Wallace presented Items T, U, and V together. She began with Item T, then presented Item V, and then Item U.

Wallace reviewed Council feedback from the April 14th meeting including an updated project list and provided a 2020 Sale update noting: there are three action items on tonight's agenda for tax-supported and utility rate-supported debt; term length, call option (refinance date) and interest rate were part of the bid process; and the Financial Advisor firm calculates the

True Interest Cost and debt service payments to evaluate bids. She also introduced the City's Financial Advisor, Jennifer Ritter Douglas, with Specialized Public Finance and the City's Bond Attorney, Richard Donoghue, with McCall Parkhurst & Horton. Wallace noted that staff's recommendation for Item T related to Utility Revenue Bonds for the best all-around bid on all terms considered was to use Chase Bank for a 15-year term with 7-year call option to refinance, and 2.09% true interest cost.

General discussion among Gonzalez, Pitts, Triggs, Wallace, Ritter Douglas and Donoghue related to all possible options for the City, interest rates, bond payback options, term options, refinancing options, and rates.

Wallace read the caption as follows: First and final reading of an Ordinance authorizing City of Georgetown, Texas Utility System Revenue Bond series 2020; pledging certain revenues in support of the bond; awarding the sale of the bond to Chase Bank for the no call option of 1.95%; and authorizing other matters in relation to the issuance of the bond.

General discussion among Jonrowe, Morgan, Wallace, and Ross related to the economy and how it could affect the City's ability to do projects and pay bonds, the list of projects, project types, and how the projects are paid.

Triggs asked for an explanation of debt reserves. Wallace responded that debt reserves are not charter, but instead in the fiscal and budgetary policy, and generally says that all reserves should be replenished as soon as practical.

Pitts clarified that the City had picked Option 1 and noted the benefits of that option.

Motion by Fought, second by Gonzalez.

No additional discussion.

Roll Call Vote
Calixtro – Yes
Nicholson – Yes
Triggs – Yes
Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 7-0.

- U. **First Reading** of an Ordinance authorizing the Issuance of City of Georgetown, Texas **Combination Tax and Revenue Certificate Of Obligation, Series 2020**; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificate; Awarding the Sale of the Certificate; And Authorizing Other Matters Related to the Issuance of the Certificate -- Leigh Wallace, Finance Director

Wallace presented Items T, U, and V together. She began with Item T, then presented Item V, and then Item U.

Wallace presented the item noting that it was for Certificate of Obligation Bonds and noted the lower average annual payment and predictable payment schedule outweighs overall lower interest cost. She stated that staff is recommending going with Capital One Bank for a 15-year term total with a 15-year, 12-year, 7-year, and 5-year payback depending on the project/equipment; and the 8-year call option to refinance with 2.24% true interest cost. Wallace then reviewed the term sheets providing Council with more detail on all the bids. Ritter Douglas also provided additional details related to some options and terms.

Pitts stated that he supports staff's recommendation on this one.

Triggs stated that he is not fan of amortizing over the life of the equipment. He asked if it was possible to break some things out. Wallace responded that some items do have a shorter payback time. Ritter Douglas responded that is correct and further explained that the bonds are matching assets to useful life based on IRS tax law.

General discussion amongst Gonzalez, Pitts, Mayor Ross, Triggs, Wallace, Donoghue, and Ritter Douglas regarding bond payback options, term options, refinancing options, rates, and overall best possible options.

Wallace read the caption as follows: First and final reading of an Ordinance authorizing the issuance of City of Georgetown, Texas Combination Tax and Revenue Certificate of Obligation series 2020; levying and ad valorem tax and pledging certain surplus revenues in support of the certificate; awarding the sale of the certificate to Capital One Bank for the 15-year term at a 2.24% interest rate and authorizing other matters related to the issuance of the certificate.

Motion by Fought, second by Pitts.

No additional discussion.

Roll Call Vote
Calixtro – Yes
Nicholson – Yes

Triggs – Yes
Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 7-0.

- V. **First Reading** of an Ordinance authorizing the Issuance of City of Georgetown, Texas **General Obligation Bond, Series 2020**; Levying an Ad Valorem Tax in Support of the Bond; Awarding the Sale of the Bond; and Authorizing Other Matters Related to the Issuance of the Bond -- Leigh Wallace, Finance Director

Wallace presented Items T, U, and V together. She began with Item T, then presented Item V, and then Item U.

Wallace presented the item and noted that the recommendation from staff and bond counsel for General Obligation Bonds was to select the lower average annual payment and predictable payment schedule outweighs overall lower interest cost. She added that the suggested selection was with TIB Bank for a 15-year term including an option for any year call option to refinance and 2.29% true interest cost. She then reviewed the term sheets providing Council with more detail on all the bids.

Pitts asked about the payment schedule. Wallace responded that the payment increases after the call date. Pitts asked if the additional would be going to principle. Ritter Douglas responded the structure created was based on term years.

Gonzalez asked if the approach was to have low payments or lowest overall cost to the citizens. Wallace responded by noting the five-year tax supported Capital Improvement Projects (CIP) plan that is reviewed every summer. She continued that staff plans for ongoing debt service based on projects. Wallace noted that the City can make the payments listed based on the CIP plan. She added that staff also considers assessed value and its ability to keep the tax rate steady. Ritter Douglas then further explained the different options and terms.

Pitts stated that he likes the TIB option and the flexibility it provides.

Gonzalez stated that he understands the options but wants Council to consider the total impact of the debt and how it effects the City's ability to complete projects.

Mayor Ross asked if the City wants to save money go with the lowest rate, but if the City wants to do more projects over a 12-year period go with the higher rate. Wallace responded

yes, that's fair. Ritter Douglas stated that she didn't completely agree with the wording, but she sees the Mayor's point. Mayor Ross clarified, instead of high rate, going with higher cost. Ritter Douglas responded yes.

Wallace read the caption as follows: First and final reading of an Ordinance authorizing the issuance of City of Georgetown, Texas General Obligation Bonds series 2020; levying an ad valorem tax in support of the bond; awarding the sale of the bond to TIB Bank for the 15 year term of 2.29% rate and authorizing other manners related to the issuance of the bond.

Motion by Fought, second by Pitts.

No additional discussion.

Roll Call Vote
Calixtro – Yes
Nicholson – Yes
Triggs – Yes
Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 7-0.

- W. **First Reading** of an Ordinance **amending Chapter 13.04** related to **electric rates; amending section 13.04.018** related to **net metering service; adding section 13.04.050** related to **new electric vehicle fast charger service; and amending section 13.04.084** related to **energy efficiency and conservation fee** -- Daniel Bethapudi, General Manager of the Electric Utility; and Leticia Zavala, Director of Customer Care

This item was pulled and not taken up for consideration.

- X. Consideration and possible action to approve an **inter-local contract** between the **City of Leander** and the **City of Georgetown** for water **treatment services** for the period from **June 2020 through June 2027** with **estimated costs** for the **current fiscal year** of **\$875,718.00** -- Glenn W. Dishong, Director Water Utilities; and Chelsea Solomon, Control Center Manager

Solomon presented the Item X&Y together. Council voted on Item X after Item Y.

Solomon reviewed the 2019 Use Pattern and System Capacity Projections. She reviewed the Summary of Terms for Leander contract and noted the following: the Term of Contract is 7

years, with the option to extend additional 3 years; the source of Raw Water for the City and BRA Contract is within Colorado river Basin (Alliance Water) and has a delivery location near Ronald Reagan and SH 29 with a firm daily supply of 3 million gallons per day. Solomon noted that the fees consist of a Monthly Base Fee of \$2,929.50 initial with \$3,448.80 upon the termination of the Lively Agreement and the Volumetric Rate of \$2.40 per kgal initial with \$2.99 upon the termination of the Lively Agreement. She noted that the terms for curtailment are a Drought Contingency Plan (DCP) activation by Brazos River Authority (BRA), Leander, or Georgetown. Solomon reviewed the Terms for Termination for the City and noted that the City can terminate for any reason with a one-year notice, can terminate within 60 days of a rate increase and the City of Leander can terminate by giving one year notice, if Georgetown does not take a minimum annual volume. She provided a summary of Terms with BRA noting that the Term of the Contract is 10 years with the option to renew at the end of 10 years and the source of Raw Water is the Colorado river Basin (Alliance Water) with a delivery location at Brushy Creek Regional Water Utility Association (BCRUA) intake structure. Solomon stated that the Firm Supply is 1,200 acre feet per year which coincides with term duration and available treatment capacity of Leander Agreement and the cost is \$181.25 per acre-ft for all water that is used with terms for curtailment being a DCP activation by BRA. She reviewed a graph of Resource Usage Projections and reviewed the Costs for System Capacity for Leander providing 3 million gallons per day, noting the following costs: capital needs = \$250,000; fixed costs = \$260,981; variable = \$2.40; annual cost = \$1,141,981; and unit cost = \$3.12 per 1000 gallons. Solomon reviewed the cost for system capacity for the South Lake Treatment Plant providing 22 million gallons per day constructed with 3 million gallons per day utilized, noting the following costs: capital needs = \$117,737,000; fixed costs = \$3,921,500; variable = \$1.22; annual cost = \$4,360,662; and unit cost = \$12.11 per 1000 gallons based on water usage for four months out of the year. She then provided a review and noted the following key points: the Leander contract helps meet current max day demands ahead of North Lake Water treatment expansion and South Lake Water Treatment expansion; the Cost of 3 million gallons per day contracted is less expensive than building the South Lake Plant if the south lake plant is only utilizing 3 million gallons per day for four months of the year; and the contracts provide additional source diversification and system resiliency.

Calixtro asked if the contract helps meet current max demands and if at any point the City doesn't need the demand the City can terminate with a year's notice. Solomon yes, or not take the water.

Solomon read the caption.

Motion by Fought, second by Pitts.

No discussion.

Roll Call Vote
Calixtro – Yes

Nicholson – Yes
Triggs – Yes
Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 7-0.

- Y. Consideration and possible action to approve a **System Water Availability Agreement** between the Brazos River Authority (**BRA**) and the City of Georgetown for **raw water resources** within the **Colorado River Basin** in the amount of **1200 acre feet per year** for the period from **July 1, 2020 through August 31, 2030** with estimated costs for the **current fiscal year** of **\$217,500.00** -- Glenn W. Dishong, Director Water Utilities; and Chelsea Solomon, Control Center Manager

Solomon presented the Item X&Y together. Council voted on Item X after Item Y. Please see Item Y for presentation details.

Solomon read the caption.

Motion by Fought, second by Pitts.

No discussion.

Roll Call Vote
Calixtro – Yes
Nicholson – Yes
Triggs – Yes
Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 7-0.

- Z. **Second Reading** of an Ordinance **amending certain chapters** of **Title 15 “Buildings and Construction”** of the Code of Ordinances and providing for the **adoption** of the **2015 International Codes** and **corresponding local amendments** -- Glen Holcomb, Chief Building Official

Holcomb read the caption.

Motion by Fought, second by Triggs.

No discussion.

Roll Call Vote

Calixtro – Yes

Nicholson – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 7-0.

- AA **Second Reading** of an Ordinance **amending Section 15.16 “Electric Code”** of the Code of Ordinances providing for the **adoption** of the of the **2017 National Electric Code** and **corresponding local amendments** -- Glen Holcomb, Chief Building Official

Holcomb read the caption.

Motion by Fought, second by Triggs.

No discussion.

Roll Call Vote

Calixtro – Yes

Nicholson – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 7-0.

- AB **Second Reading** of an Ordinance **amending Chapter 8.04 “Fire Prevention Code”** of the Code of Ordinances providing for the **adoption** of the **2015 International Fire Code** and **corresponding local amendments** -- John Sullivan, Fire Chief

Glen Holcomb, Chief Building Official, presented the item on behalf of Sullivan and read the caption.

Motion by Fought, second by Gonzalez.

No discussion.

Roll Call Vote
Calixtro – Yes
Nicholson – Yes
Triggs – Yes
Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 7-0.

AC **Public Hearing and Second Reading** of an Ordinance of the City Council of the City of Georgetown, Texas approving the “**Second Amendment to the Development Agreement Concerning the Oaks at San Gabriel Subdivision,**” a Subdivision In Williamson County, Texas Consisting of approximately **397.768 acres** generally situated **North of SH 29 and East of the Cimarron Hills Subdivision;** repealing conflicting ordinances and resolutions; including a severability clause; and establishing an Effective Date -- Wayne Reed, Assistant City Manager

Reed presented the item and addressed concerns raised at first reading. He noted that the agreement had been revised to include the previously discussed traffic signal.

Reed read the caption.

Ross opened and closed the Public Hearing at 7:54 p.m. as there were no speakers.

Motion by Gonzalez, second by Nicholson.

No discussion.

Roll Call Vote
Calixtro – Yes
Nicholson – Yes
Triggs – Yes

Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 7-0.

- AD Consideration and possible action to approve a Resolution approving the “**Second Amendment to the Consent Agreement**” between the City, **West Williamson County Municipal Utility District #1**, and **Oaks at San Gabriel, L.L.C**, concerning the Oaks at San Gabriel Subdivision -- Wayne Reed, Assistant City Manager

Reed presented the item and noted that it corresponds to the previous item. He reviewed the changes in the agreement.

Reed read the caption.

Motion by Fought, second by Calixtro.

No discussion.

Roll Call Vote
Calixtro – Yes
Nicholson – Yes
Triggs – Yes
Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 7-0.

- AE Consideration and possible action to approve the “**Second Amendment to Water Service Agreement** (Oaks at San Gabriel)” between the City and **Oaks at San Gabriel, L.L.C**, concerning the **provision of water service** to the Oaks at San Gabriel Subdivision -- Wayne Reed, Assistant City Manager

Reed presented the item and noted that it focused on water services and explained the changes.

Reed read the caption.

Motion by Fought, second by Triggs.

No discussion.

Roll Call Vote
Calixtro – Yes
Nicholson – Yes
Triggs – Yes
Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 7-0.

- AF Consideration and possible action to approve the **“Amended and Restated Offsite Utility Construction and Cost Reimbursement Agreement Concerning the Oaks at San Gabriel Subdivision”** between the City, **West Williamson County Municipal Utility District No. 1**, and Oaks at San Gabriel, L.L.C, concerning the **provision of wastewater service** to the Oaks at San Gabriel Subdivision -- Wayne Reed, Assistant City Manager

Reed presented the item and noted that it focused on wastewater services. He added that this agreement will replace the existing agreement and reviewed the changes.

Reed read the caption.

Motion by Fought, second by Triggs.

No discussion.

Roll Call Vote
Calixtro – Yes
Nicholson – Yes
Triggs – Yes
Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 7-0.

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.

AG At the time of posting no one had signed up to speak.

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.

AH Sec. 551.071: Consultation with Attorney

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

- Litigation Update

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchase Power Update

Sec. 551.072: Deliberations about Real Property

- Riverhaven Drive -- Travis Baird, Real Estate Services Manager
- Purchase of Property, 1303 Wilbarger Pt. -- Travis Baird, Real Estate Services Manager

Sec. 551.087: Deliberations Regarding Economic Development Negotiations

- Project Ice Skates

Sec. 551.074: Personnel Matters

Consideration of the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal

- City Manager
- City Attorney

Adjournment

Motion by Fought, second by Gonzalez.

Adjourned at 8:03 p.m.

Roll Call Vote

Calixtro – Yes

Nicholson – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 7-0

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

Consideration and possible action to **appoint members** to the City of Georgetown **Electric Utility Board** and **appoint** a member to serve as the **chair** -- Mayor Dale Ross

ITEM SUMMARY:

The new Electric and Water Utility Advisory Boards were formed by Ordinance on February 25, 2020 and are replacing the combined Georgetown Utility Systems Advisory Board. At the time of formation, bylaws were adopted which identified the proposed composition of the boards.

Applications were received by interested citizens from February 25 through April 3, 2020. The applications and resumes were reviewed and the Mayor is recommending four nominees for each of the boards based on their experience and field of expertise. A Chair was also chosen for each Advisory Board.

The list of Nominees for the Electric Utility Advisory Board, including the Chair is attached.

FINANCIAL IMPACT:

Not applicable.

SUBMITTED BY:

Mayor Dale Ross

ATTACHMENTS:

Electric Utility Board Nominees

Georgetown Electric Utility Advisory Board

Proposed Board Member Composition

- 5 Members of the Board
 - Each member a customer of the Electric Utility
- 3 Board Members with specific Electric Utility experience:
 - One member in the field of Marketing, Finance, Law or Engineering
 - One member in the field of Electric Power Distribution
 - One member in the field of Electric Generation; Power Marketing/Trading; or Energy Risk Management
- One City Council Member
- One Georgetown Electric Utility Customer



Georgetown Electric Utility Board Nominees

William Sattler - Chair

- Board Role: Chairman
- Area of Expertise: Expertise in the field of Power Marketing /Trading or Electric Power Generation or Energy Risk Management
- Experience Overview: 35 years of owning an independent power company that built, owned power plants and sold/traded electricity in the power market. 2007-2013 on Georgetown City Council and GUS for six years

Robert Case

- Board Role: Vice-Chairman
- Area of Expertise: Expertise in the field of Finance & Accounting.
- Expertise in the field of Power Marketing /Trading or Electric Power Generation or Energy Risk Management

- Experience Overview: Over 36 years of comprehensive business experience, the latter being 30 years in the energy and electric utility industries. Co-Founder and Chief Compliance Officer ("CCO") of Obsidian Quantitative ("Obsidian"), a small private equity hedge fund. Responsible for all regulatory compliance processes concerning the Commodity Futures Trading Commission ("CFTC") and the National Futures Association ("NFA").

Sam Jones

- Board Role: Board Member
- Area of Expertise: Expertise in the Field of Electric Power Distribution
- Expertise in the field of Power Marketing /Trading or Electric Power Generation or Energy Risk Management
- Experience Overview: Sam R. Jones retired from the position of President and Chief Executive Officer of the Electric Reliability Council Of Texas (ERCOT). Prior to joining ERCOT, Mr. Jones was employed by the City of Austin Electric Utility Department, now Austin Energy, for over 35 years. During his career with the City of Austin he held engineering, construction and management positions in the areas of power distribution, transmission, substations, generating plants and system operations. He built Austin's first Energy Control Center. He retired from the City of Austin on November 30, 1996, as the Director of Generation and Energy Control.

Rick Woodruff

- Board Role: Member
- Area of Expertise: Customer at large
- Experience Overview: Retired Engineering manager with thirty five years of experience in the semiconductor industry spanning technology/process development, product engineering as well as cache memory design in advanced Central Processing Units.

City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

Consideration and possible action to **appoint members** to the City of Georgetown **Water Utility Board** and **appoint** a member to serve as the **chair** -- Mayor Dale Ross

ITEM SUMMARY:

The new Electric and Water Utility Advisory Boards were formed by Ordinance on February 25, 2020 and are replacing the combined Georgetown Utility Systems Advisory Board. At the time of formation, bylaws were adopted which identified the proposed composition of the boards.

Applications were received by interested citizens from February 25 through April 3, 2020. The applications and resumes were reviewed and the Mayor is recommending four nominees for each of the boards based on their experience and field of expertise. A Chair was also chosen for each Advisory Board.

The list of Nominees for the Water Utility Advisory Board, including the Chair is attached.

FINANCIAL IMPACT:

Not applicable.

SUBMITTED BY:

Mayor Dale Ross

ATTACHMENTS:

Water Utility Board Nominees

Georgetown Water Utility Advisory Board

Proposed Board Member Composition

- 5 Members of the Board
 - Each member a customer of the Water Utility
- 3 Board Members with specific Water Utility experience
 - One member in the field of Water Utility Construction or Operations
 - One member in the field of Finance and Accounting
 - One member in the field of Water Utility Resource Planning
- 1 City Council Member
- 1 Member resides outside the City Limits
- Board Members will continue to serve as the core membership of the Impact Fee Committee (less Council Member).



Georgetown Water Utility Board Nominees

Thomas Glab, PE - Chair

Currently retired and living in the Georgetown ETJ. Former District Bonds team leader for TCEQ. Has additional experience at the senior management level as former general manager of a water district and chief engineer of a large government facility. Has also been city engineer and director of public works for a municipality. Registered Professional Engineer.

Stuart Garner, PE

Currently Managing partner of a water instrumentation company and living in the city limits of Georgetown. Has held senior management positions in other utility related companies. Registered Professional Engineer.

Michael Morrison, PE

Vice President of Freese & Nichols, a regional engineering company, and living in the city limits of Georgetown. Substantial senior management experience and engineering design experience in water and wastewater utilities. Has a substantial list of published work. Registered Professional Engineer.

Scott Macmurdo

Business Development Director for Duke Energy living in the city limits of Georgetown. Scott has utility-related experience and has also served on the Georgetown Parks and Recreation Advisory Board.

City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

Consideration and possible action to **appoint City Council Members** to the City of Georgetown **Electric Utility Board** and **Water Utility Board** -- Mayor Dale Ross

ITEM SUMMARY:

As part of the formation of the new Electric and Water Utility Advisory Boards, and in accordance with their adopted bylaws, a council member is appointed to serve with four other members for each board. With their acknowledgement, Mayor is recommending the following placements:

Mike Triggs, Council District 3 will serve on the Electric Utility Advisory Board
Steve Fought, Council District 4 will serve on the Water Utility Advisory Board

FINANCIAL IMPACT:

Not applicable.

SUBMITTED BY:

Mayor Dale Ross

City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

Consideration and possible action to approve a Resolution **terminating certain multiple use agreements** between the City of Georgetown and **TxDOT** and authorizing the Mayor to execute the terminations -- Ray Miller, Director of Public Works

ITEM SUMMARY:

Throughout the State of Texas, TxDOT and Municipalities execute agreements between each agency to specify maintenance responsibility for different types of infrastructure within a public right of way. At current this is applies to 3 different Multiple Use Agreements for public sidewalks along IH-35 frontage roads, SH-29 and FM1460. Beside the Multiple Use Agreements, the City of Georgetown and TxDOT have also executed a Municipal Maintenance Agreement which covers some of the same and even more items than what is outlined in the Multiple Use Agreement. Recent guidance from TxDOT Legal Department determined Multiple Use Agreements are no longer required for sidewalks as they are covered under existing Municipal Maintenance Agreements which regulate public sidewalks on State ROW. For those reasons, TxDOT has initiated a request for the City of Georgetown to terminate the 3 existing Multiple Use Agreements and to maintain the current Municipal Maintenance Agreement.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Ray Miller, Jr., Director of Public Works

ATTACHMENTS:

TxDOT Multiple Use Agreement - Termination

Resolution for termination of TxDOT Multiple Use Agreements

AGENDA ITEM COVER SHEET

SUBJECT: Consideration and possible action to approve a Resolution terminating **certain** multiple use **agreements** between the City of Georgetown and TxDOT and **authorizing** the **Mayor** to execute the terminations -- Ray Miller, Director of Public Works

Name of Sponsor: Ray Miller, Jr. – Director of Public Works

ITEM SUMMARY:

Throughout the State of Texas, TxDOT and Municipalities execute agreements between each agency to specify maintenance responsibility for different types of infrastructure within a public right of way. At current this is applies to 3 different Multiple Use Agreements for public sidewalks along IH-35 frontage roads, SH-29 and FM1460. Beside the Multiple Use Agreements, the City of Georgetown and TxDOT have also executed a Municipal Maintenance Agreement which covers some of the same and even more items than what is outlined in the Multiple Use Agreement. Recent guidance from TxDOT Legal Department determined Multiple Use Agreements are no longer required for sidewalks as they are covered under existing Municipal Maintenance Agreements which regulate public sidewalks on State ROW. For those reasons, TxDOT has initiated a request for the City of Georgetown to terminate the 3 existing Multiple Use Agreements and to maintain the current Municipal Maintenance Agreement.

STAFF RECOMMENDATION:

Approval of the proposed resolution to terminate the 3 Multiple Use Agreements between the City of Georgetown and the TxDOT.

FINANCIAL IMPACT: N/A

COMMENTS: N/A

ATTACHMENTS:

- Cover Memo
- Proposed Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, APPROVING THE TERMINATION OF MULTIPLE USE AGREEMENTS RELATING TO THE MAINTENANCE AND OPERATION OF PUBLIC SIDEWALKS WITH THE TEXAS DEPARTMENT OF TRANSPORTATION; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation (TxDOT) has advised the City that Multiple Use Agreements (MUA) are no longer required as they are covered under existing Municipal Maintenance Agreements relating to the regulation of public sidewalks on state right-of-way; and

WHEREAS, the City of Georgetown has three MUAs with TxDOT; and

WHEREAS, TxDOT requires that the City execute Form 2528 Termination of Multiple Use Agreements for each MUA and adopt a resolution for their termination.

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 terminates the following MUAs and authorizes the Mayor to execute terminations for each:

1. Multiple Use Agreement dated January, 2017 related to the public sidewalk on IH 35 Frontage;
2. Multiple Use Agreement dated August 11, 2015 related to the public sidewalk on SH 29; and
3. Multiple Use Agreement dated January 11, 2011 related to the public sidewalk on FM 1460.

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

SECTION FOUR. This Resolution shall become effective and be in full force and effect upon its approval.

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

ATTEST:

CITY OF GEORGETOWN, TEXAS

Robyn Densmore, City Secretary

By: _____
Dale Ross, Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

Consideration and possible action to approve a **request** from **A Gift of Time Adult Day Care** to **utilize remaining FY2017-18 Strategic Partnerships for Community Services (SPCS) Grant funds** in the amount of **\$14,854.03** for **operating expenses** -- David Morgan, City Manager and Shirley J. Rinn, Executive Assistant to the City Manager

ITEM SUMMARY:

A Gift of Time Adult Day Care ("the Agency") was awarded a Strategic Partnerships for Community Services (SPCS) grant in FY 2017-18 in the amount of \$17,000 to establish a licensed adult day care facility focusing on a dementia care program that specializes in care for persons with mild to moderate dementia. The funding provided by the City was to be utilized to complete the purchase of the Amazing Place Dementia Day (ADP) Program and to provide training for the staff hired to operate the facility once they were able to locate a building for the program.

A Gift of Time has regularly provided the City interim reports outlining its progress toward meeting its goals and locating a building and/or a site to build a facility for its program. On July 9, 2020 the City Council approved the usage of up to \$4,000 if the FY17-18 SPCS Grant funds toward the costs of contracting a Grant Writer. Since that time, St. David's Foundation awarded a Gift of Time a grant to assist with the construction of Georgetown's first Adult Day Health Center to serve seniors and their caregivers. However, with the current COVID-19 crisis, A Gift of Time has put the construction of their building on hold at this time and have restructured its business plan to start serving caregivers and their loved ones through online programming. Once the shelter in place orders have been lifted, the plan is to start dementia classes for the caregivers and the general public. A Gift of Time also plans to locate a physical office in the community for caregivers to access its services.

A Gift of Time is requesting that the City Council consider approving the use of the remainder of its FY2017-18 SPCS Grant in the amount of \$14,854.03 for operating expenses to cover the cost for Amazing Place consulting, a marketing specialist, a graphic designer, and the grant writer who were all hired prior to the current COVID-19 crisis.

FINANCIAL IMPACT:

FY 2017-18 Grant funds have been disbursed to A Gift of Time and are being held in a special account by the Agency.

SUBMITTED BY:

Shirley Rinn on behalf of David Morgan, City Manager

ATTACHMENTS:

1. April 15, 2020 Request for use of funds to pay for operating expenses



A Gift of Time's mission is to provide compassionate, holistic day care for people with memory loss and to support their loved ones as they confront the challenges of caregiver.

Board of Directors

Vic Figurelli, President
Dr. Char Hu, Vice President
Carol Glasco, Secretary
Vern Gonion, Treasurer
Mary Calixtro
Lisa Sullivan
Rose Saenz
Rick Vasquez

Date: April 15, 2020

Mayor Dale Ross and Members of City Council
City Hall
808 Martin Luther King Jr. Street
Georgetown, TX 78626

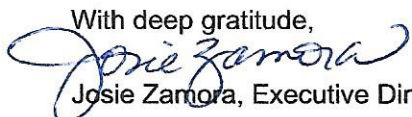
Dear Mayor Ross and Members of City Council,

I hope this letter finds all of you well and safe. I want to inform you of A Gift of Time's current situation. With the Coronavirus crisis our plans to build A Gift of Time's first home have been put on hold for now. We do not know when the conversation about the building will start up again. The need for an adult day center has not changed nor have our plans to open a licensed facility. As a result, we have restructured our business plan to start serving caregivers and their loved ones in a different way.

We are going to begin by offering on-line programs for caregivers. Once sheltering in place has lifted, our plan is to start dementia classes for the caregivers and the general public. We also plan to have an office in the community for caregivers to access our services.

We have already started to transition to the restructured business plan of services even as we shelter in place. We are requesting the release of grant funds of \$14,854.03 to be used for operating expenses. These funds would also help us cover the cost for Amazing Place consulting, a marketing specialist, a graphic designer and a grant writer that were hired prior to the Coronavirus crisis.

We hope that you and the city council will consider our request for funds so that we can continue to our work.

With deep gratitude,

Josie Zamora, Executive Director
A Gift of Time

P.O. Box 427 Georgetown, TX 78627
Office :512.688.6497
www.agiftoftimegeorgetown.org

City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

Consideration and possible action to approve **construction contract no. 20-0017-CIP** with **Choice Builders, LLC** of Temple, TX for completion of **landscape** and **amenity improvements** related to the Georgetown Village Public Improvement District (**GVPID**) in the amount of **\$563,830.50** -- Eric Nuner, Assistant Parks and Recreation Director

ITEM SUMMARY:

A master plan for public improvements for the GVPID was completed in April 2018. The plan prioritized potential opportunities for improvements within the GVPID. This plan included landscape improvements along Shell Road, improvements to (11) parklets, and improvements at Rowen and Madrone Parks. These locations were then recommended and approved to be included in the FY2019 budget. The GVPID Board recommended approval of a task order with Covey Landscape Architects (CLA) on March 11, 2019. City Council unanimously approved this task order on March 26, 2019 to complete design and construction documents for the improvements.

A design sub-committee consisting of three GVPID board members, city staff, and CLA representatives was developed in April 2019. The sub-committee has provided updates and gathered input from the GVPID board during the design process to develop final construction documents for bidding. An Open House was conducted at McCoy Elementary on June 13, 2019 where staff provided information on the project.

Information gathered from the board and sub-committee was ultimately used to finalize the bid documents. A bid opening was held on April 9, 2020 with four bidders responding. Choice Builders was the low qualified bidder. They have successfully completed previous projects of similar scope with the City. CLA has reviewed their current workload, references and construction history. Staff and CLA recommends the approval of the construction contract with Choice Builders for completion of landscape and amenity improvements in the amount of \$563,830.50.

This item did not go through the GVPID Advisory Board due to the COVID-19 health crisis. However, an update was provided to the board members informing them of the bid outcome on May 4, 2020 and that a recommendation for approval is scheduled to be presented directly to City Council on May 12, 2020 as a response to the cancellation of non-essential boards and commissions.

FINANCIAL IMPACT:

Project funding is through the GVPID budget that is approved annually by City Council. Residents within GVPID pay an annual assessment \$0.14 per \$100 valuation for annual costs of maintenance of public improvements. The current year budget includes \$674,912 for the landscape and amenity improvements.

SUBMITTED BY:

Eric Nuner, Assistant Parks and Recreation Director

ATTACHMENTS:

2020-04-15 Georgetown Village PID Letter of Recommendation

2020-04-15 Georgetown Village PID Bid Tab-Official

Village PID Schematic Design



April 15, 2020

Mr. Eric Nuner
Assistant Parks & Recreation Director
City of Georgetown
1101 North College Street
Georgetown, Texas 78626

Re: City of Georgetown
Georgetown Village PID Improvements
Georgetown, Texas

Dear Mr. Nuner:

On April 9, 2020 at 2:00 p.m., the City of Georgetown received bids from four (4) contractors for the Georgetown Village PID Improvements project. A detailed bid tabulation of these bids is attached for your use.

The bid for the proposed Georgetown Village PID project consisted of (4) base bid areas. The bid areas are as follows (See also **Exhibit A**):

Part A - (\$192,372.90) - Eleven (11) less than an acre parks located West of Shell Road.

- Install park monumentation
- Install decomposed granite seating areas
- Relocate benches, mutt-mitt stations, and trash receptacles
- Installing seating boulders
- Re-mount irrigation controllers
- Install low retaining walls
- Install hardwood mulch under existing tree canopies

Part B - (\$217,597.60) - One (1) main entry and six (6) secondary entries as well as an area of open space between Madrid Drive and Belaire Drive on the east side of Shell Road.

- Install lighting at each existing sign
- Install new planting in front of each existing sign
- Install electrical service to the Belaire entry sign
- Install single service water connection to Belaire entry sign
- Install planting and irrigation along Shell Road



Part C - (\$99,002.90) - Rowan Park, east of Shell Road.

- Relocate benches, mutt-mitt stations, and trash receptacles
- Install park monumentation
- Install single service water connection
- Install drinking fountain
- Install irrigated grass play lawn
- Install shade trees
- Install new sidewalk

Part D - (\$54,857.10) - Madrone Park, east of Shell Road.

- Install park monumentation
- Install single service water connection
- Install drinking fountain
- Install irrigated grass play lawn
- Install shade trees
- Install playground concrete edging
- Install playground drain-pipe

The low qualified bidder for the Georgetown Village PID is Choice Builders, LLC of Temple, Texas with a total base bid of \$563,830.50. They have successfully completed previous projects with the City of Georgetown. We have reviewed their current workload, references and construction history. We recommend a contract be awarded to Choice Builders, LLC for the Base Bid: Part A, B, C and D in the total amount of \$563,830.50.

Sincerely,

A handwritten signature in blue ink that reads "Ronnie Stafford". The signature is stylized with a large, looped 'R' and a trailing flourish.

Ronnie Stafford, PLA

Attachment: Exhibit A

xc: Mr. Dave Melaas, City of Georgetown
Mr. Charlie O'Daniel, Choice Builders, LLC



BID TABULATION
CITY OF GEORGETOWN TEXAS
Georgetown Village PID Improvements - Bid # 202010
April 9, 2020; 2:00 PM

BIDDER INFORMATION											
				Choice Builders, LLC 3809 S General Bruce Drive Ste 103 Temple TX 76502		WLE, LLC 1012 Bradshaw Road Austin TX 78747		Westar Construction Inc 4500 Williams Dr Ste 212-PMB 411 Georgetown TX 78633		G. Creek Construction PO Box 163764 Austin TX 78716	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
BASE BID PART A - PARKS											
1	100%	LS	Insurance, Bonds &Mobilization, not to exceed 5% of Bid (Part A)	\$ 9,500.00	\$ 9,500.00	\$ 24,138.53	\$ 24,138.53	\$ 10,100.00	\$ 10,100.00	\$ 12,500.00	\$ 12,500.00
2	12	EA	Install Park Monument Sign	4,300.00	51,600.00	3,078.91	36,946.92	5,500.00	66,000.00	2,500.00	30,000.00
3	100%	LS	Demolition per LD Sheet Series with itesm highlighted in red and/or red text as well as any concrete footings from items to be relocated	9,100.00	9,100.00	4,597.44	4,597.44	18,000.00	18,000.00	20,000.00	20,000.00
4	12	EA	Relocate & Install Existing Mutt Mitt	200.00	2,400.00	80.20	962.40	350.00	4,200.00	200.00	2,400.00
5	17	EA	Relocate & Install Existing Bench	160.00	2,720.00	112.03	1,904.51	500.00	8,500.00	350.00	5,950.00
6	14	EA	Relocate & Install Existing Trash Receptacle	100.00	1,400.00	80.20	1,122.80	350.00	4,900.00	200.00	2,800.00
7	6	EA	Relocate & Install Existing Picnic Table &Benches	1,100.00	6,600.00	160.39	962.34	500.00	3,000.00	350.00	2,100.00
8	2	EA	Relocate & Install Existing Checker/ Chess Table	800.00	1,600.00	113.26	226.52	600.00	1,200.00	300.00	600.00
9	1,322	LF	Steel Edging	5.00	6,610.00	5.89	7,786.58	4.00	5,288.00	8.00	10,576.00
10	80	CY	Decomposed Granite	138.00	11,040.00	73.84	* 5,907.20	65.00	5,200.00	80.00	6,400.00
11	77	CY	Decomposed Granite Excavation	34.00	2,618.00	13.97	1,075.69	20.00	1,540.00	80.00	6,160.00
12	571	LF	Stone Border Edging	10.00	5,710.00	11.38	6,497.98	21.00	11,991.00	25.00	14,275.00
13	18	CY	River Rock	127.00	2,286.00	162.11	* 2,917.98	150.00	2,700.00	150.00	2,700.00
14	77	CY	Hardwood Mulch Cover	67.00	5,159.00	45.00	3,465.00	75.00	5,775.00	70.00	5,390.00
15	176	LF	Limestone Block Retaining Wall	143.00	25,168.00	100.81	* 17,742.56	95.00	16,720.00	100.00	17,600.00
16	29	EA	Rectangular Limestone Block	245.00	7,105.00	425.04	12,326.16	375.00	10,875.00	350.00	10,150.00
17	11	EA	Natural Shaped Limestone Boulders (Large)	300.00	3,300.00	1,513.17	16,644.87	350.00	3,850.00	300.00	3,300.00
18	4	EA	Natural Shaped Limestone Boulders (Medium)	270.00	''	405.50	1,622.00	325.00	1,300.00	250.00	1,000.00
19	1,363	LF	Silt Fence	2.30	3,134.90	3.05	4,157.15	2.50	3,407.50	5.00	6,815.00
20	54	EA	Tree Protection	73.00	3,942.00	179.57	9,696.78	5.00	270.00	250.00	13,500.00
21a	2	EA	2 (65 Gallon) Red Oaks, to include bed preparation &mulch, per detail 1/LS-25	680.00	1,360.00	724.67	1,449.34	1,000.00	2,000.00	1,950.00	3,900.00
21b	9	EA	Repair &re-route irrigation to accommodate proposed work as necessary	2,500.00	22,500.00	2,010.94	18,098.46	2,500.00	22,500.00	3,000.00	27,000.00
22	9	EA	9 Irrigation Controllor channel mounts	330.00	2,970.00	165.58	1,490.22	500.00	4,500.00	400.00	3,600.00
23	100	CY	Unclassified Excavation	39.00	3,900.00	12.44	1,244.00	21.00	2,100.00	100.00	10,000.00
24	50	CY	Placement of Compacted Fill (Onsite)	13.00	650.00	13.57	678.50	21.00	1,050.00	100.00	5,000.00
TOTAL PART A - PARKS (Items 1 - 24)					\$ 192,372.90	**	\$ 183,661.93		\$ 216,966.50		\$ 223,716.00

* Quantity multiplied by Unit Price exted incorrectly.

** Total amount has been corrected.

BID TABULATION
CITY OF GEORGETOWN TEXAS
Georgetown Village PID Improvements - Bid # 202010
April 9, 2020; 2:00 PM

				BIDDER INFORMATION							
				Choice Builders, LLC 3809 S General Bruce Drive Ste 103 Temple TX 76502		WLE, LLC 1012 Bradshaw Road Austin TX 78747		Westar Construction Inc 4500 Williams Dr Ste 212-PMB 411 Georgetown TX 78633		G. Creek Construction PO Box 163764 Austin TX 78716	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
BASE BID PART B - SHELL ROAD AND ENTRIES											
1	6100	SF	Existing Planting material to be removed	\$ 0.40	\$ 2,440.00	\$ 0.39	* 2,379.00	\$ 0.50	\$ 3,050.00	\$ 2.00	\$ 12,200.00
2	100%	LS	Demolition per LD Sheet Series with itesm highlighted in red and/or red text as well as any concrete footings from items to be relocated	500.00	500.00	14,822.83	14,822.83	8,500.00	8,500.00	25,000.00	25,000.00
3	1640	LF	Steel Edging	5.00	8,200.00	5.89	9,659.60	4.00	6,560.00	9.00	14,760.00
4	31	CY	Decomposed Granite	138.00	4,278.00	76.79	* 2,380.49	65.00	2,015.00	100.00	3,100.00
5	31	CY	Decomposed Granite Excavation	34.00	1,054.00	18.47	572.57	21.00	651.00	100.00	3,100.00
6	32	LF	Stone Border Edging	15.00	480.00	11.38	364.16	20.00	640.00	35.00	1,120.00
7	4	CY	River Rock	127.00	508.00	162.11	* 648.44	150.00	600.00	150.00	600.00
8	18	EA	Natural Shaped Limestone Boulders (Large)	300.00	5,400.00	1,546.23	27,832.14	350.00	6,300.00	350.00	6,300.00
9	7	EA	Natural Shaped Limestone Boulders (Medium)	270.00	1,890.00	405.50	2,838.50	325.00	2,275.00	250.00	1,750.00
10	18	EA	Sign Uplight & necessary wiring from power source to fixtures, to include any necessary electrical work at the five existing electrical panels	1,800.00	32,400.00	1,262.13	22,718.34	1,900.00	34,200.00	2,500.00	45,000.00
11	571	LF	2" Electric Conduit for Sign Lights	6.00	3,426.00	7.72	4,408.12	20.00	11,420.00	15.00	8,565.00
12	1	EA	equipment to provide electrical service, to include 100 amp outdoor rated meter socket with load center, compatible watt meter, main breaker, feeder	5,500.00	5,500.00	6,120.00	6,120.00	10.00	10.00	15,000.00	15,000.00
13	122	LF	4" Bore	74.00	9,028.00	157.25	19,184.50	110.00	13,420.00	125.00	15,250.00
14	100	LF	Silt Fence	2.30	230.00	3.05	305.00	2.50	250.00	4.50	450.00
15	50	EA	Tree Protection	73.00	3,650.00	179.57	8,978.50	5.00	250.00	250.00	12,500.00
16	1	EA	Single Service Water Connection, Including RPZ	5,100.00	5,100.00	13,485.54	13,485.54	5,500.00	5,500.00	7,500.00	7,500.00
17	7	EA	Repair & re-route irrigation to accommodate proposed work as necessary at each entry sign	1,800.00	12,600.00	3,140.22	21,981.54	2,500.00	17,500.00	3,500.00	24,500.00
18	1	EA	design build irrigation system for Shell Road	23,300.00	23,300.00	12,046.11	12,046.11	12,500.00	12,500.00	40,000.00	40,000.00
19	10	EA	10 (45 Gallon) Possumhaw Holly to include bed preparation, per Detail 2/LS-25	600.00	6,000.00	496.83	4,968.30	1,200.00	12,000.00	700.00	7,000.00
20	16	EA	16 (45 Gallon) Texas Mountain Laurel to include bed preparation, per Detail 2/LS-25	640.00	10,240.00	611.58	9,785.28	1,200.00	19,200.00	800.00	12,800.00
21	24	EA	24 (3 Gallon) Flame Acanthus to include bed preparation, per Detail 3/LS-25	67.00	1,608.00	46.03	1,104.72	42.00	1,008.00	30.00	720.00
22	25	EA	25 (3 Gallon) Texas Sage to include bed preparation, per Detail 3/LS-25	68.00	1,700.00	46.79	1,169.75	36.00	900.00	30.00	750.00
23	25	EA	25 (3 Gallon) Upright Rosemary to include bed preparation, per Detail 3/LS-25	68.00	1,700.00	46.79	1,169.75	36.00	900.00	30.00	750.00
24	13	EA	13 (3 Gallon) Mexican Bush Sage to include bed preparation, per Detail 3/LS-25	64.00	832.00	44.88	583.44	36.00	468.00	30.00	390.00
25	13	EA	13 (3 Gallon) Bush Germander to include bed preparation, per Detail 3/LS-25	71.00	923.00	52.84	686.92	42.00	546.00	30.00	390.00
26	5	EA	5 (3 Gallon) Havard Agave to include bed preparation, per Detail 3/LS-25	85.00	425.00	68.21	341.05	90.00	450.00	350.00	1,750.00

* Quantity multiplied by Unit Price exted incorrectly.

** Total amount has been corrected.

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Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
27	13	EA	13 (3 Gallon) Century Plant to include bed preparation, per Detail 3/LS-25	79.00	1,027.00	60.56	787.28	90.00	1,170.00	30.00	390.00
28	25	EA	25 (3 Gallon) 'Brakelights' Red Yucca to include bed preparation, per Detail 3/LS-25	86.00	2,150.00	65.92	1,648.00	66.00	1,650.00	30.00	750.00
29	31	EA	29 (3 Gallon) Maiden Grass ' Gracillimus' to include bed preparation, per Detail 3/LS-25	65.00	2,015.00	43.66	1,353.46	40.00	1,240.00	30.00	930.00
30	249	EA	249 (3 Gallon) Gulf Coast Muhly to include bed preparation, per Detail 3/LS-25	64.00	15,936.00	42.97	10,699.53	30.00	7,470.00	25.00	6,225.00
31	17	EA	17 (3 Gallon) Softleaf Yucca to include bed preparation, per Detail 3/LS-25	70.00	1,190.00	49.09	834.53	44.00	748.00	50.00	850.00
32	24	EA	24 (3 Gallon) Bicolor Iris to include bed preparation, per Detail 3/LS-25	67.00	1,608.00	21.79	522.96	40.00	960.00	22.00	528.00
33	259	EA	259 (1 Gallon) Silver Ponyfoot to include bed preparation, per Detail 3/LS-25	56.00	14,504.00	33.67	8,720.53	17.00	4,403.00	15.00	3,885.00
34	240	EA	240 (1 Gallon) Little Kitten Eulalia Grass to include bed preparation, per Detail 3/LS-25	56.00	13,440.00	33.67	8,080.80	16.00	3,840.00	15.00	3,600.00
35	81	EA	81 (1 Gallon) Pink Skullcap to include bed preparation, per Detail 3/LS-25	56.00	4,536.00	33.67	2,727.27	15.00	1,215.00	10.00	810.00
36	11,766	SF	Bermuda Hydromulch including watering to establish & maintain growth, including 4" of specified topsoil in all hydromulch areas, Compelte for	0.60	7,059.60	0.76	* 8,942.16	0.85	10,001.10	2.00	23,532.00
37	160	CY	Shredded Hardwood Mulch in all planting beds along Shell Road & at Entry Signs	67.00	10,720.00	45.00	7,200.00	75.00	12,000.00	80.00	12,800.00
TOTAL PART B - SHELL ROAD AND ENTRIES (Items 1 - 37)					\$ 217,597.60	**	\$ 242,051.11		\$ 205,810.10		\$ 315,545.00

BASE BID PART C - ROWAN PARK											
1	100%	LS	Demolition per LD Sheet Series with itesm highlighted in red and/or red text as well as any concrete footings from items to be relocated	\$ 5,700.00	\$ 5,700.00	\$ 4,132.05	\$ 4,132.05	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00
2	201	LF	5'-0" Wide Concrete Sidwalk	33.00	6,633.00	27.10	* 5,447.10	8.00	1,608.00	10.00	2,010.00
3	101	LF	Steel Edging	5.00	505.00	5.89	594.89	4.00	404.00	8.00	808.00
4	1	EA	Relocate & Install Existing Mutt Mitt	200.00	200.00	80.20	80.20	325.00	325.00	200.00	200.00
5	2	EA	Relocate & Install Existing Bench	160.00	320.00	157.93	315.86	500.00	1,000.00	300.00	600.00
6	1	EA	Relocate & Install Existing Trash Receptacle	100.00	100.00	80.20	80.20	350.00	350.00	250.00	250.00
7	2	EA	Relocate & Install Existing Picnic Table & Benches	1,100.00	2,200.00	221.59	443.18	500.00	1,000.00	350.00	700.00
8	11	EA	Rectangular Limestone Block	250.00	2,750.00	391.98	4,311.78	375.00	4,125.00	300.00	3,300.00
9	36	CY	Decomposed Granite	130.00	4,680.00	76.94	* 2,769.84	65.00	2,340.00	80.00	2,880.00
10	36	CY	Decomposed Granite Excavation	34.00	1,224.00	16.94	609.84	21.00	756.00	80.00	2,880.00
11	1	EA	City Park Sign excluding iZone sigs per detail 11/LS-24	8,800.00	8,800.00	10,069.57	10,069.57	17,500.00	17,500.00	12,000.00	12,000.00
12	157	LF	Stone Border Edging	12.00	1,884.00	11.38	1,786.66	20.00	3,140.00	30.00	4,710.00
13	1	CY	River Rock	127.00	127.00	157.67	157.67	150.00	150.00	150.00	150.00
14	9	CY	Hardwood Mulch Cover	67.00	603.00	34.57	311.13	75.00	675.00	80.00	720.00
15	1	EA	Dual Drinking Fountain (fountain purchased by the City of Georgetown Parks & Recreation Department) & drainage system per detail 7/LS-25 for	700.00	700.00	357.56	357.56	5,500.00	5,500.00	1,800.00	1,800.00

* Quantity multiplied by Unit Price exted incorrectly.
** Total amount has been corrected.

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BID TABULATION
CITY OF GEORGETOWN TEXAS
Georgetown Village PID Improvements - Bid # 202010
April 9, 2020; 2:00 PM

				BIDDER INFORMATION							
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<i>Item No.</i>	<i>Estimated Quantity</i>	<i>Unit</i>	<i>Bid Data Description</i>	<i>Unit Price</i>	<i>Extended Amount</i>	<i>Unit Price</i>	<i>Extended Amount</i>	<i>Unit Price</i>	<i>Extended Amount</i>	<i>Unit Price</i>	<i>Extended Amount</i>
16	142	LF	2" Waterline for drinking fountain, to include isolation valve & in-ground vault per detail 7/LS-25	37.00	5,254.00	101.74	14,447.08	60.00	8,520.00	25.00	3,550.00
17	1	EA	Single Service Water Connection, Including RPZ	5,000.00	5,000.00	13,260.00	13,260.00	5,500.00	5,500.00	3,500.00	3,500.00
18	169	LF	Silt Fence	2.30	388.70	3.05	515.45	2.50	422.50	5.00	845.00
19	5	EA	Tree Protection	73.00	365.00	253.01	1,265.05	200.00	1,000.00	250.00	1,250.00
20	100%	LS	Furnish & Intall design build irrigation system for Rowan Park,	14,800.00	14,800.00	8,737.15	8,737.15	12,000.00	12,000.00	20,000.00	20,000.00
21	5	EA	5 (65 Gallon) Red Oak to include bed preparation & mulch, per Detail 1/LS-25	690.00	3,450.00	671.12	3,355.60	1,200.00	6,000.00	1,500.00	7,500.00
22	36,782	SF	Bermuda Hydromulch including watering to establish & maintain growth, including 4" of specified topsoil in all hydromulch areas, Compelte for	0.60	22,069.20	0.76	* 27,954.32	0.85	31,264.70	2.50	91,955.00
23	500	CY	Furnish existing soil removed for placement of proposed landscape berms	14.00	7,000.00	16.94	8,470.00	23.00	11,500.00	10.00	5,000.00
24	100	CY	Unclassified Excavation	39.00	3,900.00	12.44	1,244.00	21.00	2,100.00	25.00	2,500.00
25	25	CY	Placement of Compacted Fill (Onsite)	14.00	350.00	23.99	599.75	35.00	875.00	80.00	2,000.00
TOTAL PART C - ROWAN PARK (Items 1 - 25)					\$ 99,002.90	**		\$ 111,315.93	\$ 121,055.20		\$ 181,108.00

<i>Item No.</i>	<i>Estimated Quantity</i>	<i>Unit</i>	<i>Bid Data Description</i>	<i>Unit Price</i>	<i>Extended Amount</i>	<i>Unit Price</i>	<i>Extended Amount</i>	<i>Unit Price</i>	<i>Extended Amount</i>	<i>Unit Price</i>	<i>Extended Amount</i>
BASE BID PART D - MADRONE PARK											
1	100%	LS	Demolition per LD Sheet Series with itesm highlighted in red and/or red text as well as any concrete footings from items to be relocated	\$ 300.00	\$ 300.00	\$ 3,230.88	\$ 3,230.88	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00
2	1	EA	City Park Sign excluding iZone sigs per detail 11/LS-24	8,800.00	8,800.00	10,069.57	10,069.57	17,500.00	17,500.00	12,000.00	12,000.00
3	1	EA	Relocate & Install Existing Mutt Mitt	200.00	200.00	80.20	80.20	350.00	350.00	200.00	200.00
4	3	EA	Relocate & Install Existing Bench	200.00	600.00	157.93	473.79	500.00	1,500.00	250.00	750.00
5	1	EA	Relocate & Install Existing Trash Receptacle	100.00	100.00	80.20	80.20	350.00	350.00	250.00	250.00
6	3	EA	Rectangular Limestone Block	250.00	750.00	425.04	1,275.12	375.00	1,125.00	350.00	1,050.00
7	5	CY	Decomposed Granite	138.00	690.00	67.05	335.25	65.00	325.00	80.00	400.00
8	5	CY	Decomposed Granite Excavation	34.00	170.00	12.44	62.20	21.00	105.00	80.00	400.00
9	1	EA	Playscape Area Accessible Ramp	300.00	300.00	776.32	776.32	1,200.00	1,200.00	2,500.00	2,500.00
10	127	LF	Concrete Edging	30.00	3,810.00	17.72	* 2,250.44	25.00	3,175.00	30.00	3,810.00
11	1	EA	Dual Drinking Fountain (foutain purchased by the City of Georgetown Parks & Recreation Department) & drainage system per detail 7/LS-25 for	700.00	700.00	2,494.18	2,494.18	5,500.00	5,500.00	1,890.00	1,890.00
12	180	LF	Solid drainage pipe for playground, to include tie in to area inlet	10.00	1,800.00	20.65	3,717.00	42.00	7,560.00	15.00	2,700.00
13	178	LF	2" Waterline for drinking fountain	37.00	6,586.00	62.47	11,119.66	35.00	6,230.00	15.00	2,670.00
14	1	EA	Single Service Water Connection, Including RPZ	5,000.00	5,000.00	19,890.00	19,890.00	5,500.00	5,500.00	3,500.00	3,500.00
15	207	LF	Silt Fence	2.30	476.10	3.05	631.35	2.50	517.50	5.00	1,035.00
16	7	EA	Tree Protection	73.00	511.00	253.01	1,771.07	200.00	1,400.00	250.00	1,750.00
17	100%	LS	Furnish & Intall design build irrigation system for Madrone Park,	8,300.00	8,300.00	8,737.15	8,737.15	9,500.00	9,500.00	15,000.00	15,000.00

* Quantity multiplied by Unit Price exted incorrectly.

** Total amount has been corrected.

Page 64 of 440

BID TABULATION
CITY OF GEORGETOWN TEXAS
Georgetown Village PID Improvements - Bid # 202010
April 9, 2020; 2:00 PM


BIDDER INFORMATION											
				Choice Builders, LLC 3809 S General Bruce Drive Ste 103 Temple TX 76502		WLE, LLC 1012 Bradshaw Road Austin TX 78747		Westar Construction Inc 4500 Williams Dr Ste 212-PMB 411 Georgetown TX 78633		G. Creek Construction PO Box 163764 Austin TX 78716	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
18	5	EA	5 (65 Gallon) Red Oak to include bed preparation & mulch, per Detail 1/LS-25	690.00	3,450.00	654.59	3,272.95	1,200.00	6,000.00	1,800.00	9,000.00
19	4	EA	4 (65 Gallon) Live Oak to include bed preparation & mulch, per Detail 1/LS-25	690.00	2,760.00	654.59	2,618.36	1,200.00	4,800.00	1,800.00	7,200.00
20	7,540	SF	Bermuda Hydromulch including watering to establish & maintain growth, including 4" of specified topsoil in all hydromulch areas, Compelte for	0.60	4,524.00	0.70	* 5,278.00	0.85	6,409.00	2.50	18,850.00
21	210	CY	Placement of Raised Landscape Berms	14.00	2,940.00	16.94	3,557.40	35.00	7,350.00	12.00	2,520.00
22	50	CY	Unclassified Excavation	39.00	1,950.00	16.94	847.00	21.00	1,050.00	20.00	1,000.00
23	10	CY	Placement of Compacted Fill (Onsite)	14.00	140.00	6.23	62.30	33.00	330.00	50.00	500.00
TOTAL PART D - MADRONE PARK (Items 1 - 23)					\$ 54,857.10	**	\$ 82,630.39		\$ 92,776.50		\$ 96,475.00

BID SUMMARY

TOTAL PART A - PARKS (Items 1 - 24)	\$ 192,372.90	**	\$ 183,661.93	\$ 216,966.50	\$ 223,716.00
TOTAL PART B - SHELL ROAD AND ENTRIES (Items 1 - 37)	\$ 217,597.60	**	\$ 242,051.11	\$ 205,810.10	\$ 315,545.00
TOTAL PART C - ROWAN PARK (Items 1 - 25)	\$ 99,002.90	**	\$ 111,315.93	\$ 121,055.20	\$ 181,108.00
TOTAL PART D - MADRONE PARK (Items 1 - 23)	\$ 54,857.10	**	\$ 82,630.39	\$ 92,776.50	\$ 96,475.00
	\$ 563,830.50	**	\$ 619,659.36	\$ 636,608.30	\$ 816,844.00

Did Bidder Acknowledge Addenda 1 thru 3?	YES	YES	YES	YES
Did Bidder provide Section #00400?	YES	YES	YES	YES
Did Bidder provide Section #00410?	YES	YES	YES	YES

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


Ronnie Stafford, PLA
Covey Landscape Architects

April 15, 2020
Date





Large Parks

City Parks-

- ① Rowan
- ② Madrone (Alternate)

Parklets

- ① Adkins Park
- ② Greenside
- ③ Green Grove
- ④ Hanover
- ⑤ Fairfield
- ⑥ Westbury
- ⑦ Shell
- ⑧ Chestnut
- ⑨ Village Glen
- ⑩ Spring Court
- ⑪ Cedar Elm

Shell Road & Enhanced Entries

















City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

Consideration and possible action to approve a **Master Service Agreement no. 20-0040-MSA** for **professional engineering services** with **TOP Engineers Plus** -- Chris Bryce, Director of Information Technology

ITEM SUMMARY:

This item would typically go to General Government and Finance board. That board is currently not meeting due to the Covid-19 crisis.

TOP Engineers Plus would provide engineering services for the City's fiber optic network. The network provides mission critical data connections to key City facilities and utility infrastructure. At this time, their services would be used on an as needed basis to address any maintenance or support issues that arise. Currently, the City does not have in-house engineering support for fiber optics.

TOP Engineers Plus specializes in Engineering services for critical fiber optics infrastructure and broadband deployment. TOP Engineers Plus can provide professional engineering services related to the planning, design, maintenance, and operation of the City's fiber optics network.

Based on Staff's evaluation of the submitted Statement Of Qualifications, TOP Engineers Plus successfully established their qualifications to provide engineering services. Professional services firms operate under a Master Services Agreement (MSA) that expires every 5 years. No work is currently being contemplated with this item. Future work will be negotiated through individual project Task Orders. This is the first MSA with TOP Engineers Plus.

FINANCIAL IMPACT:

None.

SUBMITTED BY:

Mike Stasny

ATTACHMENTS:

TOP Engineers Cover Sheet
Service Agreement

Council Meeting Date: May 12, 2020 or Council Workshop Date: _____

Regular Agenda ☐ Consent ☒ Executive Session ☐ Attachments ☐

Ordinance Publication Date: _____

Must be published 72 hours before meeting; deadline to WC Sun is 11:00 Monday

Draft Ordinance to City Secretary: _____

Draft ordinance must be given to City Secretary one week before Council meeting

AGENDA ITEM COVER SHEET

SUBJECT:

Consideration and possible action to approve a **Master Service Agreement** for **professional engineering services** with **TOP Engineers Plus** – Chris Bryce, Director, Information Technology

ITEM SUMMARY/SPECIAL CONSIDERATIONS:

This item would typically go to General Government and Finance board. That board is currently not meeting due to the Covid-19 crisis.

TOP Engineers Plus would provide engineering services for the City's fiber optic network. The network provides mission critical data connections to key City facilities and utility infrastructure. At this time, their services would be used on an as needed basis to address any maintenance or support issues that arise. Currently, the City does not have in-house engineering support for fiber optics.

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FINANCIAL IMPACT:

None.

COMMENTS:

None.

ATTACHMENTS:

Master Service Agreement

**MASTER SERVICES AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
TASK ORDER EDITION
CONTRACT NO. 20-0040-MSA**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

the City of Georgetown, A Texas Home Rule Municipal Corporation (“Owner” or “City”) and

TOP Engineers Plus (“Engineer”).

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

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer’s services (“Services”) will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. The general format of a Task Order is shown in Attachment 1 to this Agreement.
- C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- D. A Task Order will be effective when executed by Owner and Engineer. Engineer shall not perform under any prospective Task Order unless and until a Task Order is executed by Owner and Engineer.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order. When Services under a Task Order are eighty percent (80 %) complete, Engineer shall provide written notice to Owner’s Designated Representative (1) certifying that Engineer will complete the scope of Services for the amount of the Task Order and in the time required by the Task Order; or (2) explaining why Engineer is unable or unwilling to make such certification. When a Task Order includes more than one phase of Services, Engineer shall provide the notice at eighty percent (80%) completion of each phase.

- C. Changes in an approved Task Order may be initiated by the Engineer or Owner by a Task Order Amendment. The Task Order Amendment shall: (i) describe a change in scope, including Services to be added, changed, or deleted; (ii) state the additional cost or cost reduction; and (iii) described schedule changes, if any. The general format of a Task Order Amendment is show in Exhibit K to this Agreement. A Task Order Amendment will be effective when executed by Owner and Engineer. Engineer shall not perform under any prospective Task Order Amendment unless and until the Task Order Amendment is executed by Owner and Engineer. Oral amendments to a Task Order will have no effect, except in cases of an emergency threatening personal injury or property damage. In such case, the Owner and Engineer will document the Task Order Amendment in writing, as soon as possible.
- D. If Engineer becomes aware that a change concerning a Specific Project may require a Task Order Amendment to increase the scope of Services, request additional cost or request additional time, Engineer shall provide written notice to the Owner's Designated Representative within ten (10) days. If Engineer determines that a Task Order Amendment is required as a result of the change, Engineer shall initiate a Task Order Amendment within ten (10) days.

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein, in this Agreement and in a Task Order.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

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

3.02 *Times for Rendering Services*

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

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 *Invoices*

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

4.02 *Payments*

- A. Owner agrees to pay Engineer in accordance with Texas Government Code Chapter 2251. Engineer shall pay all Consultants and other expenses incurred under the Task Order in accordance with Texas Government Code Chapter 2251.
- B. *Compensation Methods.* Engineering Services will be compensated in accordance with one or more of the following methods as specified in the Task Order:
 - 1. *Lump Sum Method.* The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit. Owner will pay Engineer for reasonable and customary Reimbursable Expenses in addition to Lump Sum.
 - 2. *Standard Hourly Rates Method.* The cumulative hours charged to the Specific Project is calculated by multiplying each class of Engineer's employees by the Standard Hourly Rates for each applicable billing class for all Services performed on the Specific Project and Consultant's charges, if any. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of Customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin of profit. In addition, Owner will pay Engineer for reasonable and customary Reimbursable Expenses.
- C. *Failure to Pay.* If Owner fails to make any payment that is due, Engineer may, after giving seven (7) days written notice to Owner, suspend services under the Task Order until Owner pays the amount due.
- D. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Cost.*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as an experienced and qualified professional generally familiar with the construction industry. However, Engineer does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.
- B. Engineer's opinions of Total Project Costs are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as an experienced and

qualified professional generally familiar with the construction industry. However, Engineer does not guarantee that Total Project Costs will not vary from opinions of Total Project Costs prepared by Engineer.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by the terms of the Task Order.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers. Engineer warrants that the professional engineering and related services performed or furnished by Engineer under this Agreement, and Task Order issued under this Agreement, if any, shall meet or exceed such standard of care.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information, not reasonably known or discoverable by Engineer.
- C. Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations and additional Owner-mandated standards, if any, that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of the Effective Date of each Task Order. Changes to these requirements after the Effective Date of each Task Order may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by who requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its Services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of

any amount due to the Engineer in any way contingent upon Engineer signing any such certification.

- G. Engineer shall not at any time supervise, direct, or have control over a Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Contractor, for security or safety at any Site, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the Work.
- H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.
- J. Engineer shall at all times be an independent contractor with the sole authority to control and direct the performance of the details of the Services. Engineer shall not purport to be an employee or agent of the City and shall not have any right or power to bind the City to any obligation.
- K. Engineer shall procure and maintain at its expense all licenses and permits necessary to perform Services. Engineer shall require that its employees and Consultants are properly licensed to perform their respective portion of Services.
- L. The Services to be performed under this Agreement shall be performed entirely at Engineer's risk. Engineer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services to be performed under this Agreement. Engineer shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to employees, the Services, endangered species, or the property affected by this Agreement. All damage or loss to any property caused in whole or in part by Engineer, Consultant, or anyone employed by either of them shall be remedied by Engineer.

6.02 *Ownerships of Documents*

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

6.03 Insurance

- A. At all times for the term of this Agreement and when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer's failure to purchase and maintain the required insurance shall be grounds for Owner's termination or suspension of this Agreement or a Task Order.
- B. Engineer shall cause Owner and its elected officials, officers, directors, employees, representatives and volunteers to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project. The additional insured status must cover completed operations as well, and the policy covering completed work must remain in effect until the expiration of the statute of repose. As respects the Workers Compensation policy, the Engineer will waive subrogation in favor of the Owner.
- C. Engineer must complete and forward the required Certificates of Insurance to the Owner when Engineer executes this Agreement as verification of coverage required as indicated. Engineer shall not provide any Services under a Task Order until the required insurance is obtained and until such insurance has been reviewed by the Owner. Approval of insurance by the Owner shall not relieve or decrease the liability of Engineer and shall not be construed to be a limitation of liability on the part of Engineer. Engineer must also complete and forward the required Certificates of Insurance to the Owner whenever a previously identified policy period has expired as verification of continuing coverage.
- D. Engineer's insurance coverage shall be written by companies licensed and authorized to do business in the State of Texas before the policies are issued and shall be written by companies with A.M. Best rating A VIII or better.
- E. All endorsements naming the Owner as additional insured, waivers, and notices of cancellation, as well as the Certificates of Insurances shall indicate: City of Georgetown, 300-1 Industrial Avenue, Georgetown, Texas 78626, ATTN: Contract Manager.
- F. The "other insurance" clause shall not apply to the Owner where the Owner is an additional insured shown on any policy. It is agreed that the Engineer's general liability insurance shall be considered primary with respect to any insurance or self insurance carried by the Owner. The Owner's insurance shall apply separately to each insured against whom a claim is made and/or lawsuits brought, except with respect to the limits of insured's liability.
- G. If insurance policies are not written for the specified amounts, Engineer shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- H. Owner shall be entitled, upon request and without expense, to receive "certified copies" of policies and policy endorsements and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the Parties or the underwriter on any such policies.

- I. Owner reserves the right to review the insurance requirements during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the Owner. Owner may request, in a Task Order or Task Order Amendment, that Engineer and its Consultants provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner in the Task Order or Task Order Amendment.
- J. Engineer shall not allow any insurance to be cancelled nor permit any insurance to lapse during the term of this Agreement or as required in this Agreement. The policies must contain the following language: "This policy shall not be cancelled or not renewed until after thirty (30) days prior written notice has been given to the additional insured, the City of Georgetown." In addition, Engineer shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.
- K. Engineer shall be responsible for premiums, deductibles and self insured retentions, if any, as stated in policies. All deductibles or self insured retentions shall be disclosed on the Certificates of Insurance.
- L. If Owner's property is being transported or stored off-site by Engineer, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect the Owner's property.
- M. The insurance coverages required under this Agreement are required minimums and are not intended to limit the responsibility or liability of Engineer.
- N. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall require each Consultant performing work under a Task Order to maintain during the term of the Task Order, at the Consultant's expense, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the Engineer may include its Consultants as additional insureds on its own coverage as prescribed under these requirements. The Engineer's Certificate of Insurance shall note in such event that the Consultants are included as additional insureds and that Engineer agrees to provide Workers Compensation for the Consultants and their employees. The Engineer shall obtain and monitor the Certificates of Insurance from each Consultant in order to comply with the insurance requirements. The Engineer must retain the Certificates of Insurance for the duration of the Task Order plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Consultants. The Owner shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.
- O. Owner shall require Contractors to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee, and to cause Engineer and its Consultants to be listed as

additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.

6.04 *Suspension and Termination*

A. *Suspension*

1. Owner has the right to suspend all or any portion of the Services to be performed under a Task Order upon ten (10) days written notice to Engineer. Upon receipt of a notice of suspension, Engineer shall:
 - a. immediately suspend Services on the date and to the extent specified in the notice;
 - b. protect and maintain the portion of the Services completed, including the portion of the Services suspended, unless otherwise specifically stated in the notice; and
 - c. continue to perform the Services not suspended.
2. If Owner suspends Services to be performed under a Task Order, Owner shall pay Engineer, as specified in the Task Order, for the Services completed to the date of suspension. Owner will also reimburse Engineer for the following costs, without duplication of any item, to the extent that such costs actually result from such suspension of Services:
 - a. a reasonable standby charge to compensate Engineer for keeping (to the extent required in the notice) its organization and equipment committed to the Services in standby status;
 - b. reasonable costs associated with demobilization of Engineer's facility, forces and equipment; and
 - c. reasonable cost of maintaining and protecting that portion of the Services upon which activities have been suspended.
3. Engineer shall not be entitled to receive any other compensation or reimbursement resulting from a suspension in Services under a Task Order.
4. Upon receipt of notice to restart the suspended portion of Services, Engineer shall immediately resume performance to the extent required in the notice. Within ten (10) days after receipt of notice to resume the suspended portion, the Engineer shall submit a revised schedule for approval by Owner. If, as a result of any suspension, the cost to Engineer of subsequently performing the Services or the time required to perform the Services is changed, Engineer may initiate a Task Order Amendment.

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

1. For Cause,

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

2. For Convenience,

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

6.05 *Controlling Law*

- A. This Agreement is to be governed by and construed in accordance with Texas law. Owner and Engineer each submit to the exclusive jurisdiction of the state and federal courts in Williamson County, Texas. Owner does not waive the defense of sovereign immunity.

6.06 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. There are no third party beneficiaries to this Agreement. The provisions of this Agreement do not, and shall not be construed to, create any legal or equitable right, remedy or claim enforceable by any person or entity other than Owner and Engineer. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
- D. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.07 *Dispute Resolution*

- A. If a dispute arises under this Agreement or a Task Order, Owner and Engineer agree to negotiate the dispute between them in good faith for a period of 30 days from the date of written notice of the dispute.
- B. If the Parties fail to resolve a dispute through negotiation under Paragraph 6.07.A, then Owner and Engineer agree that they shall submit any and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or a Task Order to mediation.
- C. If mediation is unsuccessful in resolving a dispute, then any and all unsettled claims, counterclaims, and other matters in question between Owner and Engineer arising out of or relating to this Agreement or Task Order (a) may be submitted to binding arbitration by written agreement of the Parties, or (b) may be filed by either Party in a court of competent jurisdiction.
- D. Upon Owner's request, Engineer shall proceed with performance of Services pending final resolution of a dispute arising under this Agreement or a Task Order.

6.08 *Environmental Condition of Site*

A. With respect to each Task Order, Specific Project, and Site:

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

6.09 *Indemnification*

- A. **General Obligation to Indemnify and Defend. TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, AND CAUSES OF ACTION, OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TASK ORDER, OR ANY SPECIFIC PROJECT, TO THE EXTENT CAUSED BY 1) THE NEGLIGENT ACT OR OMISSION OR WILLFUL ACTS OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS OR 2) MATERIAL BREACH OF THIS AGREEMENT OR TASK ORDER. ENGINEER FURTHER AGREES TO DEFEND, AT ITS OWN**

EXPENSE, ON BEHALF OF THE OWNER AND IN THE NAME OF THE OWNER, SUITS AND PROCEEDINGS INSTITUTED AGAINST OWNER TO WHICH THE INDEMNITY OBLIGATION APPLIES, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION.

B. Intellectual Property.

- 1. ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, CLAIMS, LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, CAUSES OF ACTION OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, TO THE EXTENT CAUSED BY ALLEGED INFRINGEMENT OF PATENT OR COPYRIGHT OF THE UNITED STATES OR OF ANY TRADEMARK OR TRADE SECRET PROTECTED BY EITHER FEDERAL OR STATE LAW BY ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS. ENGINEER SHALL, AT ITS OWN EXPENSE, DEFEND SUITS OR PROCEEDINGS INSTITUTED AGAINST OWNER, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION, AND SHALL ABIDE BY RESULTING DECREES AND COMPROMISES.**
- 2. IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED, ENGINEER SHALL MAKE EVERY REASONABLE EFFORT, BY GIVING A SATISFACTORY BOND OR OTHERWISE, TO SECURE THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION. IF THE SERVICES ARE HELD TO CONSTITUTE AN INFRINGEMENT, AND PERMANENTLY ENJOINED, ENGINEER SHALL MAKE EVERY REASONABLE EFFORT TO SECURE FOR OWNER A LICENSE AT ENGINEER'S EXPENSE AUTHORIZING THE CONTINUED USE OF THE ALLEGED INFRINGING PORTION OF THE SERVICES. IF ENGINEER IS UNABLE TO SECURE SUCH LICENSE WITHIN A REASONABLE TIME, ENGINEER SHALL, AT ITS OWN EXPENSE AND WITHOUT IMPAIRING PERFORMANCE REQUIREMENTS, EITHER PROVIDE NON-INFRINGING REPLACEMENT OR MODIFY THE SERVICES TO ELIMINATE THE INFRINGEMENT. IN ADDITION TO INDEMNIFYING AND SAVING OWNER HARMLESS, ENGINEER SHALL REIMBURSE OWNER FOR**

**ANY COSTS INCURRED AS A RESULT OF THE UNAVAILABILITY OF
THE INFRINGING ITEM OR ITS NONINFRINGING REPLACEMENT.**

- C. Engineer's indemnity obligations are independent covenants and shall survive completion of or termination of the Agreement or any claimed breach of the Agreement.
- D. Owner shall promptly notify Engineer, in writing, of receipt of notice of the commencement or threatened commencement of any civil, administrative or investigative action or proceeding involving a claim for which Owner seeks indemnification. No failure to so notify Engineer shall relieve Engineer of its obligations under this Agreement except to the extent that Engineer can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the Owner, but no later than ten (10) days before the date on which any response to a complaint or summons is due, Engineer shall assume control of the defense and/or resolution of the claim.
- E. *Release.* Engineer assumes full responsibility for the Services to be performed and releases, relinquishes, and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either Party or other third parties) and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with Services performed under this Agreement or a Task Order. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Engineer, any Consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish Services under this Agreement.

6.10 Miscellaneous Provisions

- A. *Notices.* Any notice required under this Agreement will be in writing and sent to the Designated Representative by personal delivery, facsimile, registered or certified mail postage prepaid, or a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Engineer.
- D. *Waiver.* A Party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Applicability to Task Orders.* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified in the Task Order. In the event of a conflict between this Agreement and a Task Order, the

conflicting provisions of the Task Order shall take precedence for that Task Order. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

- F. *Non-Exclusive Agreement.* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the Exhibits or Task Order, or in the following provisions:
1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
 2. *Additional Services* – Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.
 3. *Agreement* – This "Master Services Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.
 4. *Application for Payment* – The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 6. *Basic Services* – Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.
 7. *Bid* – The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 8. *Bidding Documents* – The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order* – A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.
10. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
11. *Construction Agreement* – The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.
12. *Construction Contract* – The entire and integrated written agreement between Owner and a Contractor concerning the Work.
13. *Construction Cost* – The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.
15. *Contract Documents* – Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between Owner and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement.

Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

16. *Contract Price* – The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
17. *Contract Times* – The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment, and (iii) meet any other specified milestone.
18. *Contractor* – An individual or entity with whom Owner enters into a Construction Agreement for a Specific Project.
19. *Correction Period* – The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
20. *Defective* – An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.
21. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
22. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.
23. *Effective Date of the Construction Agreement* – The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
24. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
25. *Effective Date of the Task Order* – The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

26. *Field Order* – A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
27. *General Conditions* – That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project. The “Standard General Conditions of the Construction Contract” as prepared by the Engineers Joint Contract Document Committee (Document No. C-700, 2007 Edition) will be used unless both Parties mutually agree in a Task Order to use other General Conditions.
28. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
29. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
30. *PCBs* – Polychlorinated biphenyls.
31. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Radioactive Materials* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
33. *Record Drawings* – The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.
34. *Reimbursable Expenses* – Reasonable and customary expenses approved by Owner in a Task Order and incurred directly by Engineer in connection with the performing or furnishing of Services for a Specific Project for which Owner shall pay Engineer.
35. *Resident Project Representative* – The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative will be as set forth in each Task Order.

36. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
37. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.
38. *Site* – Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.
39. *Specifications* – That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.
40. *Specific Project* – An undertaking of Owner as set forth in a Task Order.
41. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
42. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements the General Conditions.
43. *Task Order* – A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
44. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner.
45. *Work* – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

46. *Work Change Directive* – A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.
47. *Written Amendment* – A written amendment of the Contract Documents signed by Owner and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits

Included? (Yes or No)	Exhibit Letter	Exhibit Title
Yes		Attachment 1 – Task Order Form
No	A	Schedule of Engineer's Services
No	B	Schedule of Owner's Responsibilities
No	C	Payments to Engineer for Services and Reimbursable Expenses
No	D	Schedule of Duties, Responsibilities and Limitations of Authority of Resident Project Representative
No	E	Notice of Acceptability of Work (Form)
No	F	Construction Cost Limit
Yes	G	Insurance
No	H	Dispute Resolution
No	I	Allocation of Risks
No	J	Reserved
Yes	K	Amendment to Task Order (Form)

8.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 29 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 *Designated Representatives*

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

IN WITNESS WHEREOF, the Parties execute this Agreement.

OWNER:

By: _____

Name: _____

Title: Mayor, City of Georgetown

ENGINEER:

By: S. D. Torvik

Name: Stanford D. Torvik, P.E.

Title: President

Engineer License or Firm's
Certificate No. (if required by law) F-19773

State of: Texas

Date Signed: _____

Date Signed: March 26, 2020

ATTEST:

APPROVED AS TO FORM:

_____, City Secretary

City Attorney

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

Title: _____

Phone Number: 512-930-_____

Facsimile Number: 512-930-3559_____

E-Mail
Address: _____

Address for giving notices:

300-1 Industrial Ave._____

Georgetown, TX 78626_____

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail
Address: _____

Address for giving notices:

TASK ORDER

Task Order No. _____,
consisting of _____ pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and TOP Engineers Plus (“Engineer”) for Professional Services – Task Order Edition, dated _____ (“Agreement”), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: _____

B. Description: _____

C. City of Georgetown Project Number: _____

D. City of Georgetown General Ledger Account No.: _____

E. City of Georgetown Purchase Order No.: _____

F. Master Services Agreement, Contract Number: 20-0040-MSA

2. Services of Engineer

[Incorporate applicable text or paragraphs from Exhibit A, Schedule of Engineer's Services -- either by reference or by insertion here. Incorporate Exhibits D and/or F if applicable -- either by reference or by insertion here. Supplement or modify as needed for this specific Task Order.]

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in the Agreement subject to the following: *[Here incorporate applicable text or paragraphs for this Specific Project from Exhibit B, Schedule of Owner's Responsibilities – either by reference or by insertion here.]*

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
_____	_____
_____	_____
_____	_____

TASK ORDER

5. Payments to Engineer

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum or Not to Exceed Amount of Compensation for Services</i>
<i>Basic Services (Study and Report, Preliminary Design, Final Design, Bidding or Negotiating, Construction Phase)</i>	<i>A. Lump Sum B. Standard Hourly Rates C. [Insert any other compensation method]</i>	
<i>Resident Project Representative and Post-Construction Phase Services</i>	<i>A. Lump Sum B. Standard Hourly Rates C. [Insert any other compensation method]</i>	
<i>Additional Services</i>	<i>A. Lump Sum B. Standard Hourly Rates C. [Insert any other compensation method]</i>	

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

6. Consultants:

7. Other Modifications to Agreement:

[Supplement or modify Agreement and Exhibits, if appropriate.]

8. Attachments:

9. Documents Incorporated By Reference: The Agreement.

[Supplement with reference to other Documents, if appropriate.]

TASK ORDER

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

The Effective Date of this Task Order is _____, 20____.

OWNER:

ENGINEER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Engineer License or Firm's
Certificate No. _____

State of: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

TASK ORDER

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: _____

Title: _____

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

E-Mail
Address: _____

Phone: _____

Fax: _____

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail
Address: _____

Phone: _____

Fax: _____

EXHIBIT K, consisting of _____ pages, referred to in and part of the Master Services **Agreement between Owner and TOP Engineers Plus** (“Engineer”) for Professional Services – Task Order Edition dated _____, _____.

Amendment to Task Order No. _____

1. Specific Project Data:

A. Title: _____

B. Description: _____

C. City of Georgetown Project Number: _____

D. City of Georgetown General Ledger Account No.: _____

E. City of Georgetown Purchase Order No.: _____

F. Master Services Agreement, Contract Number: 20-0040-MSA

2. Nature of Amendment [*Check those that are applicable and delete those that are inapplicable.*]

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to Services of Engineer
- ☐ Modifications to Responsibilities of Owner
- ☐ Modifications to Payment to Engineer
- ☐ Modifications to Time(s) for rendering Services
- ☐ Modifications to other terms and conditions of the Task Order

3. Description of Modifications

[Include the following paragraphs that are appropriate and delete those not applicable to this Amendment. Refer to paragraph numbers used in the Task Order, the Agreement, or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments. Delete this paragraph after completing form.]

- A. Engineer shall perform the following Additional Services:

- B. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous Amendments, if any, is modified as follows:

- C. The responsibilities of Owner are modified as follows:

- D. For the Additional Services or the modifications to Services set forth above, Owner shall pay Engineer the following additional or modified compensation:

- E. The schedule for rendering Services is modified as follows:

- F. Other portions of the Task Order (including previous Amendments, if any) are modified as follows:

4. Attachments [if any]:

Terms and Conditions: Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Task Order Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Engineer License or Firm's
Certificate No. _____
State of: _____

APPROVED AS TO FORM:

City Attorney

City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

Consideration and possible action to approve an award of **Blanket Term Contract 20-0038-SC** with **Aramark Uniform Services**, a division of Aramark Uniform & Career Apparel, LLC to provide **rental, laundering and delivery of uniforms, linens and mats** through the **BuyBoard Contract #587-19** in an amount not to exceed **\$80,000.00** -- Leah Neal, Purchasing Manager

ITEM SUMMARY:

Aramark Uniform & Career Apparel, LLC was selected as the best value firm in reviewing multiple uniform service cooperative contracts available for use by the City. Approval of this blanket term contract with Aramark Uniform & Career Apparel, LLC through the Buy Board cooperative program will allow the City of Georgetown to take advantage of lower prices for continuous uniform services. The services shall include: providing rental, laundering and delivery of uniforms, linens and mats.

The annual cost of \$80,000 is estimated for the following City departments: Water Services, Electric Transmission & Delivery, Fleet Services, Wastewater Operations, Parks and Recreation, Technical Services, Water Treatment Plants, Purchasing Warehouse, and Facilities.

The uniform services will be provided City-wide under the Buyboard Contract #587-19, for the initial contract term of three years, with two possible one-year renewals.

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

This item did not go through the General Government and Finance Advisory Board because the board meeting was cancelled for the COVID-19 pandemic.

FINANCIAL IMPACT:

The estimated total for this blanket agreement is \$80,000. Funds for this expenditure are budgeted in the individual departments.

SUBMITTED BY:

Leah Neal, Purchasing Manager

ATTACHMENTS:

Contract

Proposal

Award Letter

CONTRACT ROUTING FORM

Contract No. 20-0038-SC Project No. _____ Bid No. _____ RFP No. _____

☒ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR: Aramark Uniform Services

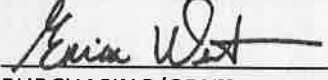
CONTRACT DESCRIPTION: Uniform Services

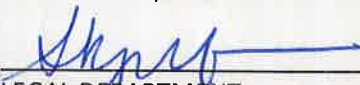
CONTRACT VALUE: \$80,000.00

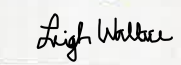
GL ACCOUNT NO: _____

GRANT FUNDED: ☒ NO ☐ YES If YES, Grant No. _____

SIGNATURES RECOMMENDING APPROVAL

 3/30/2020
PURCHASING/CONTRACT COORDINATOR DATE

 4/21/20
LEGAL DEPARTMENT DATE

 4/27/20
DIRECTOR ADMINISTERING CONTRACT DATE
(greater than \$10,000)

APPROVED and EXECUTED

DIRECTOR ADMINISTERING CONTRACT DATE
(\$10,000 or less)

CITY MANAGER/ASST CITY MANAGER DATE
(\$50,000 or less)

MAYOR/CITY SECRETARY ATTESTS (if applicable) DATE

FINAL PROCESSING

PURCHASING DATE

for Purchasing Use Only
Insurance Certificates: on file
Performance Bond:
Payment Bond:
Form 1295: 2020-599768

For City Secretary Use Only
Originals sent to CSO:
Scanned into Laserfiche/Global:
Council Date: _____ Item No.: _____

GENERAL SERVICE CONTRACT WITH THE CITY OF GEORGETOWN, TEXAS

This General Service Contract is by and between the **City of Georgetown**, a Texas Home-Rule Municipal Corporation (the "City"), and **Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC** (the "Contractor"), for the following work: rental, laundering and delivery (the "Services") of uniforms, linens, and mats (the "Merchandise") for City departments as described in the Scope of Services attached as **Exhibit "A"**.

1. **Consideration.** In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **Eighty Thousand Dollars per year (\$80,000.00)**, except for charges other than the standard rental charges for the Merchandise and Services that may be incurred by the City under this Agreement, including, without limitation, charges for lost or ruined Merchandise, the purchase of any Merchandise by the City from Contractor, or any applicable termination charges. Notwithstanding the foregoing, the parties acknowledge and agree that the aforementioned limit of \$80,000.00 shall be subject to change in the event that the City orders additional Merchandise and/or Services from Contractor, in excess the City's initial order.
2. **City's Payment and Approval.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251 and pursuant to invoices issued in accordance with Exhibit B to this Agreement. The City will pay Contractor within thirty days after receipt of a correct payment application for services. The Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with Agreement.
3. **Term.** The initial term of the Contract is for three (3) years with the option to renew for two (2) additional one (1) year terms for a total of five (5) years. Any renewal must be in writing and executed by the parties. Upon any termination (with or without cause) or expiration of this Agreement, the City agrees to pay all Merchandise loss/ruin charges for items that are lost and/or damaged and all unpaid statements.
4. **Executed Contract.** The "Notice to Proceed" will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

5. **Change Orders.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.
6. **Flame Resistant Merchandise.** Except for the Merchandise listed on Schedules I with asterisk (**), the Merchandise supplied under this Agreement is not flame resistant nor resistant to hazardous chemicals and contains no special flame resistant or hazardous chemical resistant features. The Merchandise is not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant Merchandise is available from Contractor on request.

All Merchandise listed on Schedules I with asterisks (**) is flame resistant merchandise ("FR Merchandise") which is not resistant to hazardous substances, contains no hazardous substance resistant features and is not designed for use in areas where contact with hazardous substances is possible. The City agrees to indemnify and hold Contractor harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by Contractor as a result of the use of such FR Merchandise in areas where contact with hazardous substances is possible. The City will immediately notify Contractor of any toxic or hazardous substance introduced by the City onto the FR Merchandise and agrees to be responsible for any loss, damage or injury experienced by Contractor or its employees as a result of the existence of such substances. Contractor reserves the right not to handle or process any FR Merchandise soiled with toxic or hazardous substances.

The City has requested Contractor to supply FR Merchandise and Contractor will purchase FR Merchandise and/or flame resistant fabric from suppliers who represent that they manufacture the FR Merchandise and/or flame resistant fabric, as applicable, from what has been represented to Contractor by either the FR Merchandise supplier or fabric manufacturer to be flame-resistant materials. The City is responsible for determining that all of the Merchandise (including the FR Merchandise) being provided by Contractor is appropriate for the intended use of The City and its employees. The City acknowledges that Contractor makes no representation, warranty, or covenant with respect to the flame-resistant qualities of the FR Merchandise or with respect to the fitness or suitability of the FR Merchandise for any purpose. The City acknowledges that numerous manufacturers market fabrics and garments represented to be flame-resistant. While Contractor has no reason not to believe representations made by the manufacturers of the fabric and/or garments chosen by The City to be provided under this Agreement, Contractor makes no representation as to the flame-resistant qualities of the FR Merchandise or the fabric selected by The City. Further, The City assumes all risks associated with the use of the Merchandise (including FR Merchandise) and hereby releases Contractor from any and all liability of any kind or nature whatsoever that might result from the failure of the FR Merchandise to function as flame-resistant (including the situation where one or more emblems is affixed to any item of FR Merchandise at the City's request), and further agrees to defend, indemnify, and hold Contractor harmless from any claims that might result from any such failure and from any and all claims, losses or costs (including reasonable attorneys' fees) arising out of or

associated with the use or misuse of the products. The City agrees to notify all employees of The City who will be wearing the FR Merchandise that the FR Merchandise is designed for the prevention of clothing ignition during short term and emergency flame exposure only and is not designed for long term high heat exposure or for use around open flames, and that no representation is made by Contractor as to the FR Merchandise's ability to protect users from injury or death.

In consideration of the sizeable investment Contractor is making in FR Merchandise, the City guarantees Contractor minimum weekly revenue attributable to FR Merchandise equal to 75% of the initial invoice. If employees or products are added to this Agreement, the minimum revenue amount will increase by an amount equal to 75% of the increase in the weekly invoice. To the extent that the City satisfies the buyback obligation, as provided below, the minimum revenue amount will be decreased by an amount equal to 75% of the reduction in the weekly invoice.

The City may add employees, products and services to this Agreement upon written request to Contractor. The weekly rental charge for any individual leaving the employ of The City can be terminated, subject to the 75% threshold noted above, but only after all FR Merchandise issued to that individual have been returned to Contractor, or The City pays Contractor the then current replacement charges for such unreturned FR Merchandise.

If The City (i) reduces its minimum weekly revenue attributable to FR Merchandise below the 75% threshold; or (ii) terminates this Agreement for any reason prior to the end of 3 years; or (iii) this Agreement expires prior to 3 years, The City shall pay to Contractor the liquidated damages as set forth in Section 16 of this Agreement; provided that if the event giving rise to liquidated damages is The City's reduction of weekly revenue attributable to FR Merchandise below the 75% threshold, the average weekly charges shall be determined during the 3 months ending on the date on which The City first reduced its weekly revenue below the 75% threshold. In addition, if The City alters the FR Merchandise, at the expiration or termination of this Agreement, the City shall purchase all such altered items of FR Merchandise that are in service and out-of-service at the then current replacement charge.

7. **Dispute Resolution.** If either the Contractor or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to

continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

8. **Independent Contractor.** It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to work product as detailed in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.
9. **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.
10. **Insurance.** Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, or its employees. The policies, limits and endorsements required are set forth in **Exhibit D**. Contractor's insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.
11. **INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF CONTRACTOR'S WILLFUL MISCONDUCT OR NEGLIGENCE IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS CONTRACT. IF THE DAMAGES, INJURY, LOSS OR CLAIM IS CAUSED BY THE NEGLIGENCE OF BOTH PARTIES, THE APPORTIONMENT OF SAID DAMAGES, INJURY, LOSS OR CLAIM SHALL BE SHARED BETWEEN BOTH PARTIES BASED UPON THE COMPARATIVE DEGREE OF EACH PARTY'S NEGLIGENCE AND EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN DEFENSE AND ITS OWN COSTS INCLUDING BUT NOT LIMITED TO THE COST OF DEFENSE, ATTORNEY'S FEES AND WITNESSES' FEES AND EXPENSES INCIDENT THERETO.**

- 12. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY OR ARISING OUT OF CONTRACTOR'S WILLFUL MISCONDUCT OR NEGLIGENCE IN CONNECTION WITH THE WORK TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS EXCEPT TO THE EXTENT SUCH INJURY, DEATH, OR LOSS OF OR DAMAGE TO CONTRACTOR'S PROPERTY IS CAUSED BY THE CITY'S, OR ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE.**
- 13. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER SIMILAR DAMAGES, HOWEVER DENOMINATED**
- 14. Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.
- 15. Appropriation of Funds.** The obligations of the City under this Agreement to make payments to Contractor are subject to appropriation by the City of funds that are lawfully available to be applied for such purpose. If City fails to make such an appropriation prior to a fiscal period of City for the payments scheduled in such a fiscal period, this Agreement shall terminate at the end of the last fiscal period immediately preceding the fiscal period for which funds have not been appropriated. The City shall deliver notice to Contractor of such termination at least forty-five (45) days prior to such termination, but failure to give such notice shall not prevent the termination of this Agreement.
- 16. Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon ninety (90) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination. In addition to the foregoing, upon any termination for convenience by the City, for convenience or without cause, the City shall pay

Contractor as liquidated damages (intended as a good faith pre-estimate of the actual damages Contractor would incur and not as a penalty) an amount equal to the greater of (i) forty percent (40%) of the average weekly charges during the three (3) months prior to termination times the number of weeks remaining in the term (or any renewal term) of this Agreement or (ii) the then current loss/ruin charge for each item of Merchandise (including FR Merchandise) being provided to the City. Liquidated damages shall not apply to termination due to non-appropriation pursuant to Section 15.

17. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. Upon any termination (with or without cause) or expiration of this Agreement, The City agrees to pay all Merchandise loss/ruin charges for items that are lost and/or damaged and all unpaid statements.
18. **Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Williamson County, Texas.
19. **Amendment.** This Contract may only be amended by written instrument approved and executed by the parties.
20. **Taxes.** The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
21. **Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
22. **Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
23. **Assignment.** This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
24. **Entire Agreement.** This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

25. Effective Date. This Contract will be effective when it is signed by the last party making it fully executed.

26. Notices. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Contractor:

Aramark Uniform Services
Attn: Legal Department
115 North First Street
Burbank, CA 91502

Notice to the City:

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627

@georgetown.org

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627

@georgetown.org

27. Severability. This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

28. Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

29. Exhibits. All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

List of Exhibits

- A. Scope of Services
- B. Payment Schedule
- C. Insurance Requirements
- D. Certificates of Insurance

ARAMARK UNIFORM SERVICES
A division of Aramark Uniform & Career Apparel, LLC

By: 

Printed Name: Jim McLaughlin

Title: RVP- South Region

Date: 03-17-2020

CITY OF GEORGETOWN

By: _____

Mayor

Date: _____

APPROVED AS TO FORM:



Skye Masson

Art City Attorney

Date: 4/21/20

EXHIBIT A SCOPE OF SERVICES

Introduction:

Contractor will provide rental, laundering and delivery of uniforms, linens, and mats for various City departments. Services shall include laundering and repair of rented uniforms. Rental of items such as mops, bath towels, shop towels, and mats are also included. The contractor will be required to upgrade uniforms, linens, and mats with new items as needed at no cost to the city. Contractor will furnish all materials, labor services and special skills required to provide this service as described in these specifications.

Launder:

Contractor shall launder rented garments. On occasion, individuals may launder rented garments themselves. Contractor must supply bins to store soiled garments for pickup. Contractor must supply hanger racks for storage of uniforms. Clothing must be ironed and pressed.

Inventory Tracking (Initial Issue, Inventory, Changes):

Contractor shall issue new standard or Flame Resistant (FR) uniforms to employees at the beginning of the contract period as specified by each Division. Thereafter, Contractor shall maintain enough stock to provide complete new uniform sets within one to two weeks for newly hired employees.

At time of contract award, the division designee will contact the Account Representative to determine quantities, volumes, frequency of pickup and general overall program administration.

The inventory per person per week will be based upon the previous year's usage and are only estimated for future requirements. The number of changes per employee per week shall be at the discretion of the Division and is subject to change to meet changing requirements of the City operations.

Measurements of Individuals:

Contractor shall be responsible for individual measurements and resultant fit of the uniforms. Contractor shall provide uniforms for all employees regardless of size or special fitting requirements. All garments, when issued are to be new, no used garments shall be issued at any time during the period of the contract unless a garment has been returned for repair during the garment's stated life span. Contractor shall provide new uniforms at no extra cost when the garment has reached the end of its life span. Contractor shall take employee measurements at various City facilities. Contractor shall work with Individual divisions/departments to coordinate dates and times for measurements. Alterations may be required for certain individuals and Contractor shall supply cost associated with each uniform alteration.

Contractor shall maintain a record of uniform size (pants waist and length, shirt size and jacket size) for each employee that has been issued a uniform. Contractor shall add or delete items and

quantities used, as required, to meet City's needs as requested in writing by the City.

Contractor should allow for shrinkage on FR garments and standard issue 100% cotton uniforms of about 3"-5".

Route driver or Account Representative will be notified of additions of new employees requiring fitting for new uniforms.

Marking, City Emblems, Name Patches:

Contractor shall mark or label each leased, standard issue or FR item of clothing clearly but, inconspicuously, to permit identification of garments by each employee. All patching and threading on FR garments must be of same FR material.

Contractor shall furnish and sew on various department emblems, individual name patches and/or lettering on the front of garments as shown in Exhibit E. Name labels and City emblems shall be placed on every shirt, jacket and coveralls. Design of the labels and City emblem must receive prior approval by City Manager's Office before initial issue.

Pick-up/Delivery:

Contractor is responsible for pick-up and delivery of all leased uniform items. Contractor shall supply hanger racks, shop towel cans and soiled laundry container(s).

Contractor shall pick up soiled garments once a week from various departments/divisions and deliver on hangers to the same location within one week. Contractor shall replace garments not properly washed and ironed within two (2) working days.

Pick-up/Delivery locations are as follows:

City of Georgetown Georgetown Municipal Complex 300-1 Industrial Ave, Georgetown, TX 78626
City of Georgetown Westside Service Center 5501 Williams Dr, Georgetown, TX 78633
City of Georgetown Parks Administration 1101 N College St, Georgetown, TX 78626

Contractor shall complete an itemized list of the leased or FR uniform items and quantity being picked up for laundering. Contractor shall submit a copy of the itemized list to the unit for reconciliation when the clean garments are returned. Contractor shall remain at the delivery site while the garments are checked in. At the time of pick up, soiled uniforms are to be entered into Aramark's system prior to removal from the City. Contractor shall correct any discrepancy within 24 hours.

Damaged/Repair/Replacement Items:

The City shall specify the conditions under which a garment is considered damaged and/or is the

need of repair or needs to be replaced, and the level of charges associated with each. Wear & Tear period shall be determined by End User at all items. [For example, if a garment's lifespan is 30 cycles of use and laundering, but the garment fails within 15 cycles then the City is only responsible for 50% of the cost of the uniform rental and the Contract is responsible for providing a new uniform, at no charge, to end the cycle of 30]

Replacement uniform pieces shall be new. Turnaround time for new or replacement of uniforms shall be 1- 2 weeks. Mending and repairs turnaround time shall be 1- 2 weeks.

Lost Items: The City shall specify replacement costs for each item and the formula used in prorating the charges.

Additional Specifications:

1. Replacement uniform pieces should be new
2. Numbering of each pant/shirt 1-11 next to name
3. Provide hanger racks as part of rental agreement
4. Turnaround time for replacements or repairs should not exceed two weeks.

EXHIBIT B
PAYMENT SCHEDULE

Contractor shall submit invoices weekly pursuant to the fees in Schedule I. The invoice shall include account number, names of employees and the number and type of garment rented and cleaned or laundered only. The invoice shall be submitted to Accounts Payable. All clothing issued and replaced shall be new.

Invoices should identify by name, each Department/Division being billed. Charges for account set up will be as follows: 1. 1st Delivery Charge will consist of one full set of garments minus one set to be billed at time of delivery, no later; 2. Removal of employee names from billing upon notification of separation from City or discontinued employment in capacity requiring uniform rental/laundry services.

The City will pay such invoices in compliance with the Texas Prompt Payment Act.

The City agrees that all charges may be increased annually from the date of this Agreement in an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater.

SCHEDULE I

SCHEDULE I PRICING (RENTAL) - City of Georgetown								
SCHEDULE I is part of Agreement dated 8/27/2016								
1. Add the correct pricing (rental, lease, direct sale) to items that pertain to your contract.								
2. For all Non-Standard Equipment listed below, check with Supply Chain before adding.								
3. Submit CONTRACT AND SCHEDULES to Senior Management for review and approval.								
Aramark Item Code	ITEM DESCRIPTION	Color	Size	Unit Rental Price	Rental Inventory	Location Charge	% of Inventory	Auto Replacement %
Uniforms								
GS-2471 / 2472	Flex Fit Polo Shirt	SERVICE EXPRESS	SERVICE EXPRESS	0.290	Any	36,000	100	
GS-0027 / 0010	Work Shirt	SERVICE EXPRESS	SERVICE EXPRESS	0.140	Any	14,500	100	
GP-0294	Aramark Jean	SERVICE EXPRESS	SERVICE EXPRESS	0.280	Any	24,000	100	
GP-0359	Cargo Jean	SERVICE EXPRESS	SERVICE EXPRESS	0.280	Any	24,000	100	
GP-0607	Dickies Jean	SERVICE EXPRESS	SERVICE EXPRESS	0.280	Any	24,000	100	
GP-0766	Dickies Cargo Jean	SERVICE EXPRESS	SERVICE EXPRESS	0.280	Any	24,000	100	
GP-0564	Mult Use Pocket Dickies Pant	SERVICE EXPRESS	SERVICE EXPRESS	0.300	Any	30,000	100	
GP-0507	65/35 Work Pant	SERVICE EXPRESS	SERVICE EXPRESS	0.180	Any	18,500	100	
GP-0911	Cargo Pant	SERVICE EXPRESS	SERVICE EXPRESS	0.270	Any	23,000	100	
GP-0730	Cargo Pant	SERVICE EXPRESS	SERVICE EXPRESS	0.270	Any	20,000	100	
GS-1724	Performance Polo	SERVICE EXPRESS	SERVICE EXPRESS	0.290	Any	24,000	100	
GS-0448 / 0449	100% Cotton Work Shirt	SERVICE EXPRESS	SERVICE EXPRESS	0.280	Any	18,500	100	
Flame Resistant								
GS-0652	Flame Resistant Shirt-Cat 2	SERVICE EXPRESS	SERVICE EXPRESS	0.450	Any	48,000	100	
GP-0264	Flame Resistant Jean	SERVICE EXPRESS	SERVICE EXPRESS	0.430	Any	56,000	100	
GD-2897	BlackGuard T/F Essentials Coverall	SERVICE EXPRESS	SERVICE EXPRESS	1.350	Any	72,000	100	
Aramark is Authorized under Buy Board Contract 567-19								
2 Weeks of Free Service Uniforms								
Non-Standard Size Charge:								
Minimum Size Charge:				N/A				
Preparation Charge:				75,000				
Service Charge:				0.000		Waive on Initial and 30 Days Thereafter		
Embroider - Company Identity:				3%				
Embroider - Individual Name:				1,000		Waive on Initial and 30 Days Thereafter		
Embroider - Other:				1,000		Waive on Initial and 30 Days Thereafter		
Embroidery - Company Identity: Please list * need to applicable items				N/A				
Embroidery - Name Identity: Please list * need to applicable items				N/A				
				N/A				

Jim
3-17-2020

EXHIBIT C
INSURANCE REQUIREMENTS

I. The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, employees to the extent of Contractors negligence. Any insurance or self-insurance carried or obtained by the City, its officials, agents, or employees shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage agreed by the parties in this Exhibit C. All Certificates of Insurance shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

- A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- B. "Claims made" policies are not accepted, except for Professional Liability insurance.
- C. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits without written notice to the City of Georgetown. Notwithstanding the foregoing, failure to maintain insurance as required by the Agreement shall be a breach of the Agreement subject to termination.
- D. The City of Georgetown, its officials, and employees are to be included as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. Any insurance coverage (additional insured or otherwise) that Contractor provides for this Agreement shall only cover insured liability assumed by Contractor in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of The City of Georgetown, its officials, and employees.

V. **Commercial General Liability** requirements:

- A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with

- the current A. M. Best Key Rating Guide.
- B. Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- E. The coverage shall not exclude: premises/operations; independent contractors; products/completed operations; contractual liability (insuring those liabilities assumed by Contractor in this Agreement); and where exposures exist, Explosion, Collapse and Underground coverage.
- F. The City shall be included as Additional Insured, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
- B. Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. Workers' Compensation Insurance requirements:

- A. Contractor shall maintain workers compensation as required by statute.
- B. The workers compensation insurance shall include the following terms:
 - 1. Employer's Liability limits of \$1,000,000 for each accident is required.

EXHIBIT D
CERTIFICATES OF INSURANCE

EXHIBIT D
MARKING, CITY EMBLEMS, NAMEPATCHES

Department patches will include only “City of Georgetown” and the department name (i.e. “Fire Department”). The patches must not contain other logos, text, graphics, photographs, or illustrations. The only exception is if a department wants to produce a patch with the employee’s name on it.

Patches with employee names should include the first and last name of the employee. Whether the department wants to include the person’s title is at the discretion of the department; however, the font size cannot be smaller than one-half inch.

Patches must use one of the following typefaces. All text must be written in the same typeface for all department patches: Arial Bold or Arial Regular

Patches should not alter the City logo in any way.

If a department wants to include a patch or embroidery of the Script G logo on a uniform, the logo must appear alone. Any other embroidery or patches, including department and names, should be placed on the breast opposite the logo, on a sleeve, or on the back of the shirt.

Apparel must follow the City’s logo-usage guidelines as shown below:



PMS 464 and PMS 445

Colors on Apparel, Computer Monitors, Television and Newsprint

The optimal use of the City of Georgetown logo on/in media such as hats, t-shirts, embroidered shirts, television screens, computer monitors and newsprint is with Pantone 464 and Pantone 445, Black only and White only.



PMS 464

CMYK Values

C=10

M=50

Y=100

K=35

RGB Values

R=144

G=105

B=30

WEB Value

#8F6A1E

Thread Color
For Embroidery
#1758



PMS 445

CMYK Values

C=20

M=0

Y=20

K=65

RGB Values

R=96

G=101

B=94

WEB Value

#5F655D

Thread Color
For Embroidery on
all colors besides
white is #1918.
For white apparel,
#1615.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
03/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. fka Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT Willis Towers Watson Certificate Center NAME: PHONE (A/E, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Aramark Uniform & Career Apparel, LLC Including WearGuard and Crest Divisions 115 N. First Street Burbank, CA 91502	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Company of North America	43575	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W15807759

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			HDO G71571087	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included
	<input checked="" type="checkbox"/> Liquor Liability						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Vendors Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ Unlimited
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ Unlimited
	OTHER:						\$
A	AUTOMOBILE LIABILITY			ISA H25300671	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C66040549	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability and Auto Liability policies are non-cancellable. Workers' Compensation notices of cancellation are in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability. Self-Insured for Auto Physical Damage.

CERTIFICATE HOLDER

CANCELLATION

City of Georgetown 113 E 8th Street Georgetown, TX 78626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2016/03)

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SR ID: 19407301

Page 125 of 440

BATCH: 1621544

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2020-599768

Date Filed:
03/17/2020

Date Acknowledged:

- 1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Aramark Uniform Services
Von Ormy, TX United States

- 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Georgetown, Texas

- 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20-0038-SC
Uniforms

[illegible]

- 5 Check only if there is NO Interested Party.**



6 UNSWORN DECLARATION

My name is JIM McLAUGHLIN, and my date of birth is 07-29-1966

My address is 700 Rose Haven Ct, Baltimore, Md, 63521, US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

April 29, 2019

Sent Via Email: hinton-andrew@aramark.com

Andrew Hinton
Aramark Uniform & Career Apparel, LLC
115 North First Street
Burbank, CA 91502

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Award*

Proposal Name and Number: Uniforms and Accessories, Proposal No. 587-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 6/1/2019 through 5/31/2020, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 587-19 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,



Arturo Salinas
Department Director, Cooperative Procurement

April 29, 2019

Sent Via Email: hinton-andrew@aramark.com

Andrew Hinton
Aramark Uniform & Career Apparel, LLC
115 North First Street
Burbank, CA 91502

Welcome to BuyBoard!

Re: Notice of National Purchasing Cooperative Piggy-Back Award

Proposal Name and Number: Uniforms and Accessories, Proposal No. 587-19

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 6/1/2019 through 5/31/2020, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,



Arturo Salinas
Department Director, Cooperative Procurement
v.6.5





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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Uniforms and Accessories

Proposal Due Date/Opening Date and Time:
October 25, 2018 at 4:00 PM

Proposal Number: 587-19

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: June 1, 2019 through May 31, 2020 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
April 2019

ARAMARK UNIFORM & CAREER APPAREL, LLC

Name of Proposing Company

10-23-18

Date

115 NORTH FIRST STREET

Street Address

Signature of Authorized Company Official

BURBANK, CA 91502

City, State, Zip

DEAN SCALIA

Printed Name of Authorized Company Official

818-973-3700

Telephone Number of Authorized Company Official

DIRECTOR OF BUSINESS PLANNING

Position or Title of Authorized Company Official

818-973-3739

Fax Number of Authorized Company Official

23-2816365

Federal ID Number



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR CONTACT INFORMATION

Company: ARAMARK UNIFORM & CAREER APPAREL, LLC

ANDREW HINTON

EMAIL: HINTON-ANDREW@ARAMARK.COM

Vendor Contact Name and Mailing Address for Notices: MACMILLAN-DIANE@ARAMARK.COM FOR ALL DIRECT SALE

Company Website: WWW.ARAMARKUNIFORM.COM

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

☐ I will use the internet to receive purchase orders at the following address:

E-mail Address: _____

Internet Contact: _____ Phone: _____

Alternate E-mail Address: _____

Alternate Internet Contact: _____ Phone: _____

☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: _____

Alternate E-mail Address: _____

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:



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Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☐ Service fee invoices and related communications should be provided directly to my company at:

Mailing address: _____ Department: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone: _____

Fax: _____ E-mail Address: _____

Alternative E-mail Address: _____

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Mailing address: _____ Department: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone: _____

Fax: _____ E-mail Address: _____

Alternative E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

***** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.***



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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☒ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:


Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name


Signature of Authorized Company Official

DEAN SCALIA

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name


Signature of Authorized Company Official

DEAN SCALIA

Printed Name



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RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☐ I certify that my company is a **Resident Proposer**.
- ☒ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name

BURBANK

City

115 NORTH FIRST STREET

Address

CA 91502

State Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☒ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name



Signature of Authorized Company Official

DEAN SCALIA

Printed Name



NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name

Signature of Authorized Company Official

DEAN SCALIA

Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name

Signature of Authorized Company Official

DEAN SCALIA

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name

DEAN SCALIA

Printed Name

Signature of Authorized Company Official



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name

Signature of Authorized Company Official

DEAN SCALIA

Printed Name

10-23-18

Date



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon a

Please check (✓) one of the following:

- ☐ **No;** Deviations
☒ **Yes;** Deviations

List and fully explain any deviations you are submitting:

Deviations presented by the vendor, but not accepted by BuyBoard, have been retracted by the vendor.

Connie W Burkett, *CTSBS*
BuyBoard Contract Administrator

ARAMARK REQUESTS THAT IF IT IS AWARDED THE BUSINESS UNDER THIS PROPOSAL THE FINAL TERMS SHALL BE
SUBSTANTIALLY SIMILAR TO THOSE PREVIOUSLY AGREED TO WITH BUYBOARD.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 16 ARO

4. Vendor Reference/Quote Number: BUYBOARD 2018

5. State your return policy: _____

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name

Signature of Authorized Company Official

DEAN SCALIA

Printed Name



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LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name

101 SOUTH PAVILION CIRCLE

Address

WEST MONROE

City

LA

State

71291

Zip

318-654-1973

Phone Number

318-325-9527

Fax Number

ANDREW HINTON - Rental inquiries only. All Direct Sales inquiries should go to Diane MacMillan @ 800-785-2299 x713119 or macmilan-diane@aramark.com

Contact Person

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)

Designated Dealer Contact Person

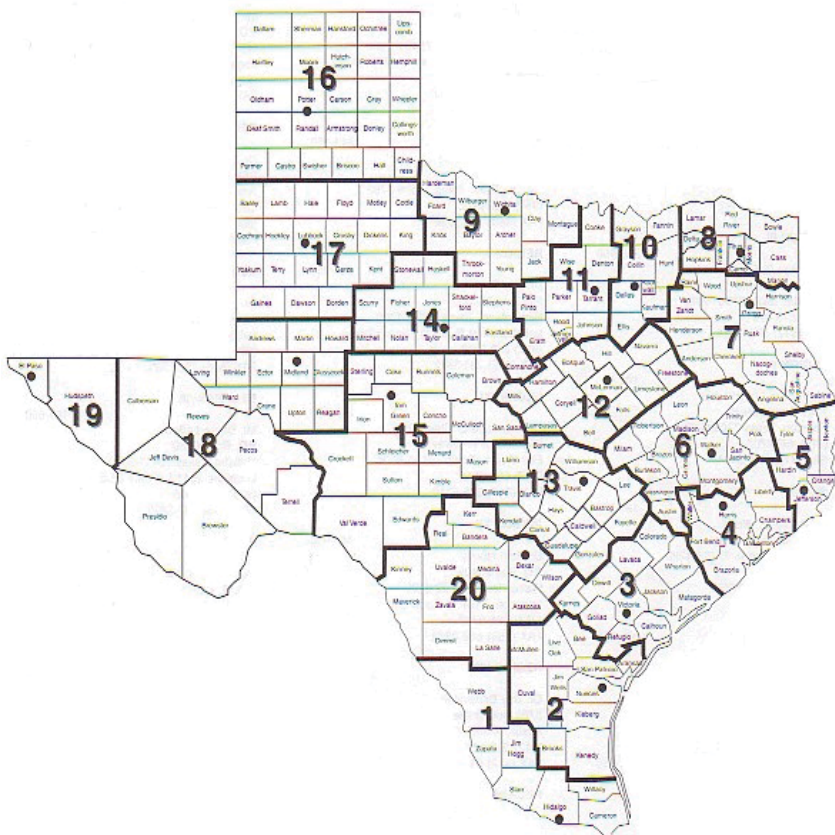
Your Company Name

Signature of Authorized Company Official

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ **I will service Texas Cooperative members statewide.**
- ☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

Region	Headquarters
<input type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input type="checkbox"/> 9	Wichita Falls
<input type="checkbox"/> 10	Richardson
<input type="checkbox"/> 11	Fort Worth
<input type="checkbox"/> 12	Waco
<input type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input type="checkbox"/> 20	San Antonio

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Company Name

Dean Scalia

Signature of Authorized Company Official

DEAN SCALIA

Printed Name

- ☐ I will not service members of the Texas Cooperative.



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (✓) all that apply:

☒ I will service all states in the United States. (Direct Sales ONLY)

☒ I will not service all states in the United States. I will service only the states checked below: Rental Services ONLY

- | | |
|---|--|
| <input checked="" type="checkbox"/> Alabama | <input checked="" type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input checked="" type="checkbox"/> Nevada |
| <input checked="" type="checkbox"/> Arizona | <input checked="" type="checkbox"/> New Hampshire |
| <input checked="" type="checkbox"/> Arkansas | <input checked="" type="checkbox"/> New Jersey |
| <input checked="" type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input checked="" type="checkbox"/> New Mexico |
| <input checked="" type="checkbox"/> Colorado | <input checked="" type="checkbox"/> New York |
| <input checked="" type="checkbox"/> Connecticut | <input checked="" type="checkbox"/> North Carolina |
| <input checked="" type="checkbox"/> Delaware | <input checked="" type="checkbox"/> North Dakota |
| <input checked="" type="checkbox"/> District of Columbia | <input checked="" type="checkbox"/> Ohio |
| <input checked="" type="checkbox"/> Florida | <input checked="" type="checkbox"/> Oklahoma |
| <input checked="" type="checkbox"/> Georgia | <input checked="" type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input checked="" type="checkbox"/> Pennsylvania |
| <input checked="" type="checkbox"/> Idaho | <input checked="" type="checkbox"/> Rhode Island |
| <input checked="" type="checkbox"/> Illinois | <input checked="" type="checkbox"/> South Carolina |
| <input checked="" type="checkbox"/> Indiana | <input checked="" type="checkbox"/> South Dakota |
| <input checked="" type="checkbox"/> Iowa | <input checked="" type="checkbox"/> Tennessee |
| <input checked="" type="checkbox"/> Kansas | <input checked="" type="checkbox"/> Texas |
| <input checked="" type="checkbox"/> Kentucky | <input checked="" type="checkbox"/> Utah |
| <input checked="" type="checkbox"/> Louisiana | <input checked="" type="checkbox"/> Vermont |
| <input checked="" type="checkbox"/> Maine | <input checked="" type="checkbox"/> Virginia |
| <input checked="" type="checkbox"/> Maryland | <input checked="" type="checkbox"/> Washington |
| <input checked="" type="checkbox"/> Massachusetts | <input checked="" type="checkbox"/> West Virginia |
| <input checked="" type="checkbox"/> Michigan | <input checked="" type="checkbox"/> Wisconsin |
| <input checked="" type="checkbox"/> Minnesota | <input checked="" type="checkbox"/> Wyoming |
| <input checked="" type="checkbox"/> Mississippi | |
| <input checked="" type="checkbox"/> Missouri | |
| <input checked="" type="checkbox"/> Montana | |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name


Signature of Authorized Company Official

DEAN SCALIA

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

ARAMARK UNIFORM & CAREER APPAREL, LLC

587-19

Name of Vendor

Proposal Invitation Number

A handwritten signature in blue ink, appearing to read "Dean Scalia", written over a horizontal line.

DEAN SCALIA

Signature of Authorized Company Official

Printed Name of Authorized Company Official

10-23-18

Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$_____. (The period of the 12 month period is ____/____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	NO		
2. T-PASS (State of Texas)	NO		
3. U.S. Communities Purchasing Alliance	NO		
4. National IPA/TCPN	NO		
5. Houston-Galveston Area Council (HGAC)	NO		
6. National Joint Powers Alliance (NJPA)	NO		
7. E&I Cooperative	NO		
8. The Interlocal Purchasing System (TIPS)	NO		
9. Other			

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 25%

Proposed Discount (%): 25%

Explanation: Same



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name

A handwritten signature in blue ink, appearing to read "Dean Scalia", written over a horizontal line.

Signature of Authorized Company Official

DEAN SCALIA

Printed Name



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. Attached					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

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Company Name

Signature of Authorized Company Official

DEAN SCALIA

Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Aramark Direct Sales has the ability to fax and or e-mail current members depending on what information is supplied for distribution

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name

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DEAN SCALIA

Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☐

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

PRICE LIST RENTAL

EVALUATIONS ITEMS PAGES

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☒

NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐

YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name

Signature of Authorized Company Official

DEAN SCALIA

Printed Name

10-23-18

Date



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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: ARAMARK UNIFORM & CAREER APPAREL, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor _____

Corporation _____

Limited Liability Company X _____

Partnership _____

Other _____

If other, identify _____

State of Incorporation (if applicable): DELAWARE

Federal Employer Identification Number: 23-2816365

*(Vendor must include a completed **IRS W-9** form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

ARAMARK UNIFORM SERVICES

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ARAMARK UNIFORM & CAREER APPAREL GROUP, INC.	
	2 Business name/disregarded entity name, if different from above ARAMARK UNIFORM & CAREER APPAREL, LLC	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) E <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 115 NORTH FIRST STREET	Requester's name and address (optional)
	6 City, state, and ZIP code BURBANK, CA 91502	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
2	3		-	2	8	1	6	3 6 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► 3-16-2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



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12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	YES	DS
2. Termination for Cause or Convenience	YES	DS
3. Equal Employment Opportunity	YES	DS
4. Davis-Bacon Act	NO	DS
5. Contract Work Hours and Safety Standards Act	NO	DS
6. Right to Inventions Made Under a Contract or Agreement	YES	DS
7. Clean Air Act and Federal Water Pollution Control Act	YES	DS
8. Debarment and Suspension	YES	DS
9. Byrd Anti-Lobbying Amendment	NO	DS
10. Procurement of Recovered Materials	NO	DS
11. Profit as a Separate Element of Price	YES	DS
12. General Compliance and Cooperation with Cooperative Members	YES	DS

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name

Signature of Authorized Company Official

DEAN SCALIA

Printed Name



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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

40+ YEARS

NO TRANSACTION THAT WOULD SIGNIFICANTLY ALTER BUSINESS

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

ARAMARK UNIFORM & CAREER APPAREL, LLC IS A WHOLLY OWNED AND CONTROLLED SUBSIDIARY OF ARAMARK,

A PUBLICLY TRADED COMPANY LISTED ON THE NYSE [ARMK]; ANNUAL SALES FOR ARAMARK COMPANYWIDE ARE

IN EXCESS OF \$14B; ANNUAL SALES FOR PROPOSER ALONE ARE \$1.6b+. ARAMARK'S SEC FILINGS ARE AVAILABLE AT

<http://phx.corporate-ir.net/phoenix.zhtml?c=130030&p=irol-financialreports>



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4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

NO

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

SEE ATTACHED

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

SEE ATTACHED

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

ARAMARK UNIFORM & CAREER APPAREL, LLC

Company Name

Signature of Authorized Company Official

CONTRACT DEFAULT AND TERMINATION

From time to time in the regular course of business, Aramark may receive notices of default from one of its clients, including federal, state or local governments. We work with our clients amicably and to the satisfaction of both parties. Given the large number of contracts that Aramark has in place at any given time, contracts are terminated for various reasons but are rarely terminated for material default.

Our response is also generally subject to the attached excerpt from Aramark's most recent 10-K Annual Report filed with the US Securities and Exchange Commission.

Other than those detailed in the most recent 10-K, we are not aware of any existing investigations, indictments or pending litigation by any federal, state or local jurisdiction relating to the bidder, any officer, director, partner or member thereof, any affiliate or any related company; any criminal convictions within the last five years relating to the bidder, any officer, director, partner or member thereof, any affiliate or any related entity; any civil penalties, judgments, consent decrees and other sanctions within the last five years, as a result of any violation of any law, rule, regulation or ordinance in connection with business activities relating to the bidder, any officer, director, partner or member thereof, any affiliate or any related entity; any actions occurring within the last five years which have resulted in revocation or suspension of any permit or authority to do business in any jurisdiction relating to the submitting entity, any officer, director, partner or member thereof, any affiliate or any related entity; any actions occurring within the last five years that have resulted in the barring from public bidding relating to the bidder, an officer, director, partner or member thereof, any affiliate or any related entity; any pending actions and enforcement actions, including OSHA violations; or any bankruptcy and other similar proceedings within the past five years relating to the bidder, any officer, director, partner or member thereof, any affiliate or any related entity.



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature**
- ☒ Completed: **Vendor Contact Information**
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☒ Completed: **Resident/Nonresident Certification**
- ☒ Completed: **No Israel Boycott Certification**
- ☒ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Completed: **Historically Underutilized Business (HUB) Certification**
- ☒ Completed: **Construction Related Goods and Services Affirmation**
- ☒ Completed: **Deviation/Compliance**
- ☒ Completed: **Location/Authorized Seller Listings**
- ☒ Completed: **Manufacturer Dealer Designation**
- ☒ Completed: **Texas Regional Service Designation**
- ☒ Completed: **State Service Designation**
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☒ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Completed: **Governmental References**
- ☒ Completed: **Marketing Strategy**
- ☒ Completed: **Confidential/Proprietary Information**
- ☒ Completed: **Vendor Business Name with IRS Form W-9**
- ☒ Completed: **EDGAR Vendor Certification**
- ☒ Completed: **Proposal Invitation Questionnaire**
- ☒ Completed: **Required Forms Checklist**
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists and Evaluation Items**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 587-19-Uniforms and Accessories

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form (Form S) must submit the information as follows or proposal may not be considered:

☐ Manufacturers shall be listed in alphabetical order

☐ Vendor's must list one specific percentage discount for each Manufacturer listed.

If a vendor's response to Proposal Specification Form (Form S) states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form (Form S) or Vendor's proposal may not be considered.

Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
1	Discount (%) Off Catalog/Pricelist for Purchase of Band Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Purchase of Band Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A _____ %		
2	Discount (%) Off Catalog/Pricelist for Purchase of Flag Corps Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Purchase of Flag Corps Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A _____ %		
3	Discount (%) Off Catalog/Pricelist for Purchase of Formal Wear, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories (dresses, tuxedos, jackets, pants). Catalog/Pricelist MUST be included or proposal will not be considered.	N/A _____ %		
4	Discount (%) Off Catalog/Pricelist for Purchase of Show Choir Wear, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Purchase of Show Choir Wear, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A _____ %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 587-19-Uniforms and Accessories

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
5	Discount (%) Off Catalog/Pricelist for Purchase of Cheerleading Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Purchase of Cheerleading Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A _____ %		
6	Discount (%) Off Catalog/Pricelist for Purchase of Drill Team Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Purchase of Drill Team Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A _____ %		
7	Discount (%) Off Catalog/Pricelist for Purchase of Dancewear, Related Supplies and Accessories	Discount (%) Off Catalog/Pricelist for Purchase of Dancewear, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A _____ %		
8	Discount (%) Off Catalog/Pricelist for Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A _____ %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 587-19-Uniforms and Accessories

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS					
9	Discount (%) Off Catalog/Pricelist for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	25% _____ %	Aramark's Fall Buyers Guide	25% Aramark Brand Only
10	Discount (%) Off Catalog/Pricelist for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	25% _____ %	Aramark's Fall Buyers Guide	25% Aramark Brand Only
11	Discount (%) Off Catalog/Pricelist for Purchase of Food Service Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Purchase of Food Service Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	25% _____ %	Aramark's Fall Buyers Guide	25% Aramark Brand Only
12	Discount (%) Off Catalog/Pricelist for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	25% _____ %	Aramark's Fall Buyers Guide	25% Aramark Brand Only

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 587-19-Uniforms and Accessories

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
13	Discount (%) Off Catalog/Pricelist for Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u> _____ %	Aramark's Fall Buyers Guide	25% Aramark Brand Only
14	Discount (%) Off Catalog/Pricelist for Purchase of Student Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Purchase of Student Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u> _____ %	Aramark's Fall Buyers Guide	25% Aramark Brand Only
15	Discount (%) Off Catalog/Pricelist for Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u> _____ %	Aramark's Fall Buyers Guide	25% Aramark Brand Only
16	Discount (%) Off Catalog/Pricelist for Purchase of Industrial Towels	Please state the discount (%) off catalog/pricelist for Purchase of Industrial Towels. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> _____ %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 587-19-Uniforms and Accessories

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
17	Discount (%) Off Catalog/Pricelist for Purchase of All Other Work Related Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Purchase of All Other Work Related Uniforms, Related Supplies and Accessories not listed above. Catalog/Pricelist MUST be included or proposal will not be considered.	25% _____ %	Aramark's Fall Buyers Guide	25% Aramark Brand Only
Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS					
18	Discount (%) Off Catalog/Pricelist for Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related supplies and Accessories	Please state the discount (%) off catalog/pricelist for Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	25% _____ %	Aramark's Fall Buyers Guide	25% Aramark Brand Only
19	Discount (%) Off Catalog/Pricelist for Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	25% _____ %	Aramark's Fall Buyers Guide	25% Aramark Brand Only

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 587-19-Uniforms and Accessories

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
20	Discount (%) Off Catalog/Pricelist for Rental of Food Service Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Rental of Food Service Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	25% _____ %	Aramark's Fall Buyers Guide	25% Aramark Brand Only
21	Discount (%) Off Catalog/Pricelist for Rental of Medical and Nursing Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Rental of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	25% _____ %	Aramark's Fall Buyers Guide	25% Aramark Brand Only
22	Discount (%) Off Catalog/Pricelist for Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	25% _____ %	Aramark's Fall Buyers Guide	25% Aramark Brand Only
23	Discount (%) Off Catalog/Pricelist for Rental of All Other Work Related Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Rental of All Other Work Related Uniforms, Related Supplies and Accessories not listed above. Catalog/Pricelist MUST be included or proposal will not be considered.	25% _____ %	Aramark's Fall Buyers Guide	25% Aramark Brand Only

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 587-19-Uniforms and Accessories

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
24	Discount (%) Off Catalog/Pricelist for Rental of Industrial Towels	Please state the discount (%) off catalog/pricelist for Rental of Industrial Towels. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u> %	Aramark's Fall Buyers Guide	25% Aramark Brand Only
25	Discount (%) Off Catalog/Pricelist for Rental of Industrial Mats	Please state the discount (%) off catalog/pricelist for Rental of Industrial Mats. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u> %	Aramark's Fall Buyers Guide	25% Aramark Brand Only
26	Discount (%) Off Catalog/Pricelist for Rental of Industrial Mop Service	Please state the discount (%) off catalog/pricelist for Rental of Industrial Mop Service. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u> %	Aramark's Fall Buyers Guide	25% Aramark Brand Only
27	Discount (%) Off Catalog/Pricelist for Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u> %	Aramark's Fall Buyers Guide	25% Aramark Brand Only
28	Discount (%) Off Catalog/Pricelist for Rental of All Other Industrial Uniform Related Products, Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Rental of All Other Industrial Uniform Related Products, Supplies and Accessories not listed above. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u> %	Aramark's Fall Buyers Guide	25% Aramark Brand Only

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal No. 587-19-Uniforms and Accessories
EVALUATION ITEMS for RENTAL UNIFORMS

EVALUATION ITEMS: The Evaluation Items are required for all vendors responding to the UNIFORM RENTAL section of this proposal invitation. All items and columns on this form must be completed or proposal response will not be considered for the uniform rental category. THE EVALUATION ITEM DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL OR THE PROPOSAL WILL NOT BE CONSIDERED. This document will be used only for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded. Vendors that do not offer any of the evaluation items listed below shall submit a written explanation to request exemption from this requirement. The Cooperative may determine, in its sole discretion, whether or not to exempt a vendor from this requirement based on all information provided with the proposal response.

Item No.	UNIFORM CLOTHING	UNIFORM RENTAL (Catalog Name as stated in proposal)	Page No. of RENTAL Clothing Item	Price of RENTAL Clothing Item (in Catalog)	UNIFORM RENTAL (Discount % Stated in Proposal)	BuyBoard WEEKLY RENTAL UNIT Price (Catalog Price Less Discount)	No. of RENTAL Units Billed (11 Sets Program)	WEEKLY RENTAL COST PER PERSON (11 Sets Program)
1	Executive Shirt, long sleeve			\$		\$		\$
2	Industrial Work Shirt, long sleeve, synthetic blend			\$		\$		\$
3	Industrial Work Shirt, stripe, long sleeve, synthetic blend			\$		\$		\$
4	Button Down Shirt, long sleeve			\$		\$		\$
5	Industrial Pants, synthetic blend			\$		\$		\$
6	Executive Slacks, Cotton			\$		\$		\$
7	Blue Denim Jeans, Cotton			\$		\$		\$
8	4X6 Floor Mat			\$		\$		\$
9	Dry Mop, Treated, 36 inch			\$		\$		\$
ADDITIONAL CHARGES:								
10	Name Tags, per item			\$		\$		\$
11	Prep Charges, per item			\$		\$		\$



**Proposal No. 587-19-Uniforms and Accessories
EVALUATION ITEMS for RENTAL UNIFORMS**

Item No.	UNIFORM CLOTHING	UNIFORM RENTAL (Catalog Name as stated in proposal)	Page No. of RENTAL Clothing Item	Price of RENTAL Clothing Item (in Catalog)	UNIFORM RENTAL (Discount % Stated in Proposal)	BuyBoard WEEKLY RENTAL UNIT Price (Catalog Price Less Discount)	No. of RENTAL Units Billed (11 Sets Program)	WEEKLY RENTAL COST PER PERSON (11 Sets Program)
ADDITIONAL CHARGES:								
12	Emblem , per item (specify print or embroidery)			\$		\$		\$
13	Emblem 2 , per item (specify print or embroidery)			\$		\$		\$
14	Environmental Fee			\$		\$		\$
15	Energy Surcharge			\$		\$		\$
16	Initial Set Up Charges			\$		\$		\$
17	Swing Suit Charges			\$		\$		\$
18	Minimum Stop Size			\$		\$		\$
19	Image Guard			\$		\$		\$
20	Deposit Charge			\$		\$		\$

SIGNATURE OF COMPANY OFFICIAL: Andrew Hinton

COMPANY NAME: Aramark Uniform Services

May 1, 2020

Sent via email to: macmillan-diane@aramark.com

Diane MacMillan
Aramark Uniform & Career Apparel, LLC
855 Cleveland Ave
Salem VA 24153

Re: Uniforms and Accessories
BuyBoard Contract 587-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Uniforms and Accessories, Contract 587-19 effective June 1, 2019, through May 31, 2020, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through May 31, 2021.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at connie.burkett@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,



Connie W Burkett, CTSBO
Contract Administrator

1st renewal v.02.13.2020

City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

Consideration and possible action to approve a Resolution granting a **license** for the **encroachment** of **multiple awnings** into the **right of way** of **East 7th St.** to **Alford, Aleman Properties, LLC**; and to authorize the Director of Planning to execute all necessary documents -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:

The City has received a request to license the encroachment of several awnings in to the north side of the East 7th Street right of way, to be placed on the face of the building at 109 E. 7th Street. These awnings will replace several existing awnings, and will provide more historical accuracy to the structure while providing congruity with the surrounding Downtown.

Staff recommends approval of this item.

Project No. 2020-2-LIC

FINANCIAL IMPACT:

N/A. Applicant is responsible for the costs of construction and maintenance.

SUBMITTED BY:

Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Resolution Package
Exhibits

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN
MAKING CERTAIN DETERMINATIONS AND AUTHORIZING THE
DIRECTOR OF PLANNING TO EXECUTE A REVOCABLE LICENSE
AGREEMENT PERTAINING TO THE ENCROACHMENT OF AWNINGS
INTO THE RIGHT OF WAY OF EAST 7TH STREET IMMEDIATELY
ADJACENT TO 109 E. 7TH STREET.**

WHEREAS, the City of Georgetown (the City) owns real property which is the right of way of East 7th Street; and

WHEREAS, the City has received a request to allow the encroachment of awnings to overhang that right of way, along the north side of East 7th Street, immediately adjacent to 109 E. 7th Street, utilizing an area, and generally constructed, as depicted in Exhibit "A", attached hereto (License Area); and,

WHEREAS; the awnings will be located a minimum of 8 feet above the right-of-way and the sidewalk to avoid interference to the operation or use by the public of those rights of way of way; 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.

Resolution No. _____

Description: License to Encroach, 109 E. 7th Street, 2020-02-LIC

Date Approved: _____

RESOLVED this _____ day of _____, 2020.

CITY OF GEORGETOWN

ATTEST:

By: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

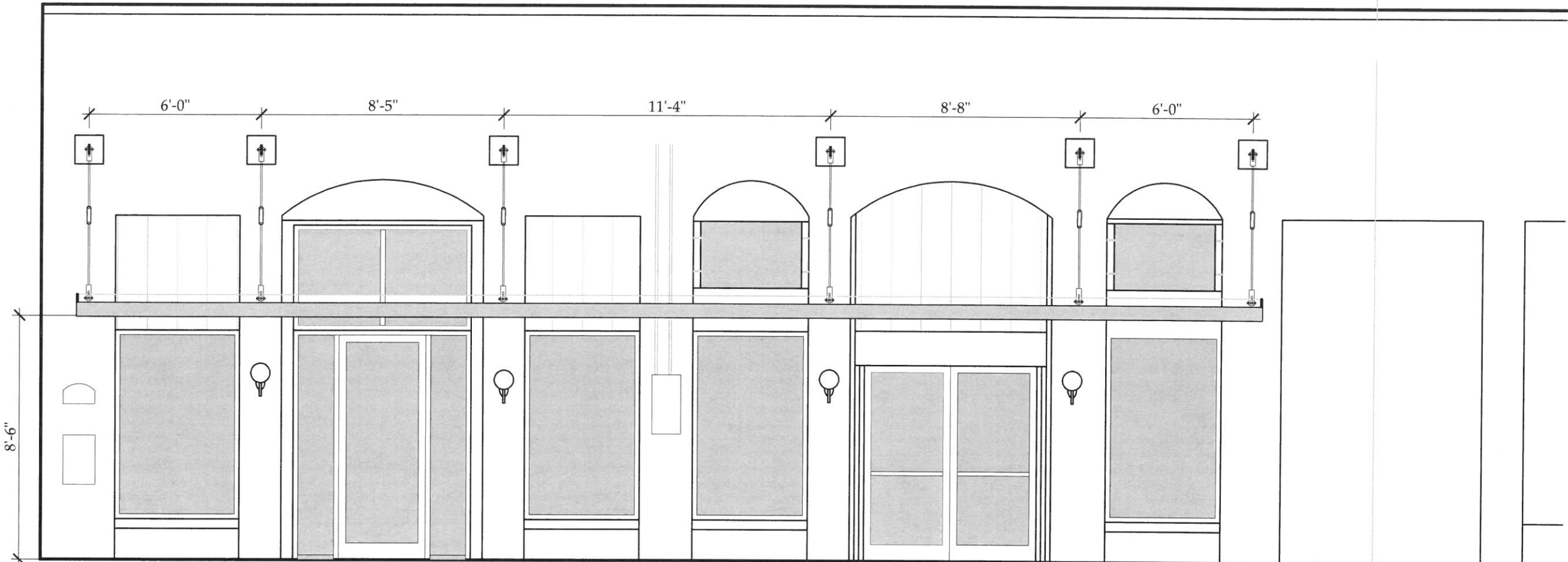
APPROVED AS TO FORM:

Charlie McNabb, City Attorney

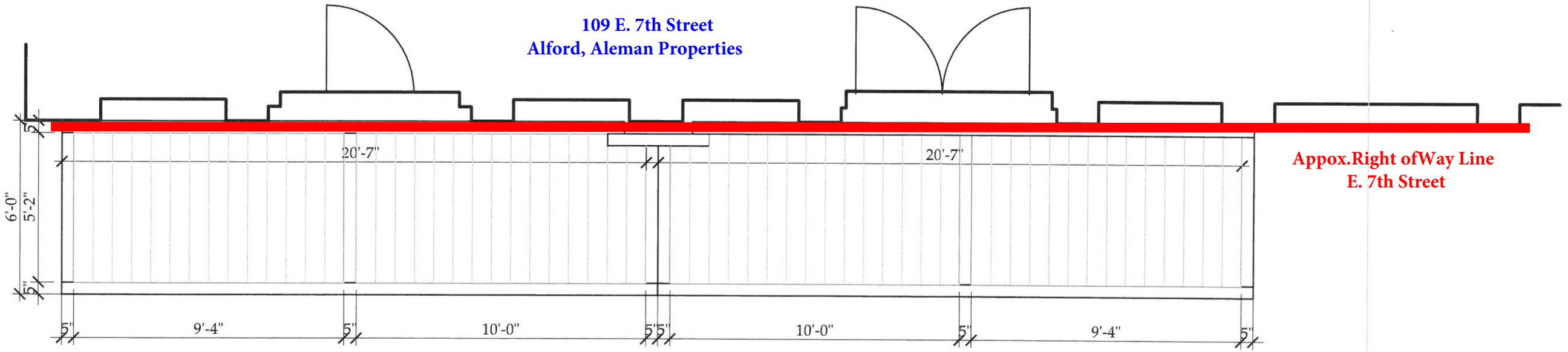
Resolution No. _____

Description: License to Encroach, 109 E. 7th Street, 2020-02-LIC

Date Approved: _____



ELEVATION



PLAN

109 E. 7th Street
Alford, Aleman Properties

Appox.Right of Way Line
E. 7th Street

DATE:
11.21.2019 rev

PROJECT NO.
19-205

rhadius p.c.
an architectural corporation
112 Rancho Trail Georgetown, Texas 78628
303.594.5959

Awning Project
109 E. 7th Street
Georgetown, Texas 78628

Plan
SCALE 1/4"
A1.0
EXHIBIT C

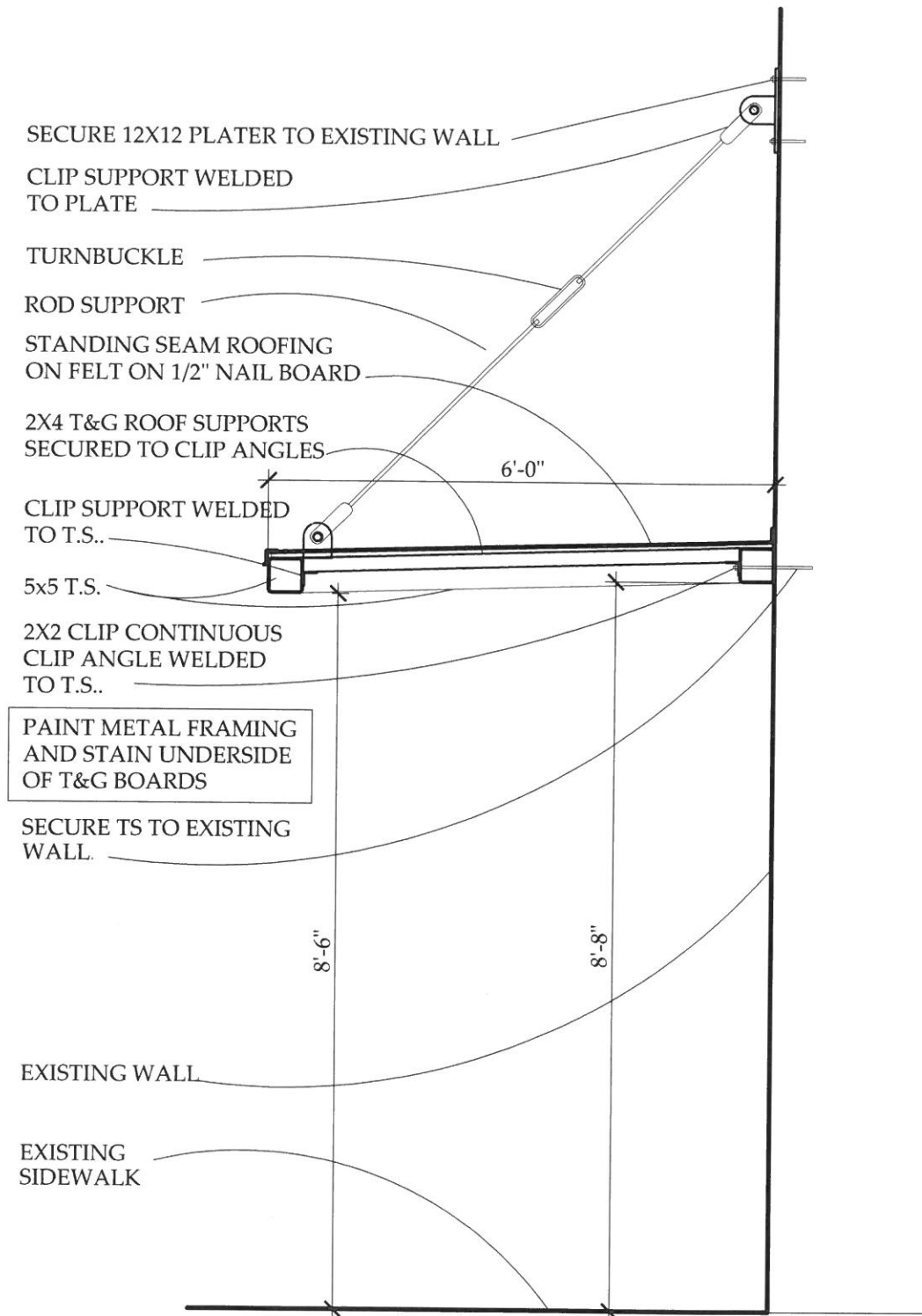
DATE:
11.21.2019 rev

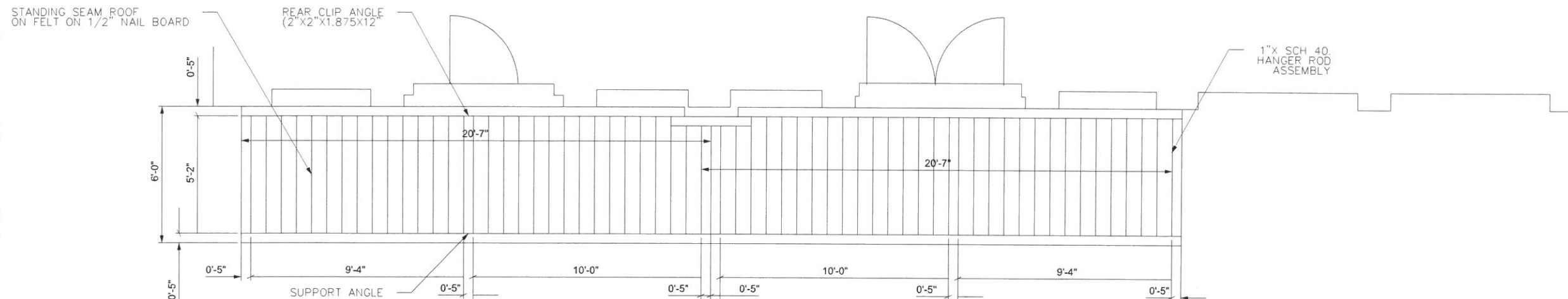
PROJECT NO.
19-205

rhadius p.c.
an architectural corporation
112 Rancho Trail Georgetown, Texas 78628
303.594.5959

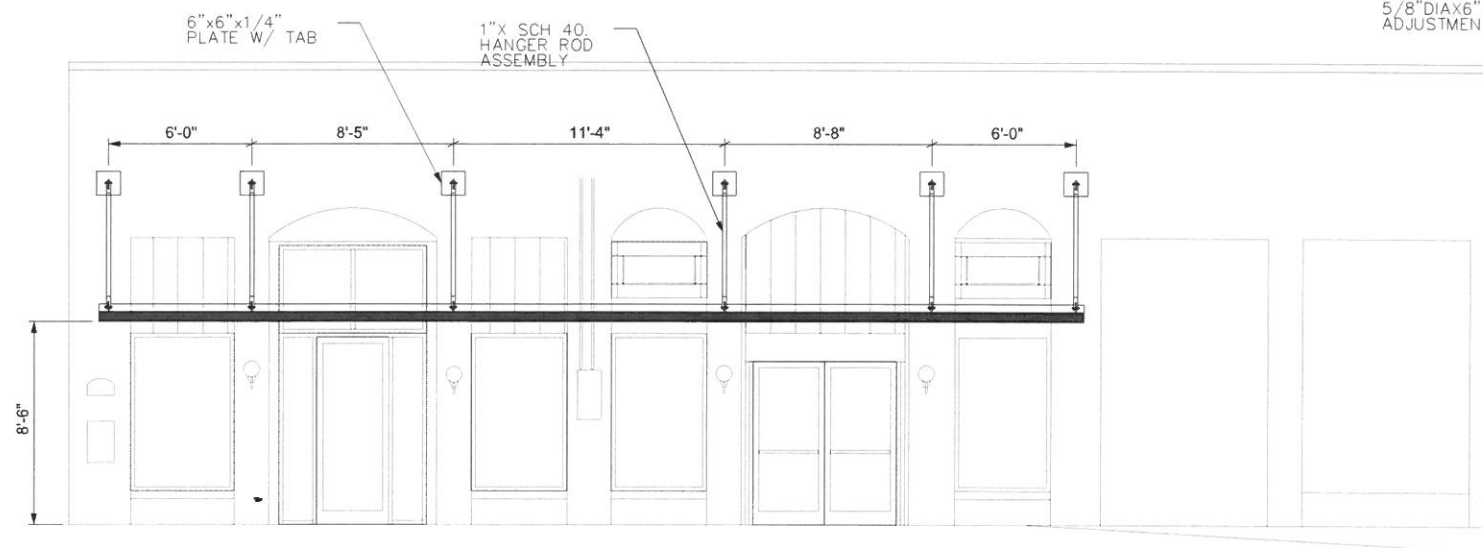
Awning Project
109 E. 7th Street
Georgetown, Texas 78628

Detail
SCALE 1/2"
A2.0
EXHIBIT C

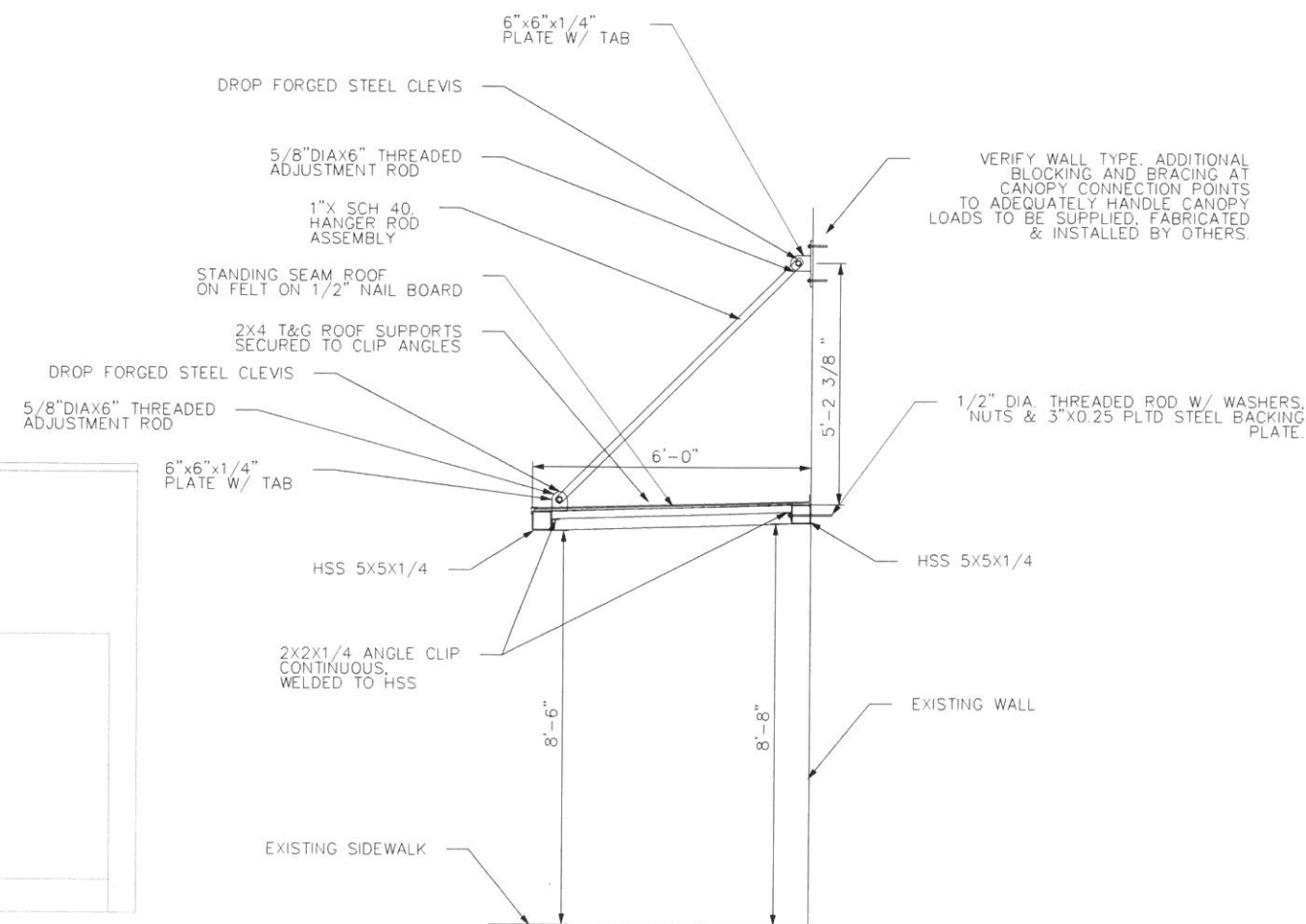




AWNING PLAN VIEW
SCALE: 3/8" = 1'
SCALE (FEET)



ELEVATION VIEW-1
SCALE: 1/4" = 1'
SCALE (FEET)



ELEVATION VIEW-2
SCALE: 1/2" = 1'
SCALE (FEET)



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHARLES A. WITT III, P.E. 114625, ON 12 DEC. 2019.

Charles A. Witt III

1	90% DESIGN SUBMITTAL 31-OCT-19	Date
2	100% DESIGN SUBMITTAL 12-DEC-19	Description
Mark		



ENGINEERING SOLUTIONS
650 SHELL STONE TRAIL
GEORGETOWN, TX 78628
C: 512-639-3131
CO. # F-15327

FRAMING LAYOUT
AWNING PROJECT
109 E. 7TH STREET
GEORGETOWN, TX 78628

SHEETNUMBER

SFR-101

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 Alford, Aleman Properties, LLC, a Texas limited liability company, whose address is PO Box 607, Alamo, Texas 78516 (hereinafter referred to as "LICENSEE"). LICENSOR hereby grants a license, 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 the said LICENSEE to permit awnings to encroach approximately six (6) feet, more or less, into the right of way of East 7th Street, shown on Exhibit "A" (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, or the use of the sidewalk and right of way for it's intended purpose, 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.

[Signature(s) and Acknowledgement on the following page(s)]

SIGNED and Agreed to on this _____ day of _____, 2020.

LICENSOR:
City of Georgetown

LICENSEE:
Alford, Aleman Properties, LLC

By: _____
Sofia Nelson, Director
Planning Department

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2020, 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 WILLIAMSON)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____, as _____, of Alford, Aleman Properties, LLC, a Texas limited liability company.

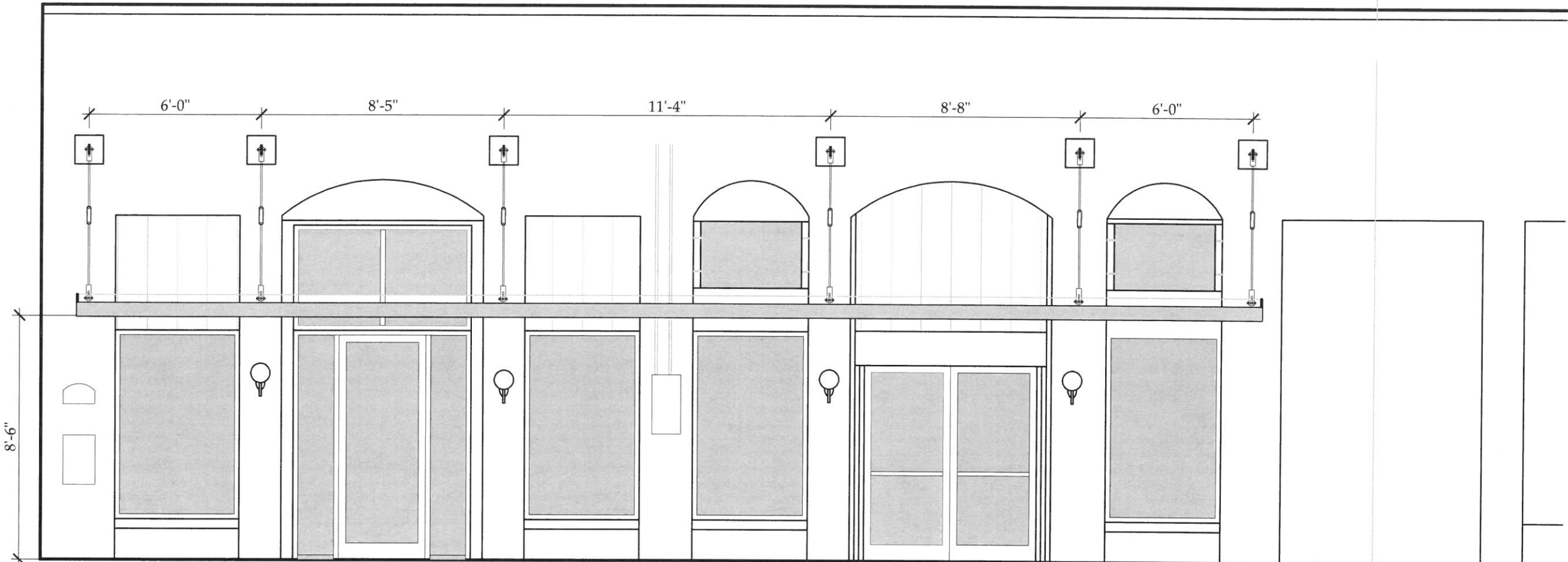
Notary Public, State of Texas

APPROVED AS TO FORM:

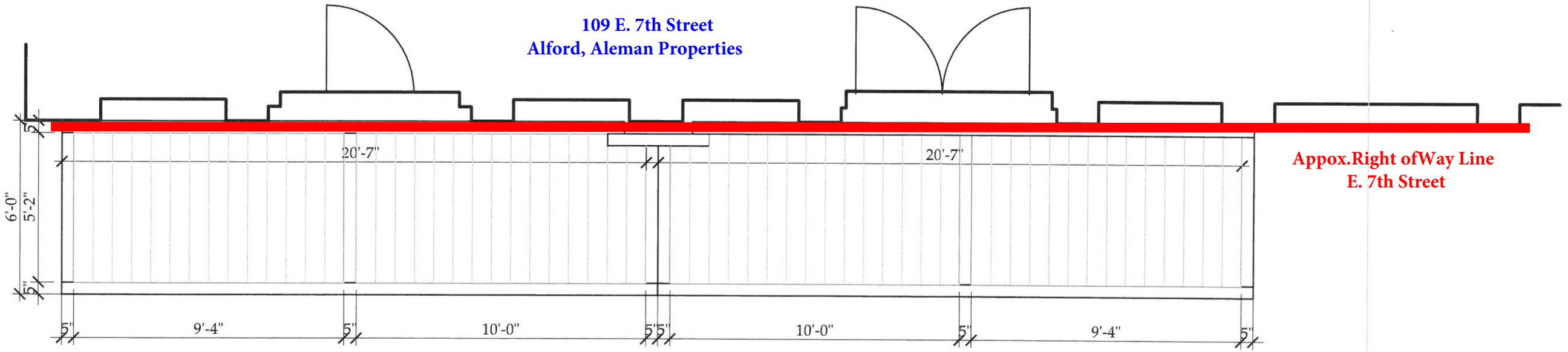
_____ Asst. City Attorney

[Exhibit “A” to Revocable License]

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



ELEVATION



PLAN

DATE:
11.21.2019 rev

PROJECT NO.
19-205

rhadius p.c.
an architectural corporation
112 Rancho Trail Georgetown, Texas 78628
303.594.5959

Awning Project
109 E. 7th Street
Georgetown, Texas 78628

Plan
SCALE 1/4"
A1.0
EXHIBIT C

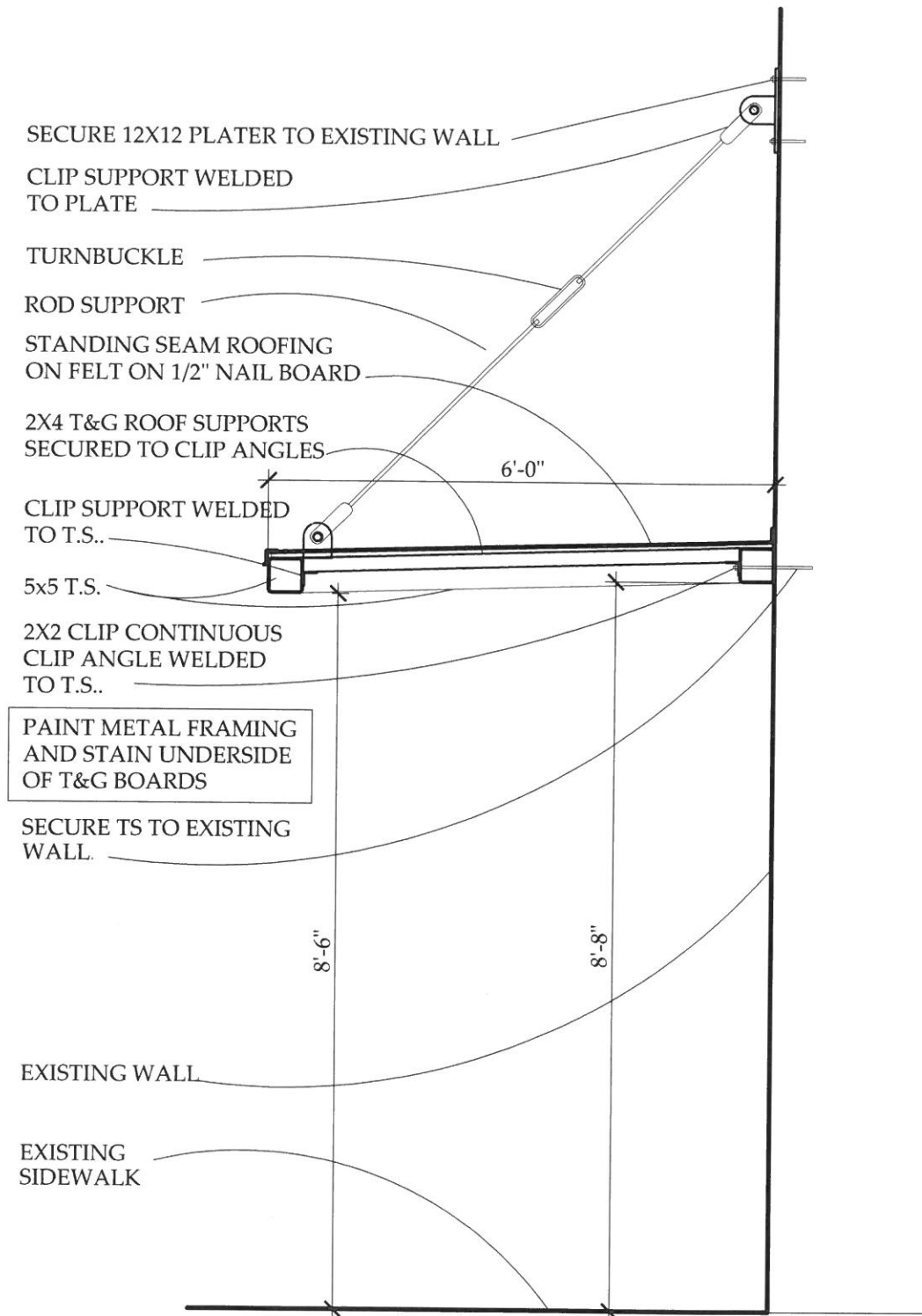
DATE:
11.21.2019 rev

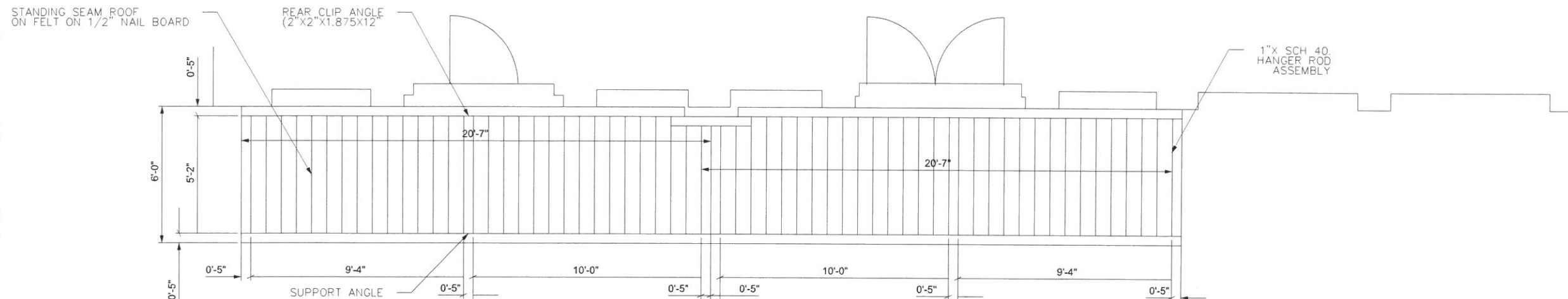
PROJECT NO.
19-205

rhadius p.c.
an architectural corporation
112 Rancho Trail Georgetown, Texas 78628
303.594.5959

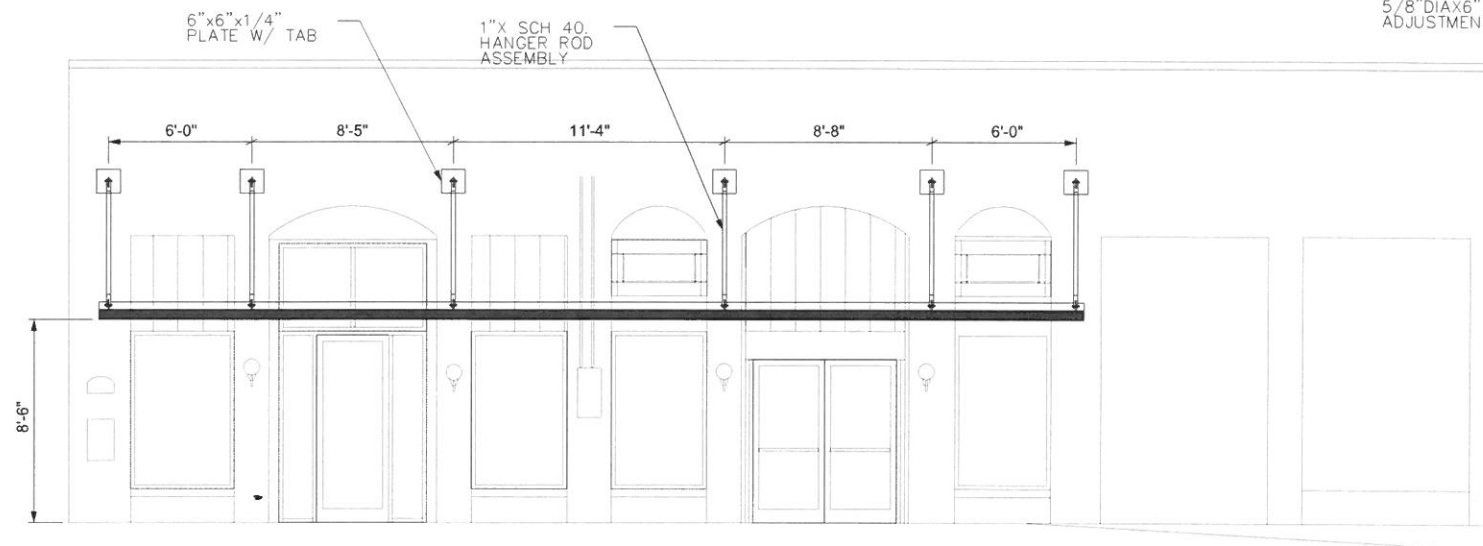
Awning Project
109 E. 7th Street
Georgetown, Texas 78628

Detail
SCALE 1/2"
A2.0
EXHIBIT C

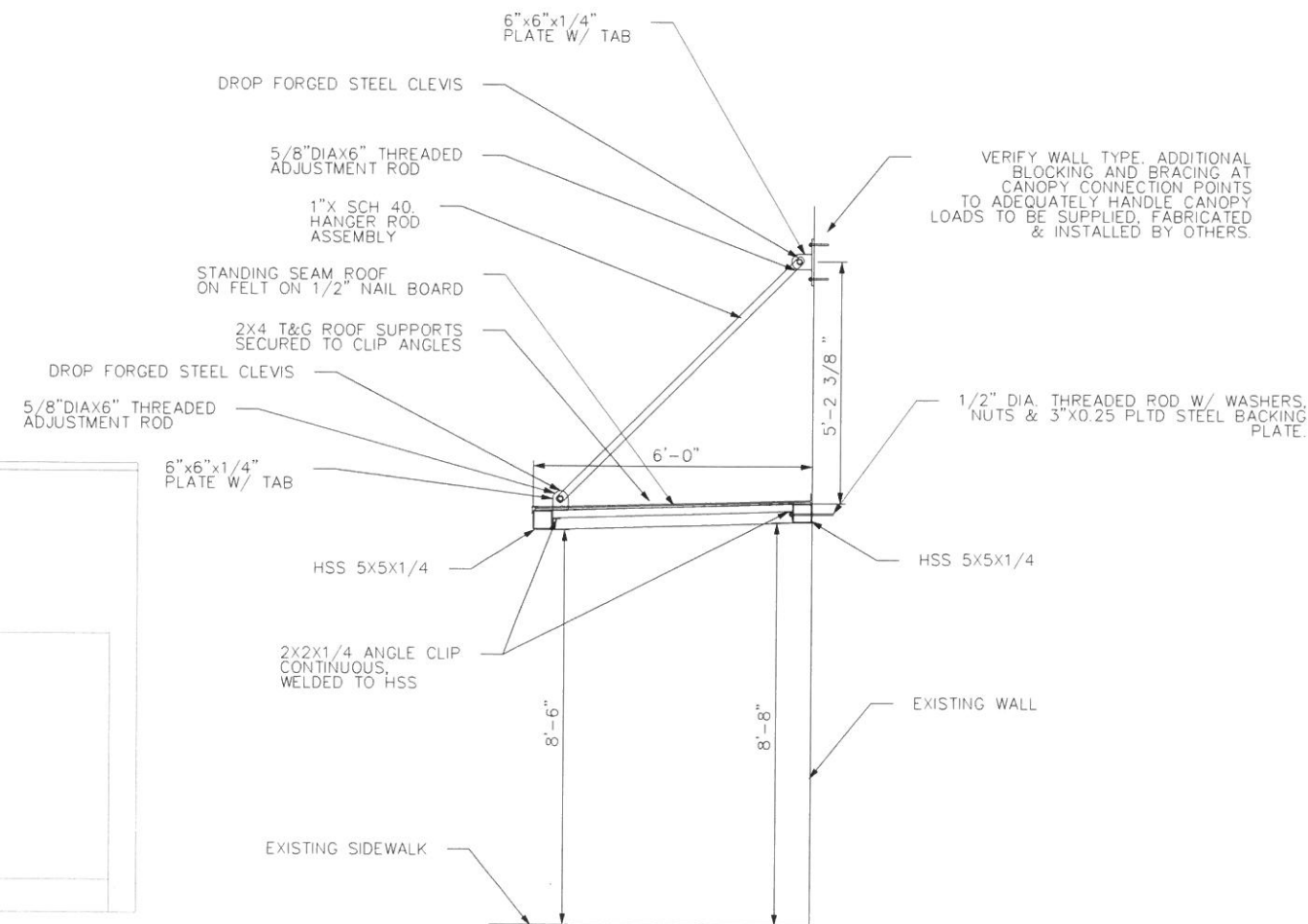




1 AWNING PLAN VIEW
SCALE: 3/8" = 1'
SCALE (FEET)



2 ELEVATION VIEW-1
SCALE: 1/4" = 1'
SCALE (FEET)



3 ELEVATION VIEW-2
SCALE: 1/2" = 1'
SCALE (FEET)



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHARLES A. WITT III, P.E. 114625, ON 12 DEC. 2019.

Charles A. Witt III

1	90% DESIGN SUBMITTAL 31-OCT-19	Date
2	100% DESIGN SUBMITTAL 12-DEC-19	Description
Mark		



ENGINEERING SOLUTIONS
650 SHELL STONE TRAIL
GEORGETOWN, TX 78628
C: 512-639-3131
CO. # F-15327

FRAMING LAYOUT
AWNING PROJECT
109 E. 7TH STREET
GEORGETOWN, TX 78628

SHEETNUMBER
SFR-101

City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

Consideration and possible action to approve a Resolution authorizing the Mayor to execute an Agreement for a Local On-System Improvement (**LOSI**) **Project** with the Texas Department of Transportation (**TxDOT**) for **signal** and **roadway improvements** on **SH29 at Wolf Crossing** -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:

Previously, the Georgetown Transportation Enhancement Corporation (GTEC) agreed to fund a traffic signal relocation and various roadway improvement on SH29, just east of IH35 to help improve the flow of traffic near the existing HEB and Wolf Crossing retail developments. In addition to shifting the traffic signal east, promoting better flow through all intersections in the immediate area, a raised median and multiple turn lanes are proposed with the project.

The proposed agreement dictates terms by which TxDOT will allow these improvements within their right-of-way. The document is a TxDOT standard, very similar to others we have completed and worked under in the past. The document has been reviewed by the City Attorney's Office.

This agreement was approved by Council at the January 28th meeting, but minor revisions describing the project and extending the duration from 6 to 12 months are included in this current version.

Staff and our consulting engineer recommend approval of the revised agreement.

FINANCIAL IMPACT:

There is no direct cost associated with this agreement. The City, specifically GTEC, has agreed to fund all construction costs currently estimated at \$470,936.

SUBMITTED BY:

Wesley Wright

ATTACHMENTS:

Resolution - SH29 Signal

LOSI - SH29 Signal Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS
AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT FOR A LOCAL ON-
SYSTEM IMPROVEMENT PROJECT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION RELATED TO A TRAFFIC SIGNAL RELOCATION ON SH 29 AT
WOLF CROSSING.**

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to accept Local Government funded project performed on the state highway system generally described as a traffic signal relocation on SH29 at Wolf Crossing; and

WHEREAS, the Agreement between TxDOT and the City requires the City be solely responsible for all costs associated with the Project.

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 of the City of Georgetown finds it to be in the best interest of the citizens of Georgetown to enter in the Agreement for a Local On-System Improvement Project with the Texas Department of Transportation related to the relocation of a traffic signal on SH29 at Wolf Crossing.

SECTION THREE. The Mayor is hereby authorized to sign this Resolution and the Advance Funding Agreement and the City Secretary to attest thereto, on behalf of the City.

SECTION FOUR. This Resolution shall become effective on the day 12 of May, 2020

PASSED AND APPROVED on the 12 day of May, 2020.

ATTEST:

CITY OF GEORGETOWN, TEXAS

Robyn Densmore, City Secretary

By: _____
Dale Ross, Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

Resolution No. _____

Date Approved _____

CSJ #	0337-01-047
District #	14-AUS
Code Chart 64 #	16000
Project Name	SH 29 at Wolf Crossing Traffic Signal Relocation

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT **For A** **LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the **City of Georgetown**, acting by and through its duly authorized officials, called the “Local Government.” The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **January 28, 2020**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Project Location Map (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

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2. **Scope of Work**

The Project consists of relocating the traffic signal on SH 29 east of its current location at HEB main entrance, to the new Wolf Crossing Entrance/HEB back entrance in the City of Georgetown, Texas.

3. **Local Project Sources and Uses of Funds**

- A. The total estimated cost of the Project is shown in Attachment C, Local On-System Improvement Project Budget (Attachment C), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment C. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment C. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment C. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment C by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment C is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment C.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within 6 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it

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determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

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Project Name	SH 29 at Wolf Crossing Traffic Signal Relocation

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for

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District #	14-AUS
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Project Name	SH 29 at Wolf Crossing Traffic Signal Relocation

construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
City of Georgetown ATTN: Mayor 808 Martin Luther King, Jr, St. Georgetown, Texas 78626	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

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Code Chart 64 #	16000
Project Name	SH 29 at Wolf Crossing Traffic Signal Relocation

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560

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Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Dale Ross

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

Mayor

Typed or Printed Title

Typed or Printed Title

Date

Date

CSJ #	0337-01-047
District #	14-AUS
Code Chart 64 #	16000
Project Name	SH 29 at Wolf Crossing Traffic Signal Relocation

ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

{Insert Local Government Resolution, Ordinance, or Commissioners Court Order}

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ATTACHMENT B PROJECT LOCATION MAP



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Project Name	SH 29 at Wolf Crossing Traffic Signal Relocation

ATTACHMENT C
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$	
Right of Way	\$	
Engineering	\$30,000	
Utility Work	\$	
Construction	\$400,000	
Subtotal for Project Phases		\$430,000
DIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Environmental	\$2,150	
Right of Way	\$538	
Engineering	\$3,225	
Utility Work	\$538	
Construction	\$15,050	
Subtotal for Direct State Costs		\$21,501
INDIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Subtotal for Indirect State Costs (4.52%)		\$19,436
TOTAL ESTIMATED COST OF PROJECT		\$470,937

\$0.00	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
---------------	--

City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

Consideration and possible action to approve a Resolution authorizing the Mayor to execute an Agreement for a Local On-System Improvement (**LOSI**) **Project** with the Texas Department of Transportation (**TxDOT**) for **intersection improvements** on **SH29** from the **north bound IH35 Frontage Road** to **Scenic Drive** -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:

Previously, the Georgetown Transportation Enhancement Corporation (GTEC) agreed to fund a traffic signal relocation and various roadway improvements on SH29, from the NB IH35 Frontage Road to Scenic Drive, to help improve the flow of traffic near the existing HEB and Wolf Crossing retail developments.

In addition to shifting the traffic signal east, promoting better flow through all intersections in the immediate area, a raised median and multiple turn lanes, and additional pavement markings are proposed with the project.

The proposed agreement dictates terms by which TxDOT will allow these improvements within their right-of-way. The document is a TxDOT standard, very similar to others we have completed and worked under in the past. The project is anticipated to bid early this Summer (FY20).

Staff and our consulting engineer recommend approval of the proposed agreement.

FINANCIAL IMPACT:

There is no direct cost associated with the agreement. The anticipated \$1.25MM improvement costs will be funded by the Georgetown Transportation Enhancement Corporation (GTEC).

SUBMITTED BY:

Wesley Wright

ATTACHMENTS:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS
AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT FOR A LOCAL ON-SYSTEM
IMPROVEMENT PROJECT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION
RELATED TO INTERSECTION IMPROVEMENTS ON SH 29 FROM FRONTAGE ROAD ON
NORTHBOUND IH35 TO SCENIC DRIVE.**

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to accept Local Government funded project performed on the state highway system generally described as intersection improvements including adding turn lanes, a median, pavement markings, and drainage on SH29 from Frontage Road on northbound IH35 to Scenic Drive; and

WHEREAS, the Agreement between TxDOT and the City requires the City be solely responsible for all costs associated with the Project.

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 of the City of Georgetown finds it to be in the best interest of the citizens of Georgetown to enter in the Agreement for a Local On-System Improvement Project with the Texas Department of Transportation related to the intersection improvements on SH29.

SECTION THREE. The Mayor is hereby authorized to sign this Resolution and the Agreement for Local On-System Improvement Project, and the City Secretary to attest thereto, on behalf of the City.

SECTION FOUR. This Resolution shall become effective on the day 12 of May, 2020

PASSED AND APPROVED on the 12 day of May, 2020.

ATTEST:

CITY OF GEORGETOWN, TEXAS

Robyn Densmore, City Secretary

By: _____
Dale Ross, Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

Resolution No. _____

Date Approved _____

CSJ #	0337-01-048
District #	14-AUS
Code Chart 64 #	16000
Project Name	SH 29 median and turn lane improvements

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT **For A** **LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the **City of Georgetown**, acting by and through its duly authorized officials, called the “Local Government.” The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **May 12, 2020**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Project Location Map (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

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2. **Scope of Work**

The Project consists of intersection improvements including adding turn lanes, a median, pavement marking, and drainage on SH 29 from Frontage Road on northbound IH-35 to Scenic Drive in the City of Georgetown, Texas.

3. **Local Project Sources and Uses of Funds**

- A. The total estimated cost of the Project is shown in Attachment C, Local On-System Improvement Project Budget (Attachment C), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment C. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment C. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment C. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment C by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment C is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment C.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within 6 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it

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determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

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- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for

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construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
City of Georgetown ATTN.: Mayor 808 Martin Luther King Jr. St. Georgetown, Texas 78626	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

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15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560

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Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Dale Ross

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

Mayor

Typed or Printed Title

Typed or Printed Title

Date

Date

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ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

{Insert Local Government Resolution, Ordinance, or Commissioners Court Order}

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ATTACHMENT B PROJECT LOCATION MAP



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ATTACHMENT C
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$25,000	
Right of Way	\$100,000	
Engineering	\$75,000	
Utility Work	\$50,000	
Construction	\$1,000,000	
Subtotal for Project Phases		\$1,250,000
DIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Environmental	\$5,000	
Right of Way	\$1,250	
Engineering	\$7,500	
Utility Work	\$1,250	
Construction	\$35,000	
Subtotal for Direct State Costs		\$50,000
INDIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Subtotal for Indirect State Costs (4.52%)		\$56,500
TOTAL ESTIMATED COST OF PROJECT		\$1,356,500

\$0.00	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
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City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

Consideration and possible action to approve an award of a **contract** to **Bruce Flanigan Construction, Inc.** for the **construction** of the **Parkside and Rabbit Hill Water Line Improvements** in the amount of **\$295,295.00** -- Wesley Wright, P.E., Systems Engineering Director, and Michael Hallmark, CIP Manager

ITEM SUMMARY:

This bid contains two projects located at two separate sites - Parkside and Rabbit Hill. Both projects enhance our ability to receive treated water to meet peak demands from Round Rock through recently approved agreements.

The Parkside improvements are along the eastern edge of the Parkside Elementary School located east of the intersection of Garner Park Drive and Parkside Parkway - located in the far southwestern corner of our water service area. These improvements will facilitate our ability to immediately accept treated water from Round Rock under a recently approved agreement.

The Rabbit Hill improvements are in an existing pump station yard located approximately 600 feet west of the intersection of Clearview Drive and Rabbit Hill Road. This project will remove restrictions and allow the city to receive the maximum amount of water available via recently approved Round Rock water agreement.

The project consists of furnishing, installing, and providing all labor and materials required to install approximately 260 linear feet of 2-inch water service line, approximately 219 linear feet of 12-inch potable water line, approximately 1,057 linear feet of 16-inch potable water line, gate valves, an air valve assembly, a check valve assembly, tapping sleeves, drain valves, tree bore, thrust blocks, restraints, erosion controls, revegetation, system connections and appurtenances.

The Parkside and Rabbit Hill Water Line Projects were advertised for public bids on March 25, 2020 and April 1, 2020 in the *Williamson County Sun*. Eighteen (18) bids were received. We have reviewed the information provided by Bruce Flanigan Construction, and we believe that they have the qualifications, experience, personnel and equipment to complete this project. In addition, Bruce Flanigan Construction has successfully completed projects for CDM Smith and for the City of Georgetown in the past.

STAFF RECOMMENDATION:

We recommend that the City of Georgetown award the Parkside and Rabbit Hill Water Line Projects contract in the amount of \$295,295.00 (*total base bid amount*) to Bruce Flanigan Construction, Inc.

This item did not go through the Georgetown Utility Systems Advisory Board (GUS) due to COVID-19.

FINANCIAL IMPACT:

Funds for this expenditure are budgeted in the Water CIP Fund

SUBMITTED BY:

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

ATTACHMENTS:

Letter of Recommendation

Bid Tab



9430 Research Boulevard
Building 1, Suite 200
Austin, Texas 78759
Tel: (512) 346-1100
Fax: (512) 345-1483

April 28, 2020

Mr. Michael Hallmark
City of Georgetown
300 Industrial Avenue
Georgetown, TX 78626

RE: Parkside and Rabbit Hill Water Line Projects
Project Numbers 2JW and 2JY
Recommendation of Award

Dear Mr. Hallmark:

The Parkside and Rabbit Hill Water Line Projects were advertised for public bids on March 25, 2020 and April 1, 2020 in the *Williamson County Sun*. Through our office, we provided plans and specifications to twenty-three (23) interested parties, including general contractors and plan rooms. On April 22, 2020 at 2 p.m. bids were received by the Purchasing Department for the construction of the Parkside and Rabbit Hill Water Line Projects were opened and publicly read aloud via internet conference. Eighteen (18) general contractors requested plans and specifications; eighteen (18) bids were received. Two of the bids were rejected due to missing documents. The remaining sixteen bids are summarized below.

1. Bruce Flanigan Construction, Inc.	\$ 295,295.00
2. Nelson Lewis, Inc.	\$ 361,761.00
3. DeNucci Constructors, LLC	\$ 364,037.00
4. Royal Vista	\$ 365,541.00
5. QA Construction Services Inc.	\$ 365,775.00
6. Joe Bland Construction, LP	\$ 370,478.00
7. M&C Fonseca Construction Co., Inc.	\$ 408,580.00
8. JKB Construction Company, LLC	\$ 427,777.77
9. Liberty Civil Construction LLC	\$ 428,214.60
10. Austin Engineering Company, Inc.	\$ 428,914.50
11. Atlas Construction	\$ 437,680.00
12. Westar Construction Inc.	\$ 443,482.75
13. PGC General Contractors	\$ 463,061.00
14. Qro Mex Construction Company, Inc.	\$ 502,874.50
15. MA Smith Contracting Co., Inc.	\$ 518,195.00
16. Black Castle General Contractors	\$ 542,102.00

Two of the bids contained minor math errors, however, none of the lowest five bids were affected. A tabulation of all the bid items is attached. The low bidder on the project is Bruce Flanigan Construction, Inc. (Flanigan).



Mr. Michael Hallmark
April 28, 2020
Page 2

The engineer's estimate for the project was \$400,000.00.

Enclosed in the bid package, each of the bidders submitted a Statement of Bidder's Experience (Section 00400). We have reviewed the information provided by Flanigan, and we believe that they have the qualifications, experience, personnel and equipment to complete this project. In addition, Mr. Flanigan has successfully completed projects for CDM Smith and for the City of Georgetown in the past.

Note that Mr. Flanigan's bid is over \$66,000 lower than the second low bidder and that the bids from Contractors 2 through 5 were tightly packed between \$361K and \$366K. We discussed this disparity with Mr. Flanigan and he indicated that he anticipates a slowdown in the short-term construction market and was therefore aggressive with his bid. He is nonetheless comfortable that he can complete the project for the amount bid.

We recommend that the City of Georgetown award the Parkside and Rabbit Hill Water Line Projects contract in the amount of \$295,295.00 (*total base bid amount*) to Bruce Flanigan Construction, Inc.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Alan D. Rhames'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Alan D. Rhames, P.E.
CDM Smith Inc.
TBPE Firm Registration No. F-3043

ATTACHMENT ENCLOSED

cc: Wesley Wright, P.E. / City of Georgetown
Daniel Havins / City of Georgetown
Allen Woelke, P.E. / CDM Smith



Parkside and Rabbit Hill Water Line Projects
 Projects No. 2JW and 2JY
BID TABULATION SUMMARY
 Bid Date: 4/22/2020
 Engineer's Estimate: \$400,000

Approved Bidders	Bever Farnigan Construction, Inc.	Nelson Lewis, Inc.	DeNucci Constructors, LLC	Royal Vista	QA Construction Services Inc.	Joe Bland Construction, LP	M&C Femeco Construction Co., Inc.	JNB Construction Company, LLC
Acknowledged all Addenda	✓	✓	✓	✓	✓	✓	✓	✓
Provide Bid Security (5%)	✓	✓	✓	✓	✓	✓	✓	✓
Provide Information from DD400	✓	✓	✓	Deferred	Deferred	Deferred	Deferred	✓
Parkside Water Bid	\$213,482.90	\$261,637.00	\$281,644.00	\$273,131.00	\$263,101.50	\$272,739.00	\$279,127.50	\$330,243.25
Rabbit Hill Water Bid	\$81,832.10	\$100,124.00	\$82,393.00	\$92,409.00	\$102,673.50	\$97,738.00	\$128,452.50	\$97,534.52
Total - Base Bid	\$295,315.00	\$361,761.00	\$364,037.00	\$365,541.00	\$365,775.00	\$370,477.00	\$408,580.00	\$427,777.77

Approved Bidders	Liberty Civil Construction LLC	Austin Engineering Co., Inc.	Atlas Construction	Wester	PGC General Contractors	Gro Max Construction Company, Inc.	MA Smith Contracting Co Inc.	Black Castle General Contractors
Acknowledged all Addenda	✓	✓	✓	✓	✓	✓	✓	✓
Provide Bid Security (5%)	✓	✓	✓	✓	✓	✓	✓	✓
Provide Information from DD400	Deferred	✓	✓	✓	Deferred	Deferred	Deferred	✓
Parkside Base Bid	\$303,533.15	\$303,943.00	\$314,505.00	\$336,367.50	\$312,091.00	\$357,000.50	\$377,287.00	\$383,864.00
Rabbit Hill Base Bid	\$137,681.45	\$134,072.50	\$133,175.00	\$107,115.25	\$138,970.00	\$145,784.00	\$140,808.00	\$160,318.00
Total - Base Bid	\$441,214.60	\$438,015.50	\$447,680.00	\$443,482.75	\$451,061.00	\$502,784.50	\$518,195.00	\$544,182.00

CITY OF GEORGETOWN

BID DATE: 04/22/2020 Parkside and Rabbit Hill Water Line Projects Projects No. 21W and 21Y DETAIL BID TABS ENGINEER'S ESTIMATE: \$400,000											
Bidders				Bruce Flanigan Construction, Inc.		Nelson Lewis, Inc.		DeNucci Constructors, LLC		Royal Vista	
Acknowledged all Addenda				✓		✓		✓		✓	
Provide Bid Security (5%)				✓		✓		✓		✓	
Provide Information from DD400				✓		✓		✓		Deferred	
Item	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Insurance, Bonds and Mobilization/Demobilization Related Expenses not to exceed 5% of Total Bid for Parkside 16-Inch Water Line	1	LS	\$9,545.00	\$9,545.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00
2	Parkside Storm Water Pollution Prevention Plan (SWPPP) and SWPPP Implementation, including installing the stabilized construction entrances, silt fence, mulch sock, tree protection fencing and other required temporary sedimentation and erosion control best management and tree protection practices as required by the drawings and the SWPPP plan, complete in place as detailed and specified, including maintenance and removal.	1	LS	\$11,174.00	\$11,174.00	\$5,500.00	\$5,500.00	\$2,400.00	\$2,400.00	\$9,000.00	\$9,000.00
3	Parkside Removal and Replacement of Existing Fencing, including excavation, replacement materials, concrete, backfill, temporary fencing and appurtenances, complete in place as detailed and specified, including maintenance and removal.	1	LF	\$859.00	\$859.00	\$2,000.00	\$2,000.00	\$800.00	\$800.00	\$5,000.00	\$5,000.00
4	Repair of Existing Gravel Trail and Graveled Areas, including removal and stockpiling of existing materials, excavation, backfill, compaction, grading, replacement materials, and appurtenances, complete in place as detailed and specified, including maintenance and removal.	1	LF	\$6,232.00	\$6,232.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
5	Parkside Site and Right-of-Way Preparation, including clearing, grubbing, and appurtenances, complete in place as detailed and specified.	4390	SY	\$0.90	\$3,951.00	\$3.00	\$13,170.00	\$1.00	\$4,390.00	\$1.50	\$6,585.00
6	Parkside Trench Safety Plan and Implementation, as required for all excavations deeper than five feet, complete in place as detailed and specified.	1057	LF	\$1.50	\$1,585.50	\$1.00	\$1,057.00	\$2.00	\$2,114.00	\$1.00	\$1,057.00
7	Furnish and Install 2-inch Potable Water Service Line, including fittings, restraints, excavation, dewatering, bedding, backfill, and trench surface restoration complete in place as detailed and specified.	260	LF	\$34.90	\$9,074.00	\$12.00	\$3,120.00	\$40.00	\$10,400.00	\$18.00	\$4,680.00
8	Furnish and Install 16-inch Class 250 AWWA C151 Unrestrained Ductile Iron Pipe including fittings, excavation, dewatering, bedding, backfill, tracer wire and trench surface restoration complete in place as detailed and specified.	577	LF	\$94.80	\$54,699.60	\$130.00	\$75,010.00	\$120.00	\$69,240.00	\$130.00	\$75,010.00
9	Furnish and Install 16-inch Class 250 AWWA C151 Restrained Ductile Iron Pipe (by open cut and in tree bore) including fittings, restraints, excavation, dewatering, bedding, backfill, tracer wire and trench surface restoration complete in place as detailed and specified.	480	LF	\$126.40	\$60,672.00	\$160.00	\$76,800.00	\$140.00	\$67,200.00	\$145.00	\$69,600.00
10	Install Uncased Tree Bore, including setup, excavation, bore pits, boring, dewatering, grouting, backfill and appurtenances, complete in place as detailed and specified.	64	LF	\$209.20	\$13,388.80	\$330.00	\$21,120.00	\$425.00	\$27,200.00	\$375.00	\$24,000.00
11	Furnish and Install 1-Inch Combination Air Vacuum Valve (CAV), including excavation, piping, fittings, concrete manhole, ring and cover, air piping extensions, pipe supports, backfill and appurtenances, complete in place as detailed and specified.	1	EA	\$3,439.00	\$3,439.00	\$5,500.00	\$5,500.00	\$2,600.00	\$2,600.00	\$2,800.00	\$2,800.00
12	Furnish and Install Connection to Existing Water Service Line including excavation, fittings, adapters, meter box, backfill and appurtenances, complete in place as detailed and specified.	1	LS	\$2,794.00	\$2,794.00	\$3,200.00	\$3,200.00	\$2,800.00	\$2,800.00	\$2,100.00	\$2,100.00
13	Furnish and Install Direct Bury 16-Inch Gate Valve with Tracer Wire Test Station, including excavation, piping, connections, adapters, restraints, backfill, tracer wire, concrete casings and appurtenances, complete in place as detailed and specified.	2	EA	\$6,675.00	\$13,350.00	\$8,000.00	\$16,000.00	\$22,000.00	\$44,000.00	\$9,500.00	\$19,000.00
14	Furnish Parkside Pressure and Leak Testing of Potable Water Pipelines, complete in place as detailed and specified.	1	LS	\$1,403.00	\$1,403.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
15	Furnish Parkside Disinfection of Potable Water Pipelines, complete in place as detailed and specified.	1	LS	\$838.00	\$838.00	\$500.00	\$500.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00
16	Provide Re-vegetation at Parkside from Station 0+00 to Station 10+40 using Bermuda Grass Sod, complete in place as detailed and specified.	2800	SY	\$3.60	\$10,080.00	\$5.00	\$14,000.00	\$8.00	\$22,400.00	\$5.00	\$14,000.00
17	Provide Re-vegetation at Parkside past Station 10+40 using hydromulch, complete in place as detailed and specified.	800	SY	\$2.50	\$2,000.00	\$1.20	\$960.00	\$1.00	\$800.00	\$3.00	\$2,400.00
18	Traffic Control Plan for Vehicles and Pedestrians and Implementation, including engineered drawings, signs, barricades, coordination with Williamson County, channeling devices and appurtenances, complete in place.	1	LS	\$1,662.00	\$1,662.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$11,500.00	\$11,500.00
19	Parkside Project Sign as required by the City of Georgetown, including sign manufacture, sign installation and sign removal. Complete in place.	1	EA	\$1,236.00	\$1,236.00	\$2,500.00	\$2,500.00	\$800.00	\$800.00	\$900.00	\$900.00
20	Allowance to be used for additional site improvements, landscaping and miscellaneous modifications at Parkside, only if approved by Owner.	1	LS	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
21	Furnish Insurance, Bonds and Mobilization/Demobilization Related Expenses not to exceed 5% of Total Bid for Rabbit Hill 12-Inch Water Line.	1	LS	\$3,296.00	\$3,296.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$4,400.00	\$4,400.00
22	Furnish and Install Rabbit Hill Storm Water Pollution Prevention Plan (SWPPP) and SWPPP Implementation, including installing the stabilized construction entrances, silt fence, mulch sock and other required temporary sedimentation and erosion control best management and tree protection practices as required by the drawings and the SWPPP plan, complete in place as detailed and specified, including maintenance and removal.	1	LS	\$1,712.00	\$1,712.00	\$3,000.00	\$3,000.00	\$2,400.00	\$2,400.00	\$6,500.00	\$6,500.00
23	Furnish Rabbit Hill Repair Site and Right-of-Way Preparation, including clearing, grubbing, and appurtenances, complete in place as detailed and specified.	750	SY	\$2.10	\$1,575.00	\$3.00	\$2,250.00	\$1.00	\$750.00	\$1.50	\$1,125.00
24	Furnish and Install Rabbit Hill Trench Safety Plan and Implementation, as required for all excavations deeper than five feet, complete in place as detailed and specified.	219	LF	\$1.50	\$328.50	\$1.00	\$219.00	\$2.00	\$438.00	\$1.00	\$219.00
25	Furnish and Install 12-inch Class 350 AWWA C151 Restrained Ductile Iron Pipe or 12-inch DR18 AWWA C900 Restrained PVC Pipe including restraints, restrained fittings, excavation, dewatering, bedding, backfill, tracer wire and trench surface restoration complete in place as detailed and specified.	219	LF	\$80.40	\$17,607.60	\$95.00	\$20,805.00	\$145.00	\$31,755.00	\$85.00	\$18,615.00
26	Furnish and Install Connection to Existing 12-Inch Water Line including excavation, 12-inch x 12-inch ductile iron tapping sleeve, 12-inch tapping gate valve, thrust block, restrained fittings, tap, bedding, backfill and appurtenances, complete in place as detailed and specified.	1	LS	\$7,950.00	\$7,950.00	\$11,000.00	\$11,000.00	\$2,800.00	\$2,800.00	\$11,000.00	\$11,000.00
27	Furnish and Install Connection to Existing 24-Inch Water Line including excavation, 24-inch x 12-inch ductile iron tapping sleeve, tapping gate valve, thrust block, fittings, tap, bedding, backfill and appurtenances, complete in place as detailed and specified.	1	LS	\$15,797.00	\$15,797.00	\$21,000.00	\$21,000.00	\$3,200.00	\$3,200.00	\$18,500.00	\$18,500.00
28	Furnish and Install 12-Inch Check Valve Assembly including excavation, fittings, restraints, pipe, check valve, adapters, manhole, manhole ring and cover, bedding, backfill and appurtenances, complete in place as detailed and specified.	1	LS	\$18,167.00	\$18,167.00	\$22,000.00	\$22,000.00	\$26,000.00	\$26,000.00	\$19,700.00	\$19,700.00
29	Furnish and Install 6-Inch Drain Valve Assembly including excavation, 12-inch x 6-inch tee, 6-inch gate valve, Gate Valve with Tracer Wire Test Station, including excavation, piping, connections, adapters, restraints, backfill, tracer wire, concrete casings and appurtenances, complete in place as detailed and specified.	2	EA	\$3,889.00	\$7,778.00	\$3,800.00	\$7,600.00	\$2,200.00	\$4,400.00	\$2,350.00	\$4,700.00
30	Furnish Rabbit Hill Pressure and Leak Testing of Potable Water Pipelines, complete in place as detailed and specified.	1	LS	\$671.00	\$671.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00
31	Furnish Rabbit Hill Disinfection of Potable Water Pipelines, complete in place as detailed and specified.	1	LS	\$419.00	\$419.00	\$500.00	\$500.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00
32	Provide Re-vegetation at Rabbit Hill using hydromulch, complete in place as detailed and specified.	750	SY	\$3.70	\$2,775.00	\$1.00	\$750.00	\$1.00	\$750.00	\$3.00	\$2,250.00
33	Rabbit Hill Project Sign as required by the City of Georgetown, including sign manufacture, sign installation and sign removal. Complete in place.	1	EA	\$1,236.00	\$1,236.00	\$4,000.00	\$4,000.00	\$800.00	\$800.00	\$900.00	\$900.00
34	Allowance to be used for additional site improvements, landscaping and miscellaneous modifications at Rabbit Hill, only if approved by Owner.	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
TOTAL AMOUNT BID				=	\$295,295.00	=	\$361,761.00	=	\$364,037.00	=	\$365,541.00

CITY OF GEORGETOWN

BID DATE: 04/22/2020 Parkside and Rabbit Hill Water Line Projects Projects No. 21W and 21Y DETAIL BID TABS ENGINEER'S ESTIMATE: \$400,000											
Bidders:				QA Construction Services Inc.		Joe Bland Construction, LP		M&C Fonseca Construction Co., Inc.		JKB Construction Company, LLC	
Acknowledged all Addenda				Y		Y		Y		Y	
Provide Bid Security (5%)				Y		Y		Y		Y	
Provide Information from 00400				Deferred		Deferred		Deferred		Deferred	
Item	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Insurance, Bonds and Mobilization/Demobilization Related Expenses not to exceed 5% of Total Bid for Parkside 16-Inch Water Line.	1	LS	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00	\$13,000.00	\$13,000.00	\$16,500.00	\$16,500.00
2	Parkside Storm Water Pollution Prevention Plan (SWPPP) and SWPPP Implementation, including installing the stabilized construction entrances, silt fence, mulch sock, tree protection fencing and other required temporary sedimentation and erosion control best management and tree protection practices as required by the drawings and the SWPPP plan, complete in place as detailed and specified, including maintenance and removal.	1	LS	\$18,000.00	\$18,000.00	\$6,200.00	\$6,200.00	\$14,000.00	\$14,000.00	\$9,933.00	\$9,933.00
3	Parkside Removal and Replacement of Existing Fencing, including excavation, replacement materials, concrete, backfill, temporary fencing and appurtenances, complete in place as detailed and specified, including maintenance and removal.	1	LF	\$7,500.00	\$7,500.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$45,784.00	\$45,784.00
4	Repair of Existing Gravel Trail and Graveled Areas, including removal and stockpiling of existing materials, excavation, backfill, compaction, grading, replacement materials, and appurtenances, complete in place as detailed and specified, including maintenance and removal.	1	LF	\$8,000.00	\$8,000.00	\$23,200.00	\$23,200.00	\$7,200.00	\$7,200.00	\$10,422.00	\$10,422.00
5	Parkside Site and Right-of-Way Preparation, including clearing, grubbing, and appurtenances, complete in place as detailed and specified.	4390	SY	\$3.00	\$13,170.00	\$1.00	\$4,390.00	\$2.00	\$8,780.00	\$1.50	\$6,585.00
6	Parkside Trench Safety Plan and Implementation, as required for all excavations deeper than five feet, complete in place as detailed and specified.	1057	LF	\$1.50	\$1,585.50	\$1.00	\$1,057.00	\$2.50	\$2,642.50	\$1.00	\$1,057.00
7	Furnish and Install 2-inch Potable Water Service Line, including fittings, restraints, excavation, dewatering, bedding, backfill, and trench surface restoration complete in place as detailed and specified.	260	LF	\$45.00	\$11,700.00	\$35.00	\$9,100.00	\$26.00	\$6,760.00	\$34.00	\$8,840.00
8	Furnish and Install 16-inch Class 250 AWWA C151 Unrestrained Ductile Iron Pipe including fittings, excavation, dewatering, bedding, backfill, tracer wire and trench surface restoration complete in place as detailed and specified.	577	LF	\$88.00	\$50,776.00	\$101.00	\$58,277.00	\$105.00	\$60,585.00	\$116.50	\$67,220.50
9	Furnish and Install 16-inch Class 250 AWWA C151 Restrained Ductile Iron Pipe (by open cut and in tree bore) including fittings, restraints, excavation, dewatering, bedding, backfill, tracer wire and trench surface restoration complete in place as detailed and specified.	480	LF	\$106.00	\$50,880.00	\$130.00	\$62,400.00	\$145.00	\$69,600.00	\$136.50	\$65,520.00
10	Install Uncased Tree Bore, including setup, excavation, bore pits, boring, dewatering, grouting, backfill and appurtenances, complete in place as detailed and specified.	64	LF	\$480.00	\$30,720.00	\$720.00	\$46,080.00	\$450.00	\$28,800.00	\$454.50	\$29,088.00
11	Furnish and Install 1-inch Combination Air Vacuum Valve (CAV), including excavation, piping, fittings, concrete manhole, ring and cover, air piping extensions, pipe supports, backfill and appurtenances, complete in place as detailed and specified.	1	EA	\$5,500.00	\$5,500.00	\$4,400.00	\$4,400.00	\$6,000.00	\$6,000.00	\$4,854.00	\$4,854.00
12	Furnish and Install Connection to Existing Water Service Line including excavation, fittings, adapters, meter box, backfill and appurtenances, complete in place as detailed and specified.	1	LS	\$4,500.00	\$4,500.00	\$4,250.00	\$4,250.00	\$4,200.00	\$4,200.00	\$1,804.00	\$1,804.00
13	Furnish and Install Direct Bury 16-Inch Gate Valve with Tracer Wire Test Station, including excavation, piping, connections, adapters, restraints, backfill, tracer wire, concrete casings and appurtenances, complete in place as detailed and specified.	2	EA	\$15,000.00	\$30,000.00	\$7,700.00	\$15,400.00	\$8,500.00	\$17,000.00	\$11,999.00	\$23,998.00
14	Furnish Parkside Pressure and Leak Testing of Potable Water Pipelines, complete in place as detailed and specified.	1	LS	\$3,000.00	\$3,000.00	\$1,285.00	\$1,285.00	\$3,500.00	\$3,500.00	\$3,033.75	\$3,033.75
15	Furnish Parkside Disinfection of Potable Water Pipelines, complete in place as detailed and specified.	1	LS	\$3,500.00	\$3,500.00	\$1,600.00	\$1,600.00	\$2,500.00	\$2,500.00	\$2,809.00	\$2,809.00
16	Provide Re-vegetation at Parkside from Station 0+00 to Station 10+40 using Bermuda Grass Seed, complete in place as detailed and specified.	2800	SY	\$0.70	\$1,960.00	\$6.00	\$16,800.00	\$6.45	\$18,060.00	\$9.00	\$25,200.00
17	Provide Re-vegetation at Parkside past Station 10+40 using hydromulch, complete in place as detailed and specified.	800	SY	\$0.70	\$560.00	\$1.00	\$800.00	\$2.50	\$2,000.00	\$4.50	\$3,600.00
18	Traffic Control Plan for Vehicles and Pedestrians and Implementation, including engineered drawings, signs, barricades, coordination with Wilkerson County, channeling devices and appurtenances, complete in place.	1	LS	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,809.00	\$2,809.00
19	Parkside Project Sign as required by the City of Georgetown, including sign manufacture, sign installation and sign removal. Complete in place.	1	EA	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,686.00	\$1,686.00
20	Allowance to be used for additional site improvements, landscaping and miscellaneous modifications at Parkside, only if approved by Owner.	1	LS	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
21	Furnish Insurance, Bonds and Mobilization/Demobilization Related Expenses not to exceed 5% of Total Bid for Rabbit Hill 12-Inch Water Line.	1	LS	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$3,731.77	\$3,731.77
22	Furnish and Install Rabbit Hill Storm Water Pollution Prevention Plan (SWPPP) and SWPPP Implementation, including installing the stabilized construction entrances, silt fence, mulch sock and other required temporary sedimentation and erosion control best management and tree protection practices as required by the drawings and the SWPPP plan, complete in place as detailed and specified, including maintenance and removal.	1	LS	\$10,924.00	\$10,924.00	\$4,380.00	\$4,380.00	\$6,500.00	\$6,500.00	\$1,686.00	\$1,686.00
23	Furnish Rabbit Hill Repair Site and Right-of-Way Preparation, including clearing, grubbing, and appurtenances, complete in place as detailed and specified.	750	SY	\$3.00	\$2,250.00	\$1.00	\$750.00	\$2.00	\$1,500.00	\$6.50	\$4,875.00
24	Furnish and Install Rabbit Hill Trench Safety Plan and Implementation, as required for all excavations deeper than five feet, complete in place as detailed and specified.	219	LF	\$1.50	\$328.50	\$1.00	\$219.00	\$2.50	\$547.50	\$11.75	\$2,573.25
25	Furnish and Install 12-inch Class 350 AWWA C151 Restrained Ductile Iron Pipe or 12-inch DR18 AWWA C900 Restrained PVC Pipe including restraints, restrained fittings, excavation, dewatering, bedding, backfill, tracer wire and trench surface restoration complete in place as detailed and specified.	219	LF	\$84.00	\$18,396.00	\$100.00	\$21,900.00	\$95.00	\$20,805.00	\$117.50	\$25,732.50
26	Furnish and Install Connection to Existing 12-Inch Water Line including excavation, 12-inch x 12-inch ductile iron tapping sleeve, 12-inch tapping gate valve, thrust block, restrained fittings, tap, bedding, backfill and appurtenances, complete in place as detailed and specified.	1	LS	\$10,500.00	\$10,500.00	\$14,000.00	\$14,000.00	\$20,000.00	\$20,000.00	\$7,200.00	\$7,200.00
27	Furnish and Install Connection to Existing 24-Inch Water Line including excavation, 24-inch x 12-inch ductile iron tapping sleeve, tapping gate valve, thrust block, fittings, tap, bedding, backfill and appurtenances, complete in place as detailed and specified.	1	LS	\$18,000.00	\$18,000.00	\$23,000.00	\$23,000.00	\$29,000.00	\$29,000.00	\$11,133.00	\$11,133.00
28	Furnish and Install 12-inch Check Valve Assembly including excavation, fittings, restraints, pipe, check valve, adapters, manhole, manhole ring and cover, bedding, backfill and appurtenances, complete in place as detailed and specified.	1	LS	\$18,000.00	\$18,000.00	\$12,000.00	\$12,000.00	\$25,000.00	\$25,000.00	\$22,625.00	\$22,625.00
29	Furnish and Install 6-inch Drain Valve Assembly including excavation, 12-inch x 6-inch tee, 6-inch gate valve, Gate Valve with Tracer Wire Test Station, including excavation, piping, connections, adapters, restraints, backfill, tracer wire, concrete casings and appurtenances, complete in place as detailed and specified.	2	EA	\$3,500.00	\$7,000.00	\$4,620.00	\$9,240.00	\$3,800.00	\$7,600.00	\$2,531.00	\$5,062.00
30	Furnish Rabbit Hill Pressure and Leak Testing of Potable Water Pipelines, complete in place as detailed and specified.	1	LS	\$3,000.00	\$3,000.00	\$250.00	\$250.00	\$3,500.00	\$3,500.00	\$1,686.00	\$1,686.00
31	Furnish Rabbit Hill Disinfection of Potable Water Pipelines, complete in place as detailed and specified.	1	LS	\$3,500.00	\$3,500.00	\$250.00	\$250.00	\$2,500.00	\$2,500.00	\$2,544.00	\$2,544.00
32	Provide Re-vegetation at Rabbit Hill using hydromulch, complete in place as detailed and specified.	750	SY	\$0.70	\$525.00	\$1.00	\$750.00	\$2.00	\$1,500.00	\$6.00	\$4,500.00
33	Rabbit Hill Project Sign as required by the City of Georgetown, including sign manufacture, sign installation and sign removal. Complete in place.	1	EA	\$750.00	\$750.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,686.00	\$1,686.00
34	Allowance to be used for additional site improvements, landscaping and miscellaneous modifications at Rabbit Hill, only if approved by Owner.	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
TOTAL AMOUNT BID				-	\$365,775.00	-	\$370,478.00	-	\$408,580.00	-	\$427,777.77

CITY OF GEORGETOWN

BID DATE: 04/22/2020 Parkside and Rabbit Hill Water Line Projects Projects No. 21W and 21Y DETAIL BID TABS ENGINEER'S ESTIMATE: \$400,000											
Bidders				Liberty Civil Construction LLC		Austin Engineering Co., Inc.		Atlas Construction		Westar	
Acknowledged all Addenda				✓		✓		✓		✓	
Provide Bid Security (5%)				✓		✓		✓		✓	
Provide Information from 00400				Deferred		✓		✓		✓	
Item	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Insurance, Bonds and Mobilization/Demobilization Related Expenses not to exceed 5% of Total Bid For Parkside 16-inch Water Line.	1	LS	\$12,700.00	\$12,700.00	\$17,000.00	\$17,000.00	\$15,000.00	\$15,000.00	\$15,400.00	\$15,400.00
2	Parkside Storm Water Pollution Prevention Plan (SWPPP) and SWPPP Implementation, including installing the stabilized construction entrances, silt fence, mulch sock, tree protection fencing and other required temporary sedimentation and erosion control best management and tree protection practices as required by the drawings and the SWPPP plan, complete in place as detailed and specified, including maintenance and removal.	1	LS	\$7,100.00	\$7,100.00	\$7,000.00	\$7,000.00	\$25,000.00	\$25,000.00	\$8,500.00	\$8,500.00
3	Parkside Removal and Replacement of Existing Fencing, including excavation, replacement materials, concrete, backfill, temporary fencing and appurtenances, complete in place as detailed and specified, including maintenance and removal.	1	LF	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$30,000.00	\$30,000.00	\$2,000.00	\$2,000.00
4	Repair of Existing Gravel Trail and Graveled Areas, including removal and stockpiling of existing materials, excavation, backfill, compaction, grading, replacement materials, and appurtenances, complete in place as detailed and specified, including maintenance and removal.	1	LF	\$22,800.00	\$22,800.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$17,000.00	\$17,000.00
5	Parkside Site and Right-of-Way Preparation, including clearing, grubbing, and appurtenances, complete in place as detailed and specified.	4390	SY	\$2.52	\$11,062.80	\$1.25	\$5,487.50	\$5.00	\$21,950.00	\$3.25	\$14,267.50
6	Parkside Trench Safety Plan and Implementation, as required for all excavations deeper than five feet, complete in place as detailed and specified.	1057	LF	\$0.55	\$581.35	\$2.50	\$2,642.50	\$5.00	\$5,285.00	\$3.50	\$3,699.50
7	Furnish and install 2-inch Potable Water Service Line, including fittings, restraints, excavation, dewatering, bedding, backfill, and trench surface restoration complete in place as detailed and specified.	260	LF	\$27.60	\$7,176.00	\$58.00	\$15,080.00	\$25.00	\$6,500.00	\$41.70	\$10,842.00
8	Furnish and install 16-inch Class 250 AWWA C151 Unreinforced Ductile Iron Pipe including fittings, excavation, dewatering, bedding, backfill, tracer wire and trench surface restoration complete in place as detailed and specified.	577	LF	\$89.00	\$51,353.00	\$116.00	\$66,932.00	\$110.00	\$63,470.00	\$146.50	\$84,530.50
9	Furnish and install 16-inch Class 250 AWWA C151 Reinforced Ductile Iron Pipe (by open cut and in tree bore) including fittings, restraints, excavation, dewatering, bedding, backfill, tracer wire and trench surface restoration complete in place as detailed and specified.	480	LF	\$111.00	\$53,280.00	\$140.00	\$67,200.00	\$130.00	\$62,400.00	\$184.00	\$88,320.00
10	Install Uncased Tree Bore, including setup, excavation, bore pits, boring, dewatering, grouting, backfill and appurtenances, complete in place as detailed and specified.	64	LF	\$745.00	\$47,680.00	\$695.00	\$44,480.00	\$300.00	\$19,200.00	\$522.00	\$33,408.00
11	Furnish and install 1-inch Combination Air Vacuum Valve (CAV), including excavation, piping, fittings, concrete manhole, ring and cover, air piping extensions, pipe supports, backfill and appurtenances, complete in place as detailed and specified.	1	EA	\$3,500.00	\$3,500.00	\$7,800.00	\$7,800.00	\$4,500.00	\$4,500.00	\$3,500.00	\$3,500.00
12	Furnish and install Connection to Existing Water Service Line including excavation, fittings, adapters, meter box, backfill and appurtenances, complete in place as detailed and specified.	1	LS	\$10,000.00	\$10,000.00	\$820.00	\$820.00	\$2,500.00	\$2,500.00	\$2,100.00	\$2,100.00
13	Furnish and install Direct Bury 16-inch Gate Valve with Tracer Wire Test Station, including excavation, piping, connections, adapters, restraints, backfill, tracer wire, concrete casings and appurtenances, complete in place as detailed and specified.	2	EA	\$7,500.00	\$15,000.00	\$8,000.00	\$16,000.00	\$9,000.00	\$18,000.00	\$8,700.00	\$17,400.00
14	Furnish Parkside Pressure and Leak Testing of Potable Water Pipelines, complete in place as detailed and specified.	1	LS	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,250.00	\$2,250.00
15	Furnish Parkside Disinfection of Potable Water Pipelines, complete in place as detailed and specified.	1	LS	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
16	Provide Re-vegetation at Parkside from Station 0+00 to Station 10+40 using Bermuda Grass Sod, complete in place as detailed and specified.	2800	SY	\$10.00	\$28,000.00	\$10.00	\$28,000.00	\$5.00	\$14,000.00	\$5.50	\$15,400.00
17	Provide Re-vegetation at Parkside past Station 10+40 using hydromulch, complete in place as detailed and specified.	800	SY	\$4.00	\$3,200.00	\$2.00	\$1,600.00	\$5.00	\$4,000.00	\$3.75	\$3,000.00
18	Traffic Control Plan for Vehicles and Pedestrians and Implementation, including engineered drawings, signs, barricades, coordination with Williamson County, channeling devices and appurtenances, complete in place.	1	LS	\$4,200.00	\$4,200.00	\$3,600.00	\$3,600.00	\$4,200.00	\$4,200.00	\$6,500.00	\$6,500.00
19	Parkside Project Sign as required by the City of Georgetown, including sign manufacture, sign installation and sign removal. Complete in place.	1	EA	\$2,200.00	\$2,200.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00
20	Allowance to be used for additional site improvements, landscaping and miscellaneous modifications at Parkside, only if approved by Owner.	1	LS	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
21	Furnish Insurance, Bonds and Mobilization/Demobilization Related Expenses not to exceed 5% of Total Bid For Rabbit Hill 12-inch Water Line.	1	LS	\$10,750.00	\$10,750.00	\$11,000.00	\$11,000.00	\$6,000.00	\$6,000.00	\$4,900.00	\$4,900.00
22	Furnish and install Rabbit Hill Storm Water Pollution Prevention Plan (SWPPP) and SWPPP Implementation, including installing the stabilized construction entrances, silt fence, mulch sock and other required temporary sedimentation and erosion control best management and tree protection practices as required by the drawings and the SWPPP plan, complete in place as detailed and specified, including maintenance and removal.	1	LS	\$3,630.00	\$3,630.00	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00
23	Furnish Rabbit Hill Repair Site and Right-of-Way Preparation, including clearing, grubbing, and appurtenances, complete in place as detailed and specified.	750	SY	\$7.00	\$5,250.00	\$1.00	\$750.00	\$5.00	\$3,750.00	\$3.25	\$2,437.50
24	Furnish and install Rabbit Hill Trench Safety Plan and Implementation, as required for all excavations deeper than five feet, complete in place as detailed and specified.	219	LF	\$0.55	\$120.45	\$2.50	\$547.50	\$5.00	\$1,095.00	\$3.75	\$821.25
25	Furnish and install 12-inch Class 350 AWWA C151 Reinforced Ductile Iron Pipe or 12-inch D118 AWWA C900 Reinforced PVC Pipe including restraints, restrained fittings, excavation, dewatering, bedding, backfill, tracer wire and trench surface restoration complete in place as detailed and specified.	219	LF	\$79.00	\$17,301.00	\$125.00	\$27,375.00	\$100.00	\$21,900.00	\$101.00	\$22,119.00
26	Furnish and install Connection to Existing 12-inch Water Line including excavation, 12-inch x 12-inch ductile iron tapping sleeve, 12-inch tapping gate valve, thrust block, fittings, tap, bedding, backfill and appurtenances, complete in place as detailed and specified.	1	LS	\$16,500.00	\$16,500.00	\$13,000.00	\$13,000.00	\$11,500.00	\$11,500.00	\$9,500.00	\$9,500.00
27	Furnish and install Connection to Existing 24-inch Water Line including excavation, 24-inch x 12-inch ductile iron tapping sleeve, tapping gate valve, thrust block, fittings, tap, bedding, backfill and appurtenances, complete in place as detailed and specified.	1	LS	\$25,500.00	\$25,500.00	\$16,000.00	\$16,000.00	\$22,715.00	\$22,715.00	\$16,150.00	\$16,150.00
28	Furnish and install 12-inch Check Valve Assembly including excavation, fittings, restraints, pipe, check valve, adapters, manhole, manhole ring and cover, bedding, backfill and appurtenances, complete in place as detailed and specified.	1	LS	\$29,300.00	\$29,300.00	\$30,000.00	\$30,000.00	\$22,215.00	\$22,215.00	\$26,500.00	\$26,500.00
29	Furnish and install 6-inch Drain Valve Assembly including excavation, 12-inch x 6-inch tee, 6-inch gate valve, Gate Valve with Tracer Wire Test Station, including excavation, piping, connections, adapters, restraints, backfill, tracer wire, concrete casings and appurtenances, complete in place as detailed and specified.	2	EA	\$3,600.00	\$7,200.00	\$4,000.00	\$8,000.00	\$6,500.00	\$13,000.00	\$4,700.00	\$8,400.00
30	Furnish Rabbit Hill Pressure and Leak Testing of Potable Water Pipelines, complete in place as detailed and specified.	1	LS	\$490.00	\$490.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,750.00	\$1,750.00
31	Furnish Rabbit Hill Disinfection of Potable Water Pipelines, complete in place as detailed and specified.	1	LS	\$3,900.00	\$3,900.00	\$2,000.00	\$2,000.00	\$1,250.00	\$1,250.00	\$1,100.00	\$1,100.00
32	Provide Re-vegetation at Rabbit Hill using hydromulch, complete in place as detailed and specified.	750	SY	\$4.00	\$3,000.00	\$4.00	\$3,000.00	\$5.00	\$3,750.00	\$4.25	\$3,187.50
33	Rabbit Hill Project Sign as required by the City of Georgetown, including sign manufacture, sign installation and sign removal. Complete in place.	1	EA	\$2,240.00	\$2,240.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00
34	Allowance to be used for additional site improvements, landscaping and miscellaneous modifications at Rabbit Hill, only if approved by Owner.	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
TOTAL AMOUNT BID					\$428,214.60		\$428,914.50		\$437,680.00		\$443,482.75

CITY OF GEORGETOWN

BID DATE: 04/22/2020 Parkside and Rabbit Hill Water Line Projects Projects No. 21W and 21Y DETAIL BID TABS ENGINEER'S ESTIMATE: \$400,000											
Bidders				PGC General Contractors		Qro Mex Construction Company, Inc.		MA Smith Contracting Co Inc.		Black Castle General Contractors	
Acknowledged all Addenda				✓		✓		✓		✓	
Provide Bid Security (5%)				✓		✓		✓		✓	
Provide Information from 00400				Deferred		Deferred		Deferred		✓	
Item	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Insurance, Bonds and Mobilization/Demobilization Related Expenses not to exceed 5% of Total Bid For Parkside 16-inch Water Line.	1	LS	\$11,600.00	\$11,600.00	\$40,000.00	\$40,000.00	\$17,000.00	\$17,000.00	\$22,800.00	\$22,800.00
2	Parkside Storm Water Pollution Prevention Plan (SWPPP) and SWPPP Implementation, including installing the stabilized construction entrances, silt fence, mulch sock, tree protection fencing and other required temporary sedimentation and erosion control best management and tree protection practices as required by the drawings and the SWPPP plan, complete in place as detailed and specified, including maintenance and removal.	1	LS	\$12,100.00	\$12,100.00	\$78,000.00	\$78,000.00	\$15,000.00	\$15,000.00	\$3,100.00	\$3,100.00
3	Parkside Removal and Replacement of Existing Fencing, including excavation, replacement materials, concrete, backfill, temporary fencing and appurtenances, complete in place as detailed and specified, including maintenance and removal.	1	LF	\$6,050.00	\$6,050.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$9,200.00	\$9,200.00
4	Repair of Existing Gravel Trail and Graveled Areas, including removal and stockpiling of existing materials, excavation, backfill, compaction, grading, replacement materials, and appurtenances, complete in place as detailed and specified, including maintenance and removal.	1	LF	\$9,200.00	\$9,200.00	\$25,000.00	\$25,000.00	\$6,000.00	\$6,000.00	\$3,100.00	\$3,100.00
5	Parkside Site and Right-of-Way Preparation, including clearing, grubbing, and appurtenances, complete in place as detailed and specified.	4390	SY	\$5.50	\$24,145.00	\$3.50	\$15,365.00	\$5.00	\$21,950.00	\$1.00	\$4,390.00
6	Parkside Trench Safety Plan and Implementation, as required for all excavations deeper than five feet, complete in place as detailed and specified.	1057	LF	\$13.00	\$13,741.00	\$1.50	\$1,585.50	\$1.00	\$1,057.00	\$1.00	\$1,057.00
7	Furnish and Install 2-inch Potable Water Service Line, including fittings, restraints, excavation, dewatering, bedding, backfill, and trench surface restoration complete in place as detailed and specified.	260	LF	\$47.00	\$12,220.00	\$22.00	\$5,720.00	\$30.00	\$7,800.00	\$53.00	\$13,780.00
8	Furnish and Install 16-inch Class 250 AWWA C151 Unreinforced Ductile Iron Pipe including fittings, excavation, dewatering, bedding, backfill, tracer wire and trench surface restoration complete in place as detailed and specified.	577	LF	\$110.00	\$63,470.00	\$120.00	\$69,240.00	\$140.00	\$80,780.00	\$225.00	\$129,825.00
9	Furnish and Install 16-inch Class 250 AWWA C151 Reinforced Ductile Iron Pipe (by open cut and in tree bore) including fittings, restraints, excavation, dewatering, bedding, backfill, tracer wire and trench surface restoration complete in place as detailed and specified.	480	LF	\$150.00	\$72,000.00	\$98.00	\$47,040.00	\$170.00	\$81,600.00	\$221.00	\$106,080.00
10	Install Uncased Tree Bore, including setup, excavation, bore pits, boring, dewatering, grouting, backfill and appurtenances, complete in place as detailed and specified.	64	LF	\$350.00	\$22,400.00	\$420.00	\$26,880.00	\$800.00	\$51,200.00	\$572.00	\$36,608.00
11	Furnish and Install 4-inch Combination Air Vacuum Valve (CAV), including excavation, piping, fittings, concrete manhole, ring and cover, air piping extensions, pipe supports, backfill and appurtenances, complete in place as detailed and specified.	1	EA	\$8,675.00	\$8,675.00	\$5,100.00	\$5,100.00	\$5,600.00	\$5,600.00	\$5,200.00	\$5,200.00
12	Furnish and Install Connection to Existing Water Service Line including excavation, fittings, adapters, meter box, backfill and appurtenances, complete in place as detailed and specified.	1	LS	\$4,825.00	\$4,825.00	\$3,200.00	\$3,200.00	\$6,000.00	\$6,000.00	\$6,600.00	\$6,600.00
13	Furnish and Install Direct Bury 16-inch Gate Valve with Tracer Wire Test Station, including excavation, piping, connections, adapters, restraints, backfill, tracer wire, concrete casings and appurtenances, complete in place as detailed and specified.	2	EA	\$9,750.00	\$19,500.00	\$8,430.00	\$16,860.00	\$11,000.00	\$22,000.00	\$9,000.00	\$18,000.00
14	Furnish Parkside Pressure and Leak Testing of Potable Water Pipelines, complete in place as detailed and specified.	1	LS	\$2,550.00	\$2,550.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,812.00	\$2,812.00
15	Furnish Parkside Disinfection of Potable Water Pipelines, complete in place as detailed and specified.	1	LS	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$2,812.00	\$2,812.00
16	Provide Re-vegetation at Parkside from Station 0+00 to Station 10+40 using Bermuda Grass Sod, complete in place as detailed and specified.	2800	SY	\$8.30	\$23,240.00	\$9.00	\$25,200.00	\$8.00	\$22,400.00	\$1.00	\$2,800.00
17	Provide Re-vegetation at Parkside from Station 10+40 using hydromulch, complete in place as detailed and specified.	800	SY	\$8.75	\$7,000.00	\$3.00	\$2,400.00	\$3.00	\$2,400.00	\$1.00	\$800.00
18	Traffic Control Plan for Vehicles and Pedestrians and Implementation, including engineered drawings, signs, barricades, coordination with Williamson County, channeling devices and appurtenances, complete in place.	1	LS	\$8,675.00	\$8,675.00	\$12,000.00	\$12,000.00	\$8,000.00	\$8,000.00	\$3,700.00	\$3,700.00
19	Parkside Project Sign as required by the City of Georgetown, including sign manufacture, sign installation and sign removal. Complete in place.	1	EA	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$3,700.00	\$3,700.00
20	Allowance to be used for additional site improvements, landscaping and miscellaneous modifications at Parkside, only if approved by Owner.	1	LS	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
21	Furnish Insurance, Bonds and Mobilization/Demobilization Related Expenses not to exceed 5% of Total Bid For Rabbit Hill 12-inch Water Line.	1	LS	\$6,800.00	\$6,800.00	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$22,800.00	\$22,800.00
22	Furnish and Install Rabbit Hill Storm Water Pollution Prevention Plan (SWPPP) and SWPPP Implementation, including installing the stabilized construction entrances, silt fence, mulch sock and other required temporary sedimentation and erosion control best management and tree protection practices as required by the drawings and the SWPPP plan, complete in place as detailed and specified, including maintenance and removal.	1	LS	\$9,700.00	\$9,700.00	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00	\$3,100.00	\$3,100.00
23	Furnish Rabbit Hill Right-of-Way Preparation, including clearing, grubbing, and appurtenances, complete in place as detailed and specified.	750	SY	\$13.00	\$9,750.00	\$10.00	\$7,500.00	\$15.00	\$11,250.00	\$1.00	\$750.00
24	Furnish and Install Rabbit Hill Trench Safety Plan and Implementation, as required for all excavations deeper than five feet, complete in place as detailed and specified.	219	LF	\$18.00	\$3,942.00	\$6.00	\$1,314.00	\$2.00	\$438.00	\$1.00	\$219.00
25	Furnish and Install 12-inch Class 350 AWWA C151 Reinforced Ductile Iron Pipe or 12-inch DR18 AWWA C900 Reinforced PVC Pipe including restraints, restrained fittings, excavation, dewatering, bedding, backfill, tracer wire and trench surface restoration complete in place as detailed and specified.	219	LF	\$77.00	\$16,863.00	\$130.00	\$28,470.00	\$130.00	\$28,470.00	\$205.00	\$44,895.00
26	Furnish and Install Connection to Existing 12-inch Water Line including excavation, 12-inch x 12-inch ductile iron tapping sleeve, 12-inch tapping gate valve, thrust block, restrained fittings, tap, bedding, backfill and appurtenances, complete in place as detailed and specified.	1	LS	\$11,500.00	\$11,500.00	\$9,000.00	\$9,000.00	\$12,000.00	\$12,000.00	\$18,200.00	\$18,200.00
27	Furnish and Install Connection to Existing 24-inch Water Line including excavation, 24-inch x 12-inch ductile iron tapping sleeve, tapping gate valve, thrust block, fittings, tap, bedding, backfill and appurtenances, complete in place as detailed and specified.	1	LS	\$20,500.00	\$20,500.00	\$19,000.00	\$19,000.00	\$27,000.00	\$27,000.00	\$24,200.00	\$24,200.00
28	Furnish and Install 12-inch Check Valve Assembly including excavation, fittings, restraints, pipe, check valve, adapters, manhole, manhole ring and cover, bedding, backfill and appurtenances, complete in place as detailed and specified.	1	LS	\$27,675.00	\$27,675.00	\$26,000.00	\$26,000.00	\$24,000.00	\$24,000.00	\$18,000.00	\$18,000.00
29	Furnish and Install 8-inch Drain Valve Assembly including excavation, 12-inch x 6-inch tee, 8-inch gate valve, Gate Valve with Tracer Wire Test Station, including excavation, piping, connections, adapters, restraints, backfill, tracer wire, concrete casings and appurtenances, complete in place as detailed and specified.	2	EA	\$5,435.00	\$10,870.00	\$8,000.00	\$16,000.00	\$5,000.00	\$10,000.00	\$9,100.00	\$18,200.00
30	Furnish Rabbit Hill Pressure and Leak Testing of Potable Water Pipelines, complete in place as detailed and specified.	1	LS	\$2,720.00	\$2,720.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$2,812.00	\$2,812.00
31	Furnish Rabbit Hill Disinfection of Potable Water Pipelines, complete in place as detailed and specified.	1	LS	\$2,400.00	\$2,400.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,812.00	\$2,812.00
32	Provide Re-vegetation at Rabbit Hill using hydromulch, complete in place as detailed and specified.	750	SY	\$5.00	\$3,750.00	\$2.00	\$1,500.00	\$3.00	\$2,250.00	\$1.00	\$750.00
33	Rabbit Hill Project Sign as required by the City of Georgetown, including sign manufacture, sign installation and sign removal. Complete in place.	1	EA	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
34	Allowance to be used for additional site improvements, landscaping and miscellaneous modifications at Rabbit Hill, only if approved by Owner.	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
TOTAL AMOUNT BID				-	\$463,061.00	-	\$502,874.50	-	\$518,195.00	-	\$542,102.00

City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

Consideration and possible action to approve a **Municipal Services Agreement** with **Charles J. Johnson** and **Janice Lynn Dees** for the provision of municipal services to an approximately **22.27-acre** tract of land out of the Barney C. Low Survey, Abstract No. 385 and a **1.99-acre portion** of **Westinghouse Road**, a right-of-way of varying width described to the City of Georgetown, Texas, generally located at **1100 and 1200 Westinghouse Road, upon annexation** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is requesting annexation for a 24.26-acre tract generally located at 1100 and 1200 Westinghouse Rd. The subject property has a Future Land Use designation of Regional Center.

In 2011, these properties were included as a part of a City initiated involuntary annexation. The two property owners consented to annexation agreements (Exhibits 3 and 4) to delay any involuntary annexation for at least 15 years. The agreements also give the property owner the right to make a request for voluntary annexation at any time. Approximately, one acre out of these properties was excluded from this agreement to allow an existing homestead to be incorporated into the city limits.

The item under consideration tonight is to approve the municipal services agreement required for voluntary annexation submitted in accordance with State Law.

Meeting Schedule:

- 5/12/2020 – City Council Approves Municipal Services Agreement - TONIGHT
- 5/19/2020 - P&Z Public Hearing & Recommendation on Initial Zoning
- 6/9/2020 – City Council Public Hearing and First Reading of Ordinance
- 6/23/2020 – 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, Senior Planner

ATTACHMENTS:

Exhibit 1 - Location Map

Exhibit 2 - Proposed Municipal Services Agreement and Field Notes

Exhibit 3 - Dees 2011 Annexation Development Agreement

Exhibit 4 - Johnson 2011 Annexation Development Agreement

Presentation



Exhibit #1



Site

Parcels

City Limits

Georgetown ETJ

0 250 500 Feet

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF GEORGETOWN, TEXAS
AND CHARLES J. JOHNSON AND JANICE LYNN DEES

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 Charles J. Johnson and Janice Lynn Dees (collectively, "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 1100 and 1200 Westinghouse Road, which consists of approximately 22.27 acres of land and 1.99 acres of right-of-way on Westinghouse 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. 2020-4-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:

Dale Ross
Mayor

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

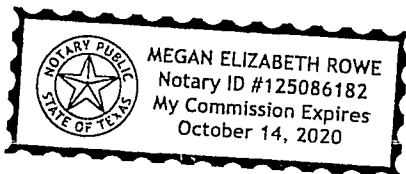
(CHARLES J. JOHNSON)

By: *Charles J. Johnson*
(Charles J. Johnson)

State of Texas
County of Williamson

Before me, (Megan Rowe), on this day personally appeared
Charles L. Johnson, known to me (or proved to me on the oath of
_____ or through (Texas Bank & Trust) 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 13th day of April, (year). 2020



Megan Rowe
Notary Public's Signature

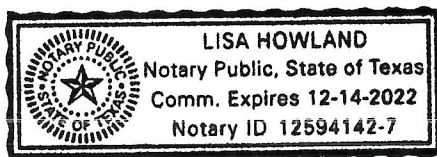
JANICE LYNN DEES

By: Janice Lynn Dees
(Janice Lynn Dees)

State of Texas
County of Rockwall

Before me, (Lisa Howland ^{LH}), on this day personally appeared
Janice Lynn Dees, known to me (or proved to me on the oath of
_____ or through (Texas Drivers License) 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 15 day of April, (year). 2020



Lisa Howland
Notary Public's Signature

EXHIBIT A

DESCRIPTION

DESCRIBING A 1.99 ACRE TRACT OF LAND IN THE BARNEY C. LOW SURVEY A-385 AND THE J. S. PATTERSON SURVEY A-502, WILLIAMSON COUNTY, TEXAS, SAME BEING ADJACENT TO THE FOLLOWING FIVE TRACTS OF LAND:

- 1) THE NORTH LINE OF THAT CERTAIN 11.26 ACRE TRACT OF LAND DESCRIBED IN A REPLACEMENT WARRANTY DEED TO JOHN MARTIN DEES AND WIFE, JANICE LYNN DEES, EXECUTED ON DECEMBER 2, 2010 AND RECORDED IN DOCUMENT NUMBER 2011002616, OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE,
- 2) THE NORTH LINE OF THE REMNANT PORTION OF THAT CERTAIN 2.0 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO CHARLES J. JOHNSON AND WIFE, VIRGINIA L. JOHNSON, EXECUTED ON DECEMBER 16, 1974 AND RECORDED IN VOLUME 601, PAGE 68, DEED RECORDS OF SAID COUNTY AND STATE,
- 3) THE NORTH LINE OF THE REMNANT PORTION OF THAT CERTAIN 60.00 ACRE TRACT OF LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED TO CHARLES J. JOHNSON, EXECUTED ON AUGUST 18, 1981 AND RECORDED IN VOLUME 848, PAGE 817, DEED RECORDS OF SAID COUNTY AND STATE,
- 4) A PORTION OF THE SOUTH LINE OF THAT CERTAIN 70.08 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO GR WINDMILL HILL, LLC, EXECUTED ON DECEMBER 12, 2017 AND RECORDED IN DOCUMENT NUMBER 2017114635, OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE,
- 5) A PORTION OF THE SOUTH LINE OF WINDMILL HILL PHASE 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2016081826, OFFICIAL PUBLIC RECORDS OF SAID COUTNY AND STATE,

SAID 1.99 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron rod found at the northeast corner of said remnant portion of 60.00 acre tract, same being the southeast corner of that certain 0.130 of an acre tract of described as Exhibit "B" in a deed to Williamson County, Texas as recorded in Document Number 2008011388, Official Public Records of said County and State, in the south right-of-way line of Westinghouse Road and in the west line of that certain 15.933 acre tract of land described in a deed to GT-WR DEVELOPMENT I, LLC as recorded in Document Number 2017119571, Official Public Records of said County and State;

THENCE, with the north line of said remnant portion of 60.00 acre tract, the north line of the remnant portion of said 2.0 acre tract, and the north line of said 11.26 acre tract, same being the south line of those tracts of land described as Exhibits "A", "B" and "C" of said deed recorded in Document Number 2008011388, Official Public Records of said County and State and the south line of said Westinghouse Road, the following three courses:

- 1) S72°16'54"W, 205.40 feet to an iron rod found;
- 2) Along a curve to the left having a radius of 4944.00 feet, an arc length of 225.93 feet, a central angle of 2°37'06" and a chord which bears S70°52'17"W, 225.91 feet to an iron rod found;
- 3) S69°29'47"W, 400.90 feet to an iron rod found at the northwest corner of said 11.26 acre tract, same being the southwest corner of said tract described as Exhibit "C" and the northeast corner of that certain 11.5029 acre tract of land described in a deed to DPS Georgetown 2000, LLC as recorded in Document Number 2017011892, Official Public Records of said County and State;

THENCE, through the interior of said Westinghouse Road, N20°15'34"W, 102.71 feet to a calculated point in the north line of said Westinghouse Road, same being the south line of said 70.08 acre tract, from which an iron rod found bear S69°44'26"W, 460.42 feet;

THENCE, with the north line of said Westinghouse Road, same being the south line of said 70.08 acre tract and the south line of said Windmill Hill Phase 1, the following three courses:

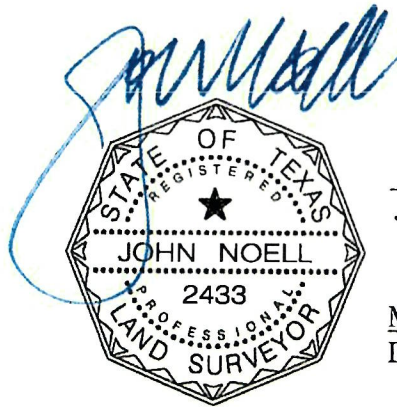
- 1) N69°44'26"E, 534.89 feet to an iron rod found;
- 2) N69°43'11"E, 180.11 feet to an iron rod found;
- 3) N69°44'33"E, 116.95 feet to a calculated point from which an iron rod found bears N69°44'33"E, 24.33 feet;

THENCE, through the interior of said Westinghouse Road, S20°15'27"E, 114.62 feet to the POINT OF BEGINNING and containing 1.99 acres of land.

EXHIBIT "A"
Dunaway/UDG #6252
F.N. #1559

Barney C. Low Survey A-385
J. S. Patterson Survey A-502
Williamson County, Texas
Page 3 of 4

Field Notes Prepared by:
Dunaway/UDG
5707 Southwest Parkway
Building 2, Suite 250
Austin, Texas 78735
(512) 306-8252
TBPLS NO. 10065900
Map attached.

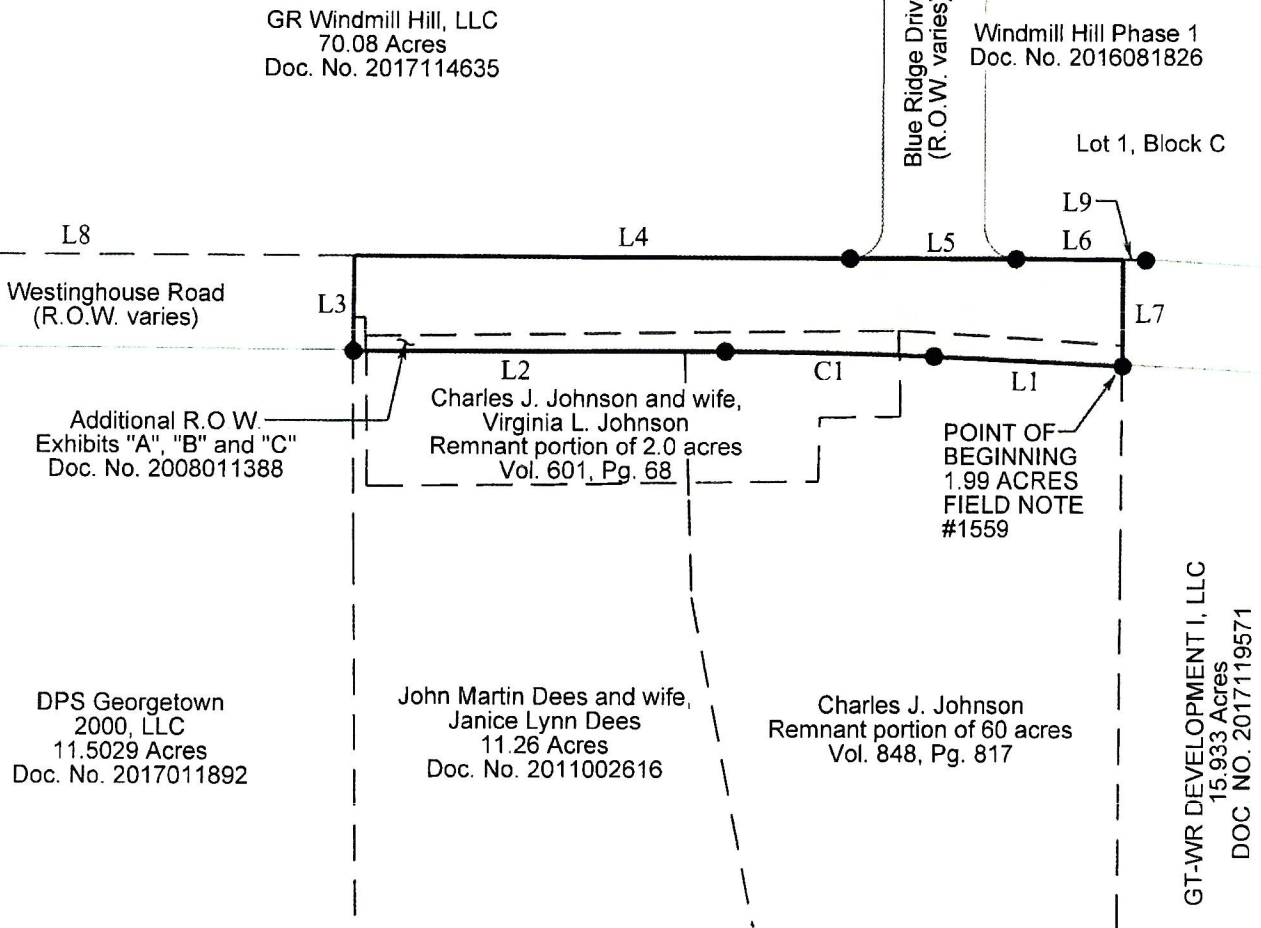


John Noell, R.P.L.S. #2433

March 11, 2020
Date

Basis of Bearings: Bearings shown hereon are based on the Texas State Plane Coordinate System Nad83 (1986 adjustment), Texas Central Zone (4203). All bearings, distances and acreages shown hereon relate to this datum and grid coordinate system.

References: WCAD: Adjacent to R508658, R039947, R039939, R040479, R449699
and R551679 Austin Grid: MM-49



LEGEND

- IRON ROD FOUND



SCALE: 1" = 200'

CURVE TABLE

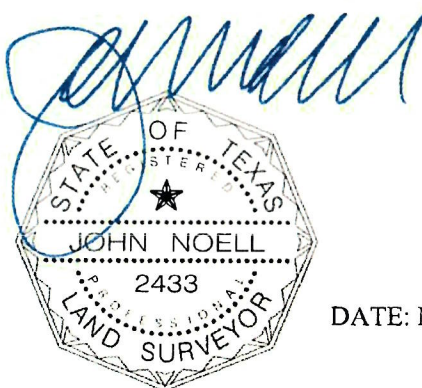
C1
R=4944.00'
D=02°37'06"
A=225.93'
T=112.99'
C=225.91'
CB=S70°52'17"W

LINE TABLE

L1	S72°16'54"W	205.40'
L2	S69°29'47"W	400.90'
L3	N20°15'34"W	102.71'
L4	N69°44'26"E	534.89'
L5	N69°43'11"E	180.11'
L6	N69°44'33"E	116.95'
L7	S20°15'27"E	114.62'
L8	S69°44'26"W	460.42'
L9	N69°44'33"E	24.33'

DUNAWAY

TX Registered Engineering Firm #F-1114
5707 SOUTHWEST PARKWAY
BUILDING 2, SUITE 250
AUSTIN, TX 78735
PHONE: 512-306-8252
TBPLS 10065900



DATE: MARCH 11, 2020

FIELD NOTE #1559 TO ACCOMPANY THIS MAP

SHEET 4 OF 4

DESCRIPTION

DESCRIBING A 4.18 ACRE TRACT OF LAND IN THE BARNEY C. LOW SURVEY A-385, WILLIAMSON COUNTY, TEXAS, SAME BEING A PORTION OF THE FOLLOWING THREE TRACTS OF LAND:

- 1) THAT CERTAIN 11.26 ACRE TRACT OF LAND DESCRIBED IN A REPLACEMENT WARRANTY DEED TO JOHN MARTIN DEES AND WIFE, JANICE LYNN DEES, EXECUTED ON DECEMBER 2, 2010 AND RECORDED IN DOCUMENT NUMBERS 2011002616, OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE,
- 2) THAT CERTAIN 2.0 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO CHARLES J. JOHNSON AND WIFE, VIRGINIA L. JOHNSON, EXECUTED ON DECEMBER 16, 1974 AND RECORDED IN VOLUME 601, PAGE 68, DEED RECORDS OF SAID COUNTY AND STATE,
- 3) THE REMNANT PORTION OF THAT CERTAIN 60.00 ACRE TRACT OF LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED TO CHARLES J. JOHNSON, EXECUTED ON AUGUST 18, 1981 AND RECORDED IN VOLUME 848, PAGE 817, DEED RECORDS OF SAID COUNTY AND STATE, SAID 4.18 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron rod at the northeast corner of said remnant portion of 60.00 acre tract, as shown on a survey map signed by William F. Forest, Jr., R.P.L.S. No. 1847 and dated January 21, 2020, same being the southeast corner of that certain 0.130 of an acre tract of described as Exhibit "B" in a deed to Williamson County, Texas as recorded in Document Number 2008011388, Official Public Records of said County and State, in the south right-of-way line of Westinghouse Road and in the west line of that certain 15.933 acre tract of land described in a deed to GT-WR DEVELOPMENT I, LLC as recorded in Document Number 2017119571, Official Public Records of said County and State;

THENCE, with the east line of said remnant portion of 60.00 acre tract, same being the west line of said 15.933 acre tract, S20°12'41"E, 215.00 feet to a calculated point;

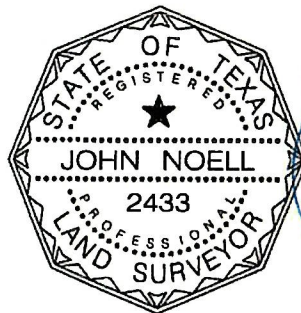
THENCE, through the interior of said remnant portion of 60.00 acre tract and said 11.26 acre tract, S70°36'02"W, 828.63 feet to a calculated point in the west line of said 11.26 acre tract, same being the east line of that certain 11.5029 acre tract of land described in a deed to DPS Georgetown 2000, LLC as recorded in Document Number 2017011892, Official Public Records of said County and State;

THENCE, with the west line of said 11.26 acre tract, same being the east line of said 11.5029 acre tract, N21°09'33"W, 215.02 feet to an iron rod at the northwest corner of said 11.26 acre tract, as shown on said survey map, same being the northeast corner of said 11.5029 acre tract, the southwest corner of that certain 484 square foot tract of land described as Exhibit "C" in said deed recorded in Document Number 2008011388, Official Public Records of said County and State and in the south right-of-way line of said Westinghouse Road;

THENCE, with the north line of said 11.26 acre tract, the north line of the remnant portion of said 2.0 acre tract and the north line of said remnant portion of 60.00 acre tract, same being the south line of said deed recorded in Document Number 2008011388, Official Public Records of said County and State and the south line of said Westinghouse Road, the following four courses:

- 1) N69°35'21"E, 358.42 feet to an iron rod, as shown on said survey map;
- 2) N69°29'25"E, 42.60 feet to an iron rod, as shown on said survey map;
- 3) Along a curve to the right having a radius of 4944.00 feet, an arc length of 225.94 feet, a central angle of 2°37'06" and a chord which bears N70°52'52"E, 225.92 feet to an iron rod, as shown on said survey map;
- 4) N72°16'13"E, 205.40 feet to the POINT OF BEGINNING and containing 4.18 acres of land.

Field Notes Prepared by:
Dunaway/UDG
5707 Southwest Parkway
Building 2, Suite 250
Austin, Texas 78735
(512) 306-8252
TBPLS NO. 10065900
Map attached.




John Noell, R.P.L.S. #2433

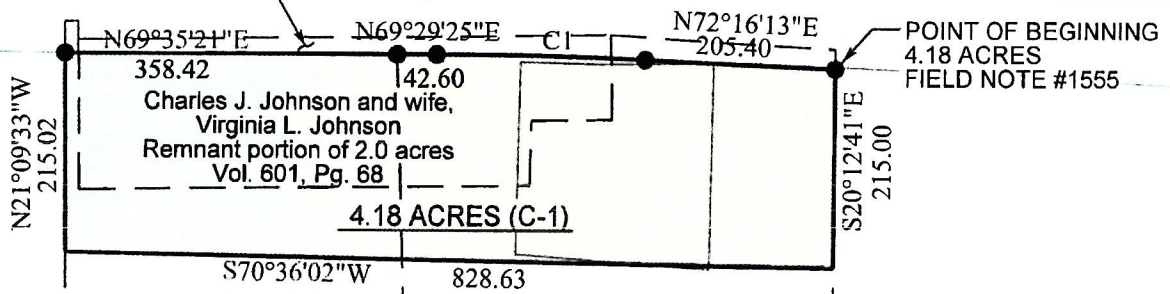
February 27, 2020
Date

Basis of Bearings: The bearing basis for this survey is the State Plane Coordinate System, NAD83, Texas Central Zone, (4203), GEOID: 12A Datum: NAVD88, Convergence: 1°22'15.67", as shown on a survey map signed by William F. Forest, Jr., R.P.L.S. No. 1847 and dated January 21, 2020.

References: WCAD: R508658, R039947 and R039939 Austin Grid: MM-49

Additional R.O.W.
Exhibits "A", "B" and "C"
Doc. No. 2008011388

Westinghouse Road



DPS Georgetown
2000, LLC
11.5029 Acres
Doc. No. 2017011892

John Martin Dees and wife,
Janice Lynn Dees
11.26 Acres
Doc. No. 2011002616

Charles J. Johnson
Remnant portion of 60 acres
Vol. 848, Pg. 817

GT-WR DEVELOPMENT I, LLC
15.933 Acres
DOC. NO. 2017119571

C1
R=4944.00'
D=02°37'06"
A=225.94'
T=112.99'
C=225.92'
CB=N70°52'52"E

LEGEND

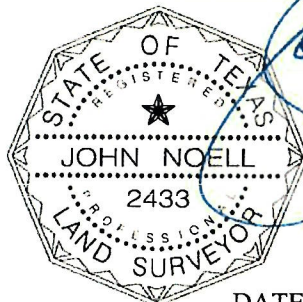
● IRON ROD



SCALE: 1" = 200'

Vista Pointe Subdivision Phase Two
Doc. No. 2019099524

Teravista Section 13B
Doc. No. 2007091715



DATE: FEBRUARY 27, 2020

DUNAWAY
TX Registered Engineering Firm #F-1114
5707 SOUTHWEST PARKWAY
BUILDING 2, SUITE 250
AUSTIN, TX 78735
PHONE: 512-306-8252
TBPLS 10065900

FIELD NOTE #1555 TO ACCOMPANY THIS MAP

SHEET 3 OF 3

DESCRIPTION

DESCRIBING A 12.82 ACRE TRACT OF LAND IN THE BARNEY C. LOW SURVEY A-385, WILLIAMSON COUNTY, TEXAS, SAME BEING A PORTION OF THE FOLLOWING TWO TRACTS OF LAND:

- 1) THAT CERTAIN 11.26 ACRE TRACT OF LAND DESCRIBED IN A REPLACEMENT WARRANTY DEED TO JOHN MARTIN DEES AND WIFE, JANICE LYNN DEES, EXECUTED ON DECEMBER 2, 2010 AND RECORDED IN DOCUMENT NUMBERS 2011002616, OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE,
- 2) THE REMNANT PORTION OF THAT CERTAIN 60.00 ACRE TRACT OF LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED TO CHARLES J. JOHNSON, EXECUTED ON AUGUST 18, 1981 AND RECORDED IN VOLUME 848, PAGE 817, DEED RECORDS OF SAID COUNTY AND STATE, SAID 12.82 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE, at an iron rod at the northeast corner of said remnant portion of 60.00 acre tract, as shown on a survey map signed by William F. Forest, Jr., R.P.L.S. No. 1847 and dated January 21, 2020, same being the southeast corner of that certain 0.130 of an acre tract of described as Exhibit "B" in a deed to Williamson County, Texas as recorded in Document Number 2008011388, Official Public Records of said County and State, in the south right-of-way line of Westinghouse Road and in the west line of that certain 15.933 acre tract of land described in a deed to GT-WR DEVELOPMENT I, LLC as recorded in Document Number 2017119571, Official Public Records of said County and State;

THENCE, with the east line of said remnant portion of 60.00 acre tract, same being the west line of said 15.933 acre tract, S20°12'41"E, 215.00 feet to a calculated point at the POINT OF BEGINNING of the herein described tract of land;

THENCE, continuing with the east line of said remnant portion of 60.00 acre tract, same being the west line of said 15.933 acre tract, S20°12'41"E, 680.56 feet to a calculated point from which an iron rod at the southeast corner of said remnant portion of 60.00 acres, as shown on said survey map, same being the southwest corner of said 15.933 acre tract, the northwest corner of Teravista Section 13B, a subdivision recorded in Document Number 2007091715, Official Public Records of said County and State and the northeast corner of Vista Pointe Subdivision Phase Two, a subdivision recorded in Document Number 2019099524, Official Public Records of said County and State bears S20°12'41"E, 324.00 feet;

EXHIBIT "A"
Dunaway/UDG #6252
F.N. #1556

Barney C. Low Survey A-385
Williamson County, Texas
Page 2 of 3

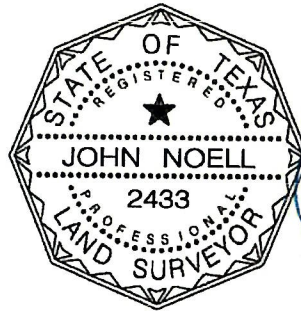
THENCE, through the interior of said remnant portion of 60.00 acre tract and said 11.26 acre tract, S70°11'29"W, 717.18 feet to a calculated point in the west line of said 11.26 acre tract, same being the east line of that certain 11.5029 acre tract of land described in a deed to DPS Georgetown 2000, LLC as recorded in Document Number 2017011892, Official Public Records of said County and State;

THENCE, with the west line of said 11.26 acre tract, same being the east line of said 11.5029 acre tract, the following three courses:

- 1) N21°09'33"W, 43.19 feet to a calculated point;
- 2) S68°50'27"W, 100.00 feet to a calculated point;
- 3) N21°09'33"W, 645.82 feet to a calculated point;

THENCE, through the interior of said remnant portion of 60.00 acre tract and said 11.26 acre tract, N70°36'02"E, 828.63 feet to the POINT OF BEGINNING and containing 12.82 acres of land.

Field Notes Prepared by:
Dunaway/UDG
5707 Southwest Parkway
Building 2, Suite 250
Austin, Texas 78735
(512) 306-8252
TBPLS NO. 10065900
Map attached.




John Noell, R.P.L.S. #2433

February 27, 2020
Date

Basis of Bearings: The bearing basis for this survey is the State Plane Coordinate System, NAD83, Texas Central Zone, (4203), GEOID: 12A Datum: NAVD88, Convergence: 1°22'15.67", as shown on a survey map signed by William F. Forest, Jr., R.P.L.S. No. 1847 and dated January 21, 2020.

References: WCAD: R508658 and RO39939 Austin Grid: MM-49

G:\Production\4500\005200\001\Civil\CAD\Annexation map 2.dgn

Additional R.O.W.
Exhibits "A", "B" and "C"
Doc. No. 2008011388

Westinghouse Road

POINT OF REFERENCE

Charles J. Johnson and wife,
Virginia L. Johnson
Remnant portion of 2.0 acres
Vol. 601, Pg. 68

S20°12'41"E
215.00

POINT OF BEGINNING
12.82 ACRES
FIELD NOTE #1556

DPS Georgetown
2000, LLC
11.5029 Acres
Doc. No. 2017011892

John Martin Dees and wife,
Janice Lynn Dees
11.26 Acres
Doc. No. 2011002616

Remnant portion of 60 acres
Vol. 848, Pg. 817

GT-WR DEVELOPMENT I, LLC
15.933 Acres
DOC. NO. 2017119571

N21°09'33"W
645.82

N70°36'02"E
828.63

12.82 ACRES (MF-2)

S20°12'41"E
680.56

N21°09'33"W
43.19

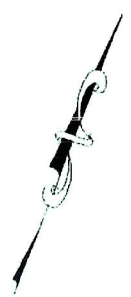
S68°50'27"W
100.00

S70°11'29"W
717.18

S20°12'41"E
324.00

LEGEND

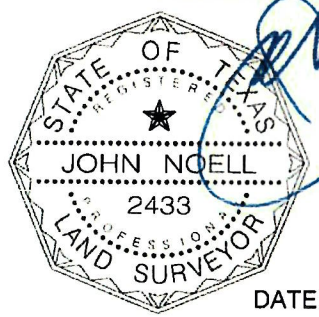
● IRON ROD



SCALE: 1" = 200'

Vista Pointe Subdivision Phase Two
Doc. No. 2019099524

Teravista Section 13B
Doc. No. 2007091715



DATE: FEBRUARY 27, 2020

DUNAWAY
TX Registered Engineering Firm #F-1114
5707 SOUTHWEST PARKWAY
BUILDING 2, SUITE 250
AUSTIN, TX 78735
PHONE: 512-306-8252
TBPLS 10065900

FIELD NOTE #1556 TO ACCOMPANY THIS MAP

SHEET 3 OF 3

DESCRIPTION

DESCRIBING A 5.27 ACRE TRACT OF LAND IN THE BARNEY C. LOW SURVEY A-385, WILLIAMSON COUNTY, TEXAS, SAME BEING A PORTION OF THE FOLLOWING TWO TRACTS OF LAND:

- 1) THAT CERTAIN 11.26 ACRE TRACT OF LAND DESCRIBED IN A REPLACEMENT WARRANTY DEED TO JOHN MARTIN DEES AND WIFE, JANICE LYNN DEES, EXECUTED ON DECEMBER 2, 2010 AND RECORDED IN DOCUMENT NUMBERS 2011002616, OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE,
 - 2) THE REMNANT PORTION OF THAT CERTAIN 60.00 ACRE TRACT OF LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED TO CHARLES J. JOHNSON, EXECUTED ON AUGUST 18, 1981 AND RECORDED IN VOLUME 848, PAGE 817, DEED RECORDS OF SAID COUNTY AND STATE,
- SAID 5.27 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE, at an iron rod at the northeast corner of said remnant portion of 60.00 acre tract, as shown on a survey map signed by William F. Forest, Jr., R.P.L.S. No. 1847 and dated January 21, 2020, same being the southeast corner of that certain 0.130 of an acre tract of described as Exhibit "B" in a deed to Williamson County, Texas as recorded in Document Number 2008011388, Official Public Records of said County and State, in the south right-of-way line of Westinghouse Road and in the west line of that certain 15.933 acre tract of land described in a deed to GT-WR DEVELOPMENT I, LLC as recorded in Document Number 2017119571, Official Public Records of said County and State;

THENCE, with the east line of said remnant portion of 60.00 acre tract, same being the west line of said 15.933 acre tract, S20°12'41"E, 895.56 feet to a calculated point at the POINT OF BEGINNING of the herein described tract of land;

THENCE, continuing with the east line of said remnant portion of 60.00 acre tract, same being the west line of said 15.933 acre tract, S20°12'41"E, 324.00 feet to an iron rod at the southeast corner of said remnant portion of 60.00 acres, as shown on said survey map, same being the southwest corner of said 15.933 acre tract, the northwest corner of Teravista Section 13B, a subdivision recorded in Document Number 2007091715, Official Public Records of said County and State and the northeast corner of Vista Pointe Subdivision Phase Two, a subdivision recorded in Document Number 2019099524, Official Public Records of said County and State;

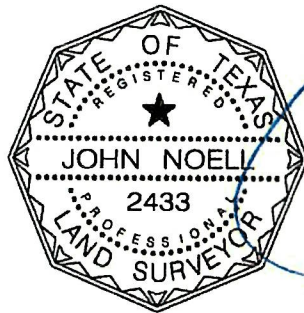
THENCE, with the south line of said remnant portion of 60.00 acre tract and the south line of said 11.26 acre tract, same being the north line of said Vista Pointe Subdivision Phase Two, the following three courses:


- 1) S68°52'44"W, 271.55 an iron rod at the southwest corner of said remnant portion of 60.00 acre tract, as shown on said survey map, same being the southeast corner of said 11.26 acre tract;
- 2) S68°40'51"W, 69.09 feet to a calculated point;
- 3) S75°25'58"W, 373.45 feet to a calculated point at the southwest corner of said 11.26 acre tract, same being the southeast corner of that certain 11.5029 acre tract of land described in a deed to DPS Georgetown 2000, LLC as recorded in Document Number 2017011892, Official Public Records of said County and State;

THENCE, with the west line of said 11.26 acre tract, same being the east line of said 11.5029 acre tract, N21°09'33"W, 298.00 feet to a calculated point;

THENCE, through the interior of said remnant portion of 60.00 acre tract and said 11.26 acre tract, N70°11'29"E, 717.18 feet to the POINT OF BEGINNING and containing 5.27 acres of land.

Field Notes Prepared by:
Dunaway/UDG
5707 Southwest Parkway
Building 2, Suite 250
Austin, Texas 78735
(512) 306-8252
TBPLS NO. 10065900
Map attached.




John Noell, R.P.L.S. #2433

February 27, 2020
Date

Basis of Bearings: The bearing basis for this survey is the State Plane Coordinate System, NAD83, Texas Central Zone, (4203), GEOID: 12A Datum: NAVD88, Convergence: 1°22'15.67", as shown on a survey map signed by William F. Forest, Jr., R.P.L.S. No. 1847 and dated January 21, 2020.

References: WCAD: R508658 and RO39939 Austin Grid: MM-49

G:\Production\4900_006250\6252\001\Civil\CAD\Annexation map 3.dgn

Additional R.O.W.
Exhibits "A", "B" and "C"
Doc. No. 2008011388

Westinghouse Road

POINT OF REFERENCE

Charles J. Johnson and wife,
Virginia L. Johnson
Remnant portion of 2.0 acres
Vol. 601, Pg. 68

DPS Georgetown
2000, LLC
11.5029 Acres
Doc. No. 2017011892

John Martin Dees and wife,
Janice Lynn Dees
11.26 Acres
Doc No. 2011002616

Charles J. Johnson
Remnant portion of 60 acres
Vol. 848, Pg. 817

GT-WR DEVELOPMENT I, LLC
15.933 Acres
DOC. NO. 2017119571

LEGEND

● IRON ROD

N70°11'29"E 717.18

5.27 ACRES (MF-1)

POINT OF BEGINNING
5.27 ACRES
FIELD NOTE #1557

N21°09'33"W
298.00

895.56
S20°12'41"E
324.00

S75°25'58"W
373.45

S68°40'51"W
69.09

S68°52'44"W
271.55

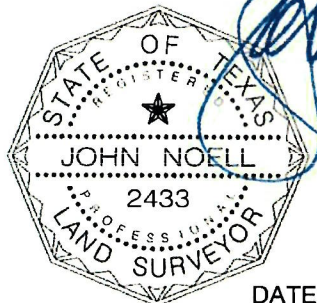
Vista Pointe Subdivision Phase Two
Doc. No. 2019099524

Teravista Section 13B
Doc. No. 2007091715

SCALE: 1" = 200'

DUNAWAY

TX Registered Engineering Firm #F-1114
5707 SOUTHWEST PARKWAY
BUILDING 2, SUITE 250
AUSTIN, TX 78735
PHONE: 512-306-8252
TBPLS 10065900



DATE: FEBRUARY 27, 2020

FIELD NOTE #1557 TO ACCOMPANY THIS MAP

SHEET 3 OF 3

Section 1. Continuance of Extraterritorial Jurisdiction Status.

1.1 The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the Term of this Agreement, subject to the provisions of this Agreement.

1.2 Except as provided in this Agreement, the City agrees not to involuntarily annex the Property, agrees not to institute proceedings to involuntarily annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement.

Section 2. Continuance of Agriculture, Wildlife Management, or Timberland Use; Prohibition Against Other Uses

2.1 The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for any existing single-family residential use of the Property, without the prior written consent of the City.

2.2 The Owner covenants and agrees that the Owner will not file any type of application for a subdivision plat or other development-related approval for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City;

NO
2.3 The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

NO
2.4 The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, AND THE OWNER WHO SIGNS THIS AGREEMENT COVENANTS AND AGREES, JOINTLY AND SEVERALLY, TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL LEGAL CLAIMS, BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THE AGREEMENT, ARISING IN ANY WAY FROM THE CITY'S RELIANCE ON THIS AGREEMENT.

Section 3. Effect of Certain Filings or Actions.

NO
3.1 The Owner acknowledges that if any application for a plat or other development-related approval is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act(s) will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

3.2 If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Enforcement of City Regulations

4.1 Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner such regulations are enforced within the City's boundaries.

4.2 The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. Term; Annexation On or After the End of the Term

5.1 The term of this Agreement (the "Term") is fifteen (15) years from the date that the Mayor's signature to this Agreement is acknowledged by a public notary, unless sooner terminated as provided for in Section 3, above, or if the Property no longer has an exemption from *ad valorem* taxes for agricultural, wildlife management, or timber land. If this Agreement is terminated because the Property no longer has an exemption from *ad valorem* taxes for agricultural, wildlife management, or timber land, then the effective date of such termination shall be the effective date of such change in exemption status for *ad valorem* tax purposes.

5.2 The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property, for annexation of the Property to be completed on or after the end of the Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Notice.

6.1 Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

6.2 Owner and the Owner's heirs, successor, and assigns shall give the City written notice within fourteen (14) days of any change in the agricultural, wildlife management or timber land tax exemption status of the Property.

6.3 A copy of any notice required by this Agreement shall be in writing and sent to the City via certified mail, return receipt requested, to the following address:

City of Georgetown
Attn: Mayor
P.O. Box 1458
Georgetown, Texas 78627

Section 7. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 10. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

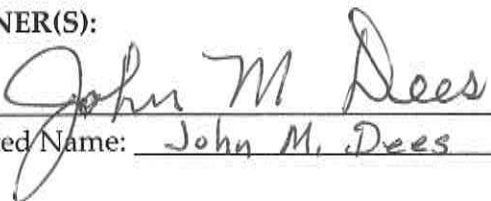
Section 11. Venue for this Agreement shall be in Williamson County, Texas.

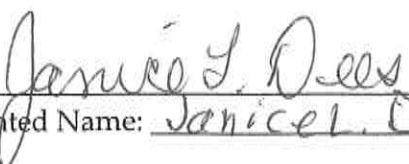
Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 7 day of October, 2011.

OWNER(S):


Printed Name: John M. Dees



Printed Name: Janice L. Dees

Printed Name: _____

Printed Name: _____

THE CITY OF GEORGETOWN, TEXAS

Attest:

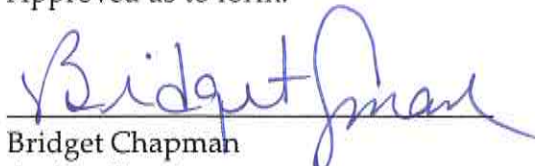


Jessica Brettle
City Secretary



George Garver
Mayor

Approved as to form:



Bridget Chapman
Acting City Attorney



(NOTARIES FOLLOW ON SEPARATE PAGES)

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

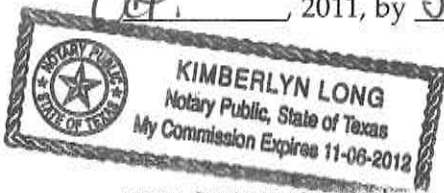
 This instrument was acknowledged before me on the _____ day of _____, 2011, by _____, Owner.

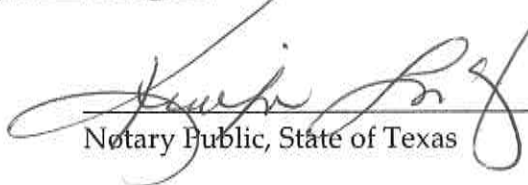
Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF Dallas }

 This instrument was acknowledged before me on the 24th day of Oct., 2011, by John Martin Dees, Owner.

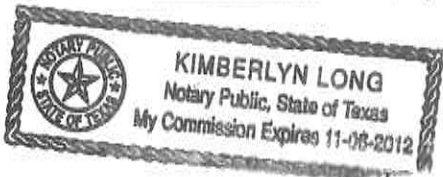


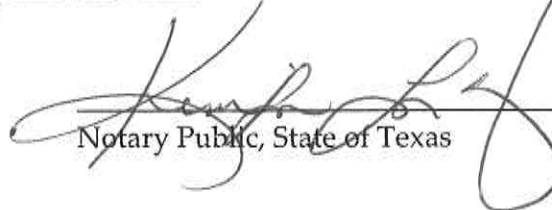

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF Dallas }

 This instrument was acknowledged before me on the 24th day of Oct., 2011, by Jamie Lynn Dees, Owner.




Notary Public, State of Texas

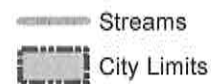
THE STATE OF TEXAS }

COUNTY OF _____ }

 This instrument was acknowledged before me on the _____ day of _____, 2011, by _____, Owner.

Notary Public, State of Texas

Exhibit A



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2011087851

Nancy E. Rister

12/28/2011 02:54 PM

CPHELPS \$40.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

CITY OF GEORGETOWN

11



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

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Georgetown, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is currently located in the extraterritorial jurisdiction of the City, and has been appraised for *ad valorem* tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of the Property and has held public hearings on October 11, 2011, and October 25, 2011; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County, Texas at the expense of the City.

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

Section 1. Continuance of Extraterritorial Jurisdiction Status.

1.1 The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the Term of this Agreement, subject to the provisions of this Agreement.

1.2 Except as provided in this Agreement, the City agrees not to involuntarily annex the Property, agrees not to institute proceedings to involuntarily annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement.

Section 2. Continuance of Agriculture, Wildlife Management, or Timberland Use; Prohibition Against Other Uses

2.1 The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for any existing single-family residential use of the Property, without the prior written consent of the City.

2.2 The Owner covenants and agrees that the Owner will not file any type of application for a subdivision plat or other development-related approval for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City;

2.3 The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

2.4 The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, AND THE OWNER WHO SIGNS THIS AGREEMENT COVENANTS AND AGREES, JOINTLY AND SEVERALLY, TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL LEGAL CLAIMS, BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THE AGREEMENT, ARISING IN ANY WAY FROM THE CITY'S RELIANCE ON THIS AGREEMENT.

Section 3. Effect of Certain Filings or Actions.

3.1 The Owner acknowledges that if any application for a plat or other development-related approval is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act(s) will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

3.2 If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Enforcement of City Regulations

4.1 Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner such regulations are enforced within the City's boundaries.

4.2 The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. Term; Annexation On or After the End of the Term

5.1 The term of this Agreement (the "Term") is fifteen (15) years from the date that the Mayor's signature to this Agreement is acknowledged by a public notary, unless sooner terminated as provided for in Section 3, above, or if the Property no longer has an exemption from *ad valorem* taxes for agricultural, wildlife management, or timber land. If this Agreement is terminated because the Property no longer has an exemption from *ad valorem* taxes for agricultural, wildlife management, or timber land, then the effective date of such termination shall be the effective date of such change in exemption status for *ad valorem* tax purposes.

5.2 The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property, for annexation of the Property to be completed on or after the end of the Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Notice.

6.1 Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

6.2 Owner and the Owner's heirs, successor, and assigns shall give the City written notice within fourteen (14) days of any change in the agricultural, wildlife management or timber land tax exemption status of the Property.

6.3 A copy of any notice required by this Agreement shall be in writing and sent to the City via certified mail, return receipt requested, to the following address:

City of Georgetown
Attn: Mayor
P.O. Box 1458
Georgetown, Texas 78627

Section 7. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 10. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue for this Agreement shall be in Williamson County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 24 day of Oct, 2011.

OWNER(S):



Printed Name: CHARLES J. JOHNSON


Printed Name: _____

Printed Name: _____

Printed Name: _____

THE CITY OF GEORGETOWN, TEXAS

Attest:



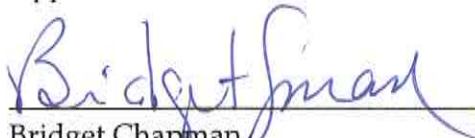
Jessica Brettle
City Secretary



George Garver
Mayor



Approved as to form:



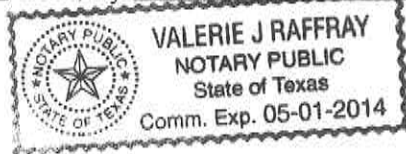
Bridget Chapman
Acting City Attorney

(NOTARIES FOLLOW ON SEPARATE PAGES)

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 24th day of
October, 2011, by CHARLES J. JOHNSON, Owner.



Valerie J Raffray

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of
_____, 2011, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of
_____, 2011, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }



COUNTY OF }

This instrument was acknowledged before me on the _____ day of
_____, 2011, by _____, Owner.

Notary Public, State of Texas

Exhibit A



-  Streams
-  City Limits

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2011087860

Nancy E. Rister

12/28/2011 02:54 PM

CPHELPS \$40.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

CITY OF GEORGETOWN



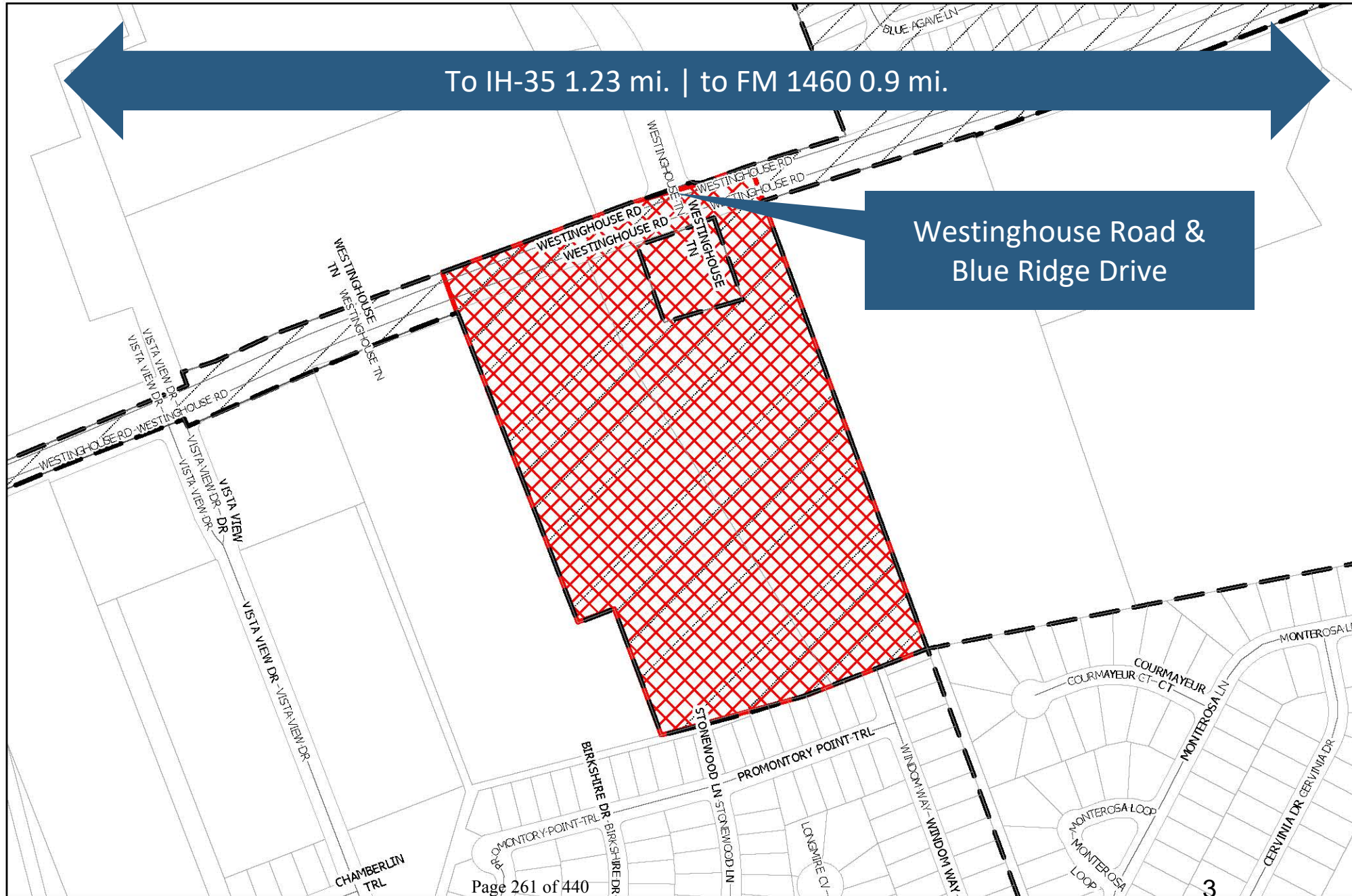
1100 & 1200 Westinghouse Road 2020-4-ANX

City Council
May 12, 2020

Item Under Consideration

2020-4-ANX

- Consideration and possible action to approve a Municipal Services Agreement with **Charles J. Johnson** and **Janice Lynn Dees** for the provision of municipal services to an approximately **22.27-acre** tract of land out of the Barney C. Low Survey, Abstract No. 385 and a **1.99-acre portion of Westinghouse Road**, a right-of-way of varying width described to the City of Georgetown, Texas, generally located at **1100 and 1200 Westinghouse Road**, upon annexation.



LOCATION

2020-4-ANX

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



0 250 500
Feet

Windmill Hill

Terravista

Mansion at
Georgetown

Vista Pointe

Texas DPS Office



LOCATION

2020-4-ANX

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ

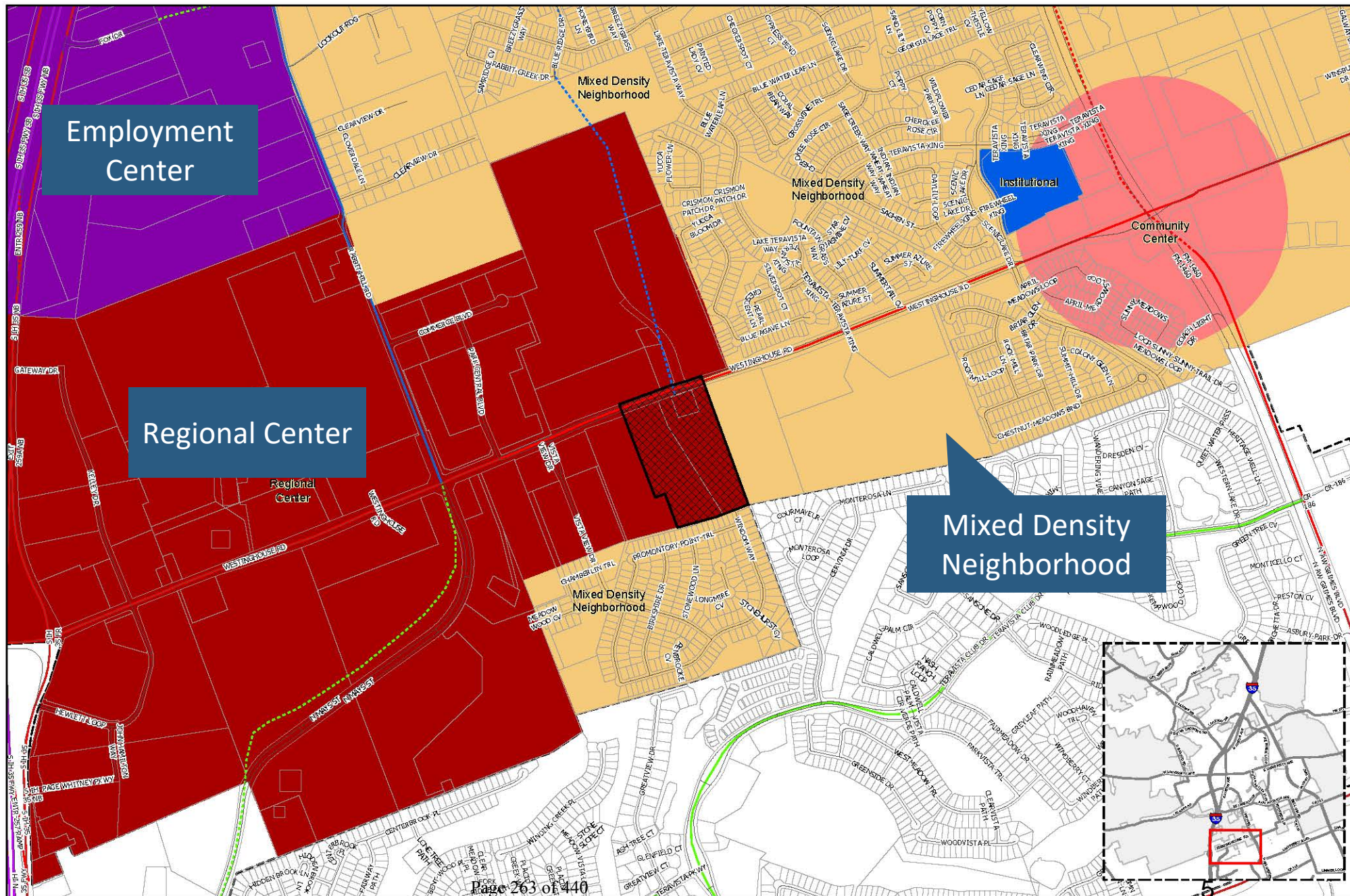


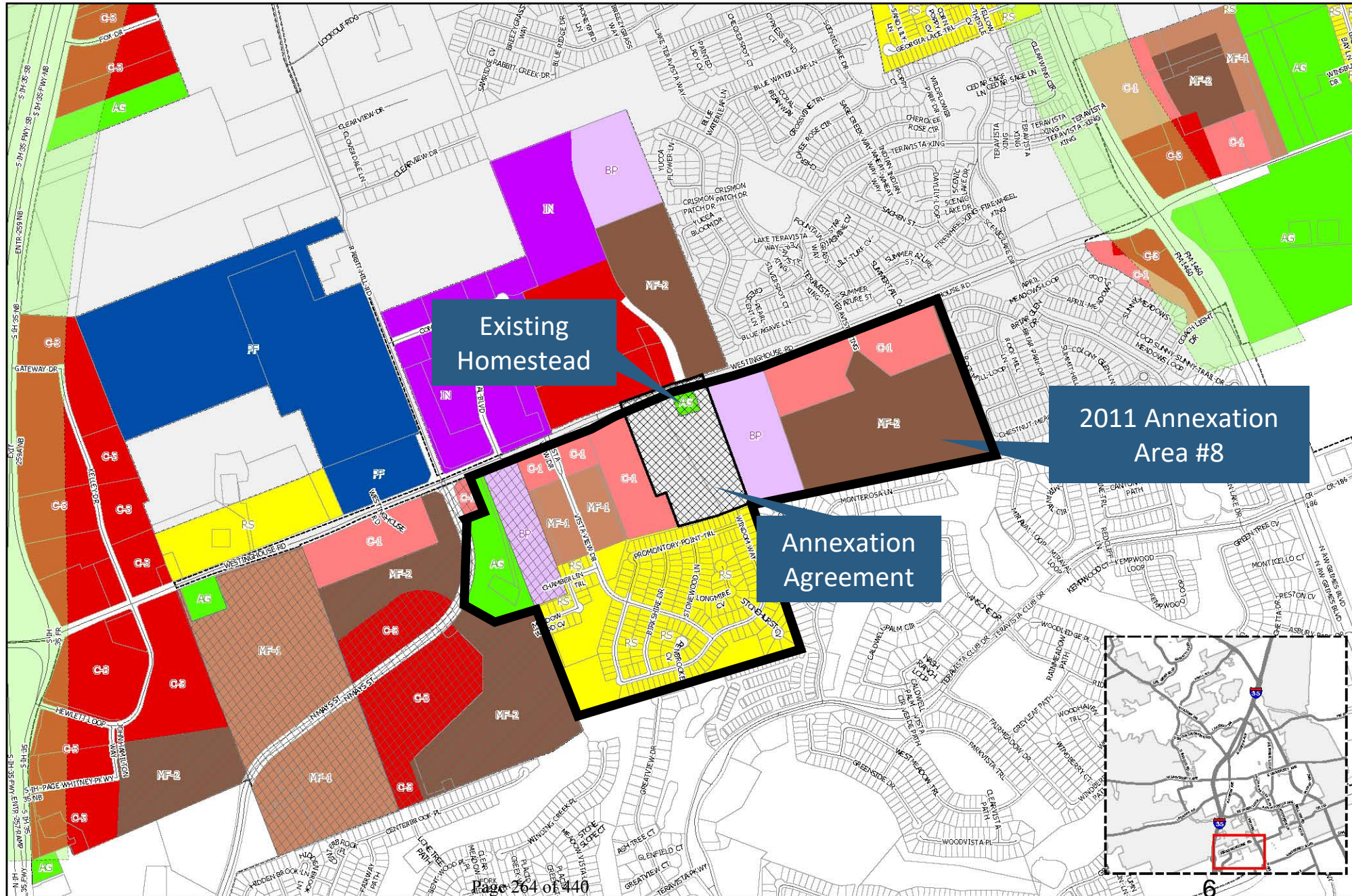
0 250 500
Feet



Exhibit #2

-
- 0 500 1,000
- Feet





ZONING

2020-4-ANX

Exhibit #3

- Site
- PUD
- City Limits
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- SPO Overlay
- Gateway Overlay
- Parcels
- Georgetown ETJ

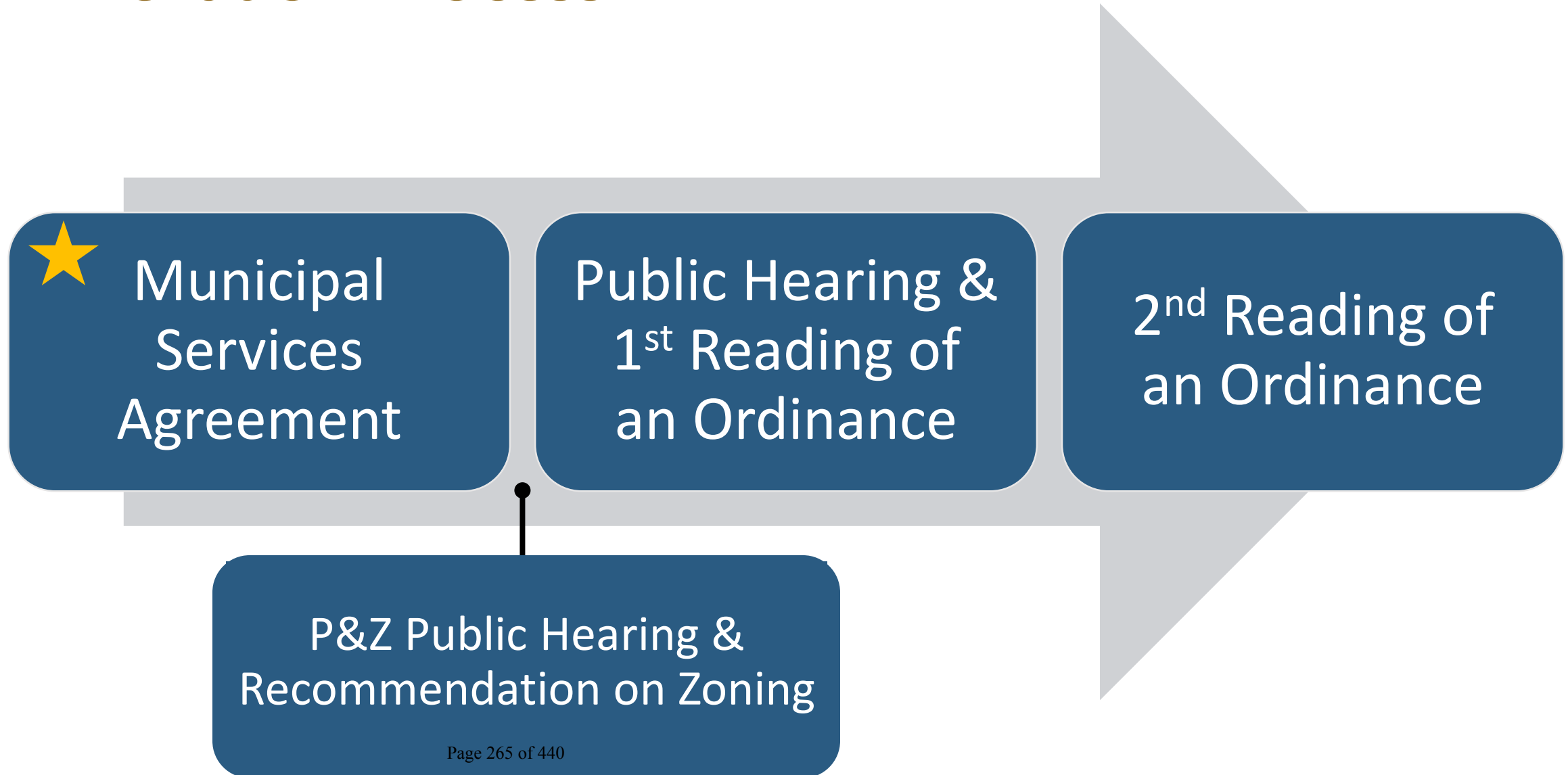
Zoning

- AG - Agriculture
- BP - Business Park
- C-1 - Local Commercial
- C-3 - General Commercial
- CN - Neighborhood Commercial
- IN - Industrial
- MF-1 - Low-Density Multi-family
- MF-2 - High-Density Multi-family
- MH - Manufactured Housing
- MU-DT - Mixed-Use Downtown
- OF - Office
- PF - Public Facility
- RE - Residential Estate
- RL - Residential Low-Density
- RS - Residential Single-Family
- TF - Two-Family
- TH - Townhouse

0 500 1,000 Feet



Annexation Process



Tentative Schedule

- ✓ May 12: Municipal Services Agreement
- May 19: Planning & Zoning Public Hearing (initial zoning designation only)
- June 9: Public Hearing & 1st Reading of Ordinance held at City Council Meeting
- June 23: 2nd Reading of Ordinance at City Council Meeting

Summary

- Consideration and possible action to approve a Municipal Services Agreement with **Charles J. Johnson** and **Janice Lynn Dees** for the provision of municipal services to an approximately **22.27-acre** tract of land out of the Barney C. Low Survey, Abstract No. 385 and a **1.99-acre portion of Westinghouse Road**, a right-of-way of varying width described to the City of Georgetown, Texas, generally located at **1100 and 1200 Westinghouse Road**, upon annexation.

City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

Public Hearing and First Reading of an Ordinance on a request for a **Zoning Map Amendment** to **rezone 1.816 acres** (81,103 square feet) of land being all of Lot 1, Block B, Sierra Vista, Section 4A Subdivision, **from the General Commercial (C-3) district to the Low-Density Multi-Family (MF-1) district**, for the property generally located at **901 Rockmoor Drive** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of the Applicant's Request:

Zoning Map Amendment to rezone the 1.816 acre property from General Commercial (C-3) to Low-Density Multi-Family (MF-1).

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 5 of the 5 approval criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in the attached Staff Report. The proposed zoning district is compatible with the character of the neighborhood and is consistent with the 2030 Comprehensive Plan.

Public Comment:

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 (8 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (April 5 and 26, 2020) and signs were posted on-site. To date, staff has received 1 written comment in favor, and 1 in opposition to the request (Exhibit 6).

Planning and Zoning Commission:

At their April 21, 2020 meeting, the Planning and Zoning Commission recommended approval (7-0) of the request.

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:

Michael Patroski, Planner

ATTACHMENTS:

2020-2-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 MF-1

Exhibit 5- Letter of Intent

Exhibit 6- Public Comments

Ordinance

Presentation

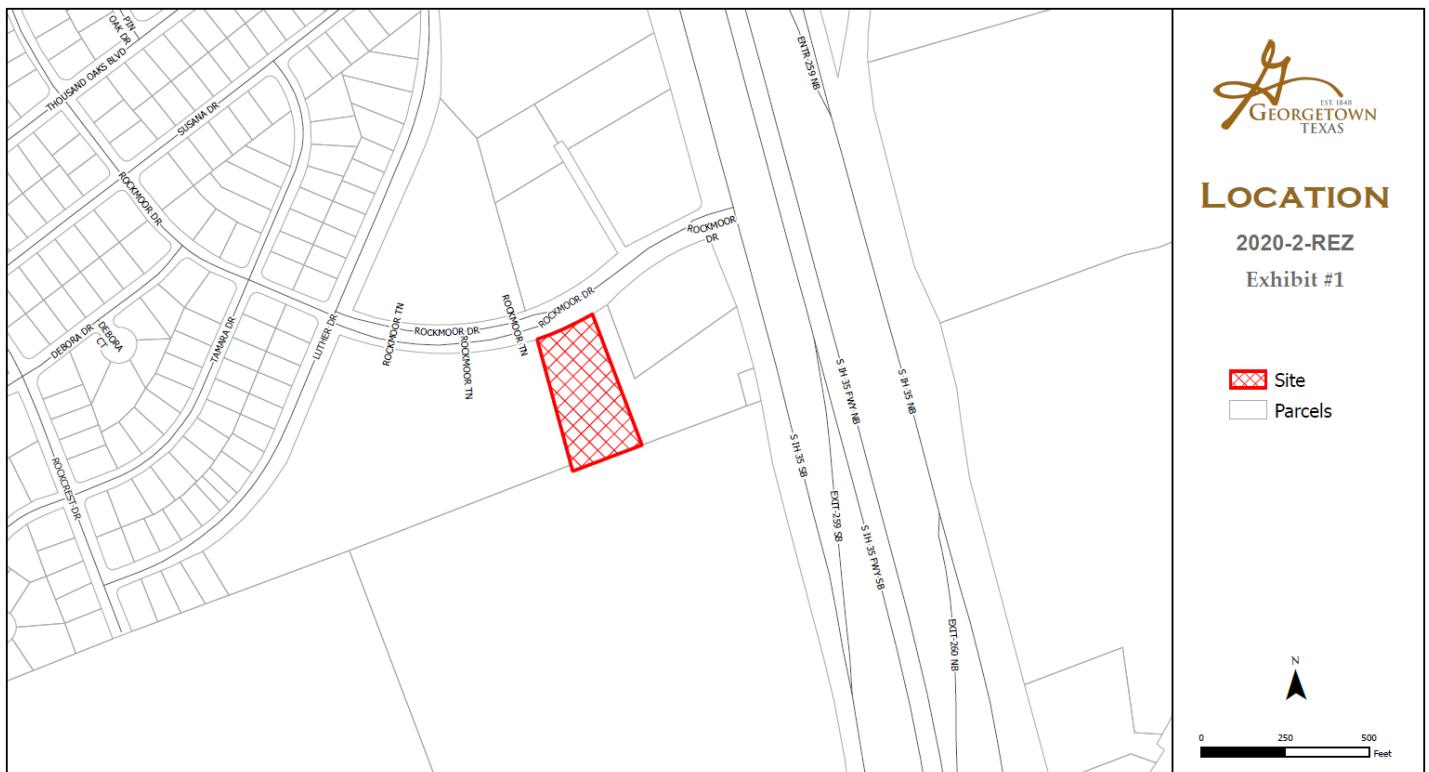


Planning and Zoning Commission Planning Department Staff Report

Report Date: April 17, 2020
Case No: 2020-2-REZ
Project Planner: Michael Patroski, Planner

Item Details

Project Name: 901 Rockmoor Rezoning
Project Location: 901 Rockmoor Drive, within City Council district No. 1.
Total Acreage: 1.8619
Legal Description: Lot 1, Block B of Sierra Vista, Section 4, A Subdivision
Applicant: Matkin Hoover Engineering and Surveying, c/o Dean Keller
Property Owner: Juniper Investments, c/o J. Douglass Rippetto
Request: Zoning Map Amendment to rezone the subject property from **General Commercial (C-3)** to **Low-Density Multi-Family (MF-1)**.
Case History: This is the first public hearing of this request.



Planning Department Staff Report

Overview of Applicant's Request

The applicant has requested to rezone the 1.8619-acre property from General Commercial (C-3) to Low-Density Multi-Family (MF-1), to allow for the construction of multifamily units on the subject property. This property is adjacent to the existing Indian Creek Apartments located at 600 Luther Dr. Indian Creek purchased the subject property to construct additional multi-family units.

Site Information

Location:

The subject property is located at 901 Rockmoor Drive, an estimated 515' west from the S. IH 35 frontage road.

Physical and Natural Features:

The subject property is predominantly flat with moderate tree coverage. There are no significant manmade or natural features.

Future Land Use and Zoning Designations:

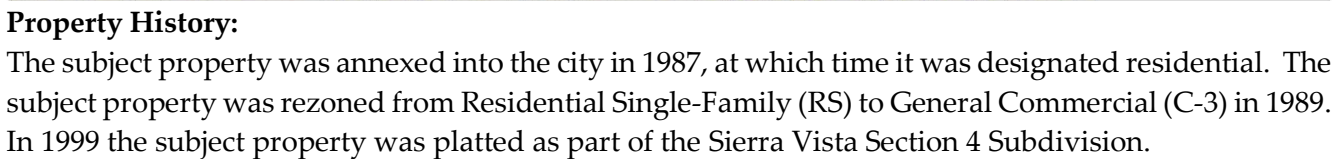
At the time that this request was submitted, the subject property had a Community Commercial and Specialty Mixed Used Future Land Use designations. On March 13, 2020, the subject property was designated Regional Center when the 2030 Comprehensive Plan was adopted. It is currently zoned General Commercial (C-3).

Surrounding Properties:

The subject property is placed along the southern portion of Rockmoor Drive adjacent to the High-Density Multi-Family (MF-2) development of Indian Creek Apartment to the west and General Commercial (C-3) development of office and personal services buildings to the east. Across Rockmoor Drive to the north is the General Commercial (C-3) zoned WoodSpring Suites North Austin-Georgetown. The subject property and all its neighbors are part of the Regional Center Future Land Use designation. Further to the west, across Luther Dr, is the Sierra Vista single-family residential neighborhood.

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	Rockmoor Dr & General Commercial (C-3)	Regional Center	WoodSpring Suites North Austin-Georgetown.
South	Residential Single-Family (RS)	Regional Center	Vacant/Inner Space Caverns
East	General Commercial (C-3)	Regional Center	Acrotex Gymnastics
West	High-Density Multi-Family (MF-2)	Regional Center	Indian Creek Apartments



Comprehensive Plan Guidance

Future Land Use Map:

Within the Regional Center Future Land Use designation developments may be configured as major shopping centers, standalone big-box retailers, or large-scale mixed-use developments, as well as supporting flex office space and office/warehouse development. These developments are typically automobile oriented with convenient access from major transportation routes and highway interchanges, however internal pedestrian connectivity is maximized and includes opportunities for pedestrian activity. Well integrated residential developments, which encourage the interaction of residents and businesses, are appropriate and vertical mixed use encouraged.

Secondary Uses: Mixed use, high density residential, chain restaurants, specialty retailers, professional office, and civic uses

Utilities

The subject property is located within the City's service area for water and wastewater. In addition, it is located within the City of Georgetown and Pedernales Electric Cooperative (PEC) dual service area for electric. It is anticipated that there is adequate capacity to serve the subject property at this time. A

Planning Department Staff Report

Utility Evaluation may be required at time of Site Development Plan to determine capacity and any necessary utility improvements.

Transportation

The subject property has an estimated frontage of 178' along Rockmoor Drive, a Local Street. These streets are intended to provide access to adjoining properties by collecting the traffic from surrounding areas and distributing it to adjoining collectors or arterial streets. Local streets can access both collector level streets and arterial level streets.

Additionally, the subject property is located an estimated 515' west from the S IH 35 SB frontage road, an existing Major Arterial. Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

A Traffic Impact Analysis (TIA) will be required at time of Site Development Plan for any development that generates more than two thousand (2,000) average daily trips based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.

Proposed Zoning district

The Low Density Multi-Family District (MF-1) is intended for attached and detached multi-family residential development, such as apartments, condominiums, triplexes, and fourplexes, at a density not to exceed 14 dwelling units per acre. The MF-1 District is appropriate in areas designated on the Future Land Use Plan with High Density Residential or one of the Mixed-Use categories, and may be appropriate in the Moderate Density Residential areas based on location, surrounding uses, and infrastructure impacts. Properties zoned MF-1 should have convenient access to major thoroughfares and arterial streets and should not route traffic through lower density residential areas. The MF-1 District is appropriate adjacent to both residential and non-residential districts and may serve as a transition between single-family districts and more intense multi-family or commercial districts.

Permitted uses in this district include, but are not limited to, attached and detached multi-family, group homes (7-15 residents), and rooming/boarding houses. Other uses such as day care facilities, churches, neighborhood amenity center and schools, among others are permitted subject to specific design limitations. Certain land uses, including assisted living, group homes (16+ residents) and halfway houses, require a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of MF-1 district permitted uses and development standards.

Intergovernmental and Interdepartmental Review

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

Planning Department Staff Report

Approval Criteria

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

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
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
<p>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.</p>	
2. The zoning change is consistent with the Comprehensive Plan.	Complies
<p>The requested Low-Density Multi-Family (MF-1) is compatible with the Regional Center- Future Land Use designation of the 2030 Comprehensive Plan. The Regional Center plan encourages high density residential development in appropriate locations. The 2030 Comprehensive Plan displays that the target ratio for Regional Centers is 75% non-residential and 25% residential with high density residential serving as a secondary use to commercial development. Currently this Regional Center area is estimated to be 42% residential, if approved this rezoning would only increase by 1% for a total of 43% residential land use. Additionally, 67 acers out of the 42% (94.98 acres) residential land is vacant land with the same owner as Inner Space Cavern. In addition, there is an estimated 20 acre area to the south located within the ETJ that is also currently vacant. Considering the Future Land Use, development trends, and its location to S IH-35, staff does not envision this ETJ area being developed for residential use.</p> <p>Land Use Policy 1 of the 2030 Comprehensive Plan states that gradual transitions in intensities are be achieved through utilization of lower density multi-family development and moderate density single-family residential uses to support neighborhood commercial in commercial centers and improve the transition between commercial and single-family residential uses.</p> <p>Additionally, Land Use Policy 2 of the 2030 Comprehensive Plan is to “Promote more compact, higher density, well-connected development within appropriate infill locations. Appropriate infill sites are typically surrounded by existing development with interconnected streets and utility systems to support higher density residential uses appropriately scaled commercial uses and pedestrian friendly environments.” Because of this, the subject property’s proposal to MF-1 therefore displays its consistency and compatibility with the 2030 Comprehensive Plan.</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.	Complies
<p>The requested Low-Density Multi-Family (MF-1) zoning district would not adversely affect the health, safety, or welfare of residents. According to the City of Georgetown’s UDC, Low-Density Multi-Family should be encouraged to develop with convenient access to major thoroughfares and is appropriate being adjacent to both residential and non-residential development. If approved, the subject project would facilitate additional residential needs with close proximity to S IH-35.</p>	

Planning Department Staff Report

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA

If approved, this zoning change would also promote the safe orderly development of the city. This change would result in Rockmoor Drive transitioning from General Commercial (C-3) along the S IH-35 service road to Low-Density Multi-Family (MF-1) followed by High-Density Multi-Family (MF-2) and finally into Residential Single-Family (RS) as development moves west. Therefore, displaying the ability to accommodate different density and housing types in the area.

Due to the subject property being 1.89 acres in size, Low-Density Multi-Family (MF-1) is an appropriate zoning district. Chapter 6.02 of the UDC states that High-Density Multi-Family (MF-2), would require a minimum lot size of 2 acres.

4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	Complies
--	-----------------

The Low-Density Multi-Family (MF-1) zoning district is compatible with the surrounding uses and character of the area. The subject property is directly adjacent to existing High-Density Multi-Family (MF-2) development to the west and General Commercial (C-3) development to the east. Expanding the available multi-family use along Rockmoor Drive is appropriate due to the existing variety of housing and service uses within the area. The MF-1 district, should it be approved, will conform to the character of the existing neighborhood and surrounding area as it builds upon the existing development pattern by continuing on the range of density within the area.

5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	Complies
--	-----------------

The 1.8619-acre property proposed for Low-Density Multi-Family (MF-1) development possess the size and shape to adequately develop within its respected classifications. The current maximum of dwelling units per acre in the MF-1 zoning district is 14 units. The subject property would therefore be limited to a maximum of 26 dwelling units.

Based on the criteria of Sec 3.06.030 of the UDC, staff finds that the proposed rezoning complies with 5 out of the 5 criteria. The proposed zoning district is compatible with the character of the neighborhood and is consistent with the 2030 Comprehensive Plan.

Meetings Schedule

4/21/2020 – Planning and Zoning Commission

5/12/2020 – City Council First Reading of the Ordinance

5/26/2020 – 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 (8 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper 4/5/2020 and signs were posted on-site. To date, staff has received 0 written comments in favor, and 1 in opposition to the request (Exhibit 6).

Attachments

Exhibit 1 – Location Map

Exhibit 2 – Future Land Use Map

Exhibit 3 – Zoning Map

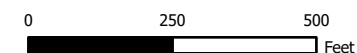
Exhibit 4 – Design and development standards of the Low-Density Multi-Family (MF-1)

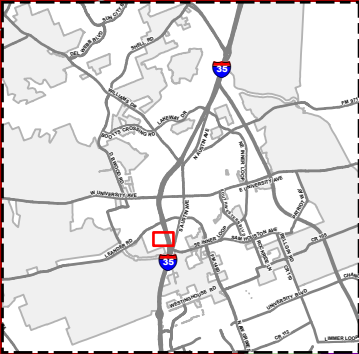
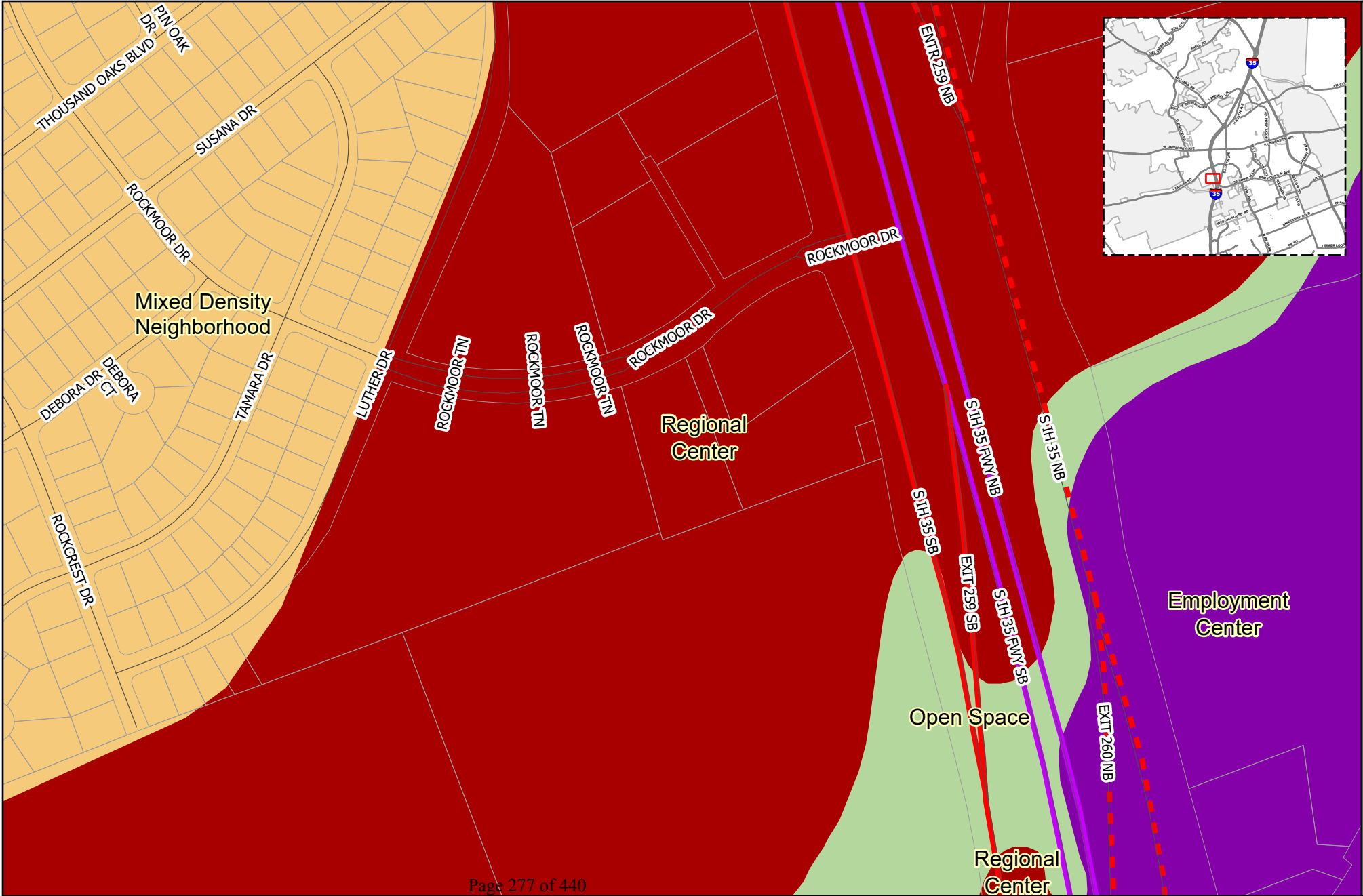
Exhibit 5 – Letter of Intent

Exhibit 6- Public Comment



Exhibit #1

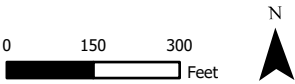


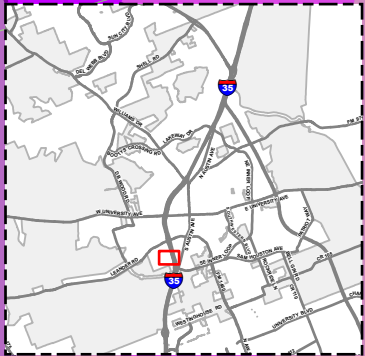
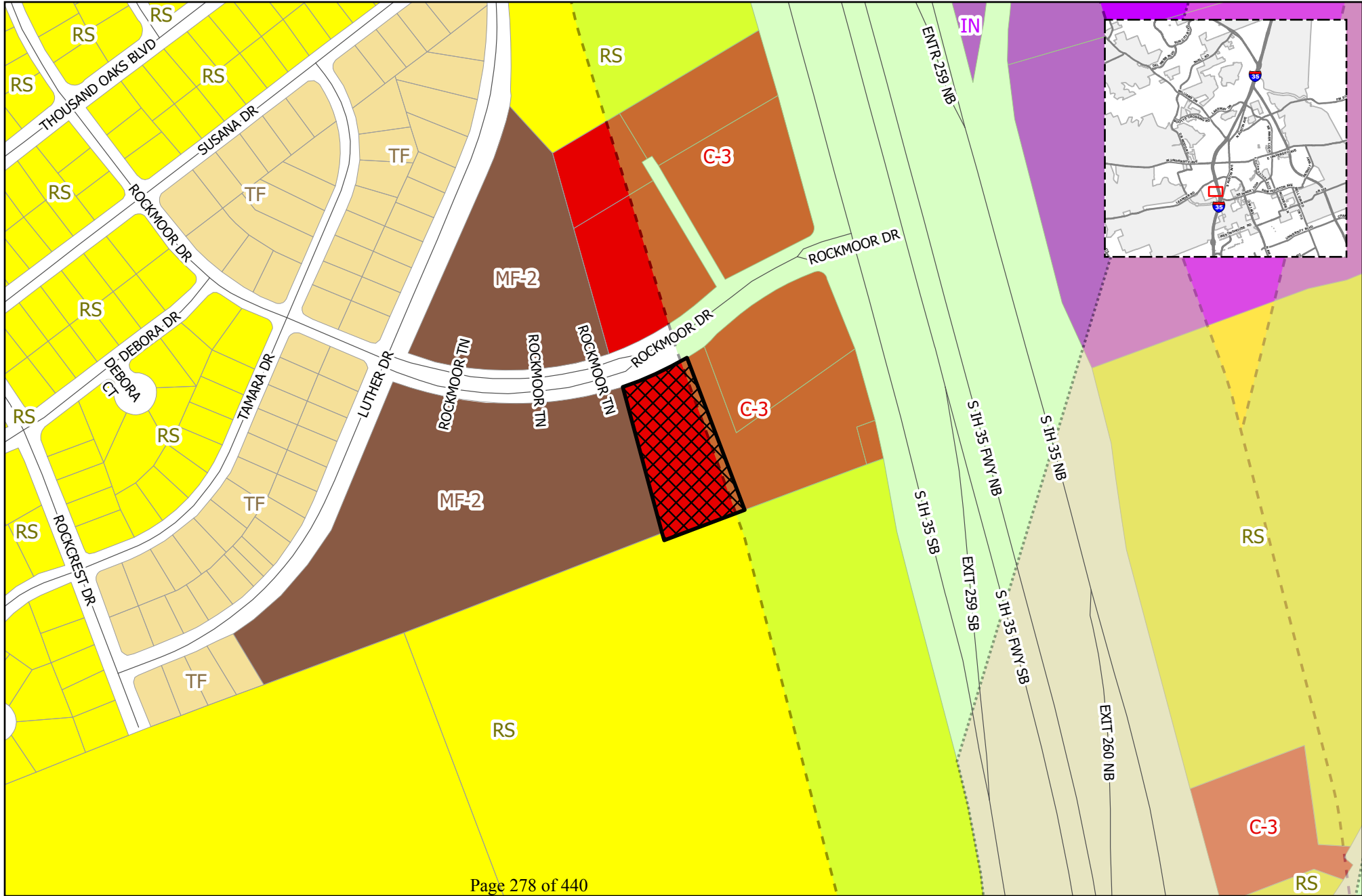


**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

**2020-2-REZ
Exhibit #2**

- Site
- Parcels
- City Limits
- Georgetown ETJ
- Future Land Use**
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area
- Thoroughfare**
- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail





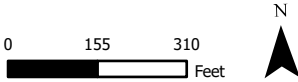
ZONING

2020-2-REZ

Exhibit #3

- Site
- PUD
- City Limits
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- SPO Overlay
- Gateway Overlay
- Parcels
- Georgetown ETJ

- Zoning**
- AG - Agriculture
 - BP - Business Park
 - C-1 - Local Commercial
 - C-3 - General Commercial
 - CN - Neighborhood Commercial
 - IN - Industrial
 - MF-1 - Low-Density Multi-family
 - MF-2 - High-Density Multi-family
 - MH - Manufactured Housing
 - MU-DT - Mixed-Use Downtown
 - OF - Office
 - PF - Public Facility
 - RE - Residential Estate
 - RL - Residential Low-Density
 - RS - Residential Single-Family
 - TF - Two-Family
 - TH - Townhouse



Low Density Multifamily (MF-1) District

District Development Standards		
Maximum Density = 14 units/acre	Front Setback = 20 feet	Bufferyard = 15 feet with plantings adjacent to RE, RL, RS,TF, or MH districts; 10 feet with plantings adjacent to residences in AG
Maximum Building Height = 35 feet	Side Setback = 10 feet	
Maximum Units per Building = 14*	Side Setback to Residential = 20 feet	
	Rear Setback = 10 feet	
Lot size = 12,000 sq.ft.	Rear Setback to Residential = 20 feet	
Lot width minimum = 50 feet	Side/Rear Street Setback = 15 feet	*Can be waived if the building design meets the criteria of Sec. 6.02.080.C.
	Unloaded Street Setback = 20 feet	

Specific Uses Allowed within the District		
Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Group Home (7-15 residents)	Church (with columbarium)	Activity Center (youth/senior)
Multifamily Attached	Day Care (family/group/commercial)	Assisted Living
Multifamily Detached	Golf Course	Bed and Breakfast (with events)
Rooming/Boarding House	Nature Preserve/Community Garden	Emergency Services Station
Utilities (Minor)	Neighborhood Amenity Center	Group Home (16+ residents)
	Park (Neighborhood)	Halfway House
	School (Elementary)	Nursing/Convalescent Home
	Utilities (Intermediate)	Orphanage
	Wireless Transmission Facility (<41')	School (Middle)
		Student Housing

March 9, 2020

Ms. Sofia Nelson, CNU-A
Planning Director
City of Georgetown TX

Dear Ms. Nelson,

Matkin Hoover Engineering and Surveying is submitting this application for an amendment to the City of Georgetown's Zoning Map on behalf of the property owner for the property located at 901 Rockmoor.

The property is currently zoned General Commercial (C-3), which allows a mix of high intensity commercial uses. The property is adjacent to the Indian Creek Apartments, with shared ownership. The owner wishes to change the current zoning designation to Multifamily-1 (MF-1), allowing for the construction of multifamily units on the site.

The Future Land Use designation for the property is Community Commercial and Specialty Mixed Use. Per the City of Georgetown's 2030 Comprehensive Plan, the community commercial designation is for areas located close to major corridors and may include a variety of commercial uses. The Specialty Mixed-Use Area is intended to be located close to major thoroughfares and can include housing, specifically apartments and other multifamily units. Additionally, the property is located within the Growth Tier 1A, identified as a short term growth area, with the potential for development within 10 years of the creation of the 2030 Comprehensive Plan. Typically, the public infrastructure is in place to support the development within Tier 1A. However, some public infrastructure upgrades may be required to facilitate the healthy development of the area. Although the zoning doesn't necessarily trigger any infrastructure upgrades, the development of the site through subsequent applications will address any insufficiencies identified by staff. The proposed MF-1 zoning aligns with both the future land use and the growth tiers outlined in the goals of the 2030 Comprehensive Plan.

The proposed MF-1 zoning promotes the growth of a housing type that is missing from the community. Although new multifamily units are currently completing construction, there remains a lack of housing types to support the middle housing gap in the community. As stated in the 2030 Plan, high density residential provides options for "smaller households looking for alternatives to the large-lot single family home and younger families looking for affordability." Locating these residential uses along transportation corridors supports the transition from vehicular traffic to lower density residential neighborhoods. The transitional edge quality of the proposed zoning supports the safe, orderly and healthful development of the City.

The property is fronted on Rockmoor Dr, which serves as the secondary access to the southbound access road of Interstate 35. The surrounding zoning designations include a mix of commercial and residential districts. The parcel on the eastern edge of the property is currently developed for commercial uses. The property on the western edge is the first phase of the Indian Creek Apartments. The properties to the north, separated from the parcel by Rockmoor Dr,



include commercial uses and additional multifamily units. In addition, the property to the south is designated as open space, which is occupied by a network of caverns underneath the site. Based upon the mix of uses, the proposed zoning district is compatible, supported by the surrounding mix of commercial and residential uses.

The subject property is currently undeveloped. Several clusters of trees are located on the site, primarily towards the rear of the property. The overall site is 1.9 acres, which can accommodate any uses allowed within the MF-1 zoning district.

Our analysis of the 2030 Comprehensive Plan, the Unified Development Code and development changes within the defined area warrants a designation change from the existing Community Commercial (C-3) zoning district to the proposed Multifamily – 1 (MF-1) zoning district.

We appreciate your time reviewing our request.

Sincerely,

Matkin Hoover Engineering & Surveying
TBPE Firm Registration No. F-4512

A handwritten signature in blue ink, reading 'Matt Synatschk'. The signature is written in a cursive, flowing style.

Matt Synatschk
Development Manager



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending the scheduled public hearing on the matter.

Project Name/Address: 901 Rockmoore Dr.

Project Case Number: 2020-2-REZ **P&Z Date:** April 21, 2020 **Case Manager:** Michael Patroski

Name of Respondent: CHRIS PHILLIPS
(Please print name).

Signature of Respondent: 
(Signature required for protest)

Address of Respondent: 907 Rockmoore Dr, Georgetown TX 78628
(Address required for protest)

I am in FAVOR: _____ **I OBJECT:** 

Additional Comments:

I fear an uptick in vandalism and crime
if more residential housing is directly adjacent
to my business

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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Project Name/Address: 901 Rockmoore Dr.

Project Case Number: 2020-2-REZ P&Z Date: April 21, 2020 Case Manager: Michael Patroski

Name of Respondent: W.K. Laubach Trust, Wilburn B. Laubach Trustee
(Please print name)

Signature of Respondent: Wilburn B. Laubach
(Signature required for protest)

Address of Respondent: (home) 8400 Shenandoah Dr, Austin Tx 78753
(Address required for protest)

Conditionally

I am in FAVOR: _____

I OBJECT: _____

Additional Comments:

We recommend that the City of Georgetown Planning Department require the Multi-Family buildings requested to be constructed at address 901 Rockmoore Dr., be placed a distance north (offset) from the address south property line to prevent my property, south from this location, from being used as a trash dump including liquor bottles and drug paraphernalia. The upper story residents at the existing Indian Creek Apartments, located a short distance west from where the proposed Multi-Family buildings will be located, throw their debris onto my property.

Also, according to the "Location of Property NOTICE MAP", it shows an "offset" in the south property line. According to the W.W. Laubach Trust Deed Records and Surveyor drawings, the Laubach North property line (same as the south property line of address 901 Rockmoore Dr.) is a straight line. Please correct your NOTICE MAP drawing. Please see enclosed surveyor drawing insert.

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.

SIERRA VISTA SECTION THREE
(E/204 P.R.)

SIERRA VISTA
SECTION FOUR
BLOCK B
(R/32 P.R.)

"4,978 34' 11" in
Wallace Lumber Co.
Excessed 7/16/431 P.R.
8/16/1979

North Boundary 1/1651 1/1651 329/194, 579/118, 581/602 D.R.

Scale: 1" = 200'

2/9 D.R. 1.77.86 AC.

929/138 D.R.

FIRST TRACT

1/1072
1/1072 R.L. Sta. 948+00

1/1072
1/1072 R.L. Sta. 948+00

1/1072
1/1072 R.L. Sta. 948+00

1/1072
1/1072 R.L. Sta. 948+00

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1/1072 R.L. Sta. 948+00

1/1072
1/1072 R.L. Sta. 948+00

ORDINANCE NO. _____

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 1.8619 acres (81,103 square feet) of land being all of Lot 1, Block B, of Sierra Vista, Section 4, generally located at 901 Rockmoor Drive, from General Commercial (C-3) to Low-Density Multi-Family (MF-1) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

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

1.8619 Acres (81,103 SQUARE FEET) of land being all of Lot 1, Block B of Sierra Vista, Section 4, as recorded in Document Number 9922362 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on April 21, 2020, held the required public hearing and submitted a recommendation of denial to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on May 12, 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 General Commercial (C-3) to the Low-Density Multi-Family (MF-1), in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Legal Description) and incorporated herein by reference.

Ordinance Number: _____

Page 1 of 2

Description: 901 Rockmoor Rezoning

Case File Number: 2020-2-REZ

Date Approved: 5/26/2020

Exhibits A-B Attached

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

Section 4. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 12 day of May, 2020.

APPROVED AND ADOPTED on Second Reading on the 26 day of May, 2020.

THE CITY OF GEORGETOWN:

ATTEST:

Dale Ross
Mayor

Robyn Densmore,
City Secretary

APPROVED AS TO FORM:

Charlie McNabb
City Attorney

Ordinance Number: _____

Description: 901 Rockmoor Rezoning

Date Approved: 5/26/2020

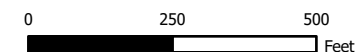
Page 2 of 2

Case File Number: 2020-2-REZ

Exhibits A-B Attached



Exhibit #1



LEGAL DESCRIPTION - 901 ROCKMOOR DRIVE

1.8619 ACRES (81,103 SQUARE FEET) OF LAND BEING ALL OF LOT 1, BLOCK B OF SIERRA VISTA, SECTION 4, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN CABINET R, SLIDE 32 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.8619 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; (BEARING BASIS IS THE WEST LINE OF SUBJECT TRACT BEING NORTH 15 DEGREES 03 MINUTES 00 SECONDS WEST);

BEGINNING AT 1/2 INCH IRON PIPE FOUND IN A CONCRETE MONUMENT FOR THE NORTHWEST CORNER OF SAID LOT 1, SAID 1/2 INCH IRON PIPE BEING IN THE SOUTH RIGHT-OF-WAY LINE OF ROCKMORE DRIVE (80 FEET WIDE);

THENCE ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH RIGHT-OF-WAY LINE OF SAID ROCKMORE DRIVE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 840.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 08 MINUTES 59 SECONDS, AN ARC LENGTH OF 178.12 FEET, A CHORD THAT BEARS NORTH 65 DEGREES 32 MINUTES 30 SECONDS EAST AND A CHORD DISTANCE OF 177.79 FEET TO 1/2 INCH CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

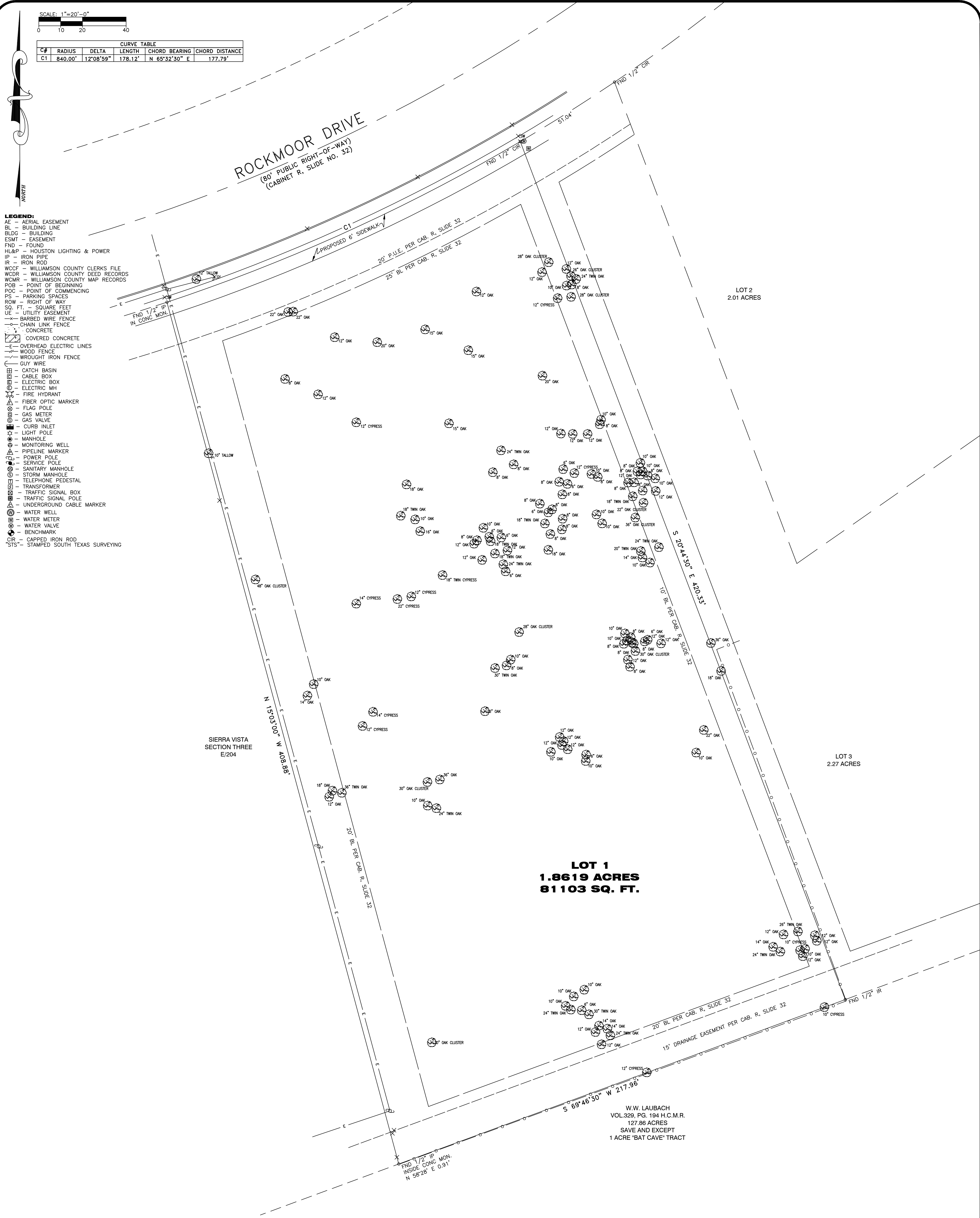
THENCE SOUTH 20 DEGREES 44 MINUTES 30 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, SAME BEING THE WEST LINE OF LOT 3 OF BLOCK B OF SEIRRA VISTA, SECTION 4, A DISTANCE OF 420.33 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 69 DEGREES 46 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 217.96 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 IRON PIPE FOUND IN A CONCRETE MONUMENT BEARS NORTH 58 DEGREES 28 MINUTES EAST, A DISTANCE OF 0.91 FEET;

THENCE NORTH 15 DEGREES 03 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 408.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.8619 ACRES (81,103 SQUARE FEET OF LAND MORE OR LESS.

FRED W. LAWTON, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2321
SOUTH TEXAS SURVEYING ASSOCIATES, INC.
FIRM NUMBER: 10045400
11281 RICHMOND AVENUE, J101
HOUSTON, TX 77082
PHONE: (281) 556-6918
FAX (281) 556-9331





NOTES:
1. BEARING BASIS IS THE WEST LINE OF THE SUBJECT TRACT BEING N 15°03'00" W.
2. SURVEYOR DID NOT ABSTRACT PROPERTY. SURVEY BASED ON LEGAL DESCRIPTIONS RECORDED IN CLERK'S FILE NO. 2000077843.
3. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
4. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF.
5. SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
6. THE FINDINGS AND OPINIONS OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. REFLECTED HEREON ARE PRIVILEGED, CONFIDENTIAL AND INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY FOR WHOM THIS WORK WAS PREPARED. IT IS UNDERSTOOD THAT THE USE OF, RELIANCE ON, OR REPRODUCTION OF SAME, IN WHOLE OR IN PART, BY OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. IS PROHIBITED AND WITHOUT WARRANTY, EXPRESS OR IMPLIED. SOUTH TEXAS SURVEYING ASSOCIATES, INC. SHALL BE HELD HARMLESS AGAINST DAMAGES OR EXPENSES RESULTING FROM SUCH UNAUTHORIZED USE, RELIANCE OR REPRODUCTION. COPYRIGHT 2018. ALL RIGHTS RESERVED.
7. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. CERTAIN EASEMENTS AND/OR BUILDING LINES MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. THIS SURVEY WAS DONE WITHOUT BENEFIT OF DEED. OWNER SHOULD OBTAIN A TITLE COMMITMENT BEFORE DESIGN OR CONSTRUCTION COMMENCES.

FLOOD NOTE:
PROPERTY LIES WITHIN FLOOD ZONE X-X-SHADED, ACCORDING TO F.I.R.M. MAP NO. 48491C 0480E, DATE 09-26-2008, BY GRAPHING PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.
BEFORE ANY DEVELOPMENT PLANNING, DESIGN OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY IN WHICH SUBJECT TRACT EXISTS SHOULD BE CONTACTED. SAID ENTITIES MAY IMPOSE LARGER FLOOD PLAN AND FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.

BOUNDARY AND TREES SURVEY OF
LOT 1, BLOCK B OF SIERRA VISTA SECTION 4 BLOCK B, A SUBDIVISION OF WILLIAMSON COUNTY, TEXAS AS SET FORTH IN THE PLAT AND MAP RECORDS OF WILLIAMSON COUNTY, TEXAS. ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET R, SLIDE 32, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

ADDRESS: 901 ROCKMOOR DRIVE GEORGETOWN, TEXAS 78628		REVISIONS:	
SITE:		NO.	DATE
JOB NO: 1748-18			
DATE: 10-12-18			
SCALE: 1" = 20'			
SHEET 1 OF 1			

SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Bldg J, Suite 101, Houston, Texas 77082
281-556-6918 FAX 281-556-9331
Firm Number: 10045400
Copyright 2018 South Texas Surveying Associates, Inc. K:\COMRES 2018\1748-18.DWG (TN.)

JOB NO: 1748-18

901 Rockmoor Rezoning 2020-2-REZ

City Council
5/12/2020

Item Under Consideration

2020-2-REZ

- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 1.816 acres (81, 103 square feet) of land being all of Lot 1, Block B of Sierra Vista, Section 4, A Subdivision, from the General Commercial (C-3) district to the Low-Density Multi-Family (MF-1) district, for the property generally located at 901 Rockmoor Drive. (2020-2-REZ)---

WoodSpring Suites North
Austin-Georgetown

Indian Creek Apartments

Inner Space Caverns

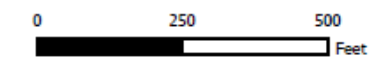


LOCATION

2020-2-REZ

Exhibit #1

-  Site
-  Parcels





Manitex Inc.

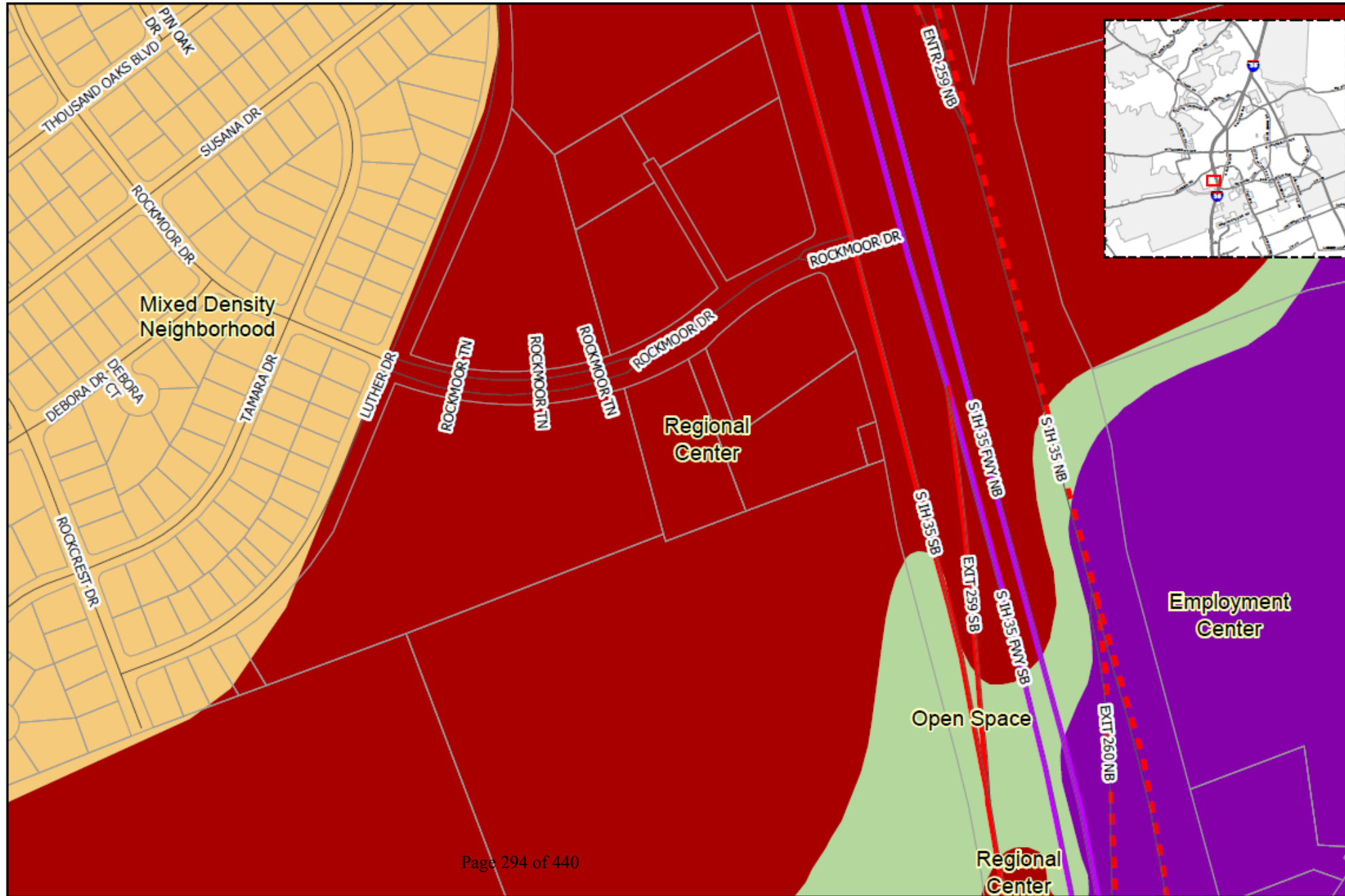


AERIAL
2020-2-REZ

 Site



0 250 500
Feet



**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

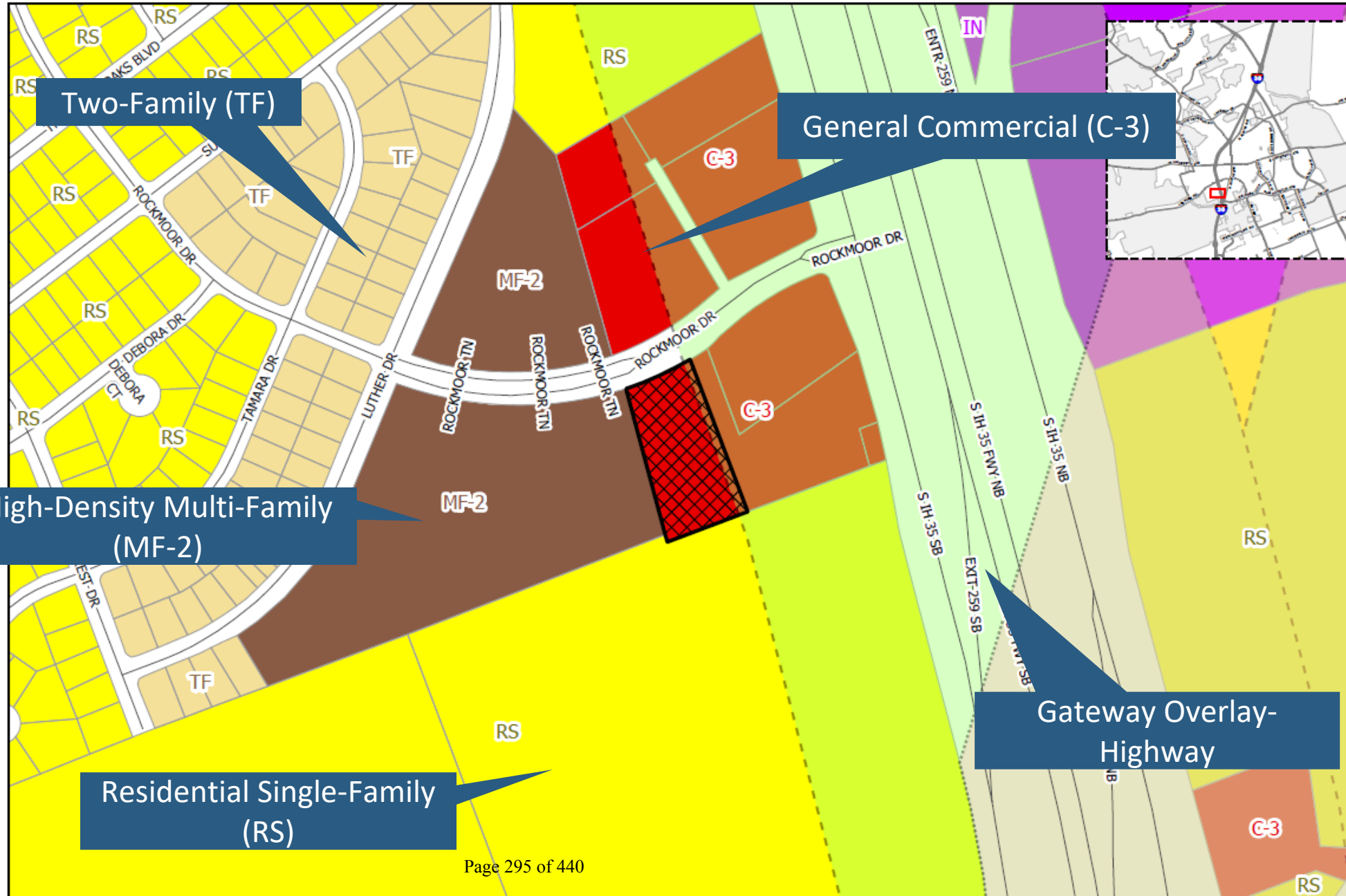
2020-2-REZ

Exhibit #2

- Site
- Parcels
- City Limits
- Georgetown ETJ
- Future Land Use**
 - Community Center
 - Employment Center
 - Institutional
 - Mining
 - Mixed Density Neighborhood
 - Neighborhood
 - Open Space
 - Parks and Recreation
 - Regional Center
 - Rural Residential
 - Special Area
- Thoroughfare**
 - Existing Freeway
 - Existing Major Arterial
 - Existing Minor Arterial
 - Existing Collector
 - Proposed Freeway
 - Proposed Major Arterial
 - Proposed Minor Arterial
 - Proposed Collector
 - Proposed Rail

0 150 300
Feet



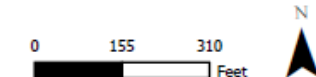


ZONING

2020-2-REZ

Exhibit #3

- Site
 - PUD
 - City Limits
 - Courthouse View Overlay
 - Old Town Overlay
 - Historic Overlay
 - Downtown Overlay
 - SPO Overlay
 - Gateway Overlay
 - Parcels
 - Georgetown ETJ
- Zoning**
- AG - Agriculture
 - BP - Business Park
 - C-1 - Local Commercial
 - C-3 - General Commercial
 - CN - Neighborhood Commercial
 - IN - Industrial
 - MF-1 - Low-Density Multi-family
 - MF-2 - High-Density Multi-family
 - MH - Manufactured Housing
 - MU-DT - Mixed-Use Downtown
 - OF - Office
 - PF - Public Facility
 - RE - Residential Estate
 - RL - Residential Low-Density
 - RS - Residential Single-Family
 - TF - Two-Family
 - TH - Townhouse



Regional Commercial (RC)

- Large concentration of commercial uses
- Serves a regional market
- Relies on access from major transportation routes and interchanges

Examples:

- *Major shopping centers*
- *Big-box retail*
- *Tourist attractions*
- *Auto-oriented commercial uses*

Low Density Multi-Family (MF-1)

- Attached and detached multi-family
- Apartments, condos, triplexes, fourplexes
- Should have convenient access to major thoroughfares
- Should not route traffic through low density areas
- May be appropriate adjacent to residential and non-residential districts

Dimensional Standards

- Max density = 14 units/acre
- Min. lot size = 12,000 sq. ft.
- Min. lot width = 50'
- Max building height = 35'
- Front setback = 20'
- Side setback = 10'
- Rear setback = 10'
- Side/rear street setback = 15'
- Side/rear setback to residential = 20'
- 15' bufferyard adjacent to RS

Zoning District

Low Density Multi-Family (MF-1)

Permitted by Right	Permitted with Limitations	Permitted with a SUP
Group Home (7-15 residents)	Church (with columbarium)	Activity Center (youth/senior)
Multi-Family, Attached	Day Care (family/group/commercial)	Assisted Living
Multi-Family, Detached	Golf Course	Bed and Breakfast (with events)
Rooming/Boarding House	Nature Preserve/Community Garden	Emergency Services Station
Utilities (minor)	Neighborhood Amenity Center	Group Home (16+ residents)
	Park (Neighborhood)	Halfway House
	School (Elementary)	Nursing/Convalescent Home
	Utilities (Intermediate)	Orphanage
	Wireless Transmission Facility (<41')	School (middle)
		Student Housing

Approval Criteria – UDC Section 3.06.030

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;	X		
The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;	X		

Approval Criteria – UDC Section 3.06.030

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and	X		
The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	X		

Planning and Zoning Commission Action:

- At their April 21, 2020 meeting, the Planning and Zoning Commission recommended approval by a vote of 7-0.

First Reading of an Ordinance

- An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 1.8619 acres (81,103 square feet) of land being all of Lot 1, Block B of Sierra Vista, Section 4, A Subdivision, generally located at 901 Rockmoor Drive, from General Commercial (C-3) to Low-Density Multi-Family (MF-1) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

First Reading of an Ordinance **amending Section 10.12.020** of the Code of Ordinances related to the **rate of speed** on **State Highway 29/University Avenue** -- Ray Miller, Public Works Director

ITEM SUMMARY:

The Texas Department of Transportation will review speed zones along a state facility to see if changes need to be made to existing speed zones. The last time that TxDOT did a speed zone study along SH-29 from the west city limits to the eastern city limits was 2008. Another reason for reviewing speed zones can be changes along the highway such as residential and commercial growth.

Based on the recent speed study TxDOT is recommending the following changes:

- A: West of River Terrace Drive to Wood Court - currently 65 mph recommending 60 mph
- B: Wood Court to just west of DB Wood - currently 55 mph - No change
- C: DB Wood to Wolf Lake Drive - currently 55 mph and 50 mph recommending 45 mph
- D: Wolf Lake to Scenic Drive - currently 40 mph - No change
- E: Scenic to Maple Street - currently 35 mph - No change
- F: Maple Street to just east of Hutto Road - currently 40 mph - No change
- G: Just east of Hutto Road to Southwestern - currently 50 mph recommending 40 mph
- H: Southwestern to Reinhardt - currently 50 mph - No change
- I: Reinhardt to Patriot Way - currently 55 mph - No change

FINANCIAL IMPACT:

None to the City of Georgetown. TxDOT will be responsible for installing the new speed zone signs along SH-29 / University Avenue.

SUBMITTED BY:

Ray Miller, Jr., Director of Public Works

ATTACHMENTS:

Proposed Speed Zone Changes along SH-29

Ordinance to adopt proposed speed changes along SH-29

Presentation for Proposed speed changes along SH-29

AGENDA ITEM COVER SHEET

SUBJECT: Proposed Speed Zone Changes on SH-29 / University Avenue from the western City Limits to the east City Limits.

Name of Sponsor: Ray Miller, Jr. – Director of Public Works

ITEM SUMMARY:

The Texas Department of Transportation will review speed zones along a state facility to see if changes need to be made to existing speed zones. The last time that TxDOT did a speed zone study along SH-29 from the west city limits to the eastern city limits was 2008. Another reason for reviewing speed zones can be changes along the highway such as residential and commercial growth. There have been a lot of changes along SH-29 / University Avenue since 2008.

Based on the recent speed study TxDOT is recommending the following changes:

- A: West of River Terrace Drive to Wood Court - currently 65 mph recommending 60 mph
- B: Wood Court to just west of DB Wood - currently 55 mph - No change
- C: DB Wood to Wolf Lake Drive - currently 55 mph and 50 mph recommending 45 mph
- D: Wolf Lake to Scenic Drive - currently 40 mph - No change
- E: Scenic to Maple Street - currently 35 mph - No change
- F: Maple Street to just east of Hutto Road - currently 40 mph - No change
- G: Just east of Hutto Road to Southwestern - currently 50 mph recommending 40 mph
- H: Southwestern to Reinhardt - currently 50 mph - No change
- I: Reinhardt to Patriot Way - currently 55 mph - No change

How are speed limits determined or set? Most states, counties and cities utilize the Manual of Uniform Traffic Control Devices (MUTCD) as a reference. The MUTCD as well as other transportation publications recommend setting speed zones (limits) based on the 85th percentile. When speed data is being collected along a particular section of a roadway and 85% of the vehicles are traveling at a certain speed or range of speed then that is the speed limit that should be recommended for that section of roadway. The 85th percentile is known as the industry standard for determining speed limits.

STAFF RECOMMENDATION:

Approval of the proposed changes to the speed zone (limits) along SH-29 / University from the western city limit to the eastern city limit.

FINANCIAL IMPACT:

N/A – TxDOT will be providing the new speed zone (limit) signs and the personnel to change out the signs

COMMENTS: You will notice that the attached Ordinance to adopt the proposed speed zone (limit) changes show eastbound and westbound. However, the speed zones do not change based on the direction of travel. The ordinance also refers to the road segments along SH-29 / University Ave by mile points, however is using crossing streets so that it is easier to identify the segments.

ATTACHMENTS:

- Cover Memo
- Proposed Ordinance
- Powerpoint Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 10.12.020 ENTITLED "STATE HIGHWAY 29" REGARDING THE RATE OF SPEED ON SH 29 WITHIN THE CITY LIMITS; PROVIDING FOR A PENALTY AND PROSECUTION PURSUANT TO SECTION 10.12.010 OF THE CODE OF ORDINANCES; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Georgetown finds it in the best interest of the community to periodically review and update speed zones within the City; and

WHEREAS, the City of Georgetown Public Works Department has reviewed the speed zones on SH 29 and recommends adjusting the maximum speed allowed within the city limits.

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. Section 10.12.020 of the Code of Ordinance of the City of Georgetown, Texas is hereby replaced in its entirety to read as follows:

It is hereby determined upon the basis of an Engineering and Traffic investigation that the prima facie maximum speed limit on those portions of SH 29 routed in the City of Georgetown, is hereby stated, which prima facie maximum speed limit shall be effective at all times and signs will be erected giving notice of the prima facie maximum speed limit so declared to wit.

Speed Zone

For eastbound traffic:

On SH 29 under Control-Section 337-01 starting from milepoint 8.351 (4,439 feet west of Wood Ranch Rd.) to milepoint 9.962 (42 feet west of Wood Ct.), a distance 1.611 miles, a prima facie speed limit of 60 miles per hour.

On SH 29 from milepoint 9.962 (42 feet west of Wood Ct.) to milepoint 10.162 (222 feet east of D.B. Wood Rd.), a distance of 0.200 miles, a prima facie maximum speed limit of 55 miles per hour.

On SH 29 from milepoint 10.162 (222 feet east of D.B. Wood Rd.) to milepoint 11.105 (570 feet east of Wolf Lake Dr.), a distance of 0.943 miles, a prima facie maximum speed limit of 45 miles per hour.

On SH 29 from milepoint 11.105 (570 feet east of Wolf Lake Dr.), to milepoint 11.600 (750 feet west of Scenic Dr.), a distance of 0.495 miles, a prima facie maximum speed limit of 40 miles per hour.

On SH 29 from milepoint 11.600 (750 feet west of Scenic Dr.) to milepoint 12.060 (at Austin Avenue), a distance of 0.460 miles, a prima facie maximum speed limit of 35 miles per hour.

On SH 29 at the centerline of Austin Avenue, milepoint 12.060 under Control-Section 337-01 is equivalent to milepoint 21.803 for Control-Section 337-02.

On SH 29 in Ctrl-Sec 337-2 from milepoint 21.803 (at Austin Avenue) to milepoint 22.411 (79 feet east of Maple St), a distance of 0.638 miles, a prima facie maximum speed limit of 35 miles per hour.

On SH 29 from milepoint 22.411 (79 feet east of Maple St) to milepoint 22.779 (Southwestern Blvd), a distance of 0.368 miles, a prima facie maximum speed limit of 40 miles per hour.

On SH 29 from milepoint 22.779 (Southwestern Blvd) to milepoint 25.686 which is the east Full Purpose Georgetown City Limit (ECL) and located on east side of Patriot Way, a distance of 2.907 miles, a prima facie maximum speed limit of 55 miles per hour.

For westbound traffic:

On SH 29 under Control-Section 337-02 starting from milepoint 25.686 at the east Georgetown full-purpose city limit (ECL) (east side of Patriot Way) to milepoint 22.779 (Southwestern Blvd), a distance of 2.907 miles, a prima facie maximum speed limit of 55 miles per hour.

On SH 29 from milepoint 22.779 (Southwestern Blvd) to milepoint 22.411 (79 feet east of Maple St), a distance of 0.368 miles, a prima facie maximum speed limit of 40 miles per hour.

On SH 29 from milepoint 22.411 (79 feet east of Maple St) to milepoint 21.803 (at Austin Avenue), a distance of 0.638 miles, a prima facie maximum speed limit of 35 miles per hour.

On SH 29 at the centerline of Austin Avenue, milepoint 21.803 for Control-Section 337-02 is equivalent to milepoint 12.060 under Control-Section 337-01.

On SH 29 (Ctrl-Sec 337-1) from milepoint 12.060 (at Austin Avenue) to milepoint 11.600 (750 feet west of Scenic Dr.), a distance of 0.460 miles, a prima facie maximum speed limit of 35 miles per hour.

On SH 29 from milepoint 11.600 (750 feet west of Scenic Dr.) to milepoint 11.105 (570 feet east of Wolf Lake Dr.), a distance of 0.495 miles, a prima facie maximum speed limit of 40 miles per hour.

On SH 29 from milepoint 11.105 (570 feet east of Wolf Lake Dr.) to milepoint 10.162 (222 feet east of D.B. Wood Rd.), a distance of 0.943 miles, a prima facie maximum speed limit of 45 miles per hour.

On SH 29 from milepoint 10.162 (222 feet east of D.B. Wood Rd.) to milepoint 9.962 (42 feet west of Wood Ct.), a distance of 0.200 miles, a prima facie maximum speed limit of 55 miles per hour.

On SH 29 from milepoint 9.962 (42 feet west of Wood Ct.) to milepoint 8.351 (4,439 feet west of Wood Ranch Rd.), a distance 1.611 miles, a prima facie speed limit of 60 miles per hour.

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 _____, 2020

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

Proposed Speed Changes on SH-29 / University

City Council Meeting
May 12, 2020

Speed Changes – SH-29 / University

- This will be Public Hearing and First Reading of an Ordinance proposing changes to the regulatory speed limits along SH-29 from the western city limit line to the eastern city limit line.

Speed Changes – SH-29 / University

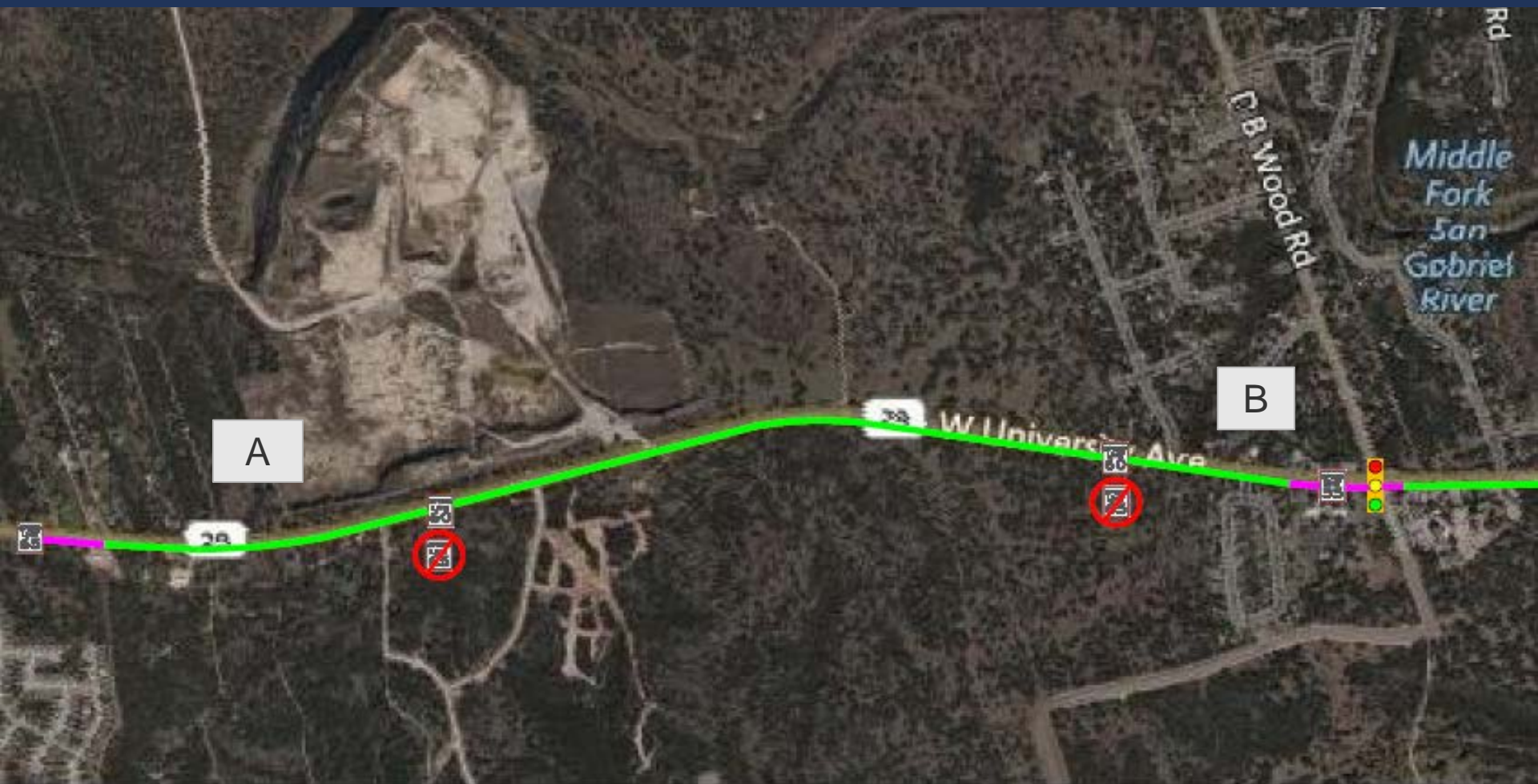
- The proposed changes to the speed limits are being recommended by TxDOT after a recent speed study along the SH-29 / University corridor.
- The speed study was conducted because it had been over 10 years since the last speed study was conducted (2008).
- A lot has changes along the corridor in the last 12 years.

Speed Changes – SH-29 / University

Changes:

- Segment A: West of River Terrace to Wood Court: currently 65mph recommending **60mph**
- Segment B: Wood Court to just west of DB Wood: currently 55mph – **No Change**
- Segment C: DB Wood to Wolf Lake Dr: currently 55mph and 50 mph recommending **45mph**
- Segment D: Wolf Lake Dr. to Scenic: Currently 40mph – **NO Change**

Speed Changes – SH-29 / University



Speed Changes – SH-29 / University

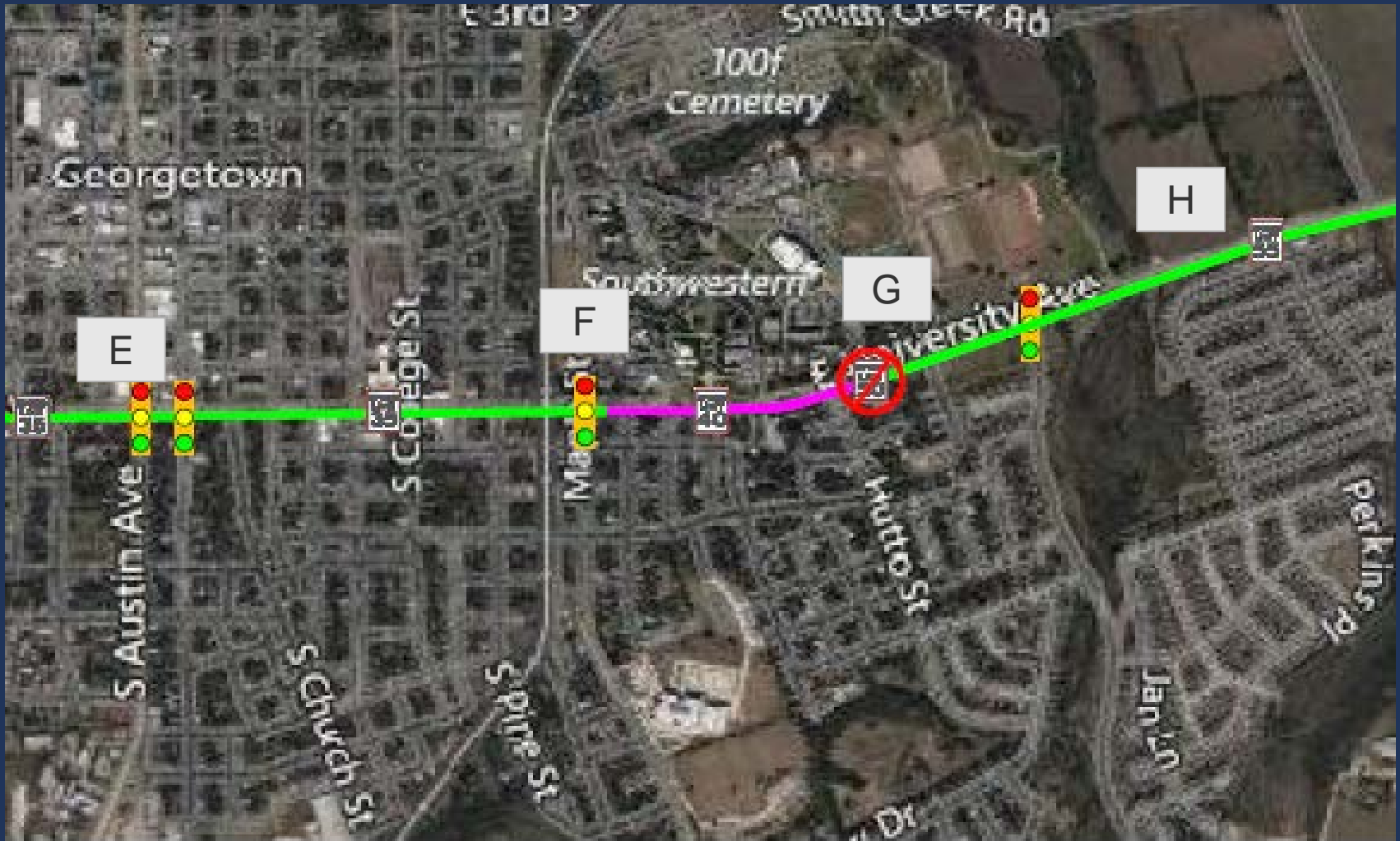


Speed Changes – SH-29 / University

Changes:

- Segment E: Scenic to Maple Street: Currently 35mph – **NO Change**
- Segment F: Maple Street to just east of Hutto Road: Currently 40mph – **No Change**
- Segment G: Just east of Hutto Road to Southwestern: Currently 50mph recommending **40mph**

Speed Changes – SH-29 / University

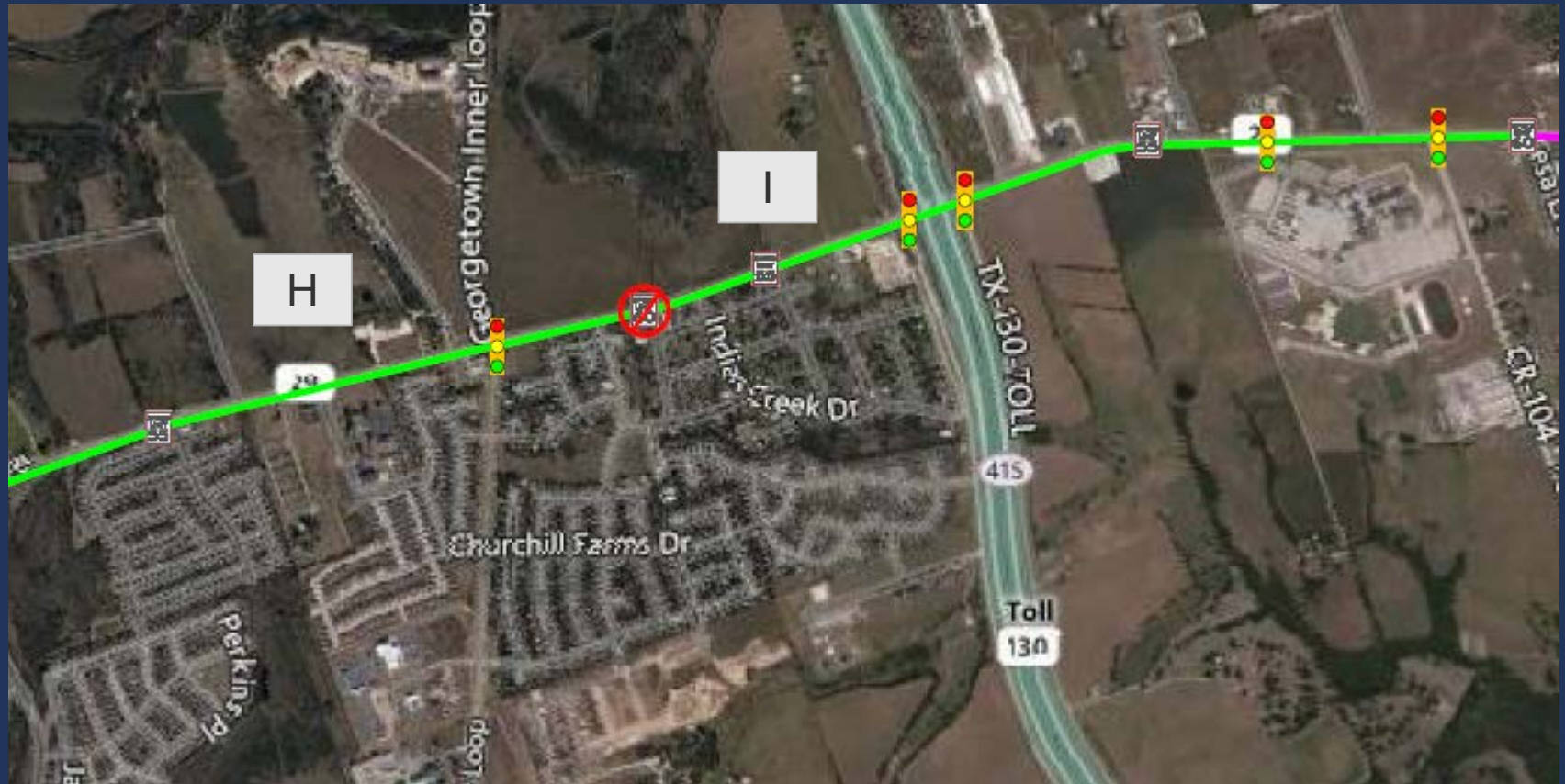


Speed Changes – SH-29 / University

Changes:

- Segment H: Southwestern to Reinhardt: Currently 50mph – **NO Change**
- Segment I: Reinhardt to Patriot Way: Currently 55mph – **NO Change**

Speed Changes – SH-29 / University



SH-29 / University – Traffic Counts

Location	2008	2010	2014	2018**
West of DB Woods	16,000	15,300	16,000	23,600
East of DB Woods	18,400	23,000	23,500	33,000
East of IH-35	23,000	22,000	21,200	23,100
West of Austin Avenue	16,900	16,100	16,000	17,400
East of Austin Avenue	15,500	14,900	13,900	16,200
East of Maple	12,300	14,400	13,100	15,400
East of Southwestern	11,000	12,000	11,700	13,400
East of SH-130	7,600	6,000	6,100	7,200

** TxDOT District Traffic Counts are published typically a 1-2 years after the counts are taken

Speed Changes – SH-29 / University

Summary of Changes:

- The speed study was conducted because it had been over 10 years (2008) since the last speed study was conducted.
- A lot has changes along the corridor since 2008.
- If the City is in disagreement with the proposed speeds, the MUTCD does offer some reasonable methods to come to an agreement.

Speed Changes – SH-29 / University

Next Steps:

- After City Council action on the proposed Ordinance – TxDOT will begin the process to change out the impacted signs and should be done installed in a couple of weeks after action.
- No remaining requirements for the City.

Questions?

Thank you!

City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

First Reading of an Ordinance **amending Chapter 13.04** of the Code of Ordinances, Article I related to **electric rates; adding section 13.04.050** related to **electric vehicle fast charger service**; and **amending section 13.04.084** related to **energy efficiency and conservation fee** -- Daniel Bethapudi, General Manager of the Electric Utility and Leticia Zavala, Director of Customer Care

ITEM SUMMARY:

The City's consultant, NewGen Strategies, presented an overview of the electric vehicle (EV) fast charger services rate to Council at a workshop on 4/14/20. The rate was recommended to provide for EV charging infrastructure within the City's electric territory. Below is an overview of the new rate components.

Rate Components:

- Customer Charge: \$350/Month
- Energy Charge: \$0.05648/kWh
- Power Cost Adjustment (PCA) Charge: \$0.02375/kWh
- Demand Charge: \$16/kW - (Billed on the greater of)
 - o Actual demand; or
 - o 500 kW; or
 - o 80% of peak month over previous 12-month period

In anticipation of utility bill assistance that may be needed in the community as a result of the financial hardships associated with COVID-19, the energy efficiency and conservation fee "Use" is being expanded to include bill assistance. Language has also been added to allow for Council to suspend the fee for a length of time at their discretion.

FINANCIAL IMPACT:

The potential impact of suspending the energy efficiency and conservation fee is approximately \$5,000/month.

SUBMITTED BY:

Daniel Bethapudi-General Manager of the Electric Utility, and Leticia Zavala-Director of Customer Care

ATTACHMENTS:

Ordinance - 1st Reading Electric Rates EEEEEC - 5-12-2020

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING CHAPTER 13.04, ARTICLE I OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN RELATED TO ELECTRIC RATES, ADDING SECTION 13.04.050 RELATED TO NEW ELECTRIC VEHICLE FAST CHARGER SERVICE; AND AMENDING SECTION 13.04.084 RELATED TO ENERGY EFFICIENCY AND CONSERVATION FEE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown periodically reviews and adjusts certain electric rates and fees; and,

WHEREAS, the City Council of the City of Georgetown finds that amending the current net metering rate is in the best interest of the City;

WHEREAS, the City Council of the City of Georgetown finds that adding a provision for Electric Vehicle Charging rates will provide a rate that enables certain vehicle charger stations to operation in the City;

WHEREAS, the City Council of the City of Georgetown finds that amending the Energy efficiency and energy conservation fee to allow for participating in certain electric bill assistance and other programs will help encourage energy efficiency and energy conservation in the City

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. Section 13.04.050, Electric Vehicle (EV) Charger Service, of the Code of Ordinances of the City of Georgetown is hereby added as follows.

Sec. 13.04.050. – Electric Vehicle (EV) Charger service

- A. *Availability.* Available to Electric Vehicle charging infrastructure providers whose design load or actual usage exceeds 500 kW of peak demand, but does not exceed

2,000 kW of peak demand, within the City of Georgetown electric service area and whose uses are not covered by a specific rate schedule. Companies must share sub-metered data to qualify for this rate.

B. *Net Monthly Rate.*

1. Customer Charge: \$350.00 per month
2. Energy Charge: \$0.05648 per kWh
3. Demand Charge: \$16.00 per kW per month, ******(Billed on greater of Actual demand OR 500 kW OR 80% of peak month demand over previous 12 month period). 1st month demand will be equal to system design demand.
4. Minimum Bill: \$8,350.00 per month.

C. *Power Cost Adjustment.* The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. *Transmission Delivery Cost Adjustment.* The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. *Sales Taxes.* Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Section 4. Section 13.04.084, Energy Efficient and Energy Conservation Fee of the Code of Ordinances of the City of Georgetown, Texas is hereby amended as follows:

Sec. 13.04.084. - Energy efficiency and energy conservation fee.

A. *Availability.* This fee will be charged to Residential customers for all domestic uses in residences, individual family apartments, and private rooming houses and to all Commercial and General Service consumers whose uses are not covered by a specific rate schedule.

B. *Net Monthly Rate.* Twenty cents per month per residential and commercial utility account.

C. *Sales Taxes.* Sales taxes, where applicable, will be charged to the consumer in addition to the above fee.

D. *Special Revenue Fund.* Funds collected will be deposited in a special revenue fund, with use limited to energy efficient and conservation program costs, activities, and financial incentives, including but not limited to the following.

1. Rebates, bill assistance, and incentives;
2. Program development, administration and implementation;

3. Marketing, advertising and education;
 4. Evaluation and consulting fees;
 5. Applicable hardware, software and software licenses;
 6. Labor, wages and salaries.
- E. *Suspension or Temporary Change of Fee.* Upon approval of the City Council at a duly posted meeting, the charge and collection of this fee may be changed and/or suspended as to all customers for a period of time as determined by the City Council.

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. 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 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect 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 _____, 2020.

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

City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

Second Reading of an Ordinance for a **Zoning Map Amendment** to **amend** the **New Westinghouse Investors Tract** Planned Unit Development District (**PUD**), to **revise** the **conceptual land plan** for approximately **26.62 acres** out of the Barney Low Survey Abstract No. 385, generally located **south** of **Westinghouse** and **west** of **May Street** and **north** of the **southern city limit boundary** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of Applicant's Request:

The Applicant is requesting an amendment of the originally approved Planned Unit Development (PUD) to allow for the rearrangement of office and multi-family residential portions of the subject 26.62 acre property. The current PUD establishes 15.42-acres of the property to be for multi-family development (MF-2) and the remaining 11.20-acres to be developed commercially (C-3). The total acreage for each use would remain the same.

The proposed amendment would move the office area originally located just north of N. Mays St. across the street from the other office area northeastward. The original office area would be replaced by a multi-family residential area. The Applicant's Letter of Intent is attached.

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 (53 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 1, 2020) and signs were posted on-site. As of the publication date of this report, staff has received four written comments in opposition and 1 in favor of the request.

Planning and Zoning Commission Recommendation:

On April 21, 2020 the Planning and Zoning Commission recommended approval of the PUD amendment request.

City Council 1st Reading:

On April 28, 2020 the City Council voted to approve the request on first reading.

FINANCIAL IMPACT:

None. The Applicant has paid the required application fees.

SUBMITTED BY:

Sofia Nelson, Planning Director

ATTACHMENTS:

staff report

Exhibit 1 - Location Map

Exhibit 2 - Future Land Use Map

exhibit 3 zoning map

Exhibit 4- PUD Development Plan

Bourn public comments

applicant letter of intent

applicant presenation

applicant provided past projects overview

ordinance

ordinance exhibit a



Planning and Zoning Commission Planning Department Staff Report

Report Date: April 17, 2020
Case No: 2020-1-PUD
Project Planner: Sofia Nelson, Planning Director

Item Details

Project Name: New Westinghouse Investors Tract Planned Unit Development
Project Location: South of Westinghouse Road north of N. Mays St., within City Council district No. 1.
Total Acreage: 26.62 acres (subject of amendment); 85.517 acres (total PUD)
Applicant: Tom Groll Engineering, PC, c/o Thomas Groll, P.E.
Property Owner: Horizontal Westinghouse Investors, LLC, c/o Toufic Abi-Aad
Request: Planned Unit Development Amendment to **swap the locations of Multi-Family Residential (MF-2) and Office (C-3) use areas** of the PUD for the subject property.
Case History: This is the first public hearing of this request. The original Planned Unit Development was approved on 5/9/2017.

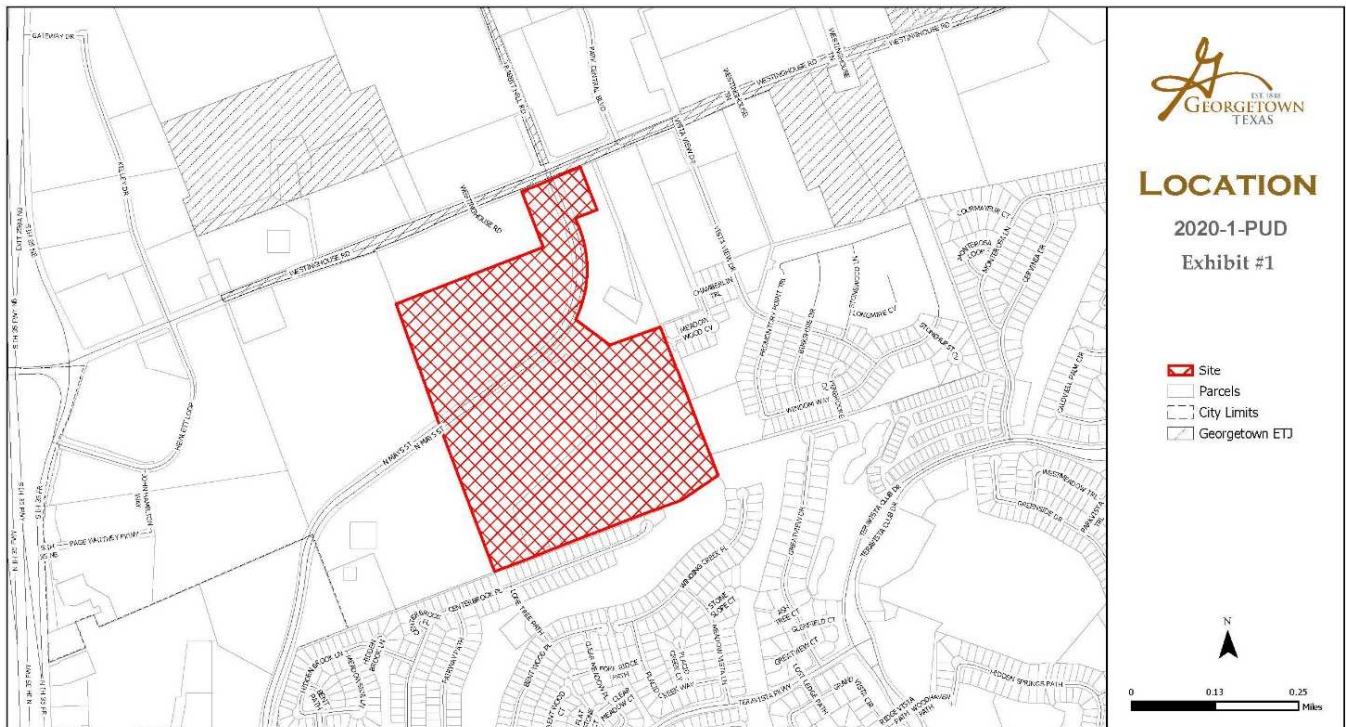


Figure 1: Location Map

Planning Department Staff Report

Overview of Applicant's Request

The Applicant is requesting an amendment of the originally approved Planned Unit Development (PUD) to allow for the rearrangement of office and multi-family residential portions of the subject 26.62-acre property. The current PUD establishes 15.42-acres of the property to be for multi-family development (MF-2) and the remaining 11.20-acres to be developed commercially (C-3). The total acreage for each use would remain the same.

The proposed amendment would move the office area originally located just north of N. Mays St. across the street from the other office area northeastward. The original office area would be replaced by a multi-family residential area. The original conceptual land plan is shown in figure 2 and the proposed conceptual land plan in figure 3 (areas of change highlighted). The Applicant's Letter of Intent is attached.

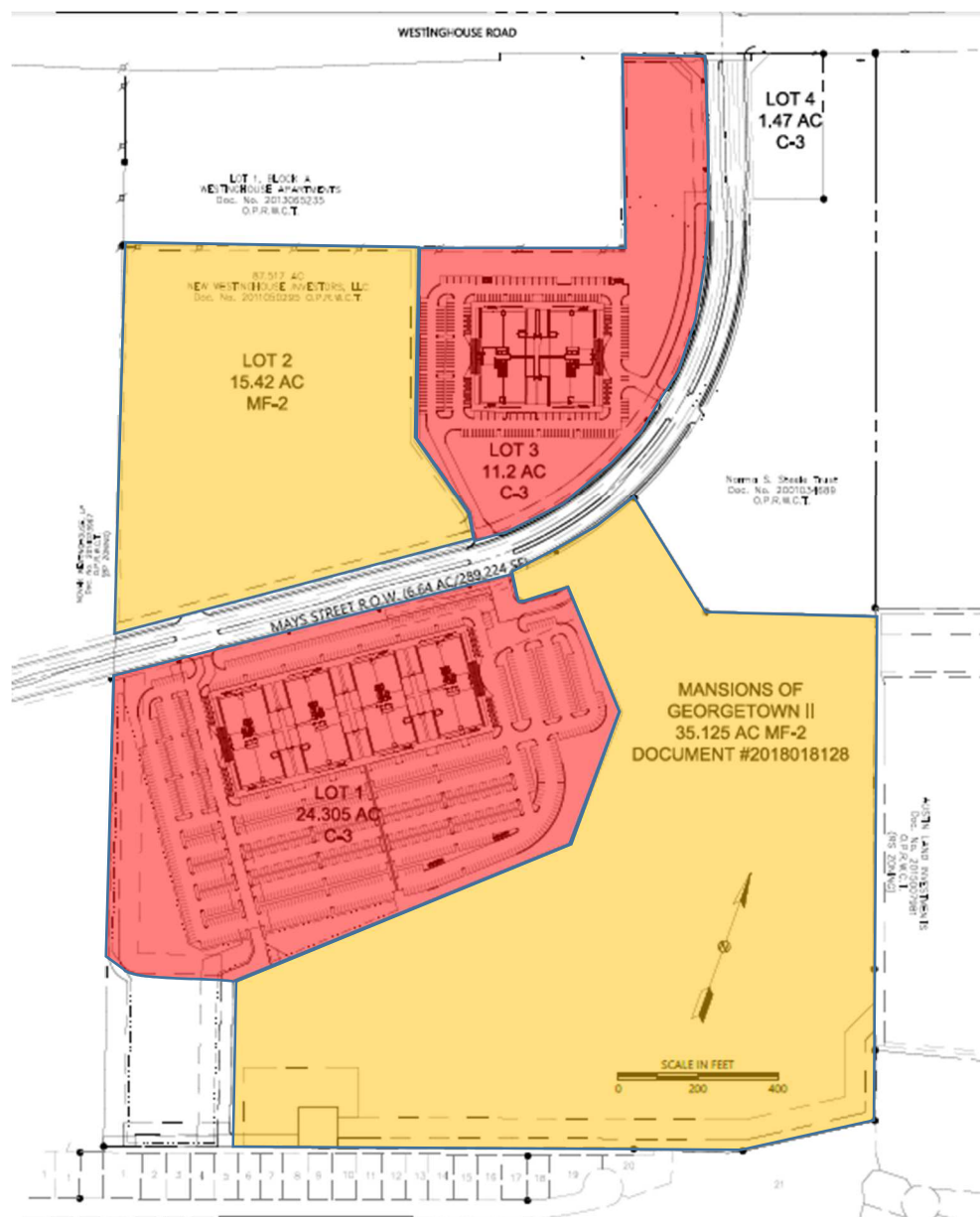


Figure 2: Proposed Conceptual Land Plan. Multi-family residential in orange, office in red

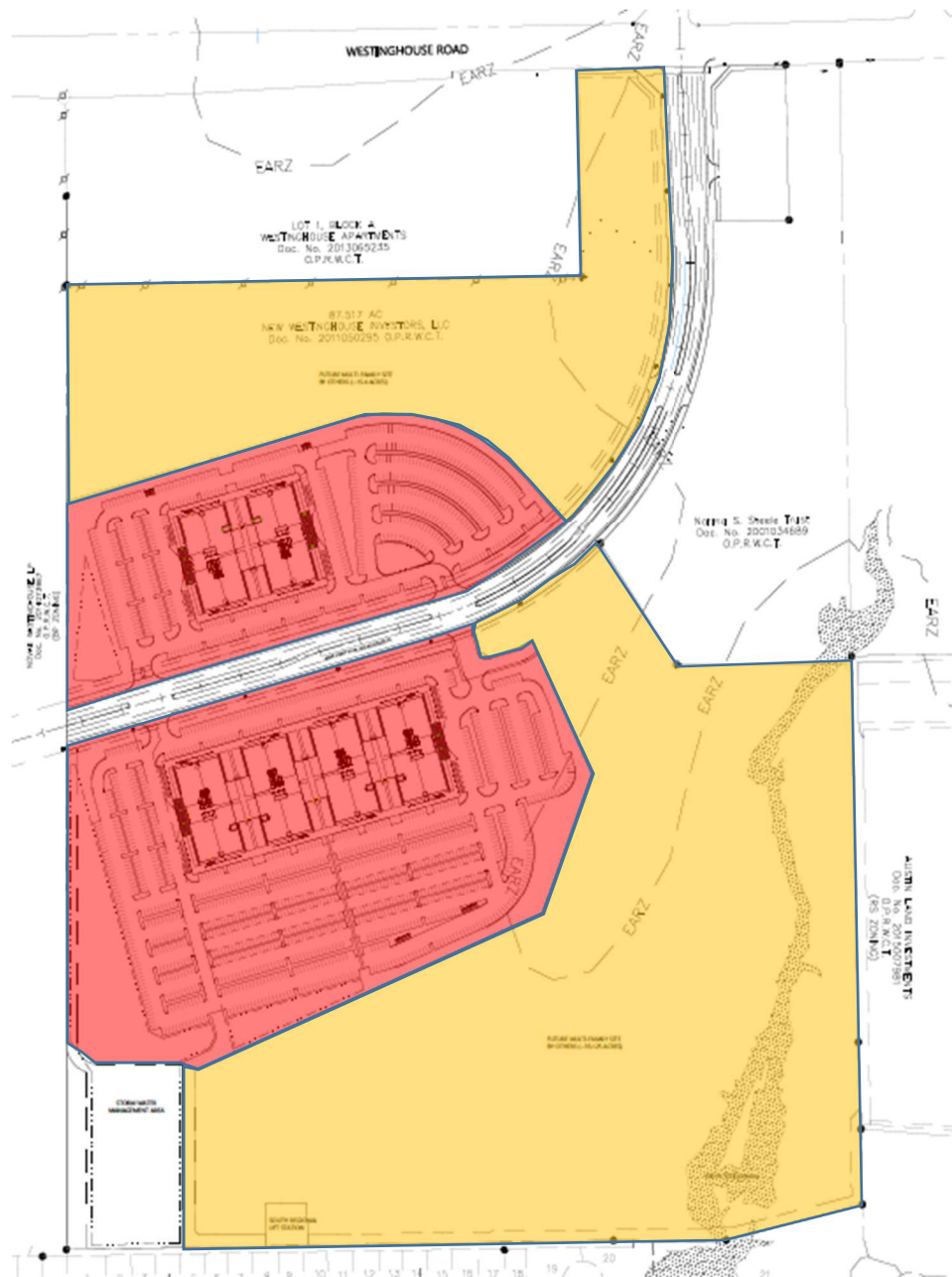


Figure 3: Original Conceptual Land Plan. Multi-family residential in orange, office in red

Site Information

Location:

The property subject to the proposed amendment is located on the north side of N. Mays St., south of Westinghouse Road and the Westinghouse apartments.

Physical and Natural Features:

The site slopes downward from Westinghouse Rd. toward N. Mays St. There are no significant woodlands or surface water features on the site.

Planning Department Staff Report

Future Land Use and Zoning Designations:

The subject property has an Employment Center Future Land Use designation and is currently zoned C-3 and MF-2 with a PUD Overlay.

Surrounding Properties:

The N. Mays St. corridor through the PUD is currently vacant.

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	C-1	Employment Center	Multi-family apartments
South	C-3 and MF-2	Employment Center	Vacant and multi-family
East	C-1 and AG	Employment Center	Vacant
West	BP	Employment Center	Vacant

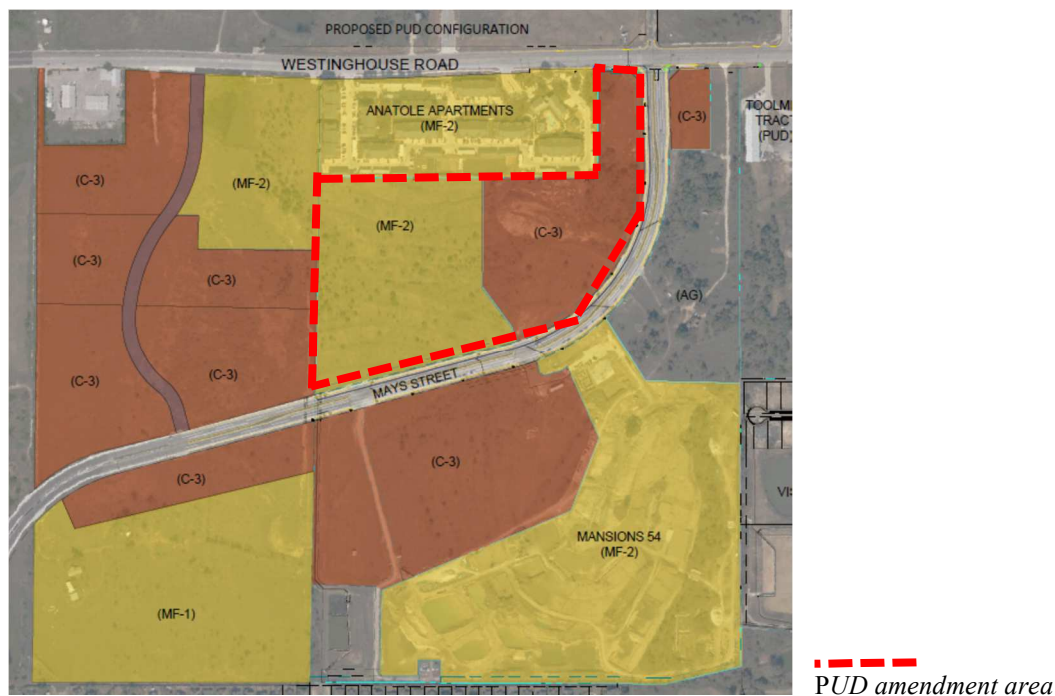


Figure 4: surrounding land use and proposed PUD configuration

Property History:

The original PUD was approved in May 2017, rezoning the property from MF-2, C-1 and BP. The PUD included a mix of commercial, office and multi-family uses linked by pedestrian trails. Included in the approval of the original PUD was a commitment by the applicant to initiate site plan approval for a minimum of 50,000 square feet of office space within one year. To date this requirement has not been satisfied.

Comprehensive Plan Guidance

Future Land Use Map:

Employment Center: The Employment Center category is intended for tracts of undeveloped land

2020-1-PUD

Planning Department Staff Report

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.

Growth Tier:

Tier 1B: Tier 1B is the area within the present city limits, or subject to a development agreement, surrounding Tier 1A that is generally under-served by infrastructure and where such service and facilities will likely be needed to meet the growth needs of the city once Tier 1A (that portion of the city where infrastructure systems are in place or can be provided) approaches build-out. This includes area subject to development agreements or annexation service plans, which mandate the provision of public facilities at varying levels of service. Other than this commitment, the City's priorities for capital improvements should focus on the development of a full array of services and facilities with adequate capacities in Tier 1A, prior to initiating additional major investments in Tier 1B.

Other Master Plans:

The Overall Transportation Plan (2035) depicts what is now N. Mays Street as a proposed Minor Arterial.

Utilities

The subject property is located within the City's service area for water and wastewater; a 16-inch water line is located along N. Mays St. and an 8-inch gravity wastewater line is located at the intersection of Westinghouse and N. Mays. Additionally, it is located within the Georgetown and TXU service area for electric. It is anticipated that there is adequate capacity to serve the subject property at this time.

Transportation

The portion of the PUD site requested for amendment is bordered by N. Mays St. on the south, which is designated a Minor Arterial on the Overall Transportation Plan. Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Minor Arterials connect lower functional classifications and major arterials and tend to be shorter in distance.

The site is also bordered by Westinghouse Road on the north, which is designated a Major Arterial. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

The site is approximately $\frac{3}{4}$ of a mile (along Westinghouse Road) from the I-35 / Westinghouse Road interchange.

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.

Planning Department Staff Report

Proposed Zoning district

The requested change to the previously approved PUD involves swapping the office/commercial area north of N. Mays St. (11.2 acres) and the planned multi-family residential area (15.42 acres) to the east. The result is an alternating pattern of office/commercial and multi-family residential on both sides of N. Mays St. There are no changes proposed to the development standards approved in the original PUD. The total area of commercial and multi-family development also remains the same.

The underlying zoning to the PUD is C-3 for the commercial portion and MF-2 for the residential portion) is proposed to be altered to match the new locations of the office/commercial and multi-family components as shown in Exhibit B.

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 requests

Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it does not comply with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined below:

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	Complies
An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	Complies
The entire site is shown on the Future Land Use Plan (at the time of submittal) as Employment Center and with the updated 2030 plan as Regional Center, indicating that the priority for the area is for the development of non-residential uses. To-date the required office/commercial portion of the PUD has not been developed. The existing site for office was developed to create a campus like office commercial center. The movement of the MF site to replace the existing location of office would remove the intent at the time of the original PUD to create two office sites across the street from each other. However, the over acreage and commitment for office space has not been reduced. Additionally, the planned connections and supporting commercial and multi-family development has been included in this PUD concept plan to complement the planned office space.	
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	Complies
Given the proposal made at this time is to request re-arrangement of land uses there are no significant negative impacts on health, safety or general welfare from the amendment. However, the rearrangement of uses as proposed creates a development pattern along the N. Mays St.	

Planning Department Staff Report

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA

corridor that will alternate between commercial and multi-family rather than creating a transition between uses. It is important to note that the topography of this property is challenging, since the original staff report was drafted for this case and the original negotiation of this PUD the applicant has coordinated with staff to plan for a more comprehensive plan for making this site developable and functional for the uses originally envisioned for this development. The applicant has spent a considerable amount of time with staff to identify a plan for a terraced multi-family project rather than a terraced office development. In the end given the need to fill some areas and terrace a portion of the property the arrangement of land uses will help support a functional arrangement of land uses within this PUD.

4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

Partially Comply

In analyzing this request it does appear the proposed change would create a mis-match of uses along Mays Street isolating the commercial/office component north of N. Mays St. so that it is surrounded by multi-family residential uses. In an effort to address this concern the applicant provided an exhibit outlining the plan for connecting uses via pedestrian and vehicular connection. Staff has identified this criteria for approval as partially complies in part because the separating of the office uses will remove the opportunity to create a campus environment along the Mays Street corridor however given some of the site specific elements of the property and the planned connections between uses it is staff's finding that the applicant is trying to address the concern to alleviate the isolation of uses.

5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

Partially Complies

Overall the mix of uses in the PUD, and the acreages associated with each, remains the same. The location of the uses, however, would take away the orderly transition between multi-family and office uses along the corridor.

In addition to the rezoning criteria above, staff has reviewed the request and determined that the proposed request complies the criteria and objectives established in UDC Section 3.06.040 for a Planned Unit Development (PUD), as outlined below:

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA

1. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.

Complies

The quantities of commercial/office and multi-family residential are not changing, and thus the balance of uses has not changed.

2. An orderly and creative arrangement of all land uses with respect to each other and to the entire community.

Partially Complies

The proposed arrangement of multi-family and commercial/office uses is not ideal, however given the planning of connections and the physical characteristics of the site the applicant has planned for

Planning Department Staff Report

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
a development that is respectful and in general keeping with the original intent of the PUD. Removal of the commercial/office use from directly across from the commercial/office planned south of N. Mays St. removes the campus-like setting that was envisioned with the original PUD.	
3. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.	Partially Complies
The applicant has provided a plan for vehicle and pedestrian connections between the proposed multi-family and office uses that will be made up of trails and concrete sidewalk connections. Staff has identified this as partially compliance in part because the connection could be supported by more detailed development plans for these areas. Given the juncture of this plan additional work with the applicant will occur at the time of site development to ensure a consistency and detail to making sure the pedestrian connections planned for occur in a manner that are usable.	
4. The provisions of cultural or recreational facilities for all segments of the community.	Complies
No changes to cultural or recreational facilities are proposed with this amendment. Although, as described in #3 above, the pedestrian connections are not as functional as the original PUD.	
5. The location of general building envelopes to take maximum advantage of the natural and manmade environment.	Partially Complies
It does appear the applicant is requesting the proposed amendments to take maximum advantage of the grading and fill needed for this site to be developable.	
6. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	Complies
No staging plan has been provided separate from the original PUD.	

Class A office campus is an important opportunity for the city that was prioritized in the form of a guarantee (50,000 square feet of office within the first year) in the original PUD. Given the physical topography of the site the applicant has reviewed the marketability of the site and has found the amount of grading and filling needed to make the original site functional for office space is not practical and is better suited for the multi-family development rather than office. Since the original staff report drafting for this case staff has worked with the applicant to gain a better understanding of the site and the needs to move forward with making both sides of Mays Street developable for an office use. The proposed PUD revision does not reduce the overall intent of the purpose of the PUD and does not take steps to reduce the intent and purpose of the 2030 plans for this area.

Meetings Schedule

4/21/2020 – Planning and Zoning Commission

4/28/2020 – City Council First Reading of the Ordinance

Planning Department Staff Report

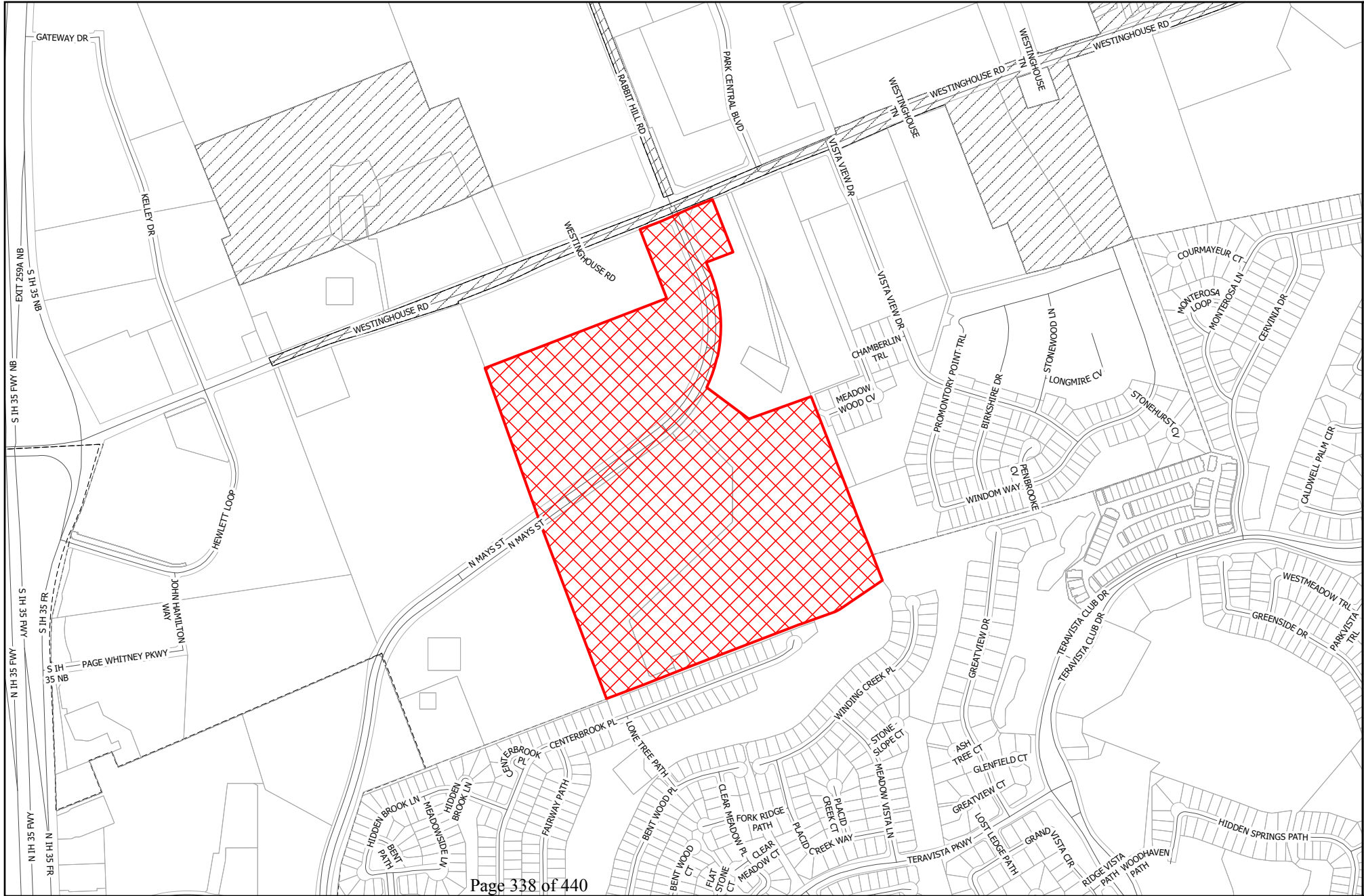
5/12/2020 – City Council Second Reading of the Ordinance

Public Notification

As required by the Unified Development Code (UDC), all property owners within 300 feet of the subject property were notified of the request (53 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 1, 2020) and signs were posted on-site. As of the publication date of this report, staff has received four written comments in opposition and 1 in favor of the request.

Attachments

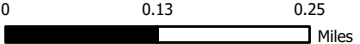
- Exhibit 1 – Location Map
- Exhibit 2 – Future Land Use Map
- Exhibit 3 – Zoning Map
- Exhibit 4 – Planned Unit Development (PUD) Development Plan
- Exhibit 5 – Letter of Intent

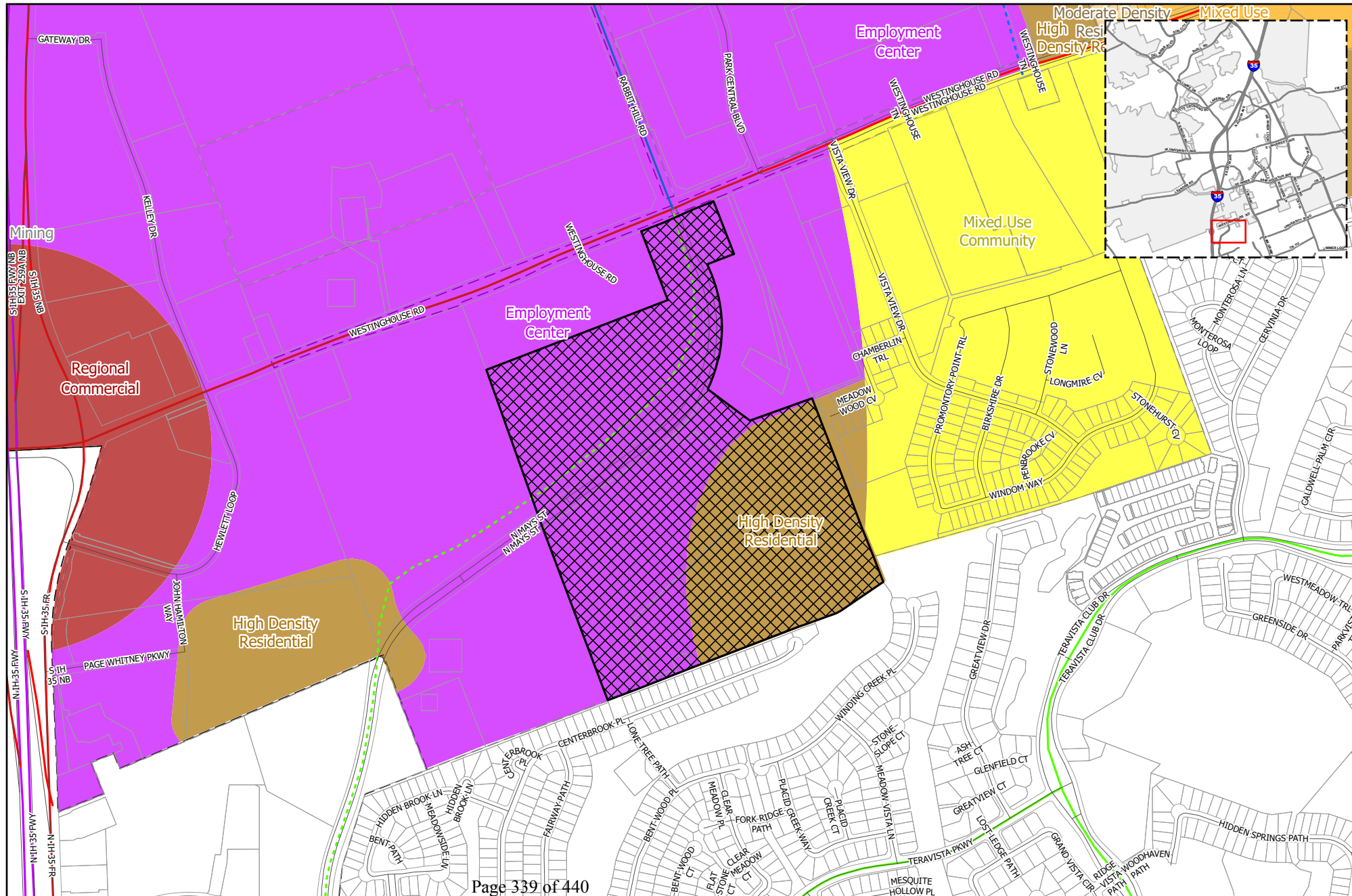


LOCATION

2020-1-PUD
Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ





**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

**2020-1-PUD
Exhibit #2**

- Site
- Parcels
- City Limits
- Georgetown ETJ
- Future Land Use**
- INST
- RC
- CC
- ARR
- EC
- HDR
- LDR
- M
- MUC
- MUNC
- MDR
- OS
- SMUA

- Thoroughfare**
- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

0 500 1,000
Feet



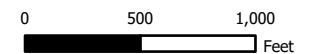


ZONING

2020-1-PUD

Exhibit #3

- Site
 - PUD
 - City Limits
 - Courthouse View Overlay
 - Old Town Overlay
 - Historic Overlay
 - Downtown Overlay
 - SPO Overlay
 - Gateway Overlay
 - Parcels
 - Georgetown ETJ
- ### Zoning
- AG - Agriculture
 - BP - Business Park
 - C-1 - Local Commercial
 - C-3 - General Commercial
 - CN - Neighborhood Commercial
 - IN - Industrial
 - MF-1 - Low-Density Multi-family
 - MF-2 - High-Density Multi-family
 - MH - Manufactured Housing
 - MU-DT - Mixed-Use Downtown
 - OF - Office
 - PF - Public Facility
 - RE - Residential Estate
 - RL - Residential Low-Density
 - RS - Residential Single-Family
 - TF - Two-Family
 - TH - Townhouse



“EXHIBIT A”

New Westinghouse Investors Tract Planned Unit Development Development Plan

A. PROPERTY

The New Westinghouse Investors Tract Planned Unit Development District is located south of Westinghouse Road and is bisected by Mays Street. The existing PUD (Ordinance #2017-31) represents 87.517 acres, described as AW0385 – B.C. Low SUR., recorded in Document 201500509, Official Public Records of Williamson County. The PUD area consisted of three primary tracts of land: 59.43 acres on the south side of Mays Street; 26.62 acres on the north side of Mays Street; and a 1.47 acre parcel at the southeast corner of Westinghouse Road and Mays Street. On the south side of Mays Street, the 59.43-acre tract was divided into two tracts: a 35.12-acre multi-family site (MF-2) and a 24.31-acre commercial tract (C-3). On the north side of Mays Street, the 26.62-acre tract was divided into two tracts: a 15.42-acre multi-family site (MF-2) and an 11.20-acre commercial tract (C-3). The 1.47-acre tract southeast of Westinghouse Road and Mays Street is zoned for commercial development (C-3).

Subsequent to establishing the current PUD the owner sold the 35.12-acre multi-family site south of Mays Street, which has been developed as “The Mansions of Georgetown II”. As a result, that 35.12-acre multi-family site is not a part of, and is unaffected by, this proposed PUD Amendment. Out of the remaining 52.39-acres, the 24.31-acre commercial tract south of Mays Street and the 1.47-acre commercial tract at the southeast corner of Westinghouse Road and Mays Street are unaffected by this proposed PUD Amendment and will continue to be governed by the zoning and development standards established by Ordinance 2017-31.

The 26.62-acre tract on the north side of Mays Street is the subject of this proposed PUD Amendment and is hereafter defined as the “Property”.

B. PURPOSE

The current PUD establishes 15.42-acres of the Property to be for multi-family development (MF-2) and the remaining 11.20-acres to be developed commercially (C-3). This PUD Amendment does not seek to change the land areas for each zoning category within the Property; upon approval of this amendment there will continue to be 15.42 - acres of multifamily (MF-2) and 11.20-acres of commercial (C-3) zoned area. This PUD Amendment does not seek to change any of the established development standards, building setbacks, allowable uses, or landscape requirements. Rather, the purpose of this amendment is to reconfigure the shapes and locations of the MF-2 and C-3 zoned areas to better accommodate their intended developments.

In accordance with UDC Section 4.06.010.C “Development Plan Required”, this Development Plan titled **Exhibit A** is a summary of the development and design standards for the property and is unchanged from the Development Plan represented by Ordinance 2017-31.

The project continues to propose a mix of commercial, office and high-density multi-family residential units with continuity and uniformity in signage and landscaping. Pedestrian trails will be designed to provide a link between uses and shared by residents of the multi family tracts and employees of the commercial buildings.

C. APPLICABILITY AND BASE ZONING

In accordance with UDC Section 4.06.010.A "Compatibility with Base Zoning District", all development of the property shall conform to the base zoning districts of C-3 and MF-2. Except for those provisions specifically defined by Ordinance 2017-31 and this Development Plan, all development standards established in the most current version of the UDC at time of development shall be applicable, including amendments or ordinances adopted after the date of this PUD. In the case that this Development Plan does not address a specific item, the City of Georgetown UDC and any other applicable Ordinances shall apply. In the event of a conflict between the regulations of this PUD and the regulations of the appropriate base zoning district, the PUD shall control.

D. CONCEPTUAL LAND PLAN

A Conceptual Land Plan has been attached to this Development Plan as **Exhibit B** to illustrate the land use and design intent for the property. The Conceptual Land Plan is intended to serve as a guide to illustrate the general vision and design concepts and is not intended to serve as a final document. As such, proposed building and parking locations and configurations are subject to refinement at time of Site Plan review. The Conceptual Land Plan depicts a series of buildings, parking, outdoor areas, and landscaping that may be developed in phases, provided the minimum requirements of the PUD district are proportionally met with each phase. Approval of this PUD Amendment, Development Plan, and Conceptual Land Plan does not constitute approval of a Site Plan per Section 3.09 of the UDC.

E. LAND USES

1. Primary Uses. The primary uses of the Property shall be office, commercial and high-density multi-family residential. This Property will continue to be subject to any obligations of the Owner established by agreement with the City of Georgetown.

2. Other Permitted Uses.

No additional uses are proposed in either of the underlying zoning districts.

3. Prohibited Uses.

Pursuant to Chapter 5 of the Code and this PUD, the following shall be prohibited uses for all C-3 areas or tracts **except** the 1.467-acre C-3 tract at the southeast corner of Westinghouse Road and Mays Street.

- (a) Mf, Attached Dwelling Units
- (b) Upper-Story Residential
- (c) Home-Based Business
- (d) Assisted Living
- (e) Nursing or Convalescent Home
- (f) Hospice Facility
- (g) School, Elementary
- (h) School, Middle
- (i) School, High
- (j) Day Care, Group
- (k) Activity Center, Youth or Senior
- (l) Community Center
- (m) Correctional Facility
- (n) Emergency Service Station
- (o) Social Service Facility
- (p) Transient Service Facility
- (q) Hospital
- (r) Hospital Psychiatric
- (s) Substance Abuse Facility
- (t) Religious Assembly Facilities
- (u) Religious Assembly Facilities with Columbaria
- (v) Public-Park, Regional
- (w) Cemetery, Columbaria, Mausoleum or Memorial Park
- (x) Live Music or Entertainment
- (y) Dance Hall or Nightclub
- (z) Theater, Movie or Live
- (aa) Membership Club or Lodge
- (bb) Major Event Entertainment
- (cc) Event Facility
- (dd) Commercial Recreation
- (ee) Driving Range
- (ff) Firing Range, Indoor
- (gg) Blood or Plasma Center
- (hh) Data Center
- (ii) Agricultural Sales
- (jj) Flea Market
- (kk) Laundromat
- (ll) Small Engine Repair
- (mm) Funeral Home
- (nn) Kennel
- (oo) Self Storage Outdoor
- (pp) Event Catering and Equipment Rental Services
- (qq) Pest Control or Janitorial Services
- (rr) Manufactured Housing Sales
- (ss) Automotive Sales, Rental or Leasing Facility
- (tt) Automotive Parts and Accessories, Outdoor
- (uu) Automobile Repair and Service Limited
- (vv) Automobile Repair and Service General
- (ww) Recreational Vehicle Sales Rental or Service

Site Specific Restrictions for the 1.467-acre C-3 at Westinghouse and Main Street

- (a) Mf, Attached Dwelling Units
- (b) Upper-Story Residential
- (c) Home-Based Business
- (d) Assisted Living
- (e) Nursing or Convalescent Home
- (f) Hospice Facility
- (g) School, Elementary
- (h) School, Middle
- (i) School, High
- (j) School, College
- (k) School, Business or Trade
- (l) Day Care, Group
- (m) Day Care Commercial
- (n) Activity Center, Youth or Senior
- (o) Community Center
- (p) Correctional Facility
- (q) Emergency Services Station
- (r) Government or Postal Office
- (s) Library or Museum
- (t) Social Service Facility
- (u) Transient Service Facility
- (v) Hospital
- (w) Hospital Psychiatric
- (x) Substance Abuse Facility
- (y) Religious Assembly Facilities
- (z) Religious Assembly Facilities w/ Columbaria
- (aa) Public Park, Neighborhood
- (bb) Public Park, Regional
- (cc) Cemetery, Columbaria, Mausoleum, or Memorial Park
- (dd) Inn
- (ee) Hotel, Boutique
- (dd) Hotel Full Service
- (ff) Hotel Limited Service
- (gg) Hotel Extended Stay
- (hh) Motel
- (ii) Theater, Movie or Live
- (jj) Major Event Entertainment
- (kk) Event Facility
- (ll) Driving Range
- (mm) Firing Range, Indoor
- (nn) Blood or Plasma Center
- (oo) Medical Complex
- (pp) Data Center
- (qq) Laundromat
- (rr) Small Engine Repair
- (ss) Funeral Home
- (tt) Manufactured Housing Sales
- (uu) Automotive Sales, Rental or Leasing Facility
- (vv) Automotive Parts & Accessories Sales, Indoor
- (ww) Automotive Parts and Accessories, Outdoor
- (xx) Automotive Repair and Service Limited
- (yy) Automotive Repair and Service General

4. Permitted Accessory Uses.

No accessory uses are proposed in either of the underlying zoning districts.

F. DESIGN STANDARDS

All buildings within this PUD will comply with the UDC Non-Residential Design Standards unless otherwise modified within this PUD.

1. **Densities:** *[see tables below]*
2. **Setbacks:** As permitted in Section 7.03.030 C.4.a.ii of the UDC, retaining walls shall be permitted to be constructed within the building setback.
[see tables below]
3. **Building Heights:** *[see tables below]*

C-3 DESIGN STANDARDS

Dimension	General Commercial C-3 Per UDC	General Commercial C-3 PUD Request
District Size – Min. Acreage	5 Acres	1 Acre
Lot Width (minimum)	50 ft.	50 ft.
Front/Street Setback (minimum)	25 ft.	25 ft.
Side Setback (minimum)	10 ft.	10 ft.
Side Setback to Residential District (minimum)	15 ft.	15 ft.
Rear Setback (minimum)	10 ft.	10 ft.
Rear Setback to Residential (minimum)	25 ft.	25 ft.
Max Height of Building	45 ft.	60/80 ft.*
Bufferyards	C	C

*Office building height limited to 60 ft. / 80 ft. building height allowed for hotel only.

MF-2 DESIGN STANDARDS

Lot and Dimensional Standards	MF-2 (High Density Multifamily) Per UDC	MF-2 (High Density Multifamily) PUD Request
Lot Size (minimum)	2 Acres	2 Acres
Dwelling Units per acre (maximum)	24 Units	24 Units
Apartment Units per Structure (maximum)	24 Units	24 Units
Lot Width (minimum)	50 ft.	50 ft.
Front Setback (minimum)	25 ft.	25 ft.
Side Setback (minimum)	15 ft.	15 ft.
Side Setback to Residential District (minimum)	30 ft.	30 ft.
Rear Setback (minimum)	15 ft.	15 ft.
Rear Setback to Residential District (minimum)	30 ft.	30 ft.
Building Height (maximum)	45 ft.	45 ft.

4. Building Materials. Materials and colors will be submitted to the Planning Director as a condition for final approval of the Site Plan(s).

At least 80% of the collective walls of a building shall be finished in one or more of the following building materials:

- A. Brick, stone, cast stone, marble, granite, glass block, tile, or prefinished architectural metal panels.
- B. Stucco or plaster.
- C. Split-face, shotblast, exposed aggregate, groundface or vertical scored concrete block, poured-in-place concrete, and tilt-wall concrete. Any use of concrete products shall have an integrated color and be textured or patterned. Tilt-wall

concrete structures shall include reveals, punch-outs or other similar surface characteristics to enhance the wall on at least 10% of each wall.

- D. Glass with less than 20% reflectance. A maximum of 50% of the first two stories or floors of a building may be constructed in glass. Above the first two stories or floors, there are no restrictions on the amount of glass allowed.
- E. The following materials may be counted towards the minimum building material requirement if they are installed a minimum of four feet above ground level but shall not comprise more than 60% of the collective walls of the building.
 - 1. Exterior Insulation and Finish System (EIFS) or equivalent product; or
 - 2. The use of Cellulose fiber-reinforced cement building siding that is horizontally installed, such as Hardi-plank or similar product approved by a nationally recognized building products evaluation service shall be limited to the multi-family portions of the project.

5. Building Articulation.

A. Horizontal Articulation (Footprint).

- 1. No building wall shall extend laterally for a distance greater than 120 feet without a perpendicular offset of at least 3 feet.
- 2. Where the length of the wall is less than 120 feet, articulation is not required.
- 3. The perpendicular offset shall extend laterally for a distance equal to at least 50% of the building's average height.
- 4. The perpendicular and lateral offset(s) may be divided and distributed throughout the length of the wall if the applicant demonstrates, to the satisfaction of the Director, that the intent of this Section has been met.

B. Vertical Articulation.

- 1. No building wall shall extend laterally for a distance greater than 120 feet without a change in vertical elevation of at least 25% of such height.
- 2. The change in elevation shall extend laterally for a distance equal to at least 50% of the building's height.
- 3. The vertical change(s) in elevation may be divided and distributed throughout the length of the wall if the applicant demonstrates, to the satisfaction of the Director, that the intent of this Section has been met.

- 6. **Exterior Lighting.** Exterior Lighting on the Property and its buildings will comply with the requirements set forth in Section 7.05 of the UDC related to outdoor lighting unless otherwise described in this PUD. Lighting along Mays Street to be installed with the construction of Mays Street (by others).

G. PARKING.

Parking on the Property shall be in conformance with Chapter 9 of the UDC except as otherwise stated in this Development Plan.

H. VEHICULAR ACCESS AND CIRCULATION

- 1. Transportation Impact Analysis (TIA).** The project will be developed in phases and TIA's shall be prepared, submitted and reviewed with any phase of the project that triggers a TIA as established in the Unified Development Code.
- 2. Driveway Access.** Bi-directional curb cuts shall be limited to those locations where existing median breaks on Mays Street are located. Additional right-in/right-out only driveways may be proposed at the time of Site Plan review and approval. Cross access between lots may be limited/restricted due to topographic constraints. Shared driveways shall be encouraged throughout the project.

I. TREE PRESERVATION

Tree Preservation on the Property shall be in conformance with Chapter 8 of the Unified Development Code unless otherwise stated in this Development Plan.

J. LANDSCAPE AND BUFFER REQUIREMENTS

Vehicular screening, as required by City Code, will be required along public Right of Way (R.O.W.). The use of planted berms is encouraged for visual interest and establishing the natural character previously mentioned. Shade trees planted along the R.O.W. will further enhance the visual experience. Parking lot trees may be counted toward this requirement. Ornamental trees listed within the recommended plant list may count toward the landscape buffer shade tree requirement, but not toward parking shade tree requirements. Where utilities or easements are present, approval must be given by applicable authorities for ornamental trees, shrubs, berms, etc. placed within. In lieu of buffer shade trees, additional shrubs or landscape elements beyond the minimal City requirements may be acceptable as a form of alternative equivalent compliance.

K. SCREENING OF MECHANICAL EQUIPMENT

Screening of mechanical equipment on roof tops shall comply with the UDC except metal panel systems shall also be allowed, provided it is consistent with the materials of the primary building.

L. SIGNAGE

Signage on the Property shall be in conformance with Chapter 10 of the Unified Development Code unless otherwise stated in this Development Plan or in a Master Sign Plan ultimately submitted and approved for the Property.

- 1. Monument Signage.** Monument signage along the public right-of-way shall not be subject to a 25-foot setback from the public right-of-way but shall comply with the minimum setbacks per UDC Table 10.06.010 and prescribed sight distance requirements. Monument signage shall be freestanding with a limestone or other masonry base and landscape skirting the base of the sign.

Monument signs shall be limited to 12 feet in height with a maximum of 96 square feet for each of the 2 permitted sign faces per monument sign.

Monument signs may be lighted with either internal or external illumination that complies with UDC Section 10.05 Light Standards.

- 2. Directional and Wayfinding Signage.** Directional and wayfinding signs internal to the Property shall conform to the UDC.

M. IMPERVIOUS COVERAGE

Impervious coverage on the Property shall be in conformance with Chapter 11 of the Unified Development Code unless otherwise stated in this Development Plan.

N. STORMWATER

Stormwater management on the Property shall be in conformance with Chapter 11 of the Unified Development Code unless otherwise stated in this Development Plan (see Exhibit E). Applicant will encourage all property owners within the PUD to participate in regional water quality and detention facilities.

O. PARKLAND AND COMMON AMENITY AREA

- 1. Parkland.** The parkland dedication requirements of UDC Section 13.05 may be met with fee-in lieu of dedication, as provided for in Section 13.05.010.D, at time of Site Plan approval, in an amount equal to \$200 per new dwelling unit, or by dedication of parkland as required by the UDC. Dedication of parkland will only be accepted upon the approval of the Parks Director and the Parks Advisory Board.
- 2. Common Amenity Area.** The Common Amenity Area requirements of UDC Section 6.06.020 will be met by integrating the following amenities on-site: pedestrian trail, lighting and landscaping in general conformance with those improvements as depicted on Exhibit B.

P. PUD MODIFICATIONS

In conformance with Section 4.06.010.D.3 of the UDC, modifications to this Development Plan shall require City Council approval of an amendment to this PUD processed pursuant to Section 3.06 of the UDC, except, where the Director of Planning determines such modifications to be minor, the Director may authorize such modifications. Minor modifications may include changes to building sizes, uses, or locations providing those modifications conform to the general intent of this PUD, uses authorized by this PUD, or to applicable provisions of the UDC and any other applicable regulations.

Q. LIST OF EXHIBITS

Exhibit A - This PUD Development Plan

Exhibit B - Conceptual Land Plan

Exhibit C - Site Cross Section

Exhibit D - Property Lines & BLDG Setbacks

Exhibit E - Storm Water Management Facilities

Exhibit F - Potential Landscape Areas and Landscape Standards

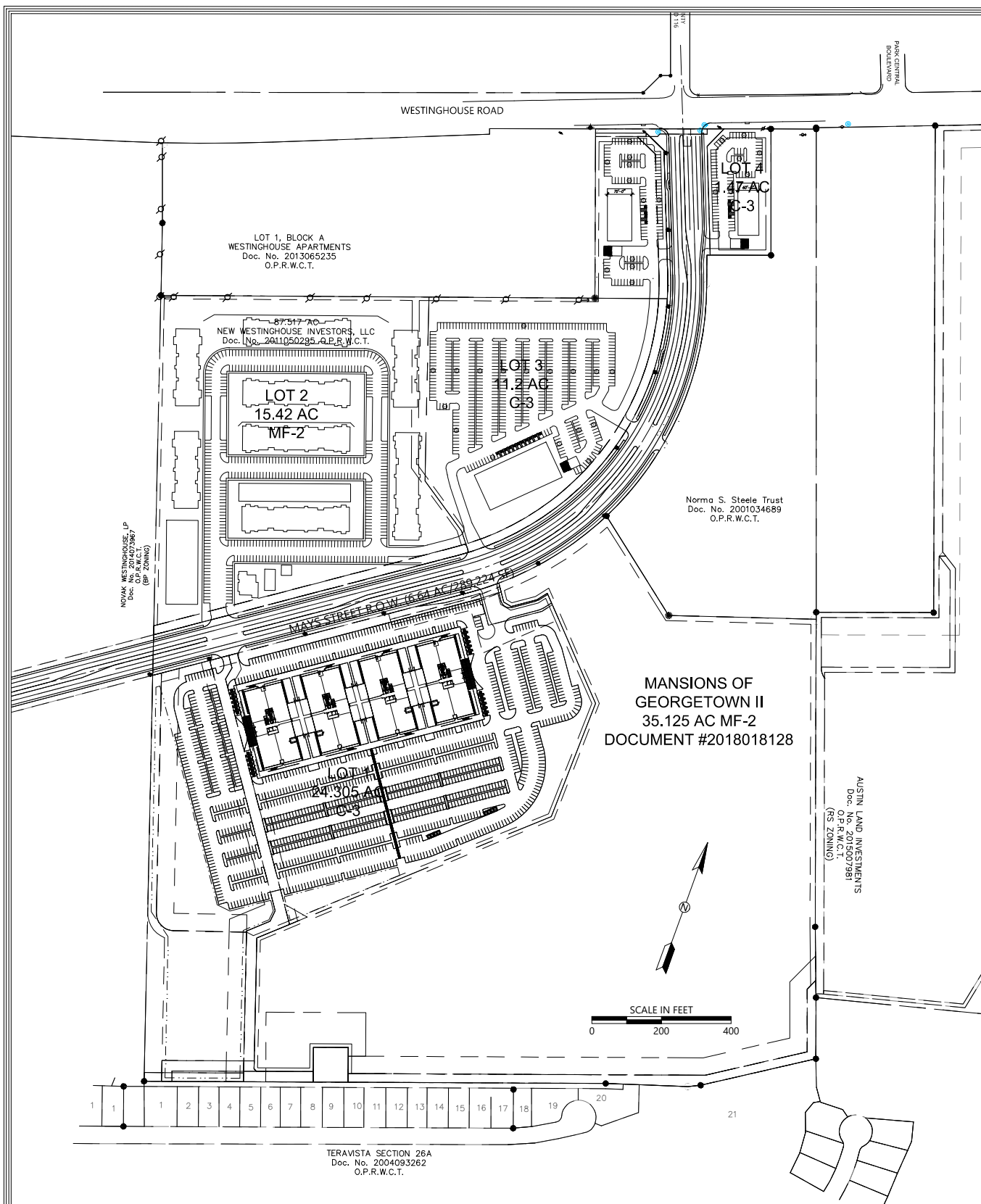
Exhibit G - Contents and General Landscape Design Standards

Exhibit H - Parking Lot Screening and Streetscape Concepts

Exhibit I - Connectivity Exhibit

Exhibit J - Pathway/Rest Area Concept

Exhibit K - Conceptual Renderings of Office Buildings (1&2)








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NEW WESTINGHOUSE
INVESTORS TRACT

PUD AMENDMENT
EXHIBIT B
CONCEPTUAL LAND PLAN

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Project No.	0749-001

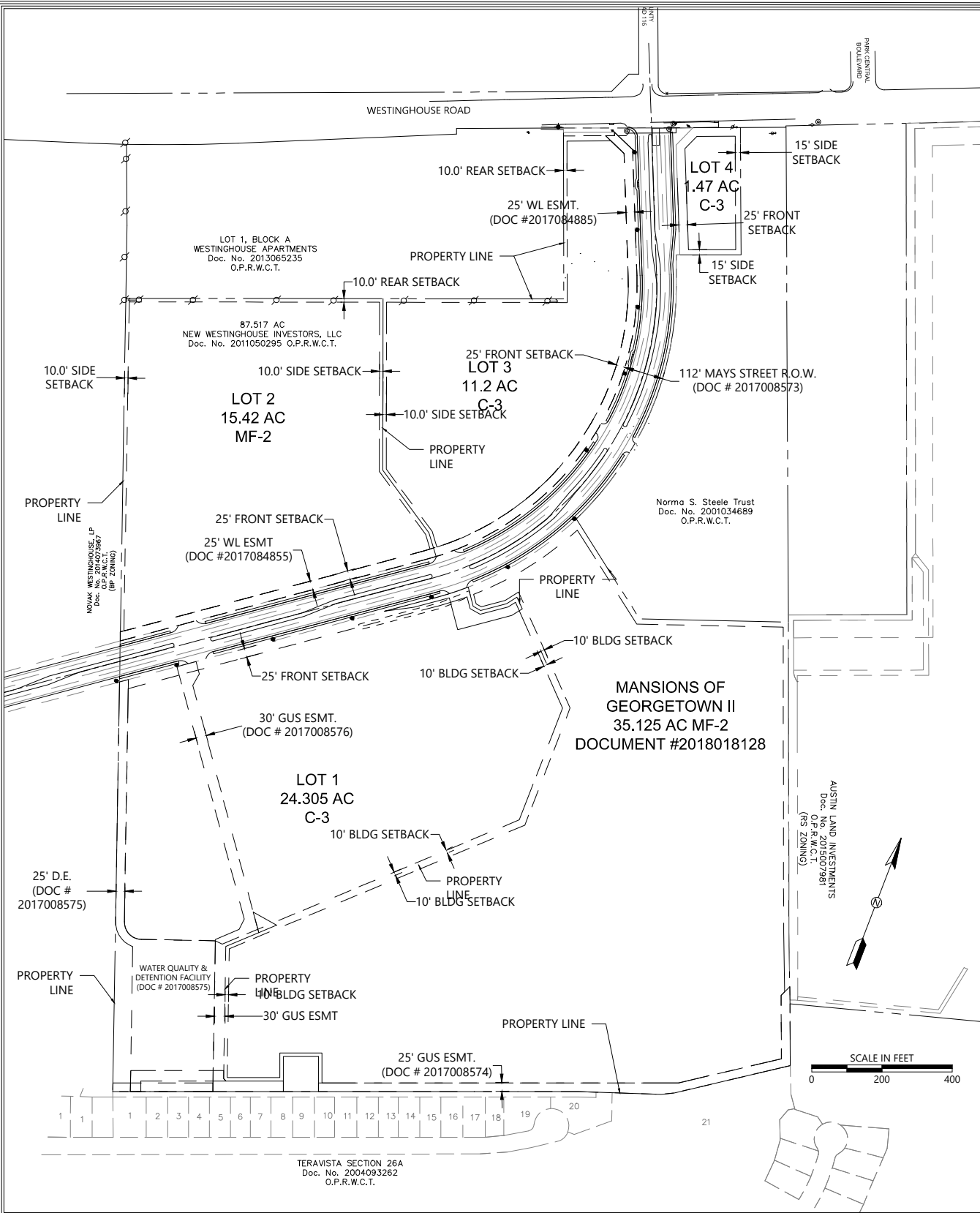
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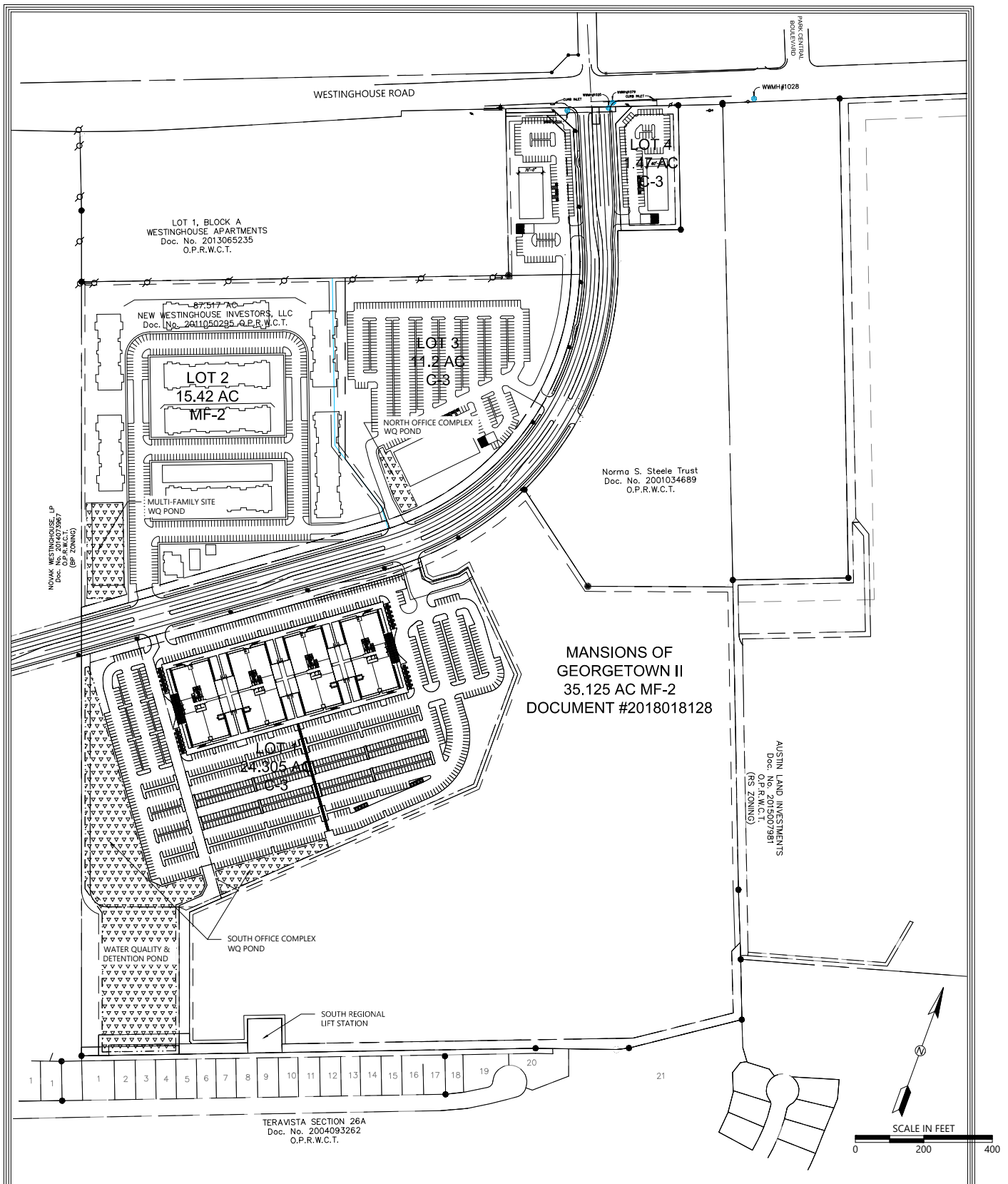
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HORIZONTAL WESTINGHOUSE
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EXHIBIT E
STORM WATER
MANAGEMENT FACILITIES

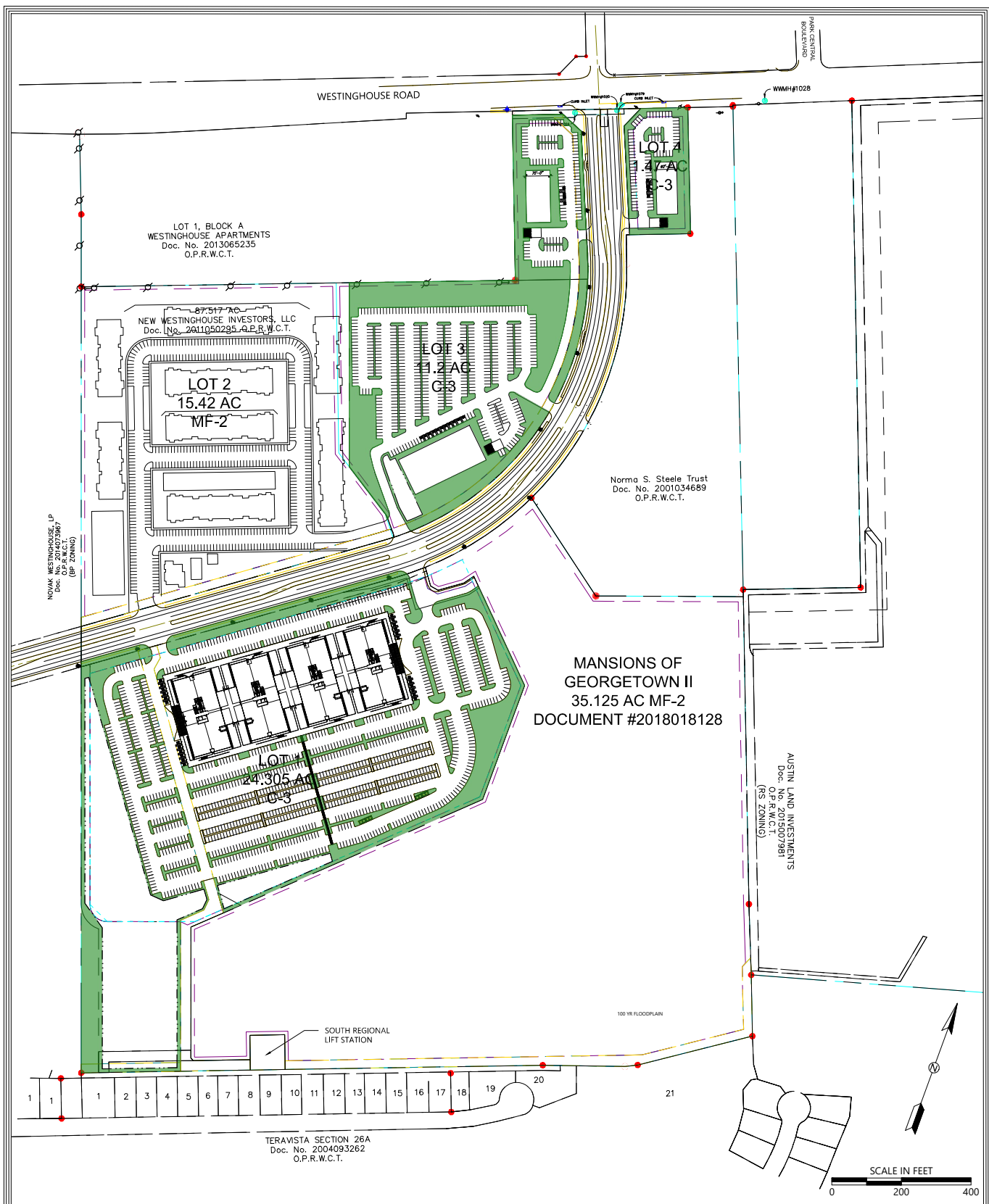
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Landscape Design Standards

Horizontal Westinghouse Investors Tract P.U.D.
at Westinghouse Road and N. Mays Extension

CONTENTS

- L1.0 Contents & General Landscape Design Standards
- L1.1 Plant Material List, Very Low Water
- L1.2 Plant Material List, Low to Medium Water
- L1.3 Parking Lot Screening & Streetscape-Standards Concept
- L1.4 Parking Lot Screening & Streetscape-Planting Concept
- L1.5 Parking Lot Screening & Streetscape-Conceptual Renderings
- L2.1 Connectivity Exhibit
- L2.2 Pathway/Rest Area Concept

LANDSCAPE DESIGN STANDARDS

In order to achieve a cohesive appearance throughout the P.U.D. it is each property owner's responsibility to adhere to the following landscape design standards set forth herein for the Mays Street Public Right of Way Frontage. These standards, although not required elsewhere within each property, are also encouraged for the PUD as a whole. Each property shall comply with the City of Georgetown's Unified Development Code Chapter 8 & 10 except for the alterations and addendums provided in the PUD agreement documents. This document explains the design intent for the PUD, the objectives to meet this intent, followed by detailed standard exhibits that illustrate those objectives.

The overall design intent is to create an interconnected development which has visual continuity throughout. The unifying theme is integration with the native surrounding habitat, and ecosystem. Providing this integration allows the user to positively connect with their natural environment. The pedestrian experience will be enhanced through high value placed on aesthetics, connectivity, safety, and amenities.

To accomplish this intent the development will utilize the following objectives:

Natural Integration

- Plant Material
 - Native and adapted plant material is paramount to establishing a landscape that fits within the context of the surrounding native ecosystem. Two plant lists are provided within this document which give options for very low to medium water native plants. Properties within this development shall be limited to providing plant material found on these lists along the public Right of Way. The use of these plants is also encouraged throughout the development. The intent of these plants is to limit water use due to low irrigation needs while recreating natural habitat.
- Landscape/Earthwork
 - Inter-working proposed hardscape with existing topography is encouraged. Berms and terraces that provide natural undulation will aid in integrating the existing environment and built improvements.
- Ecosystem Preservation/Restoration
 - In addition to native plant material and earthwork integration the native ecosystem will be further restored through use of rain gardens and the reestablishment of native grasslands. Rain gardens will be utilized for natural storm water management and recharge. Native grass seed mixes shall be used in these areas to reinstate native vegetation.
 - Native grasses planted within bordered beds/berms can serve as contained prairies. This design standard allows for large beds to be affordably planted while providing a clean cut maintained edge surrounded by lawn. These contained prairies will help meet native restoration goals while also aiding in visual continuity mentioned below.

Aesthetic Enhancement

- Visual Continuity
 - Unity can be found in repetition. The design standards that follow in this document serve to unify the development through visual repetition of plant material, earthwork, boulder features, plant bed and lawn layout, and amenities.
- Unsightly Screening
 - Vehicular screening, as required by City Code, will be required along public Right of Way (R.O.W.). The use of planted berms is encouraged for visual interest and establishing the natural character previously mentioned. Shade trees planted along the R.O.W. will further enhance the visual experience. Parking lot trees may be counted toward this requirement. Ornamental trees listed within the recommended plant list may count toward the landscape buffer shade tree requirement, but not toward parking shade tree requirements. Where utilities or easements are present approval must be given by applicable authorities for ornamental trees, shrubs, berms, etc. placed within. In lieu of buffer shade trees additional shrubs or landscape elements beyond the minimal City requirements may be acceptable as a form of alternative equivalent compliance.
- Serene Views
 - Special consideration should be given to views from at the pedestrian level. Focal points such as limestone boulder outcrop features, and views framed with vertical elements are recommended intermittently.

Connectivity

- Pedestrian Circulation
 - Walkways, crosswalks, and pathways are to be located throughout the development to provide safe and convenient access to all necessary areas. Special attention should be given to providing safe pedestrian connections from parking areas to the building(s) with minimal vehicular encounters.
- Interconnectivity
 - Adjacent properties shall provide pedestrian connection points to each other. These connections should be logically located for the purpose of convenient pedestrian access throughout the P.U.D..

Human Experience

- Safety/Comfort
 - Above all safety is of primary importance. Property owners are encouraged to pay special attention to security concerns such as pedestrian visibility during night and day; car visibility at intersections and parking areas; pedestrian, bicycle, and vehicular conflicts; elevation drops greater than 30" height; sharp, pointy, or poisonous plant material near pedestrian areas; areas with standing water; poisonous or dangerous animals/insects; etc..
- Entertainment
 - Passive and active recreation areas are encouraged throughout the development. These can include but aren't limited to eating areas, open space, reading and conversation nooks, outdoor conference rooms, table game areas, active recreation space, trails, benches, pet areas, wildlife overlooks, etc..
- Function
 - The pedestrian experience should be geared toward the use of the site. The amenities should focus on complementing the needs of the patrons.



William S. Blair

HORIZONTAL WESTINGHOUSE INVESTORS TRACT EXHIBIT G- CONTENTS & GENERAL LANDSCAPE DESIGN STANDARDS

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No.	DATE	DESCRIPTION	BY
1	3/30/17	Initial Design	WB
2	3/30/17	Revised Design	WB
3	3/30/17	Final Design	WB
4	3/30/17	Final Design	WB

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FOR:

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Native Very Low Water Plant List

Scientific name	Common Name
Trees, Shade	
Fraxinus texensis	Ash, Texas
Quercus laceyi	Oak, Lacey
Quercus macrocarpa	Oak, Burr
Quercus polymorpha	Oak, Monterey
Ulmus crassifolia	Elm, Cedar
Trees, Ornamental	
Cercis canadensis var. 'forest pansey'	Redbud, Forest Pansey
Cercis canadensis var. 'mexicana'	Redbud, Mexican
Cercis canadensis var. 'texensis'	Redbud, Texas
Chilopsis linearis	Desert Willow
Cordia boissieri	Olive, Mexican
Cupressus arizonica	Cypress, Arizona
Diospyros texana	Persimmon, Texas
Eysenhardtia texana	Kidneywood
Luecaena retusa	Goldenball Leadtree
Parkinsonia aculeata	Retama Palo Verde
Prosopis glandulosa	Honey Mesquite
Punica granatum	Pomegranate
Sophora secundiflora	Mountain Laurel, Texas
Styphnolobium affinis	Eve's Necklace
Shrubs/Perennials/Groundcovers	
Anisacanthus quadrifidus var. wrightii	Flame Acanthus
Artemisia 'Powis Castle'	Artemisia
Berberis trifoliata (Mahonia trifoliata)	Agarita
Bulbine frutescens (Bulbine caulescens)	Bulbine
Calylophus berlandieri	Calylophus (Square Bub Primrose)
Calylophus vialis	Horseherb
Chrysactinia mexicana	Damianita
Dalea frutescens	Dalea, Black
Elaeagnus pungens	Eleagnus
Forestiera pubescens	Elbow bush
Lantana urticoides	Lantana, Texas
Liatris lindheimeri	Gayfeather
Melampodium luecanthum	Daisy, Blackfoot
Mimosa borealis	Fragrant Mimosa
Salvia roemeriana	Sage, Cedar
Santolina chamaecyparissus	Santolina (Lavender Cotton)
Tetranoeis scaposa	Hymenoxys (Four Nerve Daisy)
Viguiera stenoloba	Skeletonleaf Goldeneye
Cacti/Succulents	
Agave americana	Agave, Century Plant (Blue)
Agave americana 'Marginata'	Agave, American Marginata
Agave americana 'Mediopicta'	Agave, American Mediopicta
Agave bracteosa	Agave, Squid (Spider)
Agave celesii	Agave, Celesii
Agave ferox	Agave, Ferox
Agave filifera	Agave, Filifera
Agave franzosinii	Agave, Franzosinii
Agave geminiflora	Agave, geminiflora
Agave havardiana	Agave, Harvard
Agave lophantha 'Center Stripe'	Agave, Center Stripe
Agave montana	Agave, Mountain
Agave multifilifera	Agave, Multifilifera
Agave murphyi	Agave, Murphyi
Agave ovatifolia 'Whale Tongue'	Agave, Whale Tongue
Agave parrasana	Agave, Giant Artichoke
Agave parryi	Agave, Parry's
Agave parryi v. neomexicana	Agave, Neomexicana
Agave parryi x parryi	Agave, Parryi x Parryi
Agave parryi truncata	Agave, Parryi Truncata
Agave schidigera 'Durango Delight'	Agave, Durango Delight
Agave salmiana x ferox	Agave, Salmiana x Ferox
Agave stricta	Agave, Stricta
Agave tequilana	Agave, Blue
Agave victoriae-reginae	Agave, Queen Victoria
Agave victoriae-reginae	Agave, Queen Victoria, Dwarf
Agave vilmoriniana	Agave, Octopus
Agave webberii	Agave, Webberii
Agave x manfreda	Macho Mocha
Carnegiea gigantea	Saguaro, Arizona
Dasyliirion Longissima	Sotol, Smooth leaf
Dasyliirion texana	Sotol, Texas Green
Dasyliirion wheeleri	Sotol, Wheelers Blue
Echinocereus fasciculatus	Cactus, Arizona Rainbow
Echinocactus grusonii	Cactus, Golden Barrel
Echinocactus texensis	Cactus, Horse Crippler
Echinocereus horizontalis	Cactus, Blue Barrel
Echinocereus triglochid	Cactus, Hedgehog, Strawberry
Echinocereus triglochidiatus	Cactus, Claret Cup

Euphorbia antisiphilitia	Candelilla
Ferocactus acanthodes	Cactus, Fire Barrel
Ferocactus wislizenii	Cactus, Fishhook Barrel
Fouqueria splendens	Ocotillo
Hesperaloe funifera	Yucca, Giant Red
Hesperaloe parviflora	Yucca, Red
Manfreda maculosa	Manfred
Opuntia engelmannii	Cactus, Engelmann's Prickly Pear
Opuntia ficus-Indica	Cactus, Indian Fig
Opuntia imbricata	Cactus, Cholla
Opuntia ligifolia	Cactus, Cow's Tongue
Opuntia microdasy	Cactus, Horse Blinder
Opuntia rufida	Cactus, Cinnamon Dot
Opuntia santa rita	Cactus, Santa Rita Prickly Pear
Opuntia sp.	Cactus, Bravertail Prickly Pear
Opuntia sp.	Cactus, Old Mexico Prickly Pear
Opuntia sp.	Cactus, Pinecone Prickly Pear
Opuntia sp.	Cactus, Spineless Prickly Pear
Trichocereus terscheckii	Saguaro, Argentine specimen
Yucca aloifolia	Yucca, Spanish Bayonet
Yucca constricta	Yucca, Buckley's
Yucca elata	Yucca, Soaptree
Yucca faxonia	Yucca, Giant White
Yucca filamentosa	Yucca, Adam's Needle
Yucca filifera	Yucca, Izote
Yucca filifera	Yucca, Izote Specimen
Yucca linearifolia	Yucca, Narrow Leaf
Yucca glorisa	Yucca, Glorisa
Yucca glorisa	Yucca, Glorisa Specimen
Yucca grandiflora	Yucca, Grandiflora Specimen
Yucca harrimaniae	Yucca, Harry Man
Yucca neomexicana	Yucca, Neomexicana
Yucca pallida	Yucca, Paleleaf (Blue Twist Leaf)
Yucca recurvifolia/pendula	Yucca, Softleaf
Yucca reverchonii	Yucca, Reverchonii (Softleaf)
Yucca rostrata	Yucca, Beaked
Yucca rupicola	Yucca, Green Twistleaf
Yucca schidigera	Yucca, Schidigera
Yucca schottii	Yucca, Hoary
Yucca thompsoniana	Yucca, Thompson
Yucca torreyi	Yucca, Torreyi
Yucca treculeana	Yucca, Spanish Dagger
Yucca whipplei	Yucca, Chaparral

Grasses	
Muhlenbergia dubia	Muhly, Pine
Nolina lindheimeriana	Nolina, Devils Shoestring
Nolina matpensis	Nolina, Bear Grass Tree
Nolina nelsonii	Nolina, Blue
Nolina texana	Nolina, Texas Bear
Nolina texana	Basket Grass (Sacahuista)
Bouteloua curtipendula	Side Oats Grama
Schizachyrium scoparium	Little Bluestem
Sorghastrum nutans	Yellow Indian Grass
Eragrostis spectabilis	Purple Love Grass
Setaria scheelei	Southwest Bristlegrass
Nassella tenuissima	Mexican Feather Grass
Bouteloua dactyloides	Buffalograss
Bouteloua eriopoda	Black grama
Setaria texana	Texas bristlegrass
Achnatherum coronatum	Giant rice grass
Andropogon ternarius	Splitbeard bluestem
Aristida purpurea	Purple threeawn
Bothriochloa laguroides ssp. torreyana	Silver Beard Grass



Native Low to Medium Water Plant List

<u>Scientific name</u>	<u>Common Name</u>
Trees, Shade	
Carya illinoensis	Pecan
Platanus mexicana	Sycamore, Mexican
Quercus fusiformis	Oak, Escarpment Live
Quercus muhlenbergii	Oak, Chinquapin
Quercus texana	Oak, Texas Red
Quercus shumardii	Oak, Shumard Red
Quercus virginiana	Oak, Live (Southern)
Taxodium distichum	Cypress, Bald
Taxodium mucronatum	Cypress, Montezuma
Trees, Ornamental	
Bauhinia lunariodes	Anacacho Orchid Tree
Ilex cornuta 'Nellie R. Stevens'	Holly, Nellie R. Stevens
Ilex decidua	Holly, Possumhaw
Ilex vomitoria	Holly, Yaupon
Lagerstroemia indica	Crape Myrtle
Morella cerifera	Wax Myrtle
Prunus caroliniana	Cherry Laurel
Rhus virens	Sumac, Evergreen
Ungnadia speciosa	Buckeye, Mexican
Shrubs/Perennials/Groundcovers	
Achillea spp.	Yarrow
Ageratina havanensis	Mistflower, White
Aspidistra elatior	Cast Iron Plant
Buddleja marrubifolia	Butterfly Bush, Wooly
Caesalpinia pulcherrima	Pride of Barbados
Cassia corymbosa	Senna, Flowering
Coreopsis lanceolata	Coreopsis
Cotoneaster spp.	Cotoneaster
Dietes bicolor	Iris, Bicolor
Feijoa sellowiana	Pineapple Guava
Galphimia glauca	Thryallis, Golden Showers
Gaura lindheimeri	Gaura
Ilex cornuta 'Burfordii'	Holly, Dwarf Burford
Ilex vomitoria 'Nana'	Holly, Dwarf Yaupon
Justicia spicigera	Honeysuckle, Mexican
Leucophyllum frutescens	Sage, Texas
Pavonia lasiopetala	Rock Rose
Penstemon baccharifolius	Penstemon, Rock
Plumbago auriculata	Plumbago
Poliomntha longiflora	Oregano, Mexican
Rhus aromatica	Sumac, Fragrant
Rosmarinus officinalis	Rosemary, Upright
Sabal minor	Palmetto, Texas Dwarf
Salvia greggii	Sage, Cherry
Salvia leucantha	Sage, Mexican Bush
Salvia penstemonoides	Sage, Penstemon, Big Red Sage
Scutellaria suffrutescens	Skullcap, Pink
Tagetes lemmonii	Daisy, Copper Canyon
Tecoma stans	Esperanza/Yellow Bells
Teucrium fruticans	Germander, Bush
Tulbaghia violacea	Society Garlic
Viburnum suspensum	Viburnum, Sandankwa
Grasses	
Muhlenbergia capillaris	Muhly, Gulf
Muhlenbergia lindheimeri	Muhly, Big
Muhlenbergia rigens	Muhly, Deer
Groundcover	
Carex perdentata	Sedge, Meadow
Dichondra argentea	Silver Ponyfoot
Liriope muscari	Liriope
Myoporum parvifolium	Myoporum
Ophiopogon japonicus	Monkey Grass (Mondo Grass)
Origanum vulgare	Oregano
Rosmarinus officinalis var. prostratus	Rosemary, Trailing
Turf Grass	
Cynodon dactylon	Bermuda: 'Tif 419', 'Sahara', 'Discovery'
Bouteloua dactyloides	Buffalo: '609', 'Stampede'
Zoysia matrella, japonica, and tenuifolia	Zoysia: Z. japonica, 'Zeion', 'El Toro', 'JaMur', 'Palisades'
	Narrow Leaf: Z. matrella, 'Emerald', 'Zorro'

3/20/2017 11:42 AM I:\dropbox\work\projects\georgetown office park\kin bellas, boom companies, tom golliger\georgetown office park frontage2.dwg



**BLAIR LANDSCAPE
ARCHITECTURE, LLC**
QUALITY. INTEGRITY. RELIABILITY.

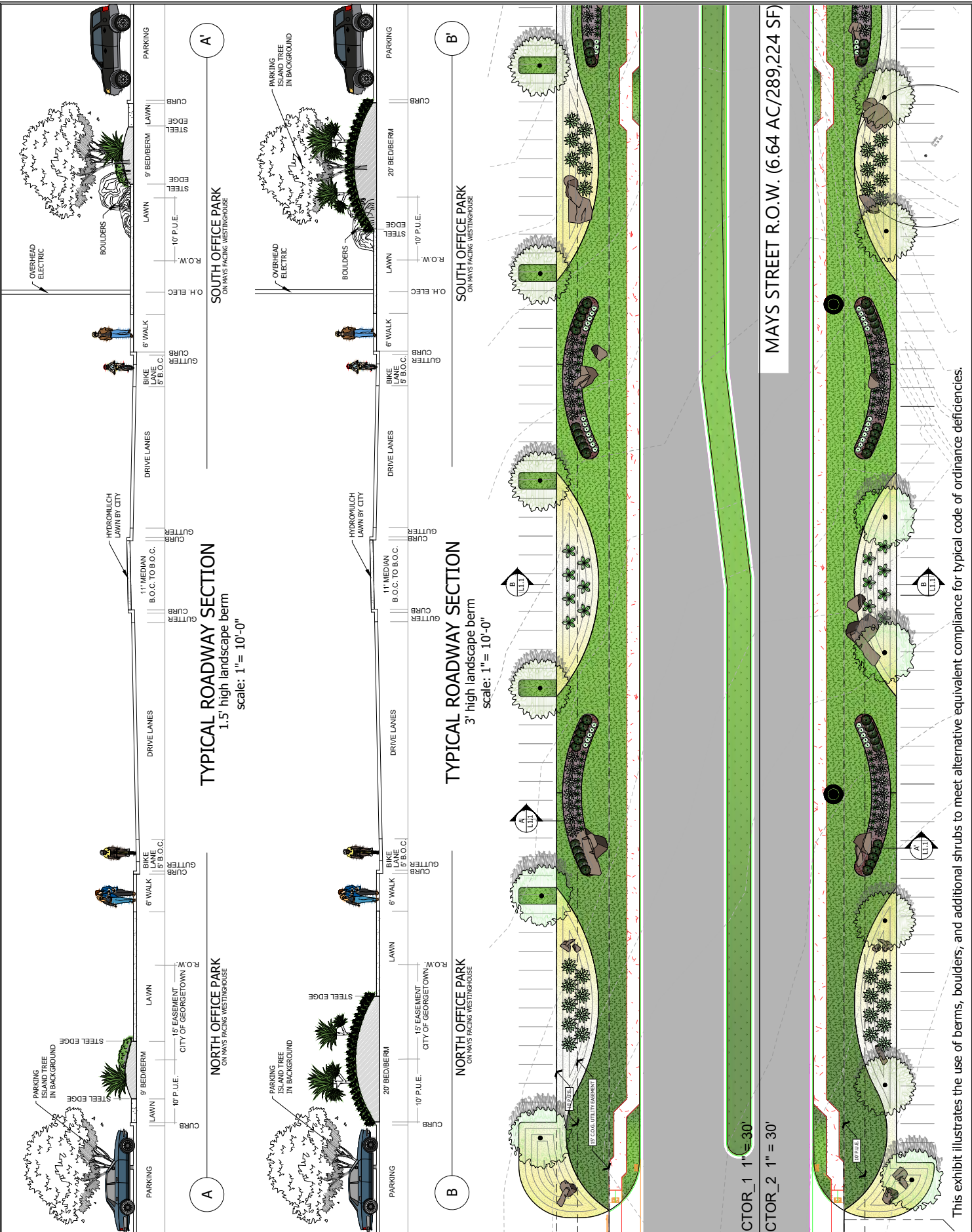
**Horizontal Westinghouse
Investors Tract
P.U.D. Standards**

N Mays & Westinghouse, Georgetown, TX

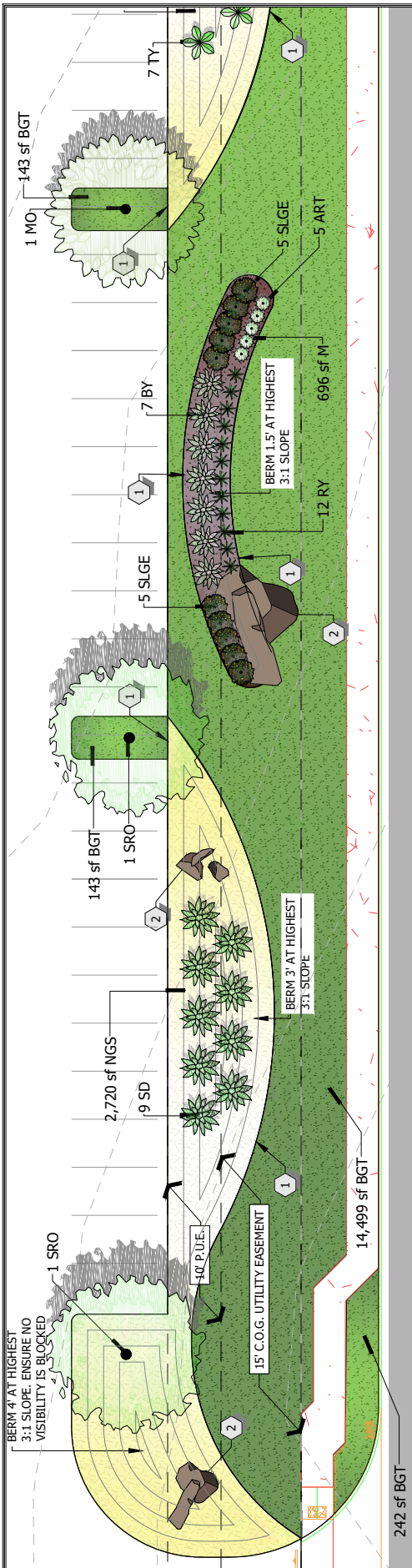
**EXHIBIT G-
Plant Material List
Low to Medium Water**

L1.2

3 OF 8



This exhibit illustrates the use of berms, boulders, and additional shrubs to meet alternative equivalent compliance for typical code of ordinance deficiencies.



PLANT SCHEDULE

This is a sample planting plan
BOTANICAL NAME

CODE

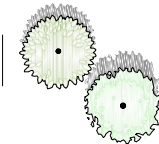
SOD/SEED

BOTANICAL NAME

CODE

COMMON NAME

TREES



MO

Monterey Oak

SRO

Shumard Red Oak

SHRUBS



CODE

COMMON NAME

BOTANICAL NAME

Quercus polymorpha 'Monterey'

Quercus shumardii

Artemisia x 'Powis Castle'

Yucca rostrata 'Blue Velvet'

Hesperaloe parviflora

Yucca treculeana

Viguiera stenoloba

Yucca thompsoniana

Shredded Cedar

Organic Mulch

3" deep mulch with 6" of "Growers Mix" soil (40% compost, 40% loam, 10% sand) tilled into existing soil in all areas of the bed. Drip irrigation. Ensure that drip line is placed above rootball.

COMMON NAME

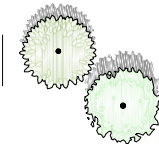
SOD/SEED

BOTANICAL NAME

CODE

COMMON NAME

TREES



BGT

Bermuda Grass, 'Tif 419', Sod
Provide 6" of additional topsoil.
Top of lawn 1" below top of adjacent concrete/hardscape.
Roll sod to flatten. Spray irrigation. Obtain proper approvals/agreements for irrigation within R.O.W..

HL

Hydromulch Lawn
Hydromulch Lawn to be specified and installed by the City.

NGS

Native Grass Seed
Bushy Bluestem, Big Bluestem, Prairie Wildrye, & Eastern Gamagrass (equal quantities of each). Provide 2" additional topsoil. Quantities and per seed distributor recommendation. Available at seedsources.com.

REFERENCE NOTES SCHEDULE

SYMBOL

DESCRIPTION



Steel edge, 3/16" x 4" landscape edging as manufactured by Ryerson, or equal, dark green and furnished with steel stakes. Install edging in smooth curves free of kinks. Final height of edging to be 1" above height of soil mat of sod.



Limestone Boulders, relocate existing on site. Lean smaller boulders onto larger boulders.

This exhibit illustrates the use of berms, boulders, and additional shrubs to meet alternative equivalent compliance for typical code of ordinance deficiencies.



**BLAIR LANDSCAPE
ARCHITECTURE, LLC**
QUALITY. INTEGRITY. RELIABILITY.

**Horizontal Westinghouse
Investors Tract
P.U.D. Standards**

N Mays & Westinghouse, Georgetown, TX

EXHIBIT H-
**Parking Lot Screening &
Streetscape-Planting Concept**

L1.4

5 OF 8



**BLAIR LANDSCAPE
ARCHITECTURE, LLC**
QUALITY. INTEGRITY. RELIABILITY.

**Horizontal Westinghouse
Investors Tract
P.U.D. Standards**

Page 361 of 440
N Mays & Westinghouse, Georgetown, TX

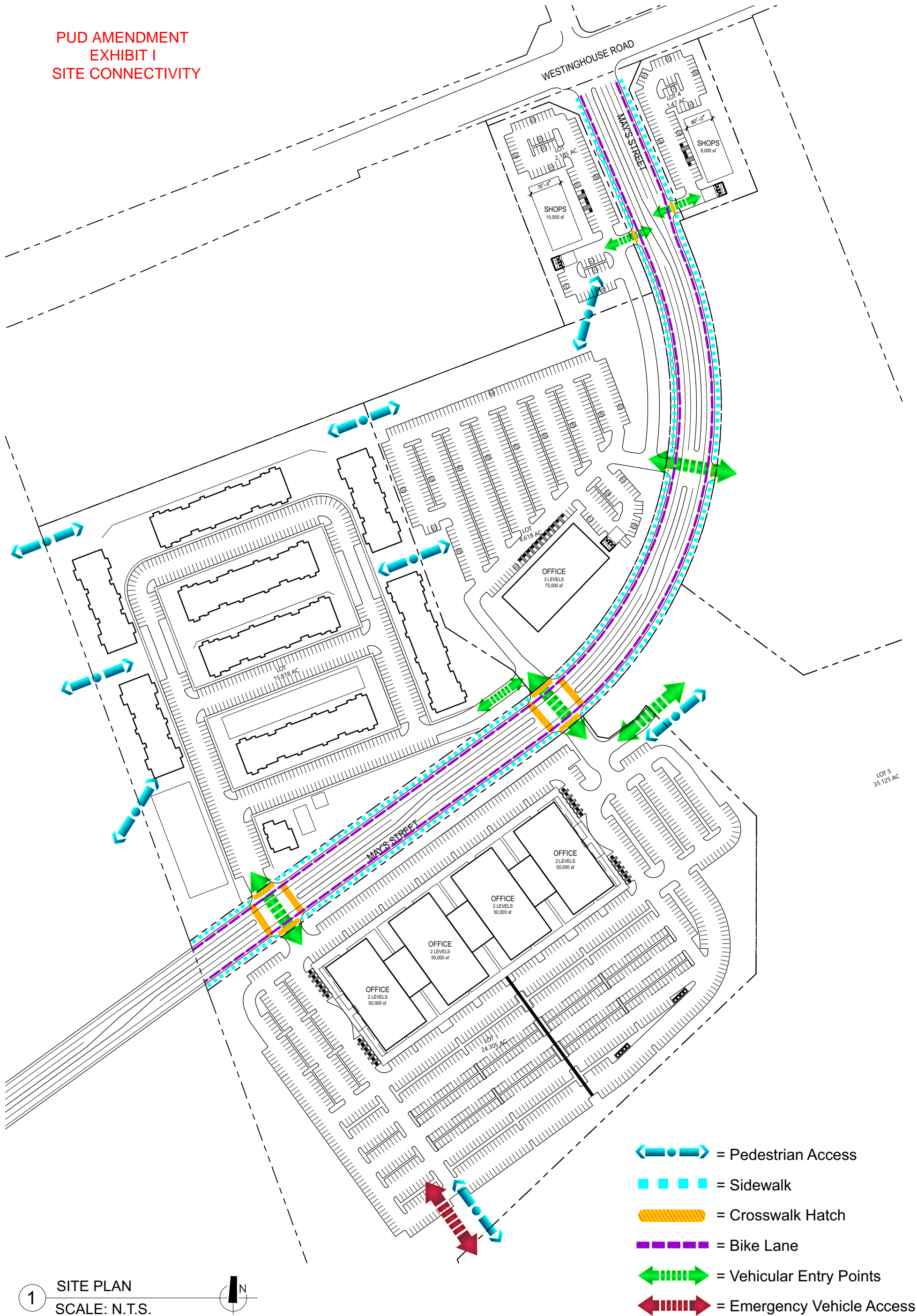
**EXHIBIT H-
Parking Lot Screening
& Streetscape
-Conceptual Renderings**

L1.5

6 OF 8



PUD AMENDMENT
EXHIBIT I
SITE CONNECTIVITY



BOURN COMPANIES

20 E. Congress St., Suite 300
Tucson, AZ 85701
Main (520) 323-1005 Fax (520) 323-5630

This depiction is a general schematic plan of improvements which are currently contemplated only and expressly is not a representation regarding the actual size, configuration, location or number of depicted features which have been constructed or will be constructed. This depiction is subject to change from time-to-time and is also subject to the approval of all governmental agencies and authorities having jurisdiction thereover. This depiction may be used solely for the purposes specifically represented therein.

WESTINGHOUSE
GEORGETOWN, TX



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: South of Westinghouse and west of May Street.

Project Case Number: 2020-1-PUD P&Z Date: April 7, 2020 Case Manager: Sofia Nelson

Name of Respondent: Edward Dollase
(Please print name)

Signature of Respondent: [Signature]
(Signature required for protest)

Address of Respondent: 621 Meadow Wood Cove Georgetown TX
(Address required for protest)

I am in FAVOR: 28 I OBJECT: _____

Additional Comments:

We prefer to not have any liquor or
beer stores in the commercial part.

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.



CITY OF GEORGETOWN
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Project Name/Address: South of Westinghouse and west of May Street

Project Case Number: 2020-1-PUD P&Z Date: April 7, 2020 Case Manager: Sofia Nelson

Name of Respondent: _____

Gaby Olivet
(Please print name)

Signature of Respondent: _____

(Signature required for protest)

Address of Respondent: _____

807 Centerbrook Pl. Round Rock, TX 78681
(Address required for protest)

I am in FAVOR: _____

I OBJECT: ✓

Additional Comments:

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.



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Project Name/Address: South of Westinghouse and west of May Street

Project Case Number: 2020-1-PUD P&Z Date: April 7, 2020 Case Manager: Sofia Nelson

Name of Respondent: Gaby Olivet
(Please print name)

Signature of Respondent: [Signature]
(Signature required for protest)

Address of Respondent: 807 Centerbrook Pl. Round Rock, TX 78681
(Address required for protest)

I am in FAVOR: _____ I OBJECT: ✓

Additional Comments:

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.



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Project Name/Address: South of Westinghouse and west of May Street.

Project Case Number: 2020-1-PUD P&Z Date: April 7, 2020 Case Manager: Sofia Nelson

Name of Respondent: NILES J. ABBOTT
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 814 CENTERBROOK PL Rowles Rock, TX 78665
(Address required for protest)

I am in FAVOR: _____ I OBJECT: ✓

Additional Comments:

THIS DEVELOPMENT HAS ALREADY RUINED MY
"FOREVER" HOME AND ANY ADDITIONAL CONSTRUCTION
WOULD ONLY LOWER MY HOME VALUE. THESE CONDOS
ARE ALREADY THE MOST UNATTRACTIVE DEVELOPMENT I'VE
SEEN IN THIS AREA. I HAVE LOST ALL FAITH IN THE CITY OF

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.

ALSO, WHERE IS THE ADEQUATE AMOUNT
OF ROADING TO SUPPORT THIS LEVEL
OF CONSTRUCTION? I DO NOT WANT
TERAVISTA PKWY BECOMING A "THRU WAY."



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: South of Westinghouse and west of May Street.

Project Case Number: 2020-1-PUD P&Z Date: March 17, 2020 Case Manager: Sofia Nelson

Name of Respondent: Matthew Hiles, Owner
(Please print name)

Signature of Respondent: Matthew Hiles
(Signature required for protest)

Address of Respondent: Mansions 54, 5401 North Mays St.
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

Opposed since we were assured by Master Developer that the office land south of Mays would be developed next. This proposed change will further delay that and incentivize development of more multi-family next instead of office that was intended to create a live, work, play environment.

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.

OVERVIEW

The proposed PUD amendment area consists of 52.4 acres fronting both the south and north sides of Mays Street south of Westinghouse Road. The site is owned by New Westinghouse Investors, LLC., a Bourn Companies affiliate. Bourn Companies (Bourn) is located in Tucson, Arizona and has an extensive track record in large scale office and mixed-use development. In 25+ years, Bourn has developed 4.3 million + square feet of successful development projects primarily in Arizona.

Bourn has a longstanding relationship with the City of Georgetown with successful development on previous projects. Bourn and the City have worked together over the years to collectively put together the existing TIRZ for the area, install sewer and a regional lift station and construct Mays Street from Westinghouse Road south to Teravista Parkway.

The 52.4 acres making up the PUD amendment area is currently challenged by relatively severe topography (the site north of Mays Street drops 75+ feet vertically from north to south) and a lack of utility infrastructure. These physical challenges have dramatically limited the ability to develop large scale projects with slopes and grade changes that do not work for buildings with big building footprints and accompanying site work. In order to make the acreage developable, a mass grading (200,000 + cubic yards of dirt need to be moved) program needs to be implemented that smooths out the topography and creates slopes that work within required engineering specifications. The zoning boundaries also need to be adjusted to line up with the grading contours in the post grading condition. In addition, sewer and water utility infrastructure must be installed from the regional lift station throughout the PUD area.

The proposed grading and utility program is highly capital intensive and requires between \$2.5 to \$3.0 million to complete the work. Adjusting the zoning boundary in the current PUD amendment allows the PUD area to work with the proposed grading and, as importantly, enables a sale of the 15.42 MF2 acreage to a 3rd party developer. The capital from this sale will be used (a contractual requirement of the sale) to complete the above described improvements. Without this PUD amendment and the subsequent sale of the 15.42 acres the site may remain in a physical condition that does not work for large scale commercial development.

PUD AMENDMENT

With the current PUD amendment, Bourn proposes an adjustment of the zoning boundary to the acreage north of Mays Street. **The boundary line adjustment would reconfigure both the 15.42 acre MF2 and the 11.2 acre C3 parcels and maintain the same acreage of each zoned area.** The MF2 zoned area moves west and the 11.2 acre moves east. The acreage south of Mays Street remains the same as it is currently configured today and is all C3 zoned.

As described above, the PUD amendment enhances the ability for future development and ultimately creates a physical environment suitable for large scale development. The remaining C3 acreage is well situated along Mays Street and is appropriate for office park development. Bourn has had extended conversations with the City related to this PUD amendment and specifically how it relates to unlocking the ability for future development. Bourn remains committed to office development at the site.

The parcel locations of the newly reconfigured boundaries proposed in the current PUD amendment allow for clustering of uses as well as pedestrian and vehicular connections within the PUD and adjacent property owners. Each of these concepts is important in mixed use development.

GRADING SPECIFICS

Elevations across the PUD site range between 890' msl at the Westinghouse Road/Mays Street intersection down to 787' msl at the southwest corner of the tract where all drainage leaves the site. Most of this grade change (approximately 75 vertical feet) occurs on the north side of Mays Street and presents a significant challenge to development of the property, particularly with respect to a large building footprint and the required parking. Due to the existing terrain the development of a large building footprint and parking area will require mass grading of the land to create slopes that accommodate building construction, and vehicular and pedestrian circulation. South of Mays Street the opposite problem exists. A significant portion of the area has very gentle slopes and is low-lying such that storm water is extremely slow to run-off creating an adverse condition for development. The topography of the site lends itself well to a mass grading solution in that material from the north side of Mays Street could be moved to the south side of the road thereby creating very buildable and attractive development settings.

Mass grading conceptual plans have been developed to accomplish balancing the site and correct the existing topography issues to accommodate its development of large format buildings. Included in the grading analysis is the removal of the 66,000 cubic yard spoils pile remaining from the construction of the Anatole Apartment complex. In all, approximately 200,000 cubic yards of material should be moved from the north side of Mays Street to the south and east side of Mays Street to make the entire site constructible for its intended uses. In addition to enabling future development, the mass grading will allow the City to have improved access to the South Regional Lift Station as a result of raising the existing grades of the access roadway and thereby eliminating ponding conditions.

The future development of the New Westinghouse Investors tract is heavily dependent on the owner's ability to create an appropriate physical setting that is marketable and constructible. Evidence of this can be seen at the adjacent Mansions 54 development where a very significant grading exercise was necessary to make that site constructible and attractive.

UTILITIES SPECIFICS

In order to activate development of the site, water infrastructure needs to be extended throughout the site and sewer needs to be extended from the regional lift station throughout the site. The water portion will require 1,300 + feet of underground extensions and sewer must be extended 3,400 + feet. The water plan is already approved by the City and we have completed drawings for sewer that still need to be processed with the City.

Westinghouse PUD Amendment P & Z Meeting

April 21, 2020

Presented By:

BOURN[®]
COMPANIES

BOURN COMPANIES OVERVIEW

- Based in Tucson, Arizona with a 25 + year track record of successful development
- Office, mixed-use and development (40+ projects, 4.3 million + SF)
- 25+ employees
 - Project management, design, architecture, marketing, finance, accounting in house

Westinghouse PUD
P & Z Meeting
April 21, 2020

Presented By:
BOURN[®]
COMPANIES

OVERVIEW | Recent and Current Development Examples

- GEICO Regional Headquarters & GEICO Call Center
 - 250,000 total square feet with solar covered parking, cafeteria, outdoor gathering spaces
- City Park including the Hexagon Mining US Headquarters in downtown Tucson.
- The Bridges
 - 112 acre mixed-use development with office, retail, restaurant, residential and hospitality

WESTINGHOUSE PUD PROPERTY SUMMARY

- 87.5 Acres in total PUD area, of which 52.4 acres owned by New Westinghouse Investors, LLC (Bourn)
- The PUD area currently includes both MF2 and C3 zoning
- History of Bourn/Georgetown partnership
 - TIRZ
 - Regional sewer lift station
 - Mays Street

PUD AMENDMENT REQUEST

- Adjust the zoning boundary on the parcels north of Mays Street in order to enable future development
- Land acreage of each zoning category within the PUD remains the same as in the current PUD
 - i.e. MF2 changes shape and location and remains at 15.42 acres

SITE PLAN



Westinghouse PUD
P & Z Meeting
April 21, 2020

Presented By:
BOURN
COMPANIES

REASONS FOR PUD REQUEST

- Physical challenges to development
 - Topography
 - Large grade changes and slopes across the entire PUD area
 - The PUD area north of Mays Street drops over 75 feet vertically from north to south
 - Not developable with large format buildings unless topography is changed through an extensive grading effort (200,000 + cubic yards)
 - Utilities
 - Water and sewer both need to be extended from the regional lift station

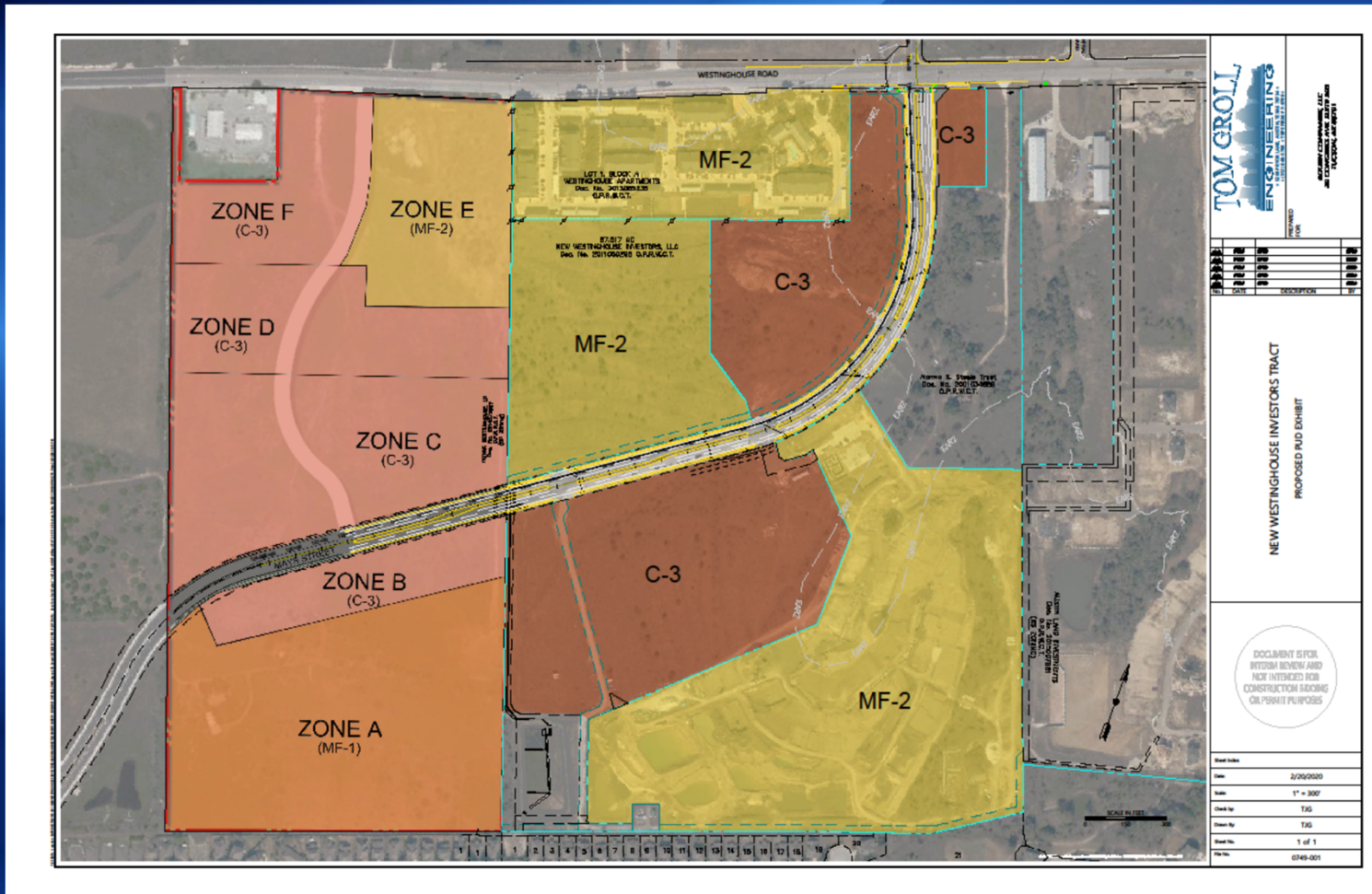
REASONS FOR PUD REQUEST

- Economic challenge to development
 - \$2.5 to \$3.0 million for grading and utilities
- The Boundary line adjustment enables
 - Sale of 15.42 MF2 acres to a third-party buyer
 - Approximately \$2.5 to \$3 million from the sale will be used to complete grading and utilities (contract requirement of the sale)
 - Grading and utility infrastructure improvements will make all parcels within the PUD developable

REASONS FOR PUD REQUEST

- The boundary line adjustment enables:
 - The opportunity for large scale office development along Mays Street
- The boundary line adjustment maintains:
 - Same acreage for each zoning type
 - MF2 stays at 15.42 acres
 - Pedestrian connections within PUD parcels and with adjacent ownership to the west
 - Clustering of uses
 - All other components in the PUD remain the same

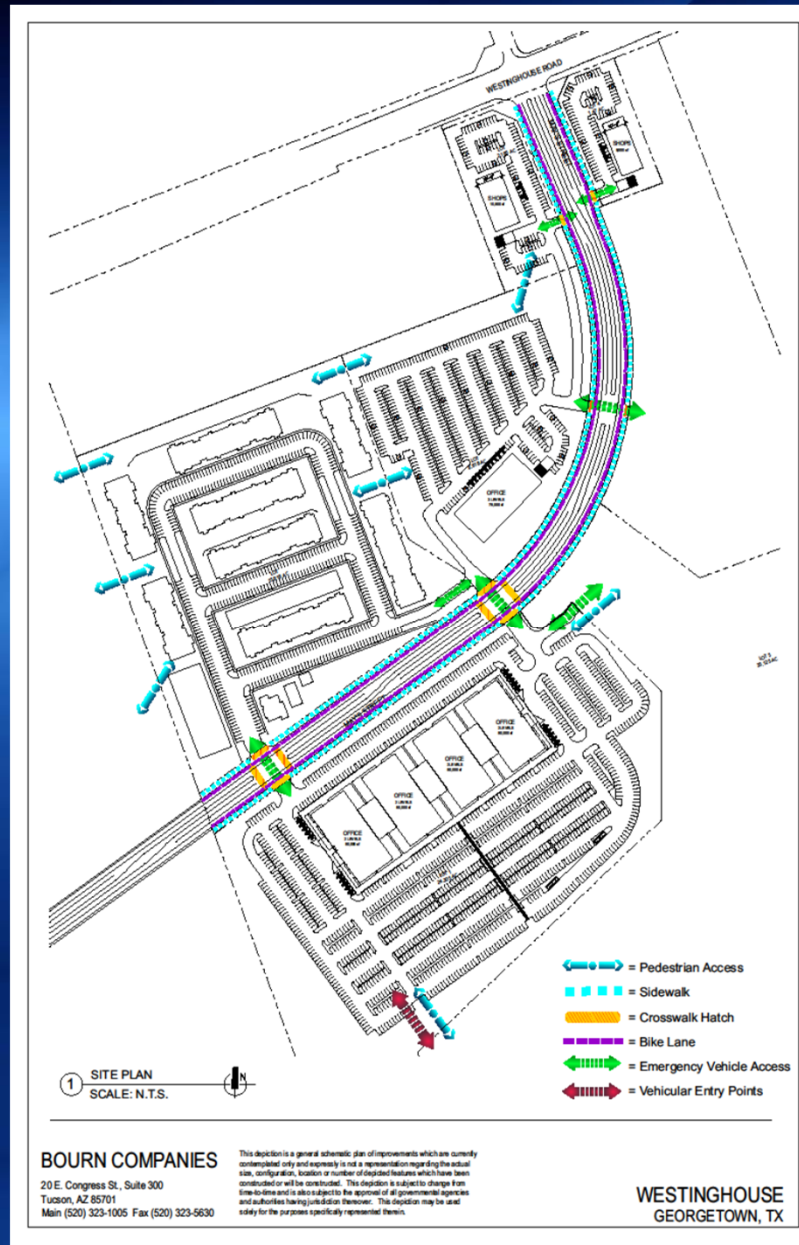
AMENDED PUD LAND USE EXHIBIT



Westinghouse PUD
 P & Z Meeting
 April 21, 2020

Presented By:
BOURN
 COMPANIES

CONNECTIVITY



Westinghouse PUD
P & Z Meeting
April 21, 2020

Presented By:
BOURN
COMPANIES

OFFICE DEVELOPMENT

- We have had extended conversations with the City related to office development
- Actively marketing the office sites with Aquila
- With a successful PUD amendment we are committed to move forward with development site plan for first office building
- This program will create shovel ready office sites on both sides of Mays Street

SITE PLAN



Westinghouse PUD
P & Z Meeting
April 21, 2020

Presented By:
BOURN
COMPANIES

CONCEPTUAL OFFICE RENDERING



Westinghouse PUD
P & Z Meeting
April 21, 2020

Presented By:
BOURN
COMPANIES

CURRENT & DEVELOPED PROJECTS

- A separate file was distributed with a sample of our current and recently developed projects

QUESTIONS?

Westinghouse PUD
P & Z Meeting
April 21, 2020

Presented By:
BOURN[®]
COMPANIES

CURRENT PROJECTS

THE BRIDGES

Tucson, Arizona

The Bridges is a 350 acre master planned project that includes:

- Retail: 100 acres of retail including Costco, Super Walmart, Century Theatres, Dave & Busters, Planet Fitness and a number of other retailers, restaurants and services;
- University of Arizona Tech Park: 65 acres owned by the University of Arizona for a technology park that is expected to be over 2 million square feet of research and development space at full build-out;
- Office Campus and Residential Urban Village: 112 acres being purchased from KB Homes and Lennar Homes by Bourn Companies. Bourn Companies has rezoned its 112 acres from single family residential zoning to OCR-1, allowing for office, residential, industrial, retail and a multitude of other uses with building heights as tall as 99 feet. The initial development will include a 200,000 square foot corporate office facility under a long term build to suit lease for GEICO.

The Bridges is poised to become one of Tucson's most unique large-scale, mixed-use projects offering large corporate office users a highly desirable location.

Size: 112 Acres

Components: Office, Retail, Hospitality





B-I

THE UNIVERSITY OF ARIZONA
**TECH PARKS
ARIZONA**

B-II

GEICO

**Mister
CAR WASH**

**DISCOUNT
TIRE**

Culver's

KINO PRKWAY

B-III

B-IV

PARK AVE

Walmart

**CENTURY
THEATRE
NextGen**

**DAVE &
BUSTER'S**

**TUCSON
MARKETPLACE
at THE BRIDGES**

INTERSTATE
10

**COSTCO
WHOLESALE**

CITY PARK

Downtown Tucson, Arizona

City Park is an iconic mixed-use, transit oriented development consisting of Tucson's most creative entertainment, office, dining and retail space. City Park embodies the historical significance of a “city park”, an urban oasis that creates a sense of community as a central place to work, dine and play. Comprised of three separate architecturally unique buildings, woven into one integrated project of roughly 100,000 square feet, with 10,000 square feet of outdoor patio space. City Park will include roughly 20,000 square feet of food, retail and entertainment space that will include Tucson's first downtown food hall, a boutique bowling alley and jazz bar. The project will also include over 56,000 square feet of creative office space that is fully leased to the US headquarters for Hexagon Mining, Smart Things (a Samsung subsidiary) and the corporate office for Bourn Companies. The final piece of City Park, located on the fifth floor, is a 2,500 square foot rooftop deck, creating a dynamic location for corporate events, private receptions and entertainment offerings.

Size: 101,000± SF

Components: Food Hall, Office, Retail, Indoor & Outdoor Entertainment & Meeting Space.





UPTOWN

Tucson, Arizona

Recently acquired by Bourn Companies in December, 2016, Foothills Mall provides a unique opportunity in the heart of Northwest Tucson. Easily accessible to a large portion of the Tucson, Marana & Oro Valley communities, the approximate 50 acre, 550,000 square foot mall will be converted to a high density, mixed use project providing significant retail, restaurants, entertainment, hotels, office and residential that will eventually reach 2 million square feet. Given its size and location, this property has the opportunity to become Greater Tucson's first and only true high density, mixed use lifestyle project.

Size: 2,000,000± SF

Components: Food Hall, Office, Retail, Restaurants, Entertainment, Residential, Hotel, Health & Wellness





THE LANDING

Tucson, Arizona

The Landing is a new 65 acre development project located at the northwest corner of Interstate-19 and Irvington Road in Tucson, AZ. At full build out the project will be approximately 700,000 square feet, comprised of retail, restaurants, hospitality, medical and services. The Landing, combined with the 1.1 million square foot Tucson Spectrum project located directly across Irvington, will be the dominant hub for an under-served trade area which captures one third of the population in the market. The project is strongly positioned on Interstate-19 and is the first and last major retail shopping opportunity for 2.7 million annual Mexican National visitors that spend \$1 billion annually in Tucson.

Size: 700,000± SF

Components: Retail, Restaurants, Hotel, Entertainment, Office, and Medical





86,000 (2016)



46,000 (2014)

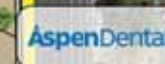
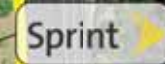
FUTURE
PHASE III

City of Tucson

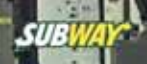
SANTA CRUZ RIVER



HOBBY LOBBY



FOOD CITY



PHASED DEVELOPMENT CONCEPT PLAN

(TENANTS IDENTIFIED IN DISCUSSION FOR DEVELOPMENT)

GOLF LINKS & SWAN

Tucson, Arizona

This property is a unique 27 acre infill location that was acquired with single family zoning, but rezoned to commercial use shortly after closing. Originally a state owned multi-building health campus, the project is being planned to become an office, R&D and “last mile” logistics campus using existing infrastructure and buildings.

Size: 27 Acres

Components: Office, Retail





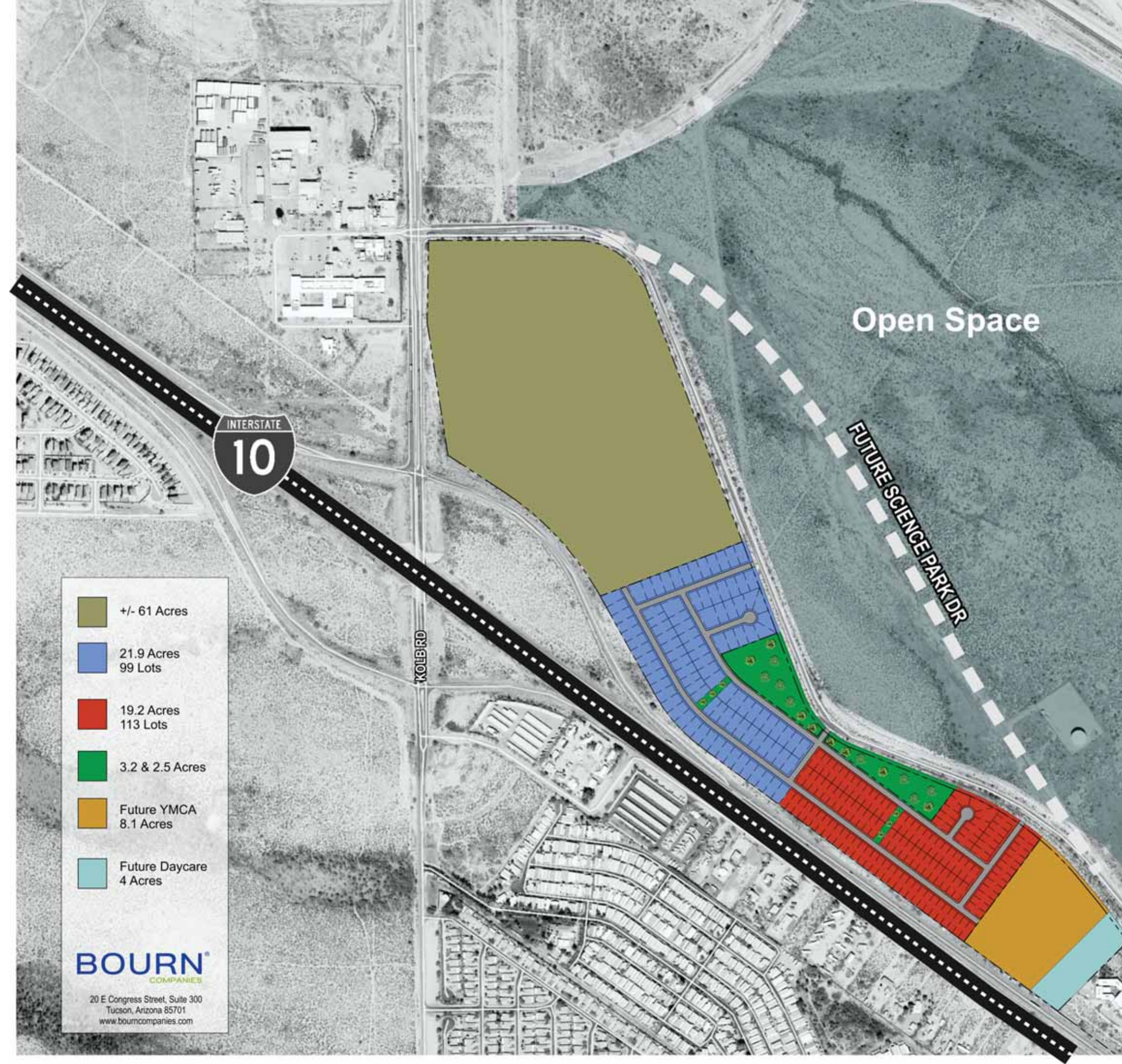
U OF A TECH PARK LAND

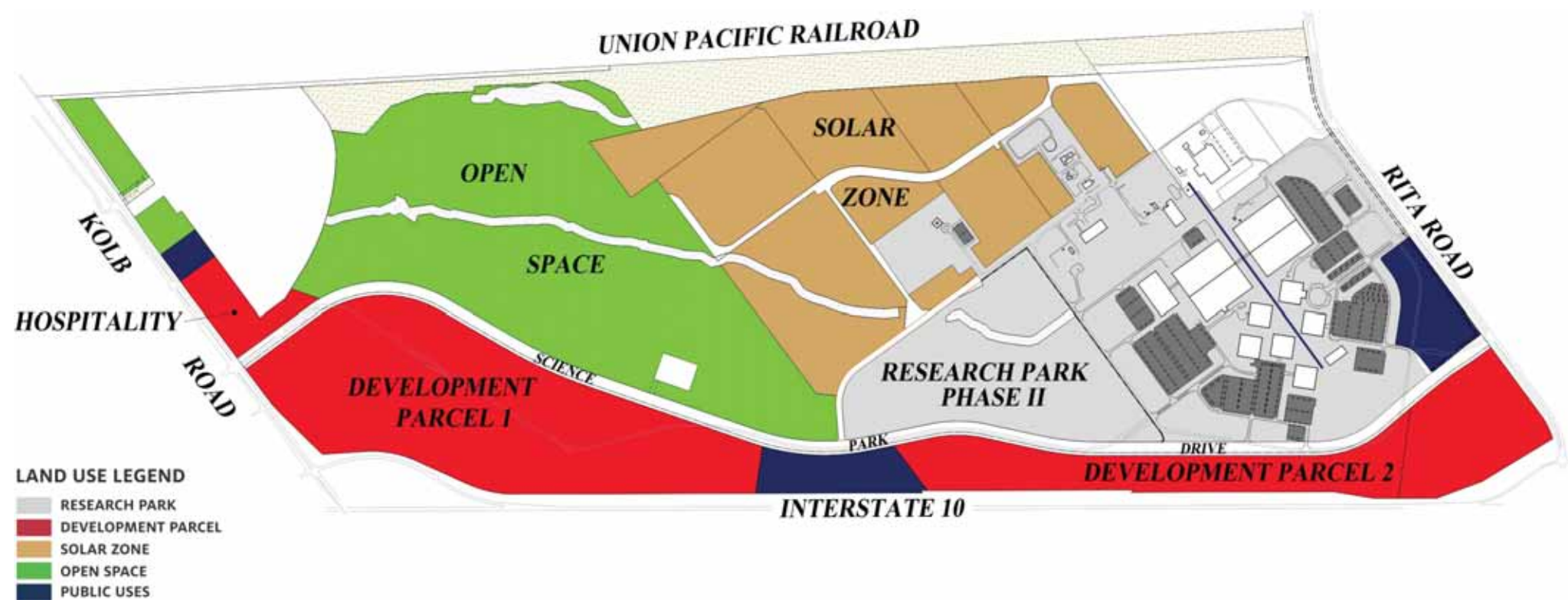
Tucson, Arizona

Bourn Companies has been selected to create a Public Private Partnership with the University of Arizona to act as a long term master developer for 175 acres of the school's 1,300 acre technology park. With a base of 2,000,000 square feet of office/R&D space and 6,000 employees, the park is ripe for additional mixed use development including food and entertainment, housing, hospitality and additional office/research and space.

Size: 175 Acres

Components: Mixed Use, Retail, Entertainment, Residential





LIBERTY PARK

North Liberty, Iowa

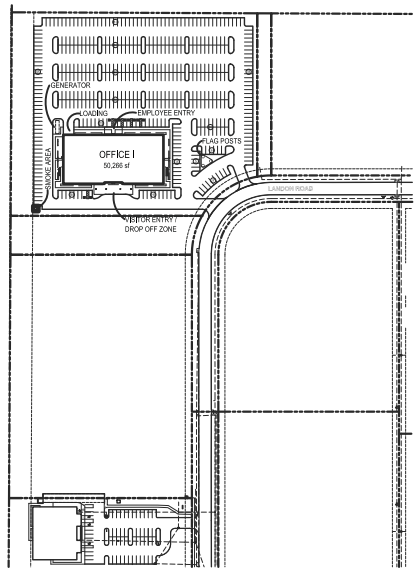
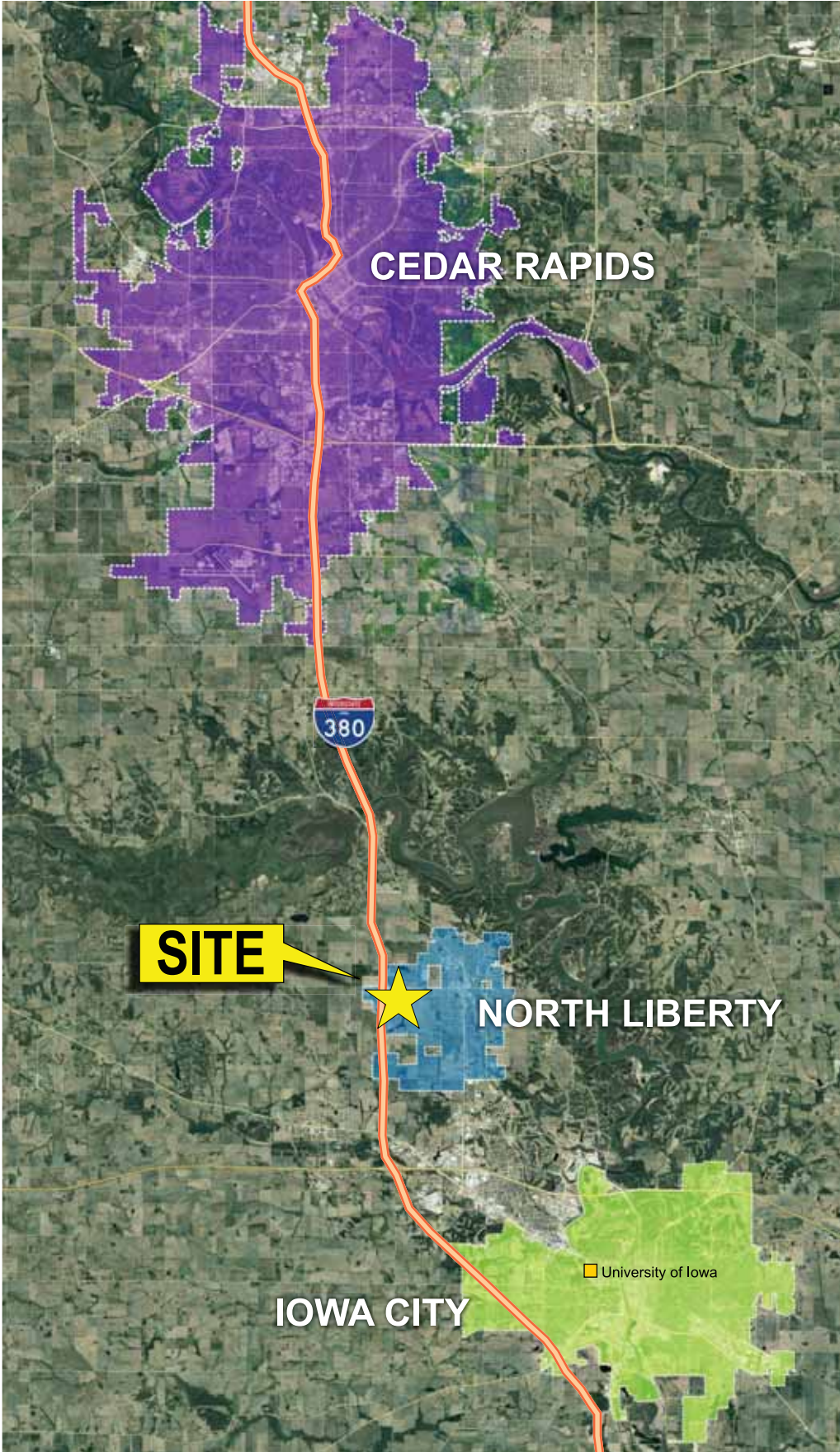
GEICO at Liberty Park is a 50,160 square foot corporate office built-to-suit located in North Liberty, Iowa. GEICO, a AA+ shadow rated credit tenant, signed a 25 year, non-terminable lease with an option to expand their footprint. The ability to expand/contract is a key feature of our open office systems platform, which was integral in securing this lease commitment. Initially, the building will be situated on approximately 6 acres of land. Were GEICO to execute their expansion option, the building could grow by up to an additional 63,000 square feet, which would require an additional 6 acres of land. That adjacent land is under option, for a period of time coinciding with GEICO's expansion option. Further, thru a series of diligent design, the interior layout has been formatted to maximize occupancy, seating over 650 associates.

Size: 50,160 SF

Component: Office

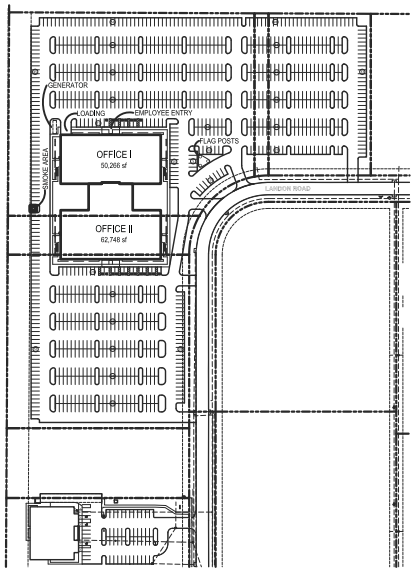
Tenant: GEICO





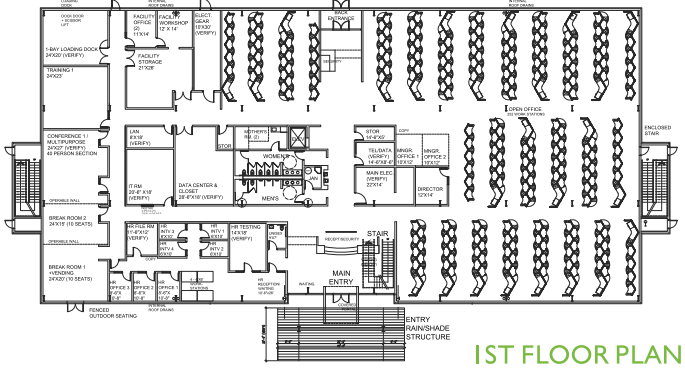
CURRENT SITE PLAN

50,266 SF
2 story building
461 parking spaces (9.2/1000 ratio)
5.75 acres

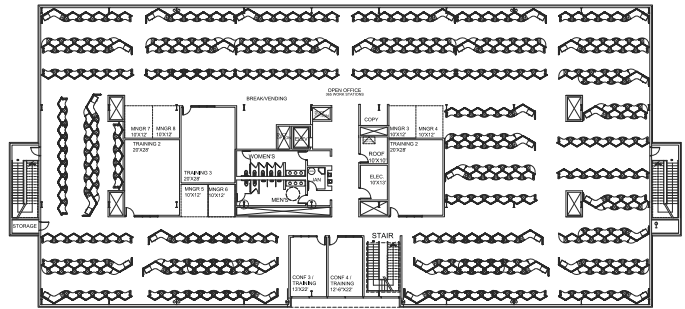


POTENTIAL EXPANSION SITE PLAN

Up to an additional 62,750 sf
970 parking spaces
11.95 acres



1ST FLOOR PLAN



2ND FLOOR PLAN

PHASE I FLOOR PLANS

50,266 sf
Designed to accommodate 650+ employees

GEORGETOWN VILLAGE

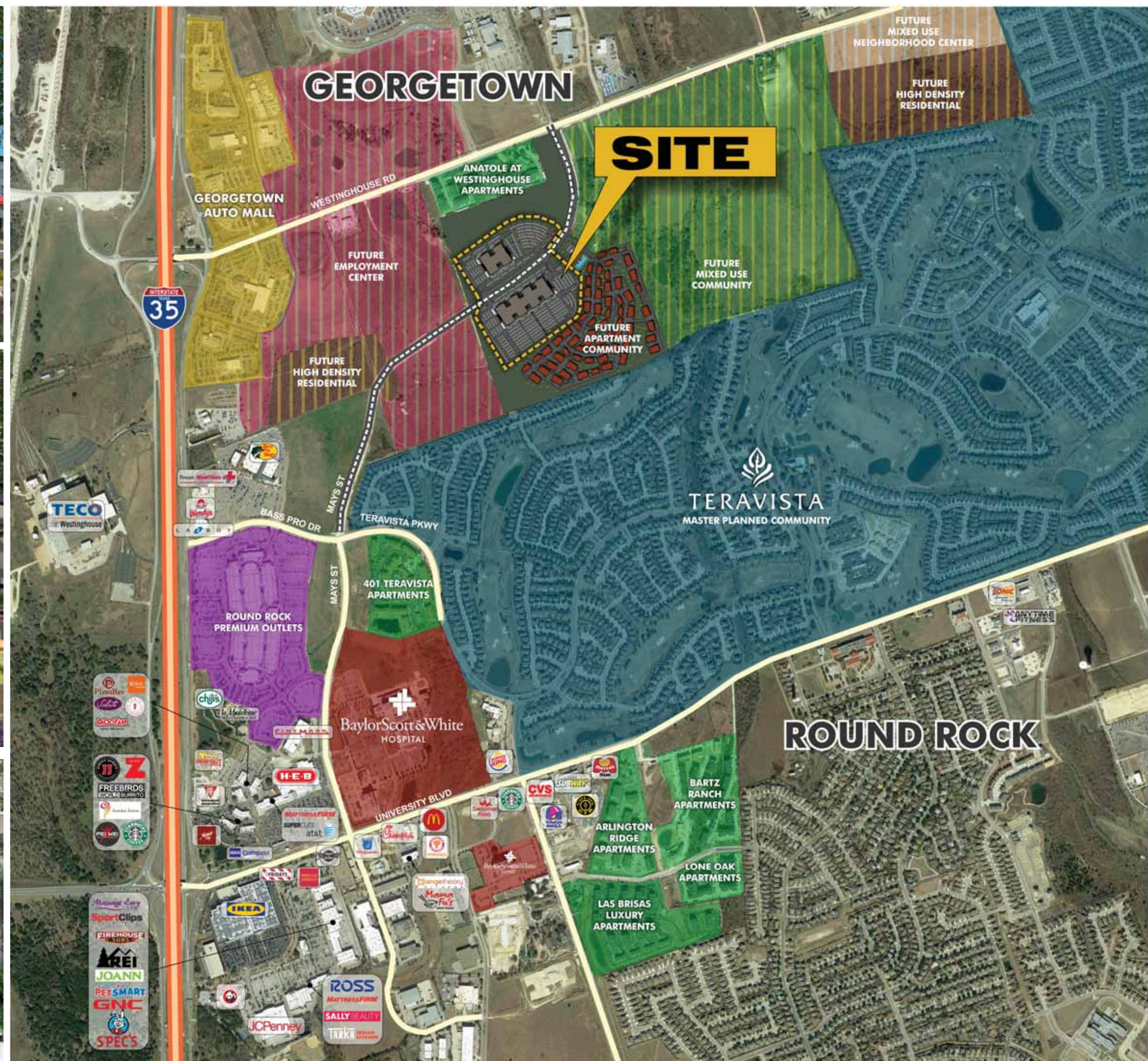
Georgetown, Texas

Georgetown Village is a 100 acre mixed use development in Georgetown, TX, a suburb of Austin, TX. The project will include over 1,000 high quality housing rental units and 6 corporate office buildings totaling approximately 250,000 square feet. Bourn worked directly with the City of Georgetown to facilitate over \$20M of infrastructure for the project, including a new sewer system, road extension and electrical line replacement.

Size: 100± Acre 65 Acres sold to MF Developers)

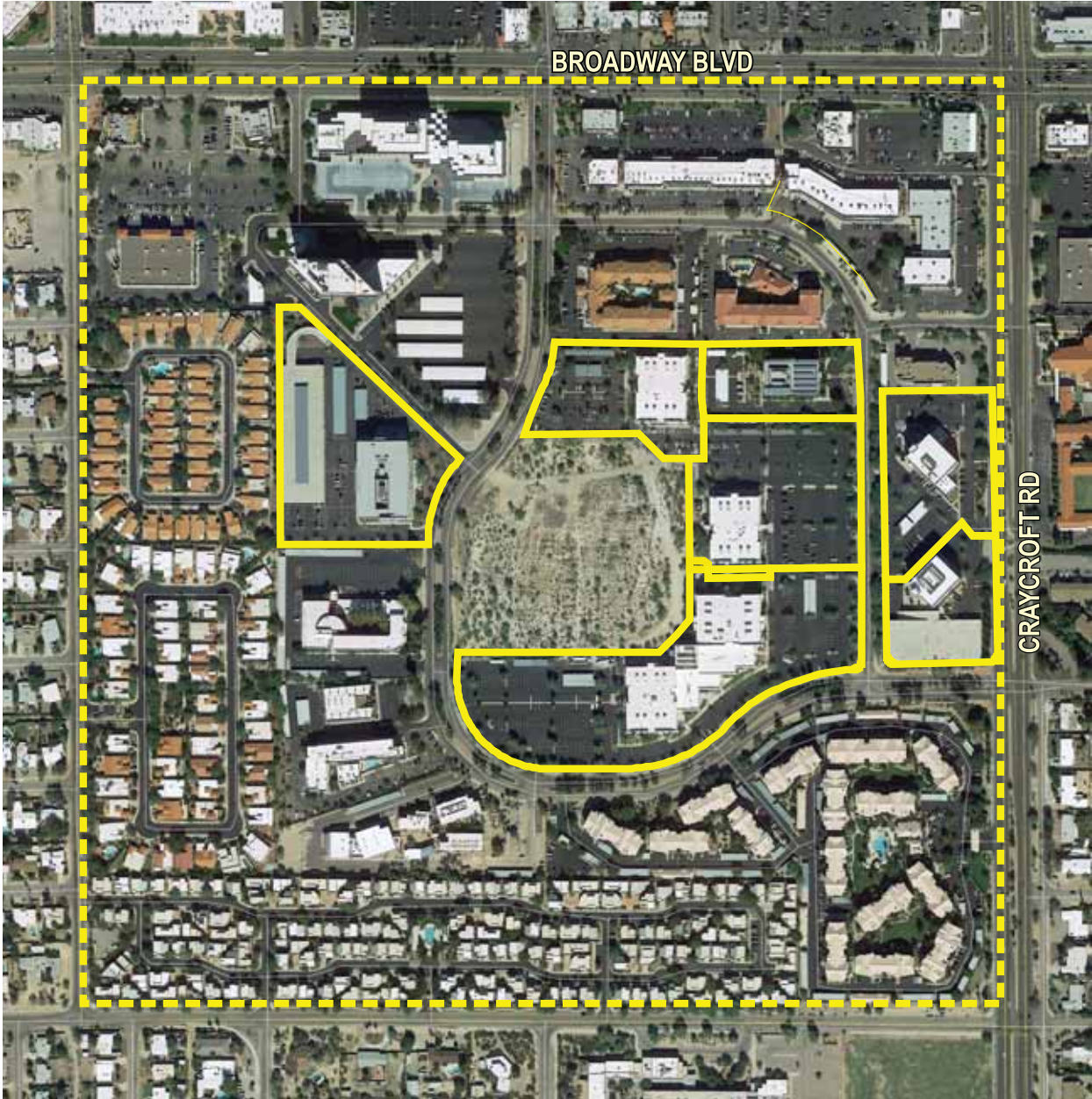
Components: Office, Multi-Family





PAST PROJECTS

WILLIAMS CENTER | Tucson, Arizona



250 S CRAYCROFT RD
Size: 44,000 SF
Tenant: KB Homes



300 S CRAYCROFT RD
Size: 42,000 SF
Tenant: University Of Phoenix



250 S WILLIAMS BLVD
Size: 122,000 SF
Tenant: Sunquest Information Systems



543 I E WILLIAMS BLVD
Size: 50,000 SF
Tenant: Aetna



541 I E WILLIAMS BLVD
Size: 125,000 SF
Tenant: Texas Instruments



544 I E WILLIAMS BLVD
Size: 33,496 SF
Tenant: American Board of Radiology



545 I E WILLIAMS BLVD
Size: 50,000 SF
Tenant: ADP



2483 N ARCADIA AVE
Tucson, Arizona
Size: 15,000 SF
Tenant: Crossroads OB/GYN



155 N ROSEMONT BOULEVARD
Tucson, Arizona
Size: 50,000 SF
Tenant: Captaris & First Script Network



1985 E RIVER ROAD
Tucson, Arizona
Size: 42,300 SF
Tenant: Beach Fleishman



7373 E ROSEWOOD STREET
Tucson, Arizona
Size: 76,268 SF
Tenant: Stanley, Inc, US State Department



1455 W RIVER ROAD
Tucson, Arizona
Size: 20,000 SF
Tenant: ITT Technical Institute Building

ONE PLACE TOWER | Tulsa, Oklahoma



202 S Cheyenne
Size: 325,000 SF
Tenant: Cimarex Energy Company



Tucson Mall

WETMORE RD

ORACLE RD

ORACLE WETMORE
PHASE I, II, III
Tucson, Arizona
Size: 368,069 SF
Major Tenants:
Home Depot
PetSmart
Nordstrom Rack
Total Wine
Walgreen's
ULTA
Total Wine
BJ's Restaurant & Brewhouse



TARGET PAD
Tucson, Arizona
Size: 31,748 SF
Tenants:
Southern Arizona Urgent Healthcare
Sprint



ORACLE CROSSINGS
Size: 246,225 SF
Major Tenants:
Kohls
Sprouts
Home Goods
El Charro Café
Carrabba's Italian Grill
Summit Hut
TREK Bicycle Store



22ND & HARRISON
Tucson, Arizona
Size: 8,111 SF
Tenants:
Five Guys
Chipotle
Mattress Firm





WILMOT PLAZA
Tucson, Arizona
Size: 140,000 SF
Major Tenants: Nordstrom Rack, Dick's Sporting Goods, TJ Maxx



ENTRADA DEL ORO SHOPPING CENTER
Tucson, Arizona
Size: 140,000 SF
Major Tenant: Walmart Neighborhood Market



FOOTHILLS MALL (1995 Re-Developed)
Tucson, Arizona
Size: 750,000 SF
Major Tenants: AMC Theatres, ROSS Famous Footwear, Nike, Saks Off 5th, Barnes & Noble, Walmart Supercenter



MADERA VILLAGE
Tucson, Arizona
Size: 96,738 SF
Major Tenants: Safeway, Walgreen's ACE Hardware, O'Reilly Auto Parts





SANDSTONE RIDGE APARTMENTS
Green Valley, Arizona
Size: 139,634 SF (144 Units)



HOLIDAY INN EXPRESS
Green Valley, Arizona
Size: 28,573 SF (60 Rooms)



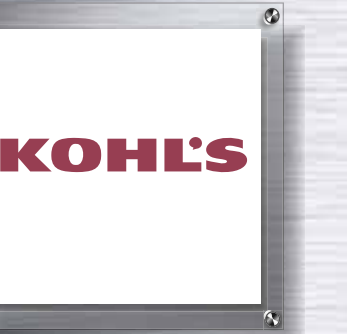
LUMIERE TELLURIDE, BOUTIQUE HOTEL
Telluride, Colorado
Size: 80,000 SF (29 keys)

Bourn

Bourn Companies, LLC is a commercial real estate, development and services company based in Tucson, Arizona.

Since its origination in 1990, Bourn Companies has completed over 4,000,000 square feet of commercial projects. Major companies have consistently engaged Bourn to assist in acquiring and developing appropriate facilities to strategically execute their business.

Our company believes in recruiting talented individuals that work together as a team in a clearly defined system. As such, we have an internal team of architects, engineers, project managers, accountants, lawyers, marketing specialists and developers, all collaborating to provide a seamless, efficient delivery system for our **Clients**.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING PART OF THE OFFICIAL ZONING MAP TO REZONE 26.62 ACRES OUT OF THE BARNEY LOW SURVEY ABSTRACT NO. 385, GENERALLY LOCATED SOUTH OF WESTINGHOUSE AND WEST OF MAY STREET AND NORTH OF THE SOUTHERN CITY LIMIT BOUNDARY, TO AMEND THE EXISTING NEW WESTINGHOUSE INVESTORS TRACT PLANNED UNIT DEVELOPMENT DISTRICT (PUD), TO REVISE THE CONCEPTUAL LAND PLAN, 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"):

26.62 acres of the Barney Low Survey, as recorded in Document Numbers 2015005809 and 2015005809 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on April 21, 2020, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on April 28, 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.

Ordinance Number: _____

Page 1 of 2

Case File Number: 2020-1-PUD New Westinghouse Investors Tract

Date Approved: _____

Section 2. Development Plan of the Planned Unit Development (PUD) District for The New Westinghouse Investors PUD is hereby amended in accordance with the attached *Exhibit A* (PUD Development Plan) and incorporated herein by reference

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

Section 4. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 28th day of April, 2020.

APPROVED AND ADOPTED on Second Reading on the 12th day of May, 2020.

THE CITY OF GEORGETOWN:

ATTEST:

Dale Ross
Mayor

Robyn Densmore
City Secretary

APPROVED AS TO FORM:

Charlie McNabb
City Attorney

Ordinance Number: _____

Page 2 of 2

Case File Number: 2020-1-PUD New Westinghouse Investors Tract

Date Approved: _____

“EXHIBIT A”

New Westinghouse Investors Tract Planned Unit Development Development Plan

A. PROPERTY

The New Westinghouse Investors Tract Planned Unit Development District is located south of Westinghouse Road and is bisected by Mays Street. The existing PUD (Ordinance #2017-31) represents 87.517 acres, described as AW0385 – B.C. Low SUR., recorded in Document 201500509, Official Public Records of Williamson County. The PUD area consisted of three primary tracts of land: 59.43 acres on the south side of Mays Street; 26.62 acres on the north side of Mays Street; and a 1.47 acre parcel at the southeast corner of Westinghouse Road and Mays Street. On the south side of Mays Street, the 59.43-acre tract was divided into two tracts: a 35.12-acre multi-family site (MF-2) and a 24.31-acre commercial tract (C-3). On the north side of Mays Street, the 26.62-acre tract was divided into two tracts: a 15.42-acre multi-family site (MF-2) and an 11.20-acre commercial tract (C-3). The 1.47-acre tract southeast of Westinghouse Road and Mays Street is zoned for commercial development (C-3).

Subsequent to establishing the current PUD the owner sold the 35.12-acre multi-family site south of Mays Street, which has been developed as “The Mansions of Georgetown II”. As a result, that 35.12-acre multi-family site is not a part of, and is unaffected by, this proposed PUD Amendment. Out of the remaining 52.39-acres, the 24.31-acre commercial tract south of Mays Street and the 1.47-acre commercial tract at the southeast corner of Westinghouse Road and Mays Street are unaffected by this proposed PUD Amendment and will continue to be governed by the zoning and development standards established by Ordinance 2017-31.

The 26.62-acre tract on the north side of Mays Street is the subject of this proposed PUD Amendment and is hereafter defined as the “Property”.

B. PURPOSE

The current PUD establishes 15.42-acres of the Property to be for multi-family development (MF-2) and the remaining 11.20-acres to be developed commercially (C-3). This PUD Amendment does not seek to change the land areas for each zoning category within the Property; upon approval of this amendment there will continue to be 15.42 - acres of multifamily (MF-2) and 11.20-acres of commercial (C-3) zoned area. This PUD Amendment does not seek to change any of the established development standards, building setbacks, allowable uses, or landscape requirements. Rather, the purpose of this amendment is to reconfigure the shapes and locations of the MF-2 and C-3 zoned areas to better accommodate their intended developments.

In accordance with UDC Section 4.06.010.C “Development Plan Required”, this Development Plan titled **Exhibit A** is a summary of the development and design standards for the property and is unchanged from the Development Plan represented by Ordinance 2017-31.

The project continues to propose a mix of commercial, office and high-density multi-family residential units with continuity and uniformity in signage and landscaping. Pedestrian trails will be designed to provide a link between uses and shared by residents of the multi family tracts and employees of the commercial buildings.

C. APPLICABILITY AND BASE ZONING

In accordance with UDC Section 4.06.010.A "Compatibility with Base Zoning District", all development of the property shall conform to the base zoning districts of C-3 and MF-2. Except for those provisions specifically defined by Ordinance 2017-31 and this Development Plan, all development standards established in the most current version of the UDC at time of development shall be applicable, including amendments or ordinances adopted after the date of this PUD. In the case that this Development Plan does not address a specific item, the City of Georgetown UDC and any other applicable Ordinances shall apply. In the event of a conflict between the regulations of this PUD and the regulations of the appropriate base zoning district, the PUD shall control.

D. CONCEPTUAL LAND PLAN

A Conceptual Land Plan has been attached to this Development Plan as **Exhibit B** to illustrate the land use and design intent for the property. The Conceptual Land Plan is intended to serve as a guide to illustrate the general vision and design concepts and is not intended to serve as a final document. As such, proposed building and parking locations and configurations are subject to refinement at time of Site Plan review. The Conceptual Land Plan depicts a series of buildings, parking, outdoor areas, and landscaping that may be developed in phases, provided the minimum requirements of the PUD district are proportionally met with each phase. Approval of this PUD Amendment, Development Plan, and Conceptual Land Plan does not constitute approval of a Site Plan per Section 3.09 of the UDC.

E. LAND USES

1. Primary Uses. The primary uses of the Property shall be office, commercial and high-density multi-family residential. This Property will continue to be subject to any obligations of the Owner established by agreement with the City of Georgetown.

2. Other Permitted Uses.

No additional uses are proposed in either of the underlying zoning districts.

3. Prohibited Uses.

Pursuant to Chapter 5 of the Code and this PUD, the following shall be prohibited uses for all C-3 areas or tracts **except** the 1.467-acre C-3 tract at the southeast corner of Westinghouse Road and Mays Street.

- (a) Mf, Attached Dwelling Units
- (b) Upper-Story Residential
- (c) Home-Based Business
- (d) Assisted Living
- (e) Nursing or Convalescent Home
- (f) Hospice Facility
- (g) School, Elementary
- (h) School, Middle
- (i) School, High
- (j) Day Care, Group
- (k) Activity Center, Youth or Senior
- (l) Community Center
- (m) Correctional Facility
- (n) Emergency Service Station
- (o) Social Service Facility
- (p) Transient Service Facility
- (q) Hospital
- (r) Hospital Psychiatric
- (s) Substance Abuse Facility
- (t) Religious Assembly Facilities
- (u) Religious Assembly Facilities with Columbaria
- (v) Public-Park, Regional
- (w) Cemetery, Columbaria, Mausoleum or Memorial Park
- (x) Live Music or Entertainment
- (y) Dance Hall or Nightclub
- (z) Theater, Movie or Live
- (aa) Membership Club or Lodge
- (bb) Major Event Entertainment
- (cc) Event Facility
- (dd) Commercial Recreation
- (ee) Driving Range
- (ff) Firing Range, Indoor
- (gg) Blood or Plasma Center
- (hh) Data Center
- (ii) Agricultural Sales
- (jj) Flea Market
- (kk) Laundromat
- (ll) Small Engine Repair
- (mm) Funeral Home
- (nn) Kennel
- (oo) Self Storage Outdoor
- (pp) Event Catering and Equipment Rental Services
- (qq) Pest Control or Janitorial Services
- (rr) Manufactured Housing Sales
- (ss) Automotive Sales, Rental or Leasing Facility
- (tt) Automotive Parts and Accessories, Outdoor
- (uu) Automobile Repair and Service Limited
- (vv) Automobile Repair and Service General
- (ww) Recreational Vehicle Sales Rental or Service

Site Specific Restrictions for the 1.467-acre C-3 at Westinghouse and Main Street

- (a) Mf, Attached Dwelling Units
- (b) Upper-Story Residential
- (c) Home-Based Business
- (d) Assisted Living
- (e) Nursing or Convalescent Home
- (f) Hospice Facility
- (g) School, Elementary
- (h) School, Middle
- (i) School, High
- (j) School, College
- (k) School, Business or Trade
- (l) Day Care, Group
- (m) Day Care Commercial
- (n) Activity Center, Youth or Senior
- (o) Community Center
- (p) Correctional Facility
- (q) Emergency Services Station
- (r) Government or Postal Office
- (s) Library or Museum
- (t) Social Service Facility
- (u) Transient Service Facility
- (v) Hospital
- (w) Hospital Psychiatric
- (x) Substance Abuse Facility
- (y) Religious Assembly Facilities
- (z) Religious Assembly Facilities w/ Columbaria
- (aa) Public Park, Neighborhood
- (bb) Public Park, Regional
- (cc) Cemetery, Columbaria, Mausoleum, or Memorial Park
- (dd) Inn
- (ee) Hotel, Boutique
- (dd) Hotel Full Service
- (ff) Hotel Limited Service
- (gg) Hotel Extended Stay
- (hh) Motel
- (ii) Theater, Movie or Live
- (jj) Major Event Entertainment
- (kk) Event Facility
- (ll) Driving Range
- (mm) Firing Range, Indoor
- (nn) Blood or Plasma Center
- (oo) Medical Complex
- (pp) Data Center
- (qq) Laundromat
- (rr) Small Engine Repair
- (ss) Funeral Home
- (tt) Manufactured Housing Sales
- (uu) Automotive Sales, Rental or Leasing Facility
- (vv) Automotive Parts & Accessories Sales, Indoor
- (ww) Automotive Parts and Accessories, Outdoor
- (xx) Automotive Repair and Service Limited
- (yy) Automotive Repair and Service General

4. Permitted Accessory Uses.

No accessory uses are proposed in either of the underlying zoning districts.

F. DESIGN STANDARDS

All buildings within this PUD will comply with the UDC Non-Residential Design Standards unless otherwise modified within this PUD.

1. **Densities:** *[see tables below]*

2. **Setbacks:** As permitted in Section 7.03.030 C.4.a.ii of the UDC, retaining walls shall be permitted to be constructed within the building setback.

[see tables below]

3. **Building Heights:** *[see tables below]*

C-3 DESIGN STANDARDS

Dimension	General Commercial C-3 Per UDC	General Commercial C-3 PUD Request
District Size – Min. Acreage	5 Acres	1 Acre
Lot Width (minimum)	50 ft.	50 ft.
Front/Street Setback (minimum)	25 ft.	25 ft.
Side Setback (minimum)	10 ft.	10 ft.
Side Setback to Residential District (minimum)	15 ft.	15 ft.
Rear Setback (minimum)	10 ft.	10 ft.
Rear Setback to Residential (minimum)	25 ft.	25 ft.
Max Height of Building	45 ft.	60/80 ft.*
Bufferyards	C	C

*Office building height limited to 60 ft. / 80 ft. building height allowed for hotel only.

MF-2 DESIGN STANDARDS

Lot and Dimensional Standards	MF-2 (High Density Multifamily) Per UDC	MF-2 (High Density Multifamily) PUD Request
Lot Size (minimum)	2 Acres	2 Acres
Dwelling Units per acre (maximum)	24 Units	24 Units
Apartment Units per Structure (maximum)	24 Units	24 Units
Lot Width (minimum)	50 ft.	50 ft.
Front Setback (minimum)	25 ft.	25 ft.
Side Setback (minimum)	15 ft.	15 ft.
Side Setback to Residential District (minimum)	30 ft.	30 ft.
Rear Setback (minimum)	15 ft.	15 ft.
Rear Setback to Residential District (minimum)	30 ft.	30 ft.
Building Height (maximum)	45 ft.	45 ft.

4. Building Materials. Materials and colors will be submitted to the Planning Director as a condition for final approval of the Site Plan(s).

At least 80% of the collective walls of a building shall be finished in one or more of the following building materials:

- A. Brick, stone, cast stone, marble, granite, glass block, tile, or prefinished architectural metal panels.
- B. Stucco or plaster.
- C. Split-face, shotblast, exposed aggregate, groundface or vertical scored concrete block, poured-in-place concrete, and tilt-wall concrete. Any use of concrete products shall have an integrated color and be textured or patterned. Tilt-wall

concrete structures shall include reveals, punch-outs or other similar surface characteristics to enhance the wall on at least 10% of each wall.

- D. Glass with less than 20% reflectance. A maximum of 50% of the first two stories or floors of a building may be constructed in glass. Above the first two stories or floors, there are no restrictions on the amount of glass allowed.
- E. The following materials may be counted towards the minimum building material requirement if they are installed a minimum of four feet above ground level but shall not comprise more than 60% of the collective walls of the building.
 - 1. Exterior Insulation and Finish System (EIFS) or equivalent product; or
 - 2. The use of Cellulose fiber-reinforced cement building siding that is horizontally installed, such as Hardi-plank or similar product approved by a nationally recognized building products evaluation service shall be limited to the multi-family portions of the project.

5. Building Articulation.

A. Horizontal Articulation (Footprint).

- 1. No building wall shall extend laterally for a distance greater than 120 feet without a perpendicular offset of at least 3 feet.
- 2. Where the length of the wall is less than 120 feet, articulation is not required.
- 3. The perpendicular offset shall extend laterally for a distance equal to at least 50% of the building's average height.
- 4. The perpendicular and lateral offset(s) may be divided and distributed throughout the length of the wall if the applicant demonstrates, to the satisfaction of the Director, that the intent of this Section has been met.

B. Vertical Articulation.

- 1. No building wall shall extend laterally for a distance greater than 120 feet without a change in vertical elevation of at least 25% of such height.
- 2. The change in elevation shall extend laterally for a distance equal to at least 50% of the building's height.
- 3. The vertical change(s) in elevation may be divided and distributed throughout the length of the wall if the applicant demonstrates, to the satisfaction of the Director, that the intent of this Section has been met.

- 6. Exterior Lighting.** Exterior Lighting on the Property and its buildings will comply with the requirements set forth in Section 7.05 of the UDC related to outdoor lighting unless otherwise described in this PUD. Lighting along Mays Street to be installed with the construction of Mays Street (by others).

G. PARKING.

Parking on the Property shall be in conformance with Chapter 9 of the UDC except as otherwise stated in this Development Plan.

H. VEHICULAR ACCESS AND CIRCULATION

- 1. Transportation Impact Analysis (TIA).** The project will be developed in phases and TIA's shall be prepared, submitted and reviewed with any phase of the project that triggers a TIA as established in the Unified Development Code.
- 2. Driveway Access.** Bi-directional curb cuts shall be limited to those locations where existing median breaks on Mays Street are located. Additional right-in/right-out only driveways may be proposed at the time of Site Plan review and approval. Cross access between lots may be limited/restricted due to topographic constraints. Shared driveways shall be encouraged throughout the project.

I. TREE PRESERVATION

Tree Preservation on the Property shall be in conformance with Chapter 8 of the Unified Development Code unless otherwise stated in this Development Plan.

J. LANDSCAPE AND BUFFER REQUIREMENTS

Vehicular screening, as required by City Code, will be required along public Right of Way (R.O.W.). The use of planted berms is encouraged for visual interest and establishing the natural character previously mentioned. Shade trees planted along the R.O.W. will further enhance the visual experience. Parking lot trees may be counted toward this requirement. Ornamental trees listed within the recommended plant list may count toward the landscape buffer shade tree requirement, but not toward parking shade tree requirements. Where utilities or easements are present, approval must be given by applicable authorities for ornamental trees, shrubs, berms, etc. placed within. In lieu of buffer shade trees, additional shrubs or landscape elements beyond the minimal City requirements may be acceptable as a form of alternative equivalent compliance.

K. SCREENING OF MECHANICAL EQUIPMENT

Screening of mechanical equipment on roof tops shall comply with the UDC except metal panel systems shall also be allowed, provided it is consistent with the materials of the primary building.

L. SIGNAGE

Signage on the Property shall be in conformance with Chapter 10 of the Unified Development Code unless otherwise stated in this Development Plan or in a Master Sign Plan ultimately submitted and approved for the Property.

- 1. Monument Signage.** Monument signage along the public right-of-way shall not be subject to a 25-foot setback from the public right-of-way but shall comply with the minimum setbacks per UDC Table 10.06.010 and prescribed sight distance requirements. Monument signage shall be freestanding with a limestone or other masonry base and landscape skirting the base of the sign.

Monument signs shall be limited to 12 feet in height with a maximum of 96 square feet for each of the 2 permitted sign faces per monument sign.

Monument signs may be lighted with either internal or external illumination that complies with UDC Section 10.05 Light Standards.

- 2. Directional and Wayfinding Signage.** Directional and wayfinding signs internal to the Property shall conform to the UDC.

M. IMPERVIOUS COVERAGE

Impervious coverage on the Property shall be in conformance with Chapter 11 of the Unified Development Code unless otherwise stated in this Development Plan.

N. STORMWATER

Stormwater management on the Property shall be in conformance with Chapter 11 of the Unified Development Code unless otherwise stated in this Development Plan (see Exhibit E). Applicant will encourage all property owners within the PUD to participate in regional water quality and detention facilities.

O. PARKLAND AND COMMON AMENITY AREA

- 1. Parkland.** The parkland dedication requirements of UDC Section 13.05 may be met with fee-in lieu of dedication, as provided for in Section 13.05.010.D, at time of Site Plan approval, in an amount equal to \$200 per new dwelling unit, or by dedication of parkland as required by the UDC. Dedication of parkland will only be accepted upon the approval of the Parks Director and the Parks Advisory Board.
- 2. Common Amenity Area.** The Common Amenity Area requirements of UDC Section 6.06.020 will be met by integrating the following amenities on-site: pedestrian trail, lighting and landscaping in general conformance with those improvements as depicted on Exhibit B.

P. PUD MODIFICATIONS

In conformance with Section 4.06.010.D.3 of the UDC, modifications to this Development Plan shall require City Council approval of an amendment to this PUD processed pursuant to Section 3.06 of the UDC, except, where the Director of Planning determines such modifications to be minor, the Director may authorize such modifications. Minor modifications may include changes to building sizes, uses, or locations providing those modifications conform to the general intent of this PUD, uses authorized by this PUD, or to applicable provisions of the UDC and any other applicable regulations.

Q. LIST OF EXHIBITS

Exhibit A - This PUD Development Plan

Exhibit B - Conceptual Land Plan

Exhibit C - Site Cross Section

Exhibit D - Property Lines & BLDG Setbacks

Exhibit E - Storm Water Management Facilities

Exhibit F - Potential Landscape Areas and Landscape Standards

Exhibit G - Contents and General Landscape Design Standards

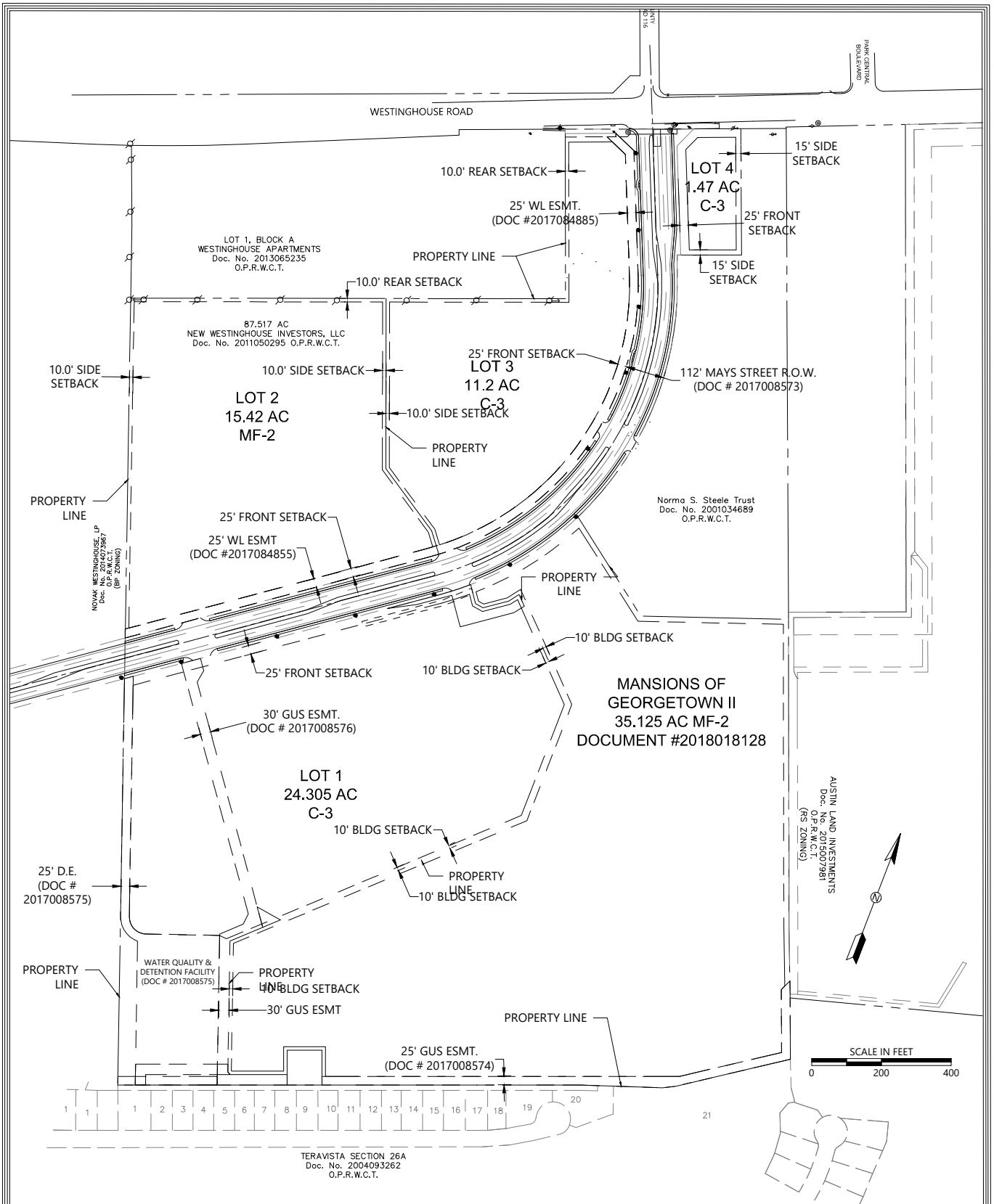
Exhibit H - Parking Lot Screening and Streetscape Concepts

Exhibit I - Connectivity Exhibit

Exhibit J - Pathway/Rest Area Concept

Exhibit K - Conceptual Renderings of Office Buildings (1&2)

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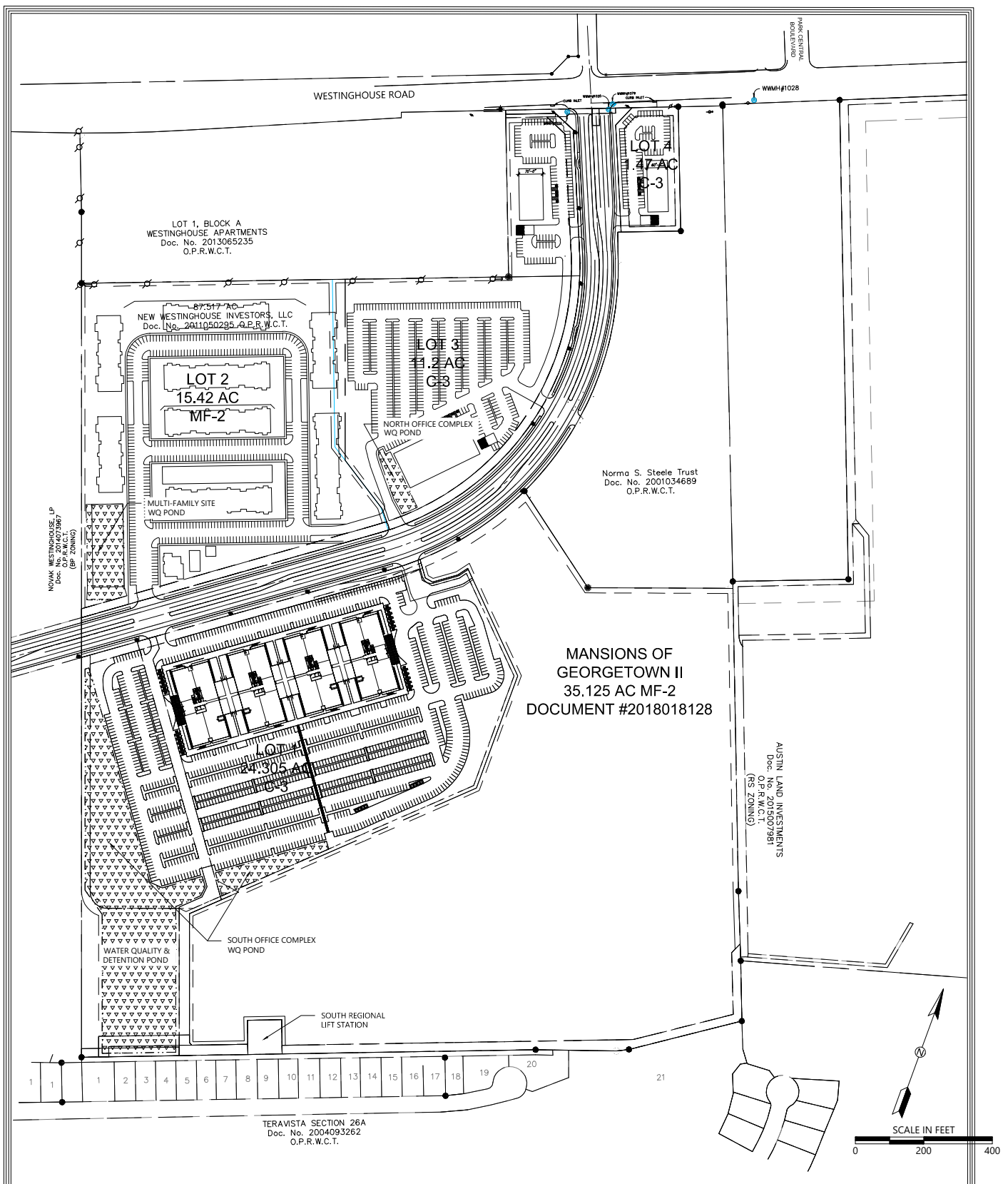


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Date:	4/16/2020		
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Project No.	0749-001	###	###
No.	DATE	DESCRIPTION	BY

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PREPARED
FOR:
BOURN COMPANIES LLC
20 E. CONGRESS, SUITE 300
TUCSON, AZ 85701








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HORIZONTAL WESTINGHOUSE
INVESTORS TRACT

PUD AMENDMENT
EXHIBIT E
STORM WATER
MANAGEMENT FACILITIES

Sheet Index:	
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No.	DATE	DESCRIPTION		BY

TOM GROLL
ENGINEERING
♦ 5208 PRYOR LANE, AUSTIN, TEXAS 78734 ♦ (512) 848-5796 ♦
♦ TBPE FIRM # F-9799 ♦ TOMG@TG-ENG.COM ♦

PREPARED
FOR:

BOURN COMPANIES, LLC
20 E. CONGRESS, SUITE 300
TUCSON, AZ 85701

Landscape Design Standards

Horizontal Westinghouse Investors Tract P.U.D.
at Westinghouse Road and N. Mays Extension

CONTENTS

- L1.0 Contents & General Landscape Design Standards
- L1.1 Plant Material List, Very Low Water
- L1.2 Plant Material List, Low to Medium Water
- L1.3 Parking Lot Screening & Streetscape-Standards Concept
- L1.4 Parking Lot Screening & Streetscape-Planting Concept
- L1.5 Parking Lot Screening & Streetscape-Conceptual Renderings
- L2.1 Connectivity Exhibit
- L2.2 Pathway/Rest Area Concept

LANDSCAPE DESIGN STANDARDS

In order to achieve a cohesive appearance throughout the P.U.D. it is each property owner's responsibility to adhere to the following landscape design standards set forth herein for the Mays Street Public Right of Way Frontage. These standards, although not required elsewhere within each property, are also encouraged for the PUD as a whole. Each property shall comply with the City of Georgetown's Unified Development Code Chapter 8 & 10 except for the alterations and addendums provided in the PUD agreement documents. This document explains the design intent for the PUD, the objectives to meet this intent, followed by detailed standard exhibits that illustrate those objectives.

The overall design intent is to create an interconnected development which has visual continuity throughout. The unifying theme is integration with the native surrounding habitat, and ecosystem. Providing this integration allows the user to positively connect with their natural environment. The pedestrian experience will be enhanced through high value placed on aesthetics, connectivity, safety, and amenities.

To accomplish this intent the development will utilize the following objectives:

Natural Integration

- Plant Material
 - Native and adapted plant material is paramount to establishing a landscape that fits within the context of the surrounding native ecosystem. Two plant lists are provided within this document which give options for very low to medium water native plants. Properties within this development shall be limited to providing plant material found on these lists along the public Right of Way. The use of these plants is also encouraged throughout the development. The intent of these plants is to limit water use due to low irrigation needs while recreating natural habitat.
- Landscape/Earthwork
 - Inter-working proposed hardscape with existing topography is encouraged. Berms and terraces that provide natural undulation will aid in integrating the existing environment and built improvements.
- Ecosystem Preservation/Restoration
 - In addition to native plant material and earthwork integration the native ecosystem will be further restored through use of rain gardens and the reestablishment of native grasslands. Rain gardens will be utilized for natural storm water management and recharge. Native grass seed mixes shall be used in these areas to reinstate native vegetation.
 - Native grasses planted within bordered beds/berms can serve as contained prairies. This design standard allows for large beds to be affordably planted while providing a clean cut maintained edge surrounded by lawn. These contained prairies will help meet native restoration goals while also aiding in visual continuity mentioned below.

Aesthetic Enhancement

- Visual Continuity
 - Unity can be found in repetition. The design standards that follow in this document serve to unify the development through visual repetition of plant material, earthwork, boulder features, plant bed and lawn layout, and amenities.
- Unsightly Screening
 - Vehicular screening, as required by City Code, will be required along public Right of Way (R.O.W.). The use of planted berms is encouraged for visual interest and establishing the natural character previously mentioned. Shade trees planted along the R.O.W. will further enhance the visual experience. Parking lot trees may be counted toward this requirement. Ornamental trees listed within the recommended plant list may count toward the landscape buffer shade tree requirement, but not toward parking shade tree requirements. Where utilities or easements are present approval must be given by applicable authorities for ornamental trees, shrubs, berms, etc. placed within. In lieu of buffer shade trees additional shrubs or landscape elements beyond the minimal City requirements may be acceptable as a form of alternative equivalent compliance.
- Serene Views
 - Special consideration should be given to views from at the pedestrian level. Focal points such as limestone boulder outcrop features, and views framed with vertical elements are recommended intermittently.

Connectivity

- Pedestrian Circulation
 - Walkways, crosswalks, and pathways are to be located throughout the development to provide safe and convenient access to all necessary areas. Special attention should be given to providing safe pedestrian connections from parking areas to the building(s) with minimal vehicular encounters.
- Interconnectivity
 - Adjacent properties shall provide pedestrian connection points to each other. These connections should be logically located for the purpose of convenient pedestrian access throughout the P.U.D..

Human Experience

- Safety/Comfort
 - Above all safety is of primary importance. Property owners are encouraged to pay special attention to security concerns such as pedestrian visibility during night and day; car visibility at intersections and parking areas; pedestrian, bicycle, and vehicular conflicts; elevation drops greater than 30" height; sharp, pointy, or poisonous plant material near pedestrian areas; areas with standing water; poisonous or dangerous animals/insects; etc..
- Entertainment
 - Passive and active recreation areas are encouraged throughout the development. These can include but aren't limited to eating areas, open space, reading and conversation nooks, outdoor conference rooms, table game areas, active recreation space, trails, benches, pet areas, wildlife overlooks, etc..
- Function
 - The pedestrian experience should be geared toward the use of the site. The amenities should focus on complementing the needs of the patrons.



William S. Blair

HORIZONTAL WESTINGHOUSE INVESTORS TRACT EXHIBIT G- CONTENTS & GENERAL LANDSCAPE DESIGN STANDARDS

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Sheet No.	1 of 8
Project No.	1642-LP

No.	DATE	DESCRIPTION	BY
1	3/30/17	Initial Design	WB
2	3/30/17	Revised Design	WB
3	3/30/17	Final Design	WB
4	3/30/17	Final Design	WB
5	3/30/17	Final Design	WB
6	3/30/17	Final Design	WB
7	3/30/17	Final Design	WB
8	3/30/17	Final Design	WB
9	3/30/17	Final Design	WB
10	3/30/17	Final Design	WB

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PREPARED
FOR:

BOURN COMPANIES, LLC
20 E. CONGRESS, SUITE 300
TUCSON, AZ 85701

Native Very Low Water Plant List

Scientific name	Common Name
Trees, Shade	
Fraxinus texensis	Ash, Texas
Quercus laceyi	Oak, Lacey
Quercus macrocarpa	Oak, Burr
Quercus polymorpha	Oak, Monterey
Ulmus crassifolia	Elm, Cedar
Trees, Ornamental	
Cercis canadensis var. 'forest pansy'	Redbud, Forest Pansy
Cercis canadensis var. 'mexicana'	Redbud, Mexican
Cercis canadensis var. 'texensis'	Redbud, Texas
Chilopsis linearis	Desert Willow
Cordia boissieri	Olive, Mexican
Cupressus arizonica	Cypress, Arizona
Diospyros texana	Persimmon, Texas
Eysenhardtia texana	Kidneywood
Luecaena retusa	Goldenball Leadtree
Parkinsonia aculeata	Retama Palo Verde
Prosopis glandulosa	Honey Mesquite
Punica granatum	Pomegranate
Sophora secundiflora	Mountain Laurel, Texas
Styphnolobium affinis	Eve's Necklace
Shrubs/Perennials/Groundcovers	
Anisacanthus quadrifidus var. wrightii	Flame Acanthus
Artemisia 'Powis Castle'	Artemisia
Berberis trifoliata (Mahonia trifoliata)	Agarita
Bulbine frutescens (Bulbine caulescens)	Bulbine
Calylophus berlandieri	Calylophus (Square Bub Primrose)
Calylophus vialis	Horseherb
Chrysactinia mexicana	Damianita
Dalea frutescens	Dalea, Black
Elaeagnus pungens	Eleagnus
Forestiera pubescens	Elbow bush
Lantana urticoides	Lantana, Texas
Liatris lindheimeri	Gayfeather
Melampodium luecanthum	Daisy, Blackfoot
Mimosa borealis	Fragrant Mimosa
Salvia roemeriana	Sage, Cedar
Santolina chamaecyparissus	Santolina (Lavender Cotton)
Tetrandeum scaposa	Hymenoxys (Four Nerve Daisy)
Viguiera stenoloba	Skeletonleaf Goldeneye
Cacti/Succulents	
Agave americana	Agave, Century Plant (Blue)
Agave americana 'Marginata'	Agave, American Marginata
Agave americana 'Mediopicta'	Agave, American Mediopicta
Agave bracteosa	Agave, Squid (Spider)
Agave celesii	Agave, Celesii
Agave ferox	Agave, Ferox
Agave filifera	Agave, Filifera
Agave franzosinii	Agave, Franzosinii
Agave geminiflora	Agave, geminiflora
Agave havardiana	Agave, Harvard
Agave lophantha 'Center Stripe'	Agave, Center Stripe
Agave montana	Agave, Mountain
Agave multifilifera	Agave, Multifilifera
Agave murphyi	Agave, Murphyi
Agave ovatifolia 'Whale Tongue'	Agave, Whale Tongue
Agave parrasana	Agave, Giant Artichoke
Agave parryi	Agave, Parry's
Agave parryi v. neomexicana	Agave, Neomexicana
Agave parryi x parryi	Agave, Parryi x Parryi
Agave parryi truncata	Agave, Parryi Truncata
Agave schidigera 'Durango Delight'	Agave, Durango Delight
Agave salmiana x ferox	Agave, Salmiana x Ferox
Agave stricta	Agave, Stricta
Agave tequilana	Agave, Blue
Agave victoriae-reginae	Agave, Queen Victoria
Agave victoriae-reginae	Agave, Queen Victoria, Dwarf
Agave vilmoriniana	Agave, Octopus
Agave webberii	Agave, Webberii
Agave x manfreda	Macho Mocha
Carnegiea gigantea	Saguaro, Arizona
Dasyliirion Longissima	Sotol, Smooth leaf
Dasyliirion texana	Sotol, Texas Green
Dasyliirion wheeleri	Sotol, Wheelers Blue
Echinocereus fasciculatus	Cactus, Arizona Rainbow
Echinocactus grusonii	Cactus, Golden Barrel
Echinocactus texensis	Cactus, Horse Crippler
Echinocereus horizontalis	Cactus, Blue Barrel
Echinocereus triglochid	Cactus, Hedgehog, Strawberry
Echinocereus triglochidiatus	Cactus, Claret Cup

Euphorbia antisiphilitica	Candelilla
Ferocactus acanthodes	Cactus, Fire Barrel
Ferocactus wislizenii	Cactus, Fishhook Barrel
Fouquieria splendens	Ocotillo
Hesperaloe funifera	Yucca, Giant Red
Hesperaloe parviflora	Yucca, Red
Manfreda maculosa	Manfred
Opuntia engelmannii	Cactus, Engelmann's Prickly Pear
Opuntia ficus-Indica	Cactus, Indian Fig
Opuntia imbricata	Cactus, Cholla
Opuntia ligifolia	Cactus, Cow's Tongue
Opuntia microdasy	Cactus, Horse Blinder
Opuntia rufida	Cactus, Cinnamon Dot
Opuntia santa rita	Cactus, Santa Rita Prickly Pear
Opuntia sp.	Cactus, Bravertail Prickly Pear
Opuntia sp.	Cactus, Old Mexico Prickly Pear
Opuntia sp.	Cactus, Pinecone Prickly Pear
Opuntia sp.	Cactus, Spineless Prickly Pear
Trichocereus terscheckii	Saguaro, Argentine specimen
Yucca aloifolia	Yucca, Spanish Bayonet
Yucca constricta	Yucca, Buckley's
Yucca elata	Yucca, Soap tree
Yucca faxonia	Yucca, Giant White
Yucca filamentosa	Yucca, Adam's Needle
Yucca filifera	Yucca, Izote
Yucca filifera	Yucca, Izote Specimen
Yucca linearifolia	Yucca, Narrow Leaf
Yucca glorisa	Yucca, Glorisa
Yucca glorisa	Yucca, Glorisa Specimen
Yucca grandiflora	Yucca, Grandiflora Specimen
Yucca harrimaniae	Yucca, Harry Man
Yucca neomexicana	Yucca, Neomexicana
Yucca pallida	Yucca, Paleleaf (Blue Twist Leaf)
Yucca recurvifolia/pendula	Yucca, Softleaf
Yucca reverchonii	Yucca, Reverchonii (Softleaf)
Yucca rostrata	Yucca, Beaked
Yucca rupicola	Yucca, Green Twistleaf
Yucca schidigera	Yucca, Schidigera
Yucca schottii	Yucca, Hoary
Yucca thompsoniana	Yucca, Thompson
Yucca torreyi	Yucca, Torreyi
Yucca treculeana	Yucca, Spanish Dagger
Yucca whipplei	Yucca, Chaparral

Grasses	
Muhlenbergia dubia	Muhly, Pine
Nolina lindheimeriana	Nolina, Devils Shoestring
Nolina matensis	Nolina, Bear Grass Tree
Nolina nelsonii	Nolina, Blue
Nolina texana	Nolina, Texas Bear
Nolina texana	Basket Grass (Sacahuista)
Bouteloua curtipendula	Side Oats Grama
Schizachyrium scoparium	Little Bluestem
Sorghastrum nutans	Yellow Indian Grass
Eragrostis spectabilis	Purple Love Grass
Setaria scheelei	Southwest Bristlegrass
Nassella tenuissima	Mexican Feather Grass
Bouteloua dactyloides	Buffalograss
Bouteloua eriopoda	Black grama
Setaria texana	Texas bristlegrass
Achnatherum coronatum	Giant rice grass
Andropogon ternarius	Splitbeard bluestem
Aristida purpurea	Purple threeawn
Bothriochloa laguroides ssp. torreyana	Silver Beard Grass



Native Low to Medium Water Plant List

<u>Scientific name</u>	<u>Common Name</u>
Trees, Shade	
Carya illinoensis	Pecan
Platanus mexicana	Sycamore, Mexican
Quercus fusiformis	Oak, Escarpment Live
Quercus muhlenbergii	Oak, Chinquapin
Quercus texana	Oak, Texas Red
Quercus shumardii	Oak, Shumard Red
Quercus virginiana	Oak, Live (Southern)
Taxodium distichum	Cypress, Bald
Taxodium mucronatum	Cypress, Montezuma
Trees, Ornamental	
Bauhinia lunariodes	Anacacho Orchid Tree
Ilex cornuta 'Nellie R. Stevens'	Holly, Nellie R. Stevens
Ilex decidua	Holly, Possumhaw
Ilex vomitoria	Holly, Yaupon
Lagerstroemia indica	Crape Myrtle
Morella cerifera	Wax Myrtle
Prunus caroliniana	Cherry Laurel
Rhus virens	Sumac, Evergreen
Unquadia speciosa	Buckeye, Mexican
Shrubs/Perennials/Groundcovers	
Achillea spp.	Yarrow
Ageratina havanensis	Mistflower, White
Aspidistra elatior	Cast Iron Plant
Buddleja marrubifolia	Butterfly Bush, Wooly
Caesalpinia pulcherrima	Pride of Barbados
Cassia corymbosa	Senna, Flowering
Coreopsis lanceolata	Coreopsis
Cotoneaster spp.	Cotoneaster
Dietes bicolor	Iris, Bicolor
Feijoa sellowiana	Pineapple Guava
Galphimia glauca	Thryallis, Golden Showers
Gaura lindheimeri	Gaura
Ilex cornuta 'Burfordii'	Holly, Dwarf Burford
Ilex vomitoria 'Nana'	Holly, Dwarf Yaupon
Justicia spicigera	Honeysuckle, Mexican
Leucophyllum frutescens	Sage, Texas
Pavonia lasiopetala	Rock Rose
Penstemon baccharifolius	Penstemon, Rock
Plumbago auriculata	Plumbago
Poliomntha longiflora	Oregano, Mexican
Rhus aromatica	Sumac, Fragrant
Rosmarinus officinalis	Rosemary, Upright
Sabal minor	Palmetto, Texas Dwarf
Salvia greggii	Sage, Cherry
Salvia leucantha	Sage, Mexican Bush
Salvia penstemonoides	Sage, Penstemon, Big Red Sage
Scutellaria suffrutescens	Skullcap, Pink
Tagetes lemmonii	Daisy, Copper Canyon
Tecoma stans	Esperanza/Yellow Bells
Teucrium fruticans	Germander, Bush
Tulbaghia violacea	Society Garlic
Viburnum suspensum	Viburnum, Sandankwa
Grasses	
Muhlenbergia capillaris	Muhly, Gulf
Muhlenbergia lindheimeri	Muhly, Big
Muhlenbergia rigens	Muhly, Deer
Groundcover	
Carex perdentata	Sedge, Meadow
Dichondra argentea	Silver Ponyfoot
Liriope muscari	Liriope
Myoporum parvifolium	Myoporum
Ophiopogon japonicus	Monkey Grass (Mondo Grass)
Origanum vulgare	Oregano
Rosmarinus officinalis var. prostratus	Rosemary, Trailing
Turf Grass	
Cynodon dactylon	Bermuda: 'Tif 419', 'Sahara', 'Discovery'
Bouteloua dactyloides	Buffalo: '609', 'Stampede'
Zoysia matrella, japonica, and tenuifolia	Zoysia: Z. japonica, 'Zeion', 'El Toro', 'JaMur', 'Palisades'
	Narrow Leaf: Z. matrella, 'Emerald', 'Zorro'

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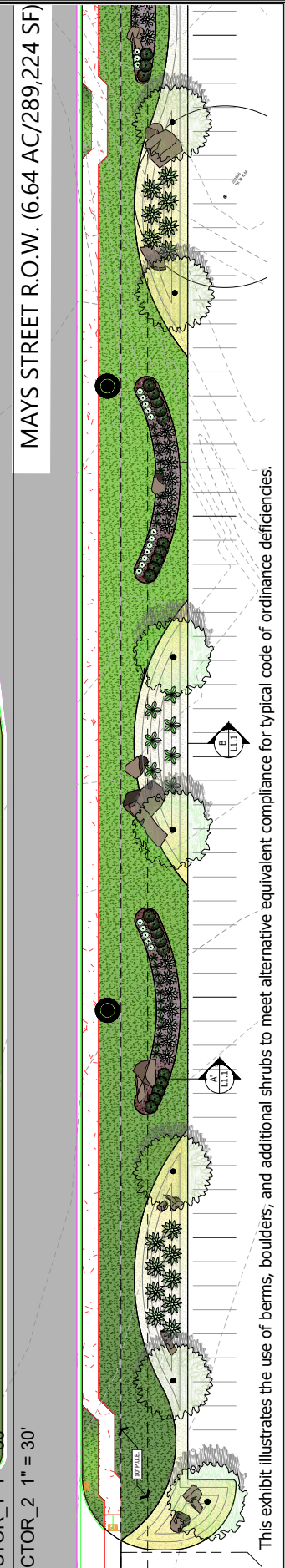
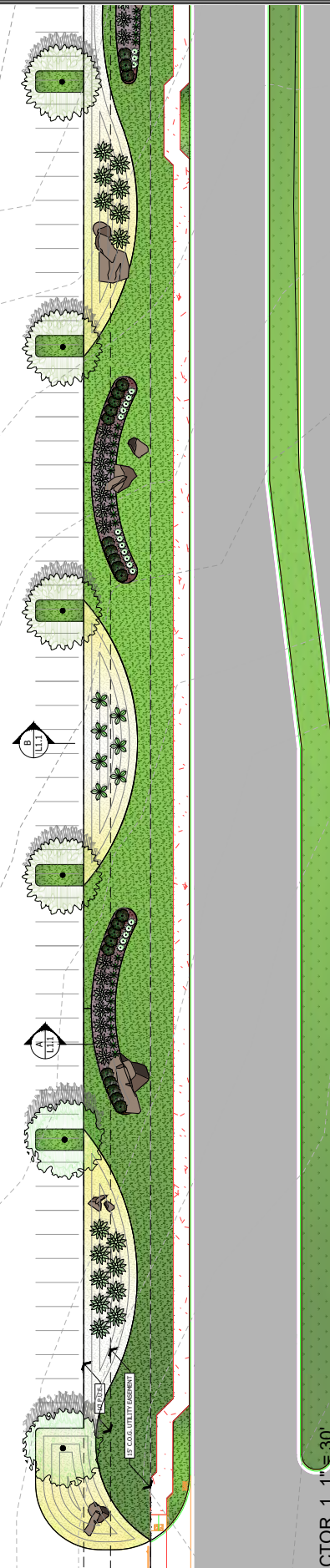
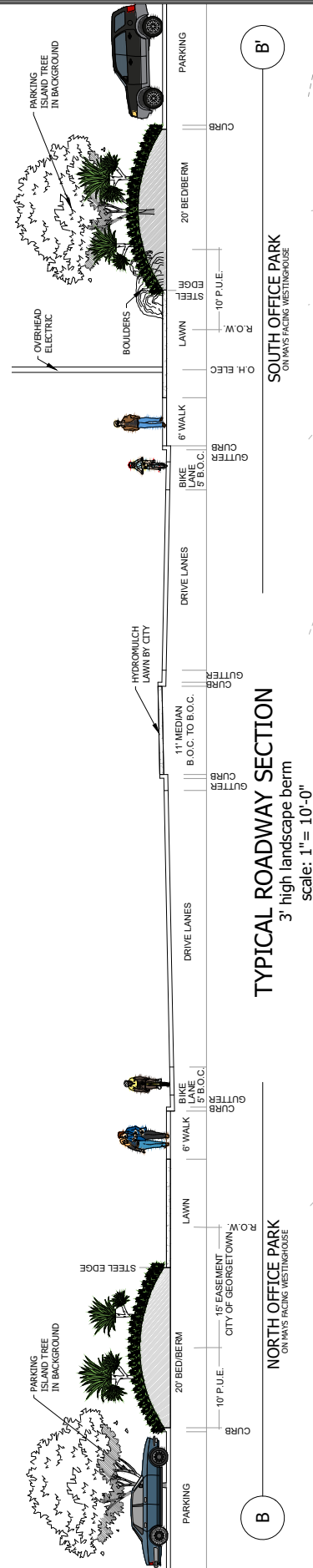
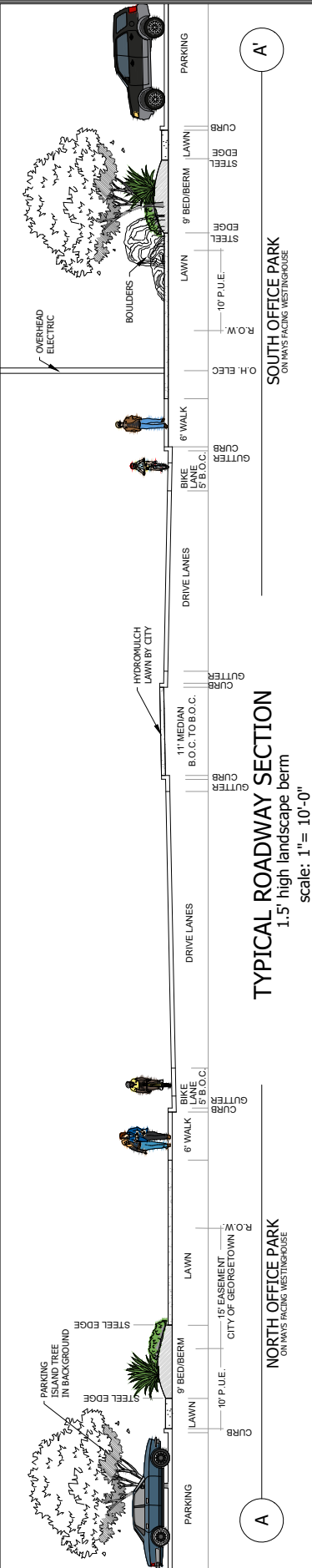
**Horizontal Westinghouse
Investors Tract
P.U.D. Standards**

N Mays & Westinghouse, Georgetown, TX

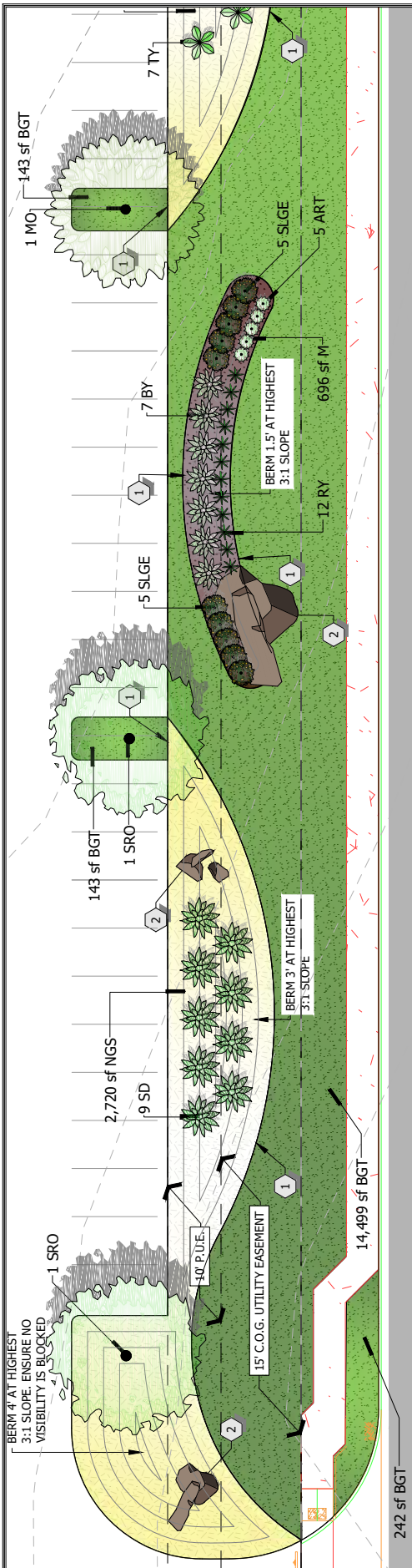
**EXHIBIT G-
Plant Material List
Low to Medium Water**

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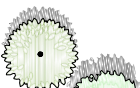








3 OF 8





This exhibit illustrates the use of berms, boulders, and additional shrubs to meet alternative equivalent compliance for typical code of ordinance deficiencies.



PLANT SCHEDULE

PLANT SCHEDULE					This is a sample planting plan	
TREES	CODE	COMMON NAME	BOTANICAL NAME	SOD/SEED	CODE	COMMON NAME
	MO	Monterey Oak	Quercus polymorpha `Monterey`		BGT	Bermuda Grass, `Tif 419`, Sod Provide 6" of additional topsoil. Top of lawn 1" below top of adjacent concrete/hardscape. Roll sod to flatten. Spray irrigation. Obtain proper approvals/agreements for irrigation within R.O.W..
	SRO	Shumard Red Oak	Quercus shumardii			
SHRUBS	CODE	COMMON NAME	BOTANICAL NAME			
	ART	Powis Castle Artemisia	Artemisia x `Powis Castle`		HL	Hydromulch Lawn Hydromulch Lawn to be specified and installed by the City.
	BY	Beaked Yucca, `Blue Velvet`	Yucca rostrata `Blue Velvet`			Cynodon dactylon
	RY	Red Yucca	Hesperaloe parviflora		NGS	Native Grass Seed Bushy Bluestem, Big Bluestem, Prairie Wildrye, & Eastern Gamagrass (equal quantities of each). Provide 2" additional topsoil. Quantities and per seed distributor recommendation. Available at seedsource.com.
	SD	Spanish Dagger 2` tall trunk	Yucca treculeana			Native Grass Seed Mix
	SLGE	Skeletoleaf Goldeneye	Viguiera stenoloba			

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
	Steel edge, 3/16" x 4" landscape edging as manufactured by Ryerson, or equal, dark green and furnished with steel stakes. Install edging in smooth curves free of kinks. Final height of edging to be 1" above height of soil mat of sod.
	Limestone Boulders, relocate existing on site. Lean smaller boulders onto larger boulders.

This exhibit illustrates the use of berms, boulders, and additional shrubs to meet alternative equivalent compliance for typical code of ordinance deficiencies.



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**Horizontal Westinghouse
Investors Tract
P.U.D. Standards**

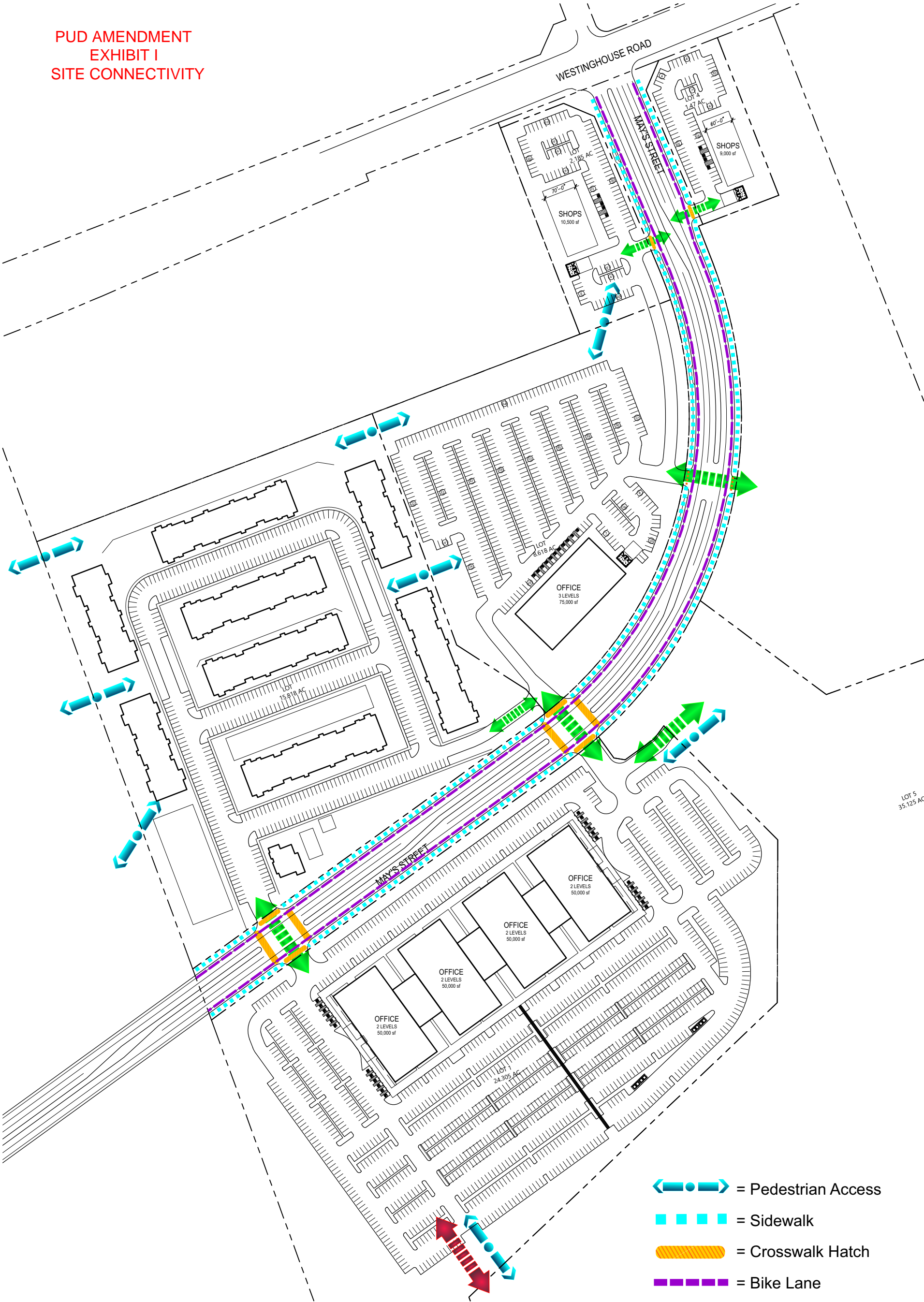
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N Mays & Westinghouse, Georgetown, TX

EXHIBIT H-
**Parking Lot Screening
& Streetscape
-Conceptual Renderings**

L1.5

6 OF 8

PUD AMENDMENT
EXHIBIT I
SITE CONNECTIVITY



- = Pedestrian Access
- = Sidewalk
- = Crosswalk Hatch
- = Bike Lane
- = Vehicular Entry Points
- = Emergency Vehicle Access

1 SITE PLAN
SCALE: N.T.S.

BOURN COMPANIES

20 E. Congress St., Suite 300
Tucson, AZ 85701
Main (520) 323-1005 Fax (520) 323-5630

This depiction is a general schematic plan of improvements which are currently contemplated only and expressly is not a representation regarding the actual size, configuration, location or number of depicted features which have been constructed or will be constructed. This depiction is subject to change from time-to-time and is also subject to the approval of all governmental agencies and authorities having jurisdiction thereover. This depiction may be used solely for the purposes specifically represented therein.

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WESTINGHOUSE
GEORGETOWN, TX

City of Georgetown, Texas
City Council Regular Meeting
May 12, 2020

SUBJECT:

Second Reading of an Ordinance for a **UDC Text Amendment** to **amend Sections 3.08.100, 3.09.030 and 3.17.030, and Chapter 16** of the **Unified Development Code (UDC)**, to require a **letter of service ability** for any **electric utility provider prior to final approval** of subdivision related **development applications** and to establish a definition for a letter of service ability -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Background:

Within the City of Georgetown city limits and extraterritorial jurisdiction (ETJ) there are multiple electric utility providers that provide service to new and existing development. In an effort to ensure both utility service to the development site, and design and construction consistency with the Unified Development Code (UDC) requirements, the proposed UDC amendment would require a utility service availability letter to be submitted to the City prior to approval of a subdivision construction, site development plan and storm water permit.

Criteria for Approval and Staff Analysis:

In accordance with UDC Section 3.05.050, the Planning and Zoning Commission and City Council must determine that the proposed text amendment:

1. Promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City.

Findings: Complies

The proposed amendment promotes the health, safety and general welfare of the City, as well as the safe orderly, and healthful development of the City by consistently requiring a letter demonstrating electric serviceability and requiring assurance and awareness of UDC requirements for design.

2. Is consistent with the Comprehensive Plan.

Findings: Complies

The proposed amendment supports Land Use Policy LU.12, which supports prioritization of public safety services and infrastructure to ensure that Georgetown continues to be a safe, welcoming community that serves all residents. This policy prioritizes the evaluation of public safety services and infrastructure levels when considering requests for growth and density.

3. Is necessary to address conditions that have changed in the City.

Findings: Complies

As our community grows it is important to ensure all developments are meeting the requirements of the UDC consistently. While consistency with the requirements of the UDC are easily monitored in areas where the City is the utility service provider, the proposed amendment will ensure that same consistency in areas where new development is located in the Pedernales Electric Cooperative (PEC) or Oncor service areas.

4. Would positively or negatively impact the environment or community.

Findings: Complies

The proposed text amendment would positively impact the environment and community by ensuring consistency with the UDC requirements as part of the construction and site plan review.

5. Is in conformance with other applicable Sections of the City Code.

Findings: Complies

The proposed amendment is in conformance with the UDC. Electric utility standards are outlined in UDC Section 13.06, Electric and Communication Standard.

Based on these findings, staff finds that the proposed UDC Text Amendment meets the criteria outlined in UDC Section 3.05.050 for a text amendment.

Planning and Zoning Commission Recommendation:

On April 21, 2020 the Planning and Zoning Commission recommended approval of the UDC text amendment.

FINANCIAL IMPACT:

n/a

SUBMITTED BY:

Sofia Nelson, Planning Director

ATTACHMENTS:

ordinance

Exhibit A Draft Amendments Chapter 3

Exhibit B Draft Amendments Chapter 16

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTIONS 3.08.100, 3.09.030 AND 3.17.030, AND CHAPTER 16 OF THE UNIFIED DEVELOPMENT CODE (UDC), TO REQUIRE A LETTER OF SERVICE ABILITY PRIOR TO FINAL APPROVAL OF SUBDIVISION RELATED DEVELOPMENT APPLICATIONS AND TO ESTABLISH A DEFINITION FOR A LETTER OF SERVICE ABILITY; 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 via Resolution 032420-P on March 24, 2020, designated the amendment to the UDC relative to requiring a Utility Services Availability Letter an emergency amendment in accordance with UDC Section 3.05.030; and

WHEREAS, by City Council declaring this amendment an emergency amendment, it will be processed as an executive amendment that is not reviewed by the UDC Advisory Committee; and

WHEREAS, the Planning and Zoning Commission conducted a Public Hearing on the proposed amendment at their April 21, 2020 regular scheduled meeting, and recommended approval of the amendment to the City Council.

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

SECTION 1: The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly

ORDINANCE NO. _____
DESCRIPTION: UTILITY AVAILABILITY LETTER
DATE APPROVED: MAY 12, 2020

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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 and Chapter 16, of the UDC are hereby amended as described in **EXHIBIT "A" and "B"**.

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

SECTION 4: If any provision of this Ordinance, or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

SECTION 5: The Mayor is hereby authorized to sign this Ordinance and the City Secretary to attest. This Ordinance shall become effective in accordance with the provisions of State Law and the City Charter of the City of Georgetown.

APPROVED on First Reading this 28th day of April, 2020.

APPROVED AND ADOPTED on Second Reading this 12th day of May, 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: UTILITY AVAILABILITY LETTER
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Chapter 3 - APPLICATIONS AND PERMITS

SECTION 3.08. - SUBDIVISION OF LAND

Sec. 3.08.100. - Construction Plans.

D. Approval Criteria.

The purpose of the Development Engineer's review is to ensure conformance to City policies and standards. However, the Development Engineer's review is limited to facts as presented on submitted plans.

4. Construction Plans shall not be approved until an Electric Utility Services Availability Letter, as defined in this Code, has been submitted to the City.

SECTION 3.09. - SITE DEVELOPMENT PLAN

Sec. 3.09.030. - Criteria for Approval.

A Site Development Plan shall be approved if it is in compliance with the following criteria:

K. An Electric Utility Services Availability Letter, as defined in this Code, has been submitted to the City.

SECTION 3.17. - STORMWATER PERMIT

Sec. 3.17.030. - Criteria for Approval.

E. A Stormwater Permit shall not be issued until an Electric Utility Services Availability Letter, as defined in this Code, has been submitted to the City.

Chapter 16 - DEFINITIONS

SECTION 16.01. - GENERAL

SECTION 16.02. - DEFINITIONS

The following definitions describe terms found in this Code.

Edwards Aquifer. Aquifer formation in Central Texas consisting of a Recharge Zone, Contributing Zone, and Transition Zone, all of which are often preceded in name by "Edwards Aquifer". The boundaries of the Edwards Aquifer and its divisions are determined by the Texas Commission on Environmental Quality (TCEQ). If not specifically singled out by individual zone, "Edwards Aquifer" shall be determined to encompass all three zones collectively. Also see "Aquifer".

Electric Utility Services Availability Letter. A letter issued by the appropriate electric distribution utility certifying the following: 1) availability of electric utility service and electric distribution infrastructure to a property; and 2) conformance to the requirements for design and construction of electric utilities of this Code.

Electrical Engineer. The person designated by the City's electric utility to make decisions regarding placement, design, procedures, and other authorized determinations regarding electrical public improvements.
