

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

The Georgetown City Council will meet on July 14, 2020 at 6:00 PM at Teleconference

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.

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join:

[https://georgetowntx.zoom.us/j/99335091756?](https://georgetowntx.zoom.us/j/99335091756?pwd=RkwrVmZyYnlISzZyNkExL1dRTUErdz09)

[pwd=RkwrVmZyYnlISzZyNkExL1dRTUErdz09](https://georgetowntx.zoom.us/j/99335091756?pwd=RkwrVmZyYnlISzZyNkExL1dRTUErdz09)

Password: 668390

Or join by phone toll free:

(833)548-0276 or (833)548-0282 or (877)853-5257 or (888)475-4499

Webinar ID: 993 3509 1756

Password: 668390

Citizen comments are accepted in three different formats:

- **Submit the following form by 5:45 p.m. on the date of the meeting and the City Secretary will read your comments into the recording during the item that is being discussed – <https://records.georgetown.org/Forms/AddressCouncil>**
- **You may log onto the meeting, at the link above, and “raise your hand” during the item. If you are unsure if your device has a microphone please use your home or mobile phone to dial the toll free number. To Join a Zoom Meeting, click on the link and join as an attendee. You will be asked to enter your name and email address – this is so we can identify you when you are called upon. At the bottom of the webpage of the Zoom Meeting, there is an option to Raise your Hand. To speak on an item, simply click on that Raise Your Hand option once the item you wish to speak on has opened. When you are called upon by the Mayor, your device will be remotely un-muted by the Administrator and you may speak for three minutes. Please state**

your name clearly upon being allowed to speak. When your time is over, your device will be muted again.

- **As another option, we are opening a city conference room to allow public to “watch” the virtual meeting on a bigger screen, and to “raise your hand” to speak from that public device. This Viewing Room is located at City Hall, 808 Martin Luther King Jr. Street, Community Room. Social Distancing will be strictly enforced. Face masks are required and will be provided onsite.**

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.

If you have questions or need assistance, please contact the City Secretary’s office at cs@georgetown.org or at 512-930-3651.

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

City Council Regional Board Reports

Announcements

Action from Executive Session

Statutory Consent Agenda

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

- B Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on Tuesday, June 23, 2020 -- Robyn Densmore, City Secretary
- C Consideration and possible action to approve the **membership** of a **Bond Citizen Committee** to determine a **potential Mobility Bond package** targeting the **May 2021 election date** -- Bridget Hinze Weber, Assistant to the City Manager
- D Consideration and possible action to approve a purchase with **Stonhard**, a division of StonCor Group, for **floor coverings, supplies, and services** at the Georgetown **Animal Shelter** utilizing The Interlocal Purchasing System (**TIPS**) **RFP 171103** in the amount of **\$81,961.00** -- Jackson Daly, Community Services Director

- E Consideration and possible action to approve a **Task Order** for **Professional Services** with **Lone Star Appraisals and Realty, Inc.** in the amount of **\$83,000.00** for the **Berry Creek Interceptor Project, Phases 1-3** -- Travis Baird, Real Estate Services Manager
- F Consideration and possible action to approve a Resolution **abandoning a 10' wide public utility easement** across Lot 1, Block 1, Re-subdivision of East 1/2 of Block 37 of the Snyder addition; and, authorizing the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager
- G Consideration and possible action to approve a **Memorandum of Understanding** with the **Texas Department of Transportation (TxDOT)** for the **maintenance and operation** of a **traffic signal** at the **intersection of Leander Road and Southwest Bypass** -- Ray Miller, Director of Public Works
- H Consideration and possible action to approve a **Memorandum of Understanding** with the **Texas Department of Transportation (TxDOT)** for the **mowing and maintenance** of **certain rights of way along IH-35** within the City Limits of Georgetown -- Ray Miller, Director of Public Works
- I Consideration and possible action to approve a **Task Order SBE-20-001** with **Steger-Bizzell Engineering, Inc.** for **engineering and design** of **Drainage Improvements** at **various locations** within the City of Georgetown in the amount of **\$109,558.00** -- Ray Miller, Director of Public Works
- J Consideration and possible action to approve **lease rate reduction**, on a **T-Hangar**, for the **Apollo Composite Squadron** of the **Civil Air Patrol**, a United States Air Force Auxiliary -- Joseph A. Carney, C.M., Airport Manager and Ray Miller, Director of Public Works
- K Consideration and possible action to execute a **Memorandum of Understanding** between the City of Georgetown, the **City of Round Rock**, and the **Brazos River Authority** for a **Water Resource Evaluation Project** for **Williamson County** -- Glenn W. Dishong, Director of Water Utilities

Legislative Regular Agenda

- L **Public Hearing** and possible action on a **proposed determination of no feasible or prudent alternative** to the use of a **portion of public parkland**, being a portion of **San Gabriel Park** located along the **southside of FM 971 between Riverhaven and Austin Ave.** for the **relocation** of an **existing water line** -- Travis Baird, Real Estate Services Manager
- M **First reading** of an Ordinance **amending Section 12.20.050** of the Code of Ordinances entitled **"Prohibited Practices"** relating to the prohibition of **consumption of alcoholic beverages in certain City Parks** -- Kimberly Garrett, Parks and Recreation Director
- N **Forwarded from General Government & Finance Advisory (G GAF):**
Consideration and possible action to award **JP Morgan Chase Bank** as the City's **depository bank** for a **one year and eight month term beginning September 1, 2020 to April 30, 2022** with no options for renewals and to authorize staff to negotiate a depository services contract with JP Morgan to bring back to Council for approval -- Elaine Wilson, Controller
- O Consideration and possible action to approve a **Municipal Services Agreement** with **The Annunciation Maternity Home, Inc.** and **Shell 105 Joint Venture**, for the provision of municipal services to an approximately **0.763 acre** tract of land out of the William Roberts Survey, Abstract No. 524 and a **0.109 acre** portion of Shell Road, a right-of-way of varying width of record described to Williamson County, Texas, generally located at **3700 Shell Road** -- Sofia Nelson, CNU-A, Planning Director
- P Consideration and possible action to approve a Resolution of **no objection** and **two times the state average per capita acknowledgement** for **KCG Development, LLC**, to apply for **Housing Tax Credits** for the construction of **206 units** of **affordable housing** for **families** to be known as **Espero Landing** located at **Sam Houston Ave. and Bell Gin Rd.** -- Susan Watkins, AICP, Housing Coordinator
- Q Consideration and possible action to approve a Resolution of **no objection** and **two times the state average per capita acknowledgement** for **KCG Development, LLC**, to apply for

Housing Tax Credits for the construction of **144 affordable** and **market rate units** for **seniors** to be known as **Asperanza Heights** located at **Sam Houston Ave.** and **Bell Gin Rd.** -- Susan Watkins, AICP, Housing Coordinator

- R Consideration and possible action to approve a Resolution implementing the **Unified Development Code (UDC) General Amendments List for 2020** -- Sofia Nelson, 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.

- S 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.

- T **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
 - PEC Franchise
 - Net Metering
- Sec. 551.086: Certain Public Power Utilities: Competitive Matters**
- Purchase Power Update

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
July 14, 2020

SUBJECT:

Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on Tuesday, June 23, 2020 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Robyn Densmore, City Secretary

ATTACHMENTS:

CC Workshop Minutes 06.23.2020

CC Reg Minutes 06.23.2020

**Notice of Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, June 23, 2020**

The Georgetown City Council will meet on Tuesday, June 23, 2020 at 3:00 PM at the Council Chambers, at 510 West 9th Street, Georgetown, TX 78626.

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Mayor Ross called the meeting to order at 3:00 p.m. The following Council Members were in attendance: Mayor Dale Ross; Mary Calixtro, Council Member District 1; 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. Council District 2 is vacant. All Council Members present via videoconferencing and a roll call was performed.

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

- A. Presentation and discussion regarding a request for 1) a Resolution of no objection and 2) a Resolution acknowledging that Georgetown has more than two times the average per capita amount of Housing Tax Credit units for KCG Development to apply for Housing Tax Credits for the construction of 206 units of affordable housing for families to be known as Espero Landing, and 144 affordable and market rate units for seniors to be known as Asperanza Heights, located at Sam Houston Ave. and Bell Gin Rd. -- Susan Watkins, AICP, Housing Coordinator

Watkins presented the item and explained the Low-Income Housing Tax Credit Programs that are administered by the Texas Department of Housing & Community Affairs (TDHCA) and reviewed the 2020 Qualified Allocation Plan (QAP). She noted that the 4% Housing Tax Credits (HTC) are non-competitive, must use tax-exempt bonds, developer can apply all year, they cover approximately 30% of development cost, and generally serves 60% area median income (AMI) population but can serve 30-80% AMI. Watkins explained that the 9% Housing Tax Credits (HTC) are competitive, have limited allocation, have a March 1st application deadline, are awarded in July, can cover roughly 70% of development cost, and serves 30%-80% AMI population. She explained the HTC Resolution Request Process which Council updated in 2016 and includes: application form; zoning verification or rezoning application number; staff approved Public Outreach Plan; draft resolutions (Two-times and Support); and a Letter of Intent with detailed information. Watkins reviewed the public outreach required which includes two public meetings, outreach to residential neighborhoods within ½ mile of the site, letters, signage and ads. She then reviewed the LIHTC Inventory Map. Watkins reviewed existing project that are Live Oak, Merritt Heritage, and Kaia Pointe. She then

recapped the 2030 Plan Goals, Policies & Implementation Strategies which included the 2030 Plan – Housing Goal of ensuring access to diverse housing options and preserve existing neighborhoods, for residents of all ages, backgrounds and income levels. Watkins then noted that Policy H.5 which includes: supporting and increase rental choices for low-income and workforce households, unless the housing is substandard; supporting existing rental choices for low-income households and workforce households as identified in the housing inventory; increasing rental choices for workforce households through support of LIHTC development and providing incentives in development regulations, agreements and negotiated standards; and substandard housing is defined through coordination with Code Enforcement and Chief Building Official. She provided the following information:

Goals, Policies, and Action Items		Term	Cost	City Staff Lead
Goal 6: Ensure access to diverse housing options and preserve existing neighborhoods for residents of all ages, backgrounds and income levels.				
Policy H.5 Support and increase rental choices for low-income and workforce households unless the housing is substandard.				
	H.5.b. Support the Low-Income Housing Tax Credit (LIHTC) developments that meet the City's defined process.	OG	\$	Planning

Watkins reviewed the KCG Development Resolution Request with two resolutions needed per development: 1) Resolution of no objection and 2) Resolution acknowledging that Georgetown has more than two times the average per capita amount of Housing Tax Credit. She noted that the Resolution of No Objection is required by TDHCA QAP and allows Council the following options: approve so the applicant can submit application to TDHCA; or deny and the applicant cannot submit application to TDHCA. Watkins provided the Twice State Per Capita Calculation:

$$\text{HTC Units Per Capita} = \frac{\text{Sum of LIHTC Units}}{\text{TX Population Est.}} = \frac{266,524}{27,419,612} = .0097$$

$$\text{Twice State per capita} = .0097 * 2 = .0194$$

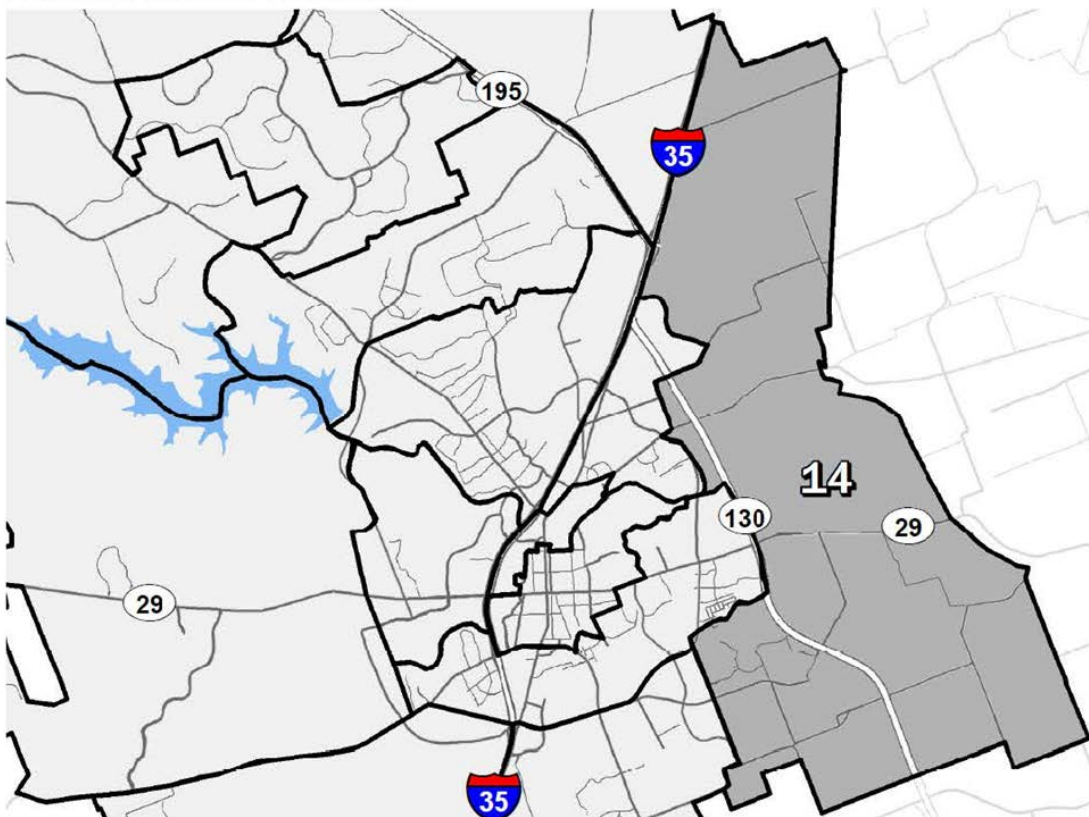
$$\text{City of Georgetown} = \frac{1,731}{63,062} = .027$$

Watkins noted the HTC Resolution Request Process Overview and the following steps: application was submitted (6 weeks prior to Housing Advisory Board (HAB) meeting) on May 4, 2020; the HAB review and recommendation on June 15, 2020; neighborhood meetings, two with one three weeks prior to Council action; City Council review and approval on June 23 and July 14, 2020; and Resolution of Support or No Objection for inclusion in application. She noted that the application requirements which have been received are: application from; zoning verification; public outreach plan; craft resolutions (two-times and support); and Letter of Intent with detailed information. Watkins provided a project summary which notes: 206 income restricted units for families in Espero Landing; 144 affordable and market rate units for seniors in Asperanza Heights; and tax exemption through nonprofit partnership with a Housing Finance Corporation. She the provided the Housing Subarea Profile:

Figure 132. Subarea 14 Housing Profile

Vacant Land Analysis		
Vacant acres		13,413
Vacant acres outside floodplain		11,913
Housing and Household Characteristics		
	Subarea	Planning Area
Multi-family (%)	2	17
Renters (%)	18	22
Median household income	\$72,385	\$81,219
Area median income (%)	84	94
Tenure - owner	10	9
Tenure - renter	2	3
Household size	2.85	2.47
Median lot size	1.00	0.23
Price per sq. ft.	\$143	\$146

Figure 133. Subarea 14 Boundaries



Watkins the provided the proposed housing mix provide by the applicant:

Espero Landing: Projected Rent & Unit Mix



Bedrooms	Bathrooms	Square Footage	Percent of Total Units	Count
1	1	800SF	35%	71
2	2	1,000 SF	50%	103
3	2	1,200 SF	15%	32
Total				206

Rent Limit	1 Bedroom	2 Bedroom	3 Bedroom	Percent of Units at Each AMI Level
30% of AMI	12 - \$484	6 - \$576	6 - \$656	11.65%
50% of AMI	22 - \$839	16 - \$999	12 - \$1,148	24.27%
60% of AMI	26 - \$1,016	58 - \$1,212	2 - \$1,394	41.75%
80% of AMI	11 - \$1,193	23 - \$1,425	12 - \$1,640	22.33%

Note: rents shown are "Net Rents", i.e. actual amount paid after Utility Allowance

Watkins reviewed the public outreach plan that includes: two public meetings that were virtual meetings with meeting #1 June 12th at 5:00 p.m. and meeting #2 July 10th at 5 p.m.; letters where KCG will contact residents in the ½ radius of the site via mail; signage with sign posted at site with meeting times and applicant contact information; and ads where KCG will engage the SaddleCreek HOA to have both meeting notices disseminated to residents via an Email Blast and via publication on the HOA Website. She stated that at Public Meeting #1, held on Friday, June 12, 2020 virtually via Zoom there were approximately 80 total participants in meeting including the developer and City staff. Watkins stated that at the Housing Advisory Board June 15, 2020 meeting held at the Georgetown Public Library 14 members of the public were present and four signed up to speak with public comment that included: residential developer communicated property would never be developed; tax exemption is not appropriate if homeowners are required to pay; and concern of proximity to affordable housing. She stated that two board members attended via the phone, with one member only in attendance for a portion of the meeting, and five board members attended in person. Watkins stated that the Board requested separate motions for each resolution type and the Board recommended Council approve two times acknowledgment resolutions and recommended to not approve the resolutions of no objection with questions regarding tax exemption and lack of information on possible non-profit partnership(s). She noted that the additional information on tax exemption included two types of non-profit partnerships that qualify for tax exemption: community non-profit for 50% tax exemption and governmental non-profit for 100% tax exemption. Watkins continued that it is typical for HTC projects to partner with non-profit. She then reviewed the following KCG's partnership with non-profit criteria, timeline for non-profit selection, and need for property tax exemption which notes: high cost of land is otherwise prohibitive of Workforce Housing development; rising costs for

construction in both labor and materials; uncertainty in financial markets due to COVID-19 have resulted in higher interest rates; tax credit developments for Workforce Housing generate less income than comparable conventional/market rate apartments; in exchange for providing much needed workforce housing in Georgetown, KCG would need the full (100%) property tax exemption of all taxable entities to be financially feasible; and this is a similar structure to many other LIHTC properties in Georgetown. Watkins reviewed the type of feedback requested from Council and asked: does Council need more information from developer or staff about this request before the June 14th City Council regular meeting; and given that more information has been provided by the applicant since the June HAB meeting, would Council like the HAB to review this item in advance of the July 14th meeting.

Gonzalez asked if the proposed LIHTC was approved, the units would pay no taxes to the City, but be allowed use and any existing amenities. David Morgan, City Manager, responded yes, that is correct. Gonzalez noted that there are already several multi-family units in that area of town.

Jonrowe asked if the people living in the proposed units would be exempt from paying sales tax. Watkins responded that the residents would pay sales tax. Jonrowe added that by paying sales tax citizens in these units would still be contributing to the tax base.

Pitts stated that he did not need additional information prior to the next Council meeting on July 14th and that he did not feel the Housing Advisory Board needs to meet again to discuss the project. He added that he does not support the project.

Fought stated that he did not need any additional information. He noted that by adding this project the City would have far more than average for low-income housing tax credit properties. Fought stated that the tax burden should be fairly distributed and adding this project would cause an undue burden. He emphasized that the City does its share for tax credit projects.

Triggs stated that he didn't need any additional information.

Calixtro asked if homes in the ETJ receive Fire and Police amenities. Morgan responded that homes in the ETJ fall into Emergency Services District (ESD) #8 and pay for those services. He added that residents in the ETJ don't receive Police assistance but are served by the County. Morgan noted that in the ETJ it is still possible to pay for City water depending on the location. Calixtro noted the need for workforce housing and that even if these projects were added the City would be behind in the needed number of workforce housing. She also noted the high cost of rent in the area and the addition of these projects would benefit the City. Calixtro then stated the need for businesses in this residential area and voiced support for the project.

Mayor Ross asked Watkins to review the population data that was provided on the item coversheet for Liberty Hill. Pitts noted that the City limits of Liberty Hill is very small, and

the numbers do not include the ETJ where many developments are located. Mayor Ross asked if the Liberty Hill does in fact have 21% workforce housing. Watkins responded yes, based on state data.

Jonrowe asked if staff could provide where Texas ranks for subsidized housing based on other states in time for the next Council meeting. She then asked about frozen property taxes and where the City currently stands. Morgan responded that staff will work to get that information to Council.

Karen Frost, Assistant City Secretary, read public comments that were submitted via email in the following order (comments appear exactly as submitted):

Kellen Hall - I am against the Proposed future KCG developments Espero Landing and Asperanza Heights located at Sam Houston Ave and Bell Gin Rd.

Gabriella Banks - We were excited as we purchased our first starter home here in the saddle creek neighborhood. We are also angry and saddened at the thought of our first investment can be totally destroyed by the KCG proposal of the affordable housing apartments. We had no knowledge that “affordable housing” could be built right outside our door steps. If we would have known we would have never purchased here in Georgetown. Approving the KCG development has no pros to the home owners of saddle creek and only presents it’s self with cons for example: property value decreases and crime increases.

I object to the KCG proposal of affordable housing.

Reverend Lou Snead - As the Chair of the Housing Advisory Board, I am expressing support for the housing tax credit resolutions that will allow the KCG Development to build workforce and senior housing projects at Espero Landing and Asperanza. My support for these two projects is based on my research regarding the last three Low Income Housing Tax Credit projects that have been built in Georgetown. In speaking with the managers of the Kia Pointe, Merritt Heritage, and Live Oak developments, I learned that all of below-market apartments in these housing tax credit projects were filled within just a few months from their opening and remain in high demand with waiting lists. I also learned that these units are currently occupied by health care workers, school teachers, and retail workers that our community depends on having as employees in our institutions and for low-income seniors as well. This recent research demonstrates that there is still a high level of demand for affordable housing options in Georgetown for both workers and lower-income seniors.

Neil Grobler - I would like to express my concern regarding the tax credit housing proposed by KCG Development. The master plan community of Saddle Creek has the potential to be a bright spot of growth for Georgetown on the East side of I-35. Homes in this area range from ~\$250K-\$400K. Many home owners made the decision to call this area r “forever home” & gave since made tremendous improvements to their properties. Being a native of a large metropolitan area, Houston, there is no reason for this affordable housing complex to be placed into a stand alone suburban master plan community that has absolutely no immediate

proximity to work opportunities. Transportation would be an additional logistical concern in order to provided tenants of the affordable housing with means to/from work. This proposal from KCG is ill placed, really for both parties - those who currently reside in Saddle Creek, & potential tenants of this affordable housing complex. I urge the council members to vote against this proposal with the best interest of the aforementioned parties & the City of Georgetown in mind. Thank you.

Christopher Hoy - I'm asking that you not approve the proposed KCG Development for a tax-credit complex adjacent to the Saddlecreek HOA community. By approving this apartment complex, you will negatively affecting an HOA community of more than 600 homeowners presently and over 1300 as the community fills in the near future. This proposal will decrease property values and the ability to resale homes in this community as well as new home sales. This complex will be directly outside my front door....approximately 50 feet away. We invested in our home here because of the country feel of the community and the advantages from being away from the city with an HOA community experience. If this is approved, myself and 27 other homes that share a property line with the proposed complex will loose everything we invested here for. We will never regain the equity in our homes. This proposed complex will bring more traffic to an already increasingly busy traffic issue caused by the growth of this community and the inability of the existing roads to handle the present community with the two schools within 1/2 mile of the community and another to open that is nearby. The roads surrounding are already backed up due to school traffic in the mornings and afternoons. I am in no way against reduced-rent housing for those that need it. I am against the proposed placement so close to this HOA community and the negative affects it will have on over 1300 homeowners that have invested in this Saddlecreek development. There is no commercial support nearby for this proposed community. No public transportation and no employment opportunities. We have multiple law enforcement officers in this community. Many of which have given their professional opinions from experience of an increase in crime with apartments in general, and specifically with Kaia Pointe apartments which is another complex developed by KCG. Please consider the negative effects this tax-credit complex will have on over 1300 homeowners and their investments in their homes. Thanks you for giving me the opportunity to voice my concerns, and thank you for listening. I know you will do what's right and fair for both sides of this issue. Thank you again for your time, Christopher Hoy, Saddlecreek Resident.

Mary Mindieta Bugg - Good afternoon,

First, thank you for the opportunity to allow all residents of Georgetown to be heard by providing different options.

My Husband and I moved to SaddleCreek in August 2018 when we built what we thought would be our "forever" home. We designed our home, picked our lot and imagined raising our family in the outskirts of beautiful Georgetown. We thought we were being very methodical on where we picked to live. Obviously we knew some development would be built around us and would grow some. But, when we received notification of KCG Development my heart sank. Now, I understand every family deserves housing opportunities and those with low income are no exception. But, please not in SaddleCreek area. Most of us

have invested a great deal in our homes and some of us have paid in the high \$300's. In my opinion and based on research this is not a good idea and I believe will lower the value of my home. Not only that but the likelihood of crime potentially could increase. Meaning these are apartments, people living there are not as invested as we homeowners.

I understand KCG has specific plans and specs on what these apartments would look like and make you believe how great this will be. But, this is not going to be the case. For example, I used to live in Pflugerville in the late 90's early 2000's and the area was nice and a respectable community. Then they went and allowed "low income" housing to be built on Heatherwilde. What happened? The area went down and crime increased. This is NOT what we need in SaddleCreek. They, KCG will tell you what you want to hear because they want the exemptions and credits. They will build and move forward to their next development with no care in the long term effect. We, homeowners would be stuck with either having to sell and lose money.

Thank you for your time and consideration.

Mary Bugg

Richard Glasco - Thank you Mayor and Council for this opportunity to address this workshop. I address the Council today in support of KGB's development of Espero Landing and Asperanza Heights. As you already know, these properties will provide 144 units of affordable housing for Seniors and 206 units for workforce families. I fully expect that the objections to this development won't center on the look of the buildings or the zoning that has been in place that will still allow apartment homes to be built there, whether KGB builds them or not.

No there will be left handed personal disgust, disguised as "we have x times more affordable homes than some other city", which translated just means there is a dislike for the people who might live there. somehow allowing good working people to live in decent housing that gives them a break on their rent somehow is a bad thing. Workers essential or not deserve our respect. Seniors living on fixed incomes even without a pandemic deserves our respect. Let's show our citizens that we are here to address the needs of All our citizens, regardless of what some other town is or is not doing for its citizens. We're Georgetown, a loving and caring community.

I respectfully ask that you make no objection to KGB's application.

Richard Glasco

President, Georgetown Housing Initiative

Julia Hoy - Council members,

I would like to ask your support in voting against the proposed Espero Landing apartment complex at the corner of Bell Gin & Sam Houston. This affordable housing complex sits inside the Southeast corner of the Saddle Creek neighborhood. My husband and I purchased our home in the neighborhood and moved in in February 2019. We purchased our home here because of the quiet, rural feel of the neighborhood.

When we purchased, we were told that the land where the proposed Espero Landing will sit was to be a light commercial area, containing a small strip shopping center. We recently found out that the zoning for that area had been changed to multi-family in 2015. We were deceived

by Pacesetter Homes in order to make a sale. Had we known this, we and most of our neighbors would never have purchased in this neighborhood. This proposed apartment complex sits directly across the street from my house, which is on Daisy Cutter Crossing. I am terribly afraid that the construction of the proposed complex will devalue our property, as we have neighbors who have already had three offers on their home fall through once the potential buyers learn of Espero Landing.

Saddle Creek residents take great pride in the appearance & upkeep of our homes and common areas. We are concerned that the proximity of Espero Landing will create an excessive amount of trash, traffic (both cars & foot-traffic), and the potential for crime. In speaking with law enforcement and doing research on my own, I have found that affordable, tax-credit assisted apartment complexes create increases in the amount of crime in the vicinity. This is of great concern not only to me, but to all of the residents of Saddle Creek. My final concern is the fact that KCG Development is asking for tax credits so no Williamson County property taxes would be paid. At the last board meeting, the representative from KCG stated that if this was not granted, they would be unable to afford to build the complex as they would not have the funds for the property/building cost AND property taxes. This is a disservice to the City of Georgetown and to Williamson County. This proposed complex will be increasing the number of residents who use city and county services, including the local schools with no increase in funding to those services. As homeowners, we are expected to be able to afford our building costs (mortgage) AND our property taxes. Why should KCG not be held to the same expectations? I appreciate your time and consideration in this matter.

Ashley Hawkes - We personally find that another affordable housing project isn't needed for Georgetown as there are already plenty of others. We also feel that this location doesn't make sense to build one even if another is needed. There are no shopping needs within walking distance or within 2 miles. There isn't public transportation offered. There isn't close access to a main freeway transit for commuters other than a toll road with a hefty cost. If I personally needed to live in such a place I would not choose this location due to the lack of functionality it would provide to help me.

We also feel that it is very wrong for the builder to be using a loop hole to "avoid paying taxes" to the community but have numerous residents using the parts of our community that our taxes pay for. The builder itself is not the one in need of a tax break and they should be required to add to our economy in that way. They told us that the residents that would reside potentially in these units would be essential employees whom themselves are paid salaries by our taxes yet they aren't willing to pay them. It's a walking contradiction.

We are also concerned with the light pollution, traffic increases, crime rates increased, our home values decreased, and the eventual decline in standards in the apartment complexes.

We feel that the developer is using the small portion of the units for seniors as an excuse to the city to show that they are going to be an acceptable complex to have there. If the units were 100% senior living that would be certainly plausible.

Thank you for your time, and consideration.

Katalin Norwood - I am OPPOSED to the projected development of affordable housing in the Saddlecreek subdivision. It has the potential to decrease our home value, increase crime, and increase traffic our streets are not designed to handle. We moved to Georgetown for the exceptional safety and hometown culture, this brings the exact opposite. If this development is suppose to bring so many "positives" why aren't the developers building this in their neighborhood to add diversity to Georgetown. Will these apartments require extensive background checks for all those that live in them, as many complexes do? In addition we have no city transportation that travels to this area of Georgetown. Lastly, we are already seeing houses go up for sale in neighborhood from the potential impact of this development.

Laura Higgins - To the members,

I am opposed to this development here in the Saddle Creek neighborhood. There are already several areas near us that offer rental options, Linea Stillwater is an example.

My concern is also regarding the overcrowding of the elementary and middle schools that is already happening and this would only compound the matter.

We do not have any city transportation near us, nor easy access to grocery stores. We currently still have limited delivery access as it is from dinning establishment. We already have 7 different home builders here in Saddle Creek. That is enough diversity for our neighborhood without additional builders coming in.

We have the single families homes, along with Twinhomes options available currently.

The traffic would increase dramatically and we currently already have limited access.

It has already had impact on the sales in our neighborhood.

Please reconsider and do not pass this request.

Thank you for your time.

The following comments were made during the meeting using the Zoom client:

Maria (Last Name not Recorded) – She stated that she had emailed her research to all the Council Members related to affordable housing and noted that affordable housing increases areas of low-income housing and decreases property values of market value home. She added that there is not enough accessibility in the area to support this development.

There were no addition comments from Council or the public.

B. Presentation and discussion on the proposed FY2021 Capital Improvement Plan for Transportation and Drainage -- Wesley Wright, PE, Systems Engineering Director

Wright presented the item and reviewed the 2021 Transportation and Drainage Capital Improvement Plan that includes improvements to the Airport, drainage, and streets. He stated that the FY2021 Airport improvements will total for a maintenance facility which was previously approved for FY2020 but paused due to Covid-19 and debt market issues. Wright added that there are several operational requests coming as part of normal base budget

including wildlife management, pavement maintenance, and hangar maintenance. He then reviewed the FY2021 Drainage improvements that will total \$1 million and include: curb and gutter repairs of removal and replacement of damaged curbs totaling \$500,000; stormwater inventory of operational and maintenance items totaling \$200,000; and drainage improvements to low water crossings totaling \$300,000. Wright explained the street maintenance improvements that will total \$3.5 million and include: Hot-In-Place Recycling (HIPR) done by Culter which is sales tax revenue dependent and consist of new pavement mixed with existing pavement; River Bend, Park Meadow, Lakeway, Western Trail, Wagon Wheel, Lonesome Trail, Springs Trail, Primrose Trail, Hollow Trail, Broken Spoke Trail, Whisper Oaks and Downtown from Scenic to Austin Avenue and 6th to 10th Streets; and high performance pavement seal (HPPS) which is sales tax revenue dependent and consists of curb to curb crack sealing and will be located in portions of Sun City, Quail Valley, High Tech, Old FM 1460, portions of Berry Creek and Lakeside Ranch. He also provided maps of all the areas that will be improved. Wright noted that looking forward there will be street maintenance with a PCI update likely in 2022 and staff will continue HIPR and HPPS as sales tax revenue allows. He noted that Road Bond Programs are still in effect and staff is finishing the 2008 Bond project on FM971; finishing the 2015 Bond Project on DB Wood, sidewalks, and intersections; May 2021 Election for another road bond with a committee forthcoming at the July 14th Council meeting; and the Impact Fee Committee will be restarting in August. Wright reviewed the 2015 Road Bond and noted the following progress: Southwest Bypass is complete; Rivery Blvd is complete; NW Blvd Bridge should be completed in early 2021; Leander Road is under design and being paid with CAMPO funds; Southwestern is under design and still in need of certain right-of-way; Inner Loop has completed design and bidding will take place in July; intersections will be ongoing on an annual basis; and sidewalks will be ongoing on an annual basis. He explained the 2015 Road Bond remaining projects stating: Southwest Bypass, from Wolf Ranch Parkway to SH29 connection for \$0.7 million design is under design with a potential partnership with Williamson County; Williams Drive and Lakeway Intersection totaling \$1.4 million is under design; Leander Road from River Ridge to Southwest Bypass totaling \$5.2 million out of the 2015 Road Bond is under design, acquiring right-of-way, and will consist of CAMPO and TxDOT construction; Southwestern Blvd from Raintree to Inner Loop totaling \$4.2 million out of the 2015 Road Bond is under design and acquiring right-of-way; Inner Loop from Austin to 1460 totaling \$1.2 million out of the 2015 Road Bond will have bidding in July 2020 and be GTEC Funded for \$7.2 million; and future design and construction for FY2021 and beyond including DB Wood from SH29 to Oak Ridge totaling \$18.4 million in approximately FY2021-2022 and remainder Priority 1 Sidewalks in Downtown and along SH29 totaling \$3.7 million in approximately FY2021-2024. Wright then reviewed the 2015 Road Bond remaining projects that are not currently budgeted consisting of: future design only totaling \$14.4 million for Stadium Dr. and NE Inner Loop (\$2.1 million), SH29 for Haven Lane to SH130 (\$4.1 million), remainder of intersection improvements (\$3.7 million), and remainder future projects (\$4.5 million) including Williams, Shell, Inner Loop, DB Wood, IH35 south bound Frontage; TxDOT Projects totaling \$11.6 million for TxDOT funded going forward, IH35 north bound Frontage Road totaling \$7 million; and Leander Road Bridge Design totaling \$4.6 million. He noted the FY2021 Street CIP totaling \$6.8 million and including: intersection improvements with signals, turn lanes,

etc. at locations to be determined for \$1.8 million; sidewalks as a continuation of Priority 1 ADA Master Plan in Downtown totaling \$1 million; and DB Wood from SH29 to Oak Ridge for design in FY2021 totaling \$4 million and construction in FY22 totaling \$14.4 million. Wright reviewed the FY2021 GTEC project totaling \$8.5 million for Aviation Drive from Airport Road to IH35 Service Road for 4 or 5 lanes as part of Economic Development with water system enhancements proposed.

Fought asked when the next Road Bond was scheduled. Morgan responded that staff could work with Council, but the current plan was for May 2021. He added the current timeline would allow for either a November or May election.

Pitts asked about the need for HPSS in Lakeside Ranch since it is a new development. Wright responded that the proposed maintenance is to extend the life of the current pavement. Pitts asked if the seal was different from repaving. Wright responded yes, the seal is very cost effective.

Jonrowe, Gonzalez, Calixtro and Triggs has no questions.

C. Presentation and discussion regarding the proposed FY2021 Capital Improvement Plan for Facilities -- Eric Johnson, Facilities Director

Johnson presented the item and noted that the 2021 Capital Improvement Plan for facilities includes improvements in Downtown, land acquisition, facilities for FY 2021, and a 5-year plan. He stated that in the Downtown area there is a City Center Festival/Public Space that is scheduled out as follows: \$75,000 in FY2021 for Phase 1; \$1,300,000 in FY2022 for Phase 2; \$1,375,000 in FY2023 for Phase 3; \$2,150,000 in FY2024 for Phase 4; and \$500,000 in FY2025 for Phase 5. Johnson stated that land acquisition has begun for the Parks and Recreation Administrative Offices expansion. He added that for City facilities the Public Safety Operations and Training Center Phase II will costs \$4,500,000 in FY2021 and include the following additions and improvements: public entry plaza; public safety building; FEMA secured parking; pubic parking; secured parking; exterior vehicle storage; training and exterior classroom; SKID pad; EVOC training area; firearm training; obstacle course; bioswale "rain garden"; fire burn tower; fire training building; fire department; secured access; central energy plant; and secondary access. Wayne Nero, Police Chief, explained the decision to add a firing range and the need to include it to properly train officers based on meetings with the Public Safety Committee. Mayor Ross asked Chief Nero to explain the importance of the facility. Nero responded that the more training officers have the better they can do their jobs. Mayor Ross asked if implement training has made the police force safer. Nero responded that the more training, the safer the officers. He noted that the City currently uses the Williamson County firing range when available. Mayor Ross about the ease of use of the County facility. Nero responded that scheduling and distance lead to not as frequent availability and easier access will allow to more and better training. Mayor Ross asked if the range was originally

considered for the original building of the facility. Nero responded that it was part of the master plan and considered for Phase 2.

Johnson stated that Transfer Station improvements will cost \$10,000,000 in FY2021 and the Recreation Center Teen/Senior Renovation will cost \$200,000 in FY2021. He then provided the Proposed 5 Year CIP as follows:

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Beyond 5 Years
8 th St. Covered Market Space		\$150,000				
Animal Services Renovation/ Addition					\$6,200,000	
Facility Services Renovation/Expansion					\$900,000	
Festival Space Georgetown City Center	\$75,000	\$1,300,000	\$1,375,000	\$2,150,000	\$500,000	
Fire Logistics Building			\$950,000			
Fire Station No. 1 Renovation		\$3,750,000				
Fire Station No. 3 Renovation				\$3,150,000		
Fire Station 4-Reloc.					\$7,000,000	
Fire Station No. 8				\$750,000	\$6,250,000	
GMC Remodel						\$8,500,000
Mixed Use Parking Garage						\$12,000,000
Parks and Rec Admin Offices				\$1,100,000	\$9,000,000	
Public Facilities Master Plan						\$175,000
PSOTC Phase II	\$4,500,000					
Public Works Relocation						\$4,200,000
Purchasing/Fleet/ Warehouse		\$1,750,000	\$15,100,000			
Rec Center Teen/ Senior Renovation	\$200,000					

Signature Gateway		\$100,000				
Transfer Station	\$10,000,000					
TOTAL	\$14,775,000	\$7,150,000	\$17,425,000	\$7,150,000	\$15,750,000	\$41,975,000

Mayor Ross asked about the possible Fire Station 4 relocation. Johnson responded that the current Fire Station 4 is located on the Airport property and there could be more desirable locations in the future. Morgan stated that the current location for Fire Station 4 has the most accessibility issues.

Johnson then reviewed the next steps and noted that all proposed projects are funded through the tax rate except the Transfer Station; the Transfer Station will be debt service funded through sanitation rates; CIP Capacity discussion will take place in July Council Meeting and projects may move around in years based on capacity.

Pitts stated his support for the proposed plan.

Jonrowe had no questions.

Gonzalez asked if the proposed projects were being worked within the current tax structure. Morgan responded that at an upcoming Council workshop staff would walk Council through a plan to make a debt plan to support the projects. Gonzalez stated the expansion of the public safety building is needed based on the growth of the City.

Neither or Calixtro or Triggs had additional questions

Mayor Ross stated that the need to upgrade training facilities is need to have the best possible police force.

D. Presentation and discussion regarding the proposed FY2021 Capital Improvement Plan for Parks and Recreation -- Kimberly Garrett, Parks and Recreation Director

Garrett presented the items and noted that the Parks ADA Transition Plan was the only current year project moving forward and the following projects are currently deferred: San Gabriel Park Phase III design; region trail extension; neighborhood park development; Parks Master Plan; and the Tennis Center Pool demolition. She stated that the Parks ADA Transition Plan includes accessibility repairs along Randy Morrow Trail to Chandler Park with bidding taking place in late summer with construction to begin early fall. She then reviewed the design San Gabriel Park Phase III and the Regional Trail design and construction, and explained that the neighborhood park development to redevelop Heritage Community Gardens will consist of 19 acres and minimal support facilities that will bring an opportunity for lifelong learning and be located at 2100 Hutto Road in the Southeast area of Georgetown. Garrett explained that the Parks Master Plan Update was needed because the

plan was last updated in 2009. She continued that the top priorities have been accomplished and the plan establishes community priorities while providing a guideline for CIP and future bond and the opportunity to leverage grants. Garrett stated that the demolition of the Tennis Center Pool was part of the 2013 Aquatic Master Plan which recommended closure due to conditions and geographic proximity to other pools. She provided the status of the 2008 Park Bond and noted that \$35.5 million in Park Bond funds were approved by voters in November 2008 with prior issuances totaling \$22.7 million to date from 2010 thru 2018 and a remaining authorization of \$12.8 million. Garret then provided the Proposed 5 Year CIP as follows:

Parks	FY2021	FY2022	FY2023	FY2024	FY2025	Beyond 5 Years	Total
ADA Transition Plan	150,000	150,000	-	-	-	-	300,000
Blue Hole Park Improvement	-	-	-	-	-	1,200,000	1,200,000
Neighborhood Park Development	250,000	250,000	250,000	250,000	250,000	250,000	1,500,000
Parks Master Plan	200,000	-	-	-	-	-	200,000
Regional Trail Development	1,275,000	-	1,200,000	-	-	2,400,000	4,875,000
San Gabriel Park	600,000	5,250,000	-	-	-	8,700,000	14,550,000
Southeast Community Park	-	-	-	4,000,000	-	10,500,000	14,500,000
Tennis Center Pool Demolition	70,000	-	-	-	-	-	70,000
Westside Park Development	-	-	-	-	-	10,000,000	10,000,000
Westside Recreation Center	-	-	-	-	-	20,600,000	20,600,000
	2,545,000	5,650,000	1,450,000	4,250,000	250,000	53,650,000	67,795,000

Deferred from approved FY2020 CIP

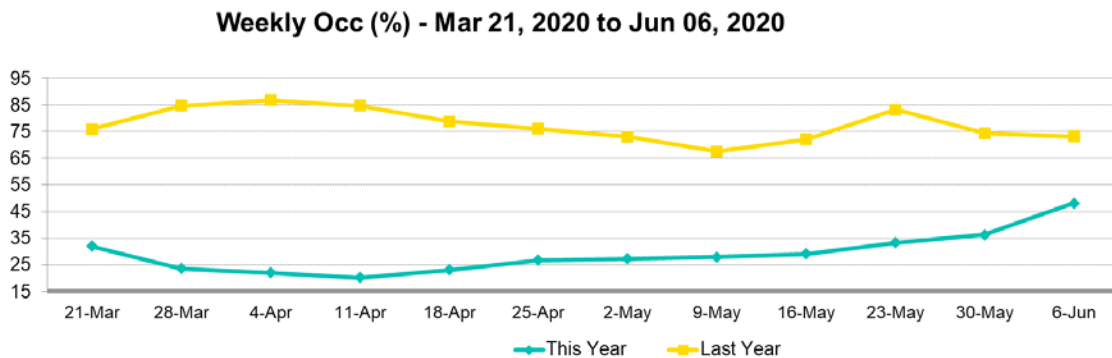
Garrett noted that the proposed Parks CIP for FY2021 will continue the Parks ADA Transition Plan and include the deferred FY2020 Projects: San Gabriel Park Phase III design; regional trail extension; neighborhood park development; Parks Master Plan; and Tennis Center Pool demolition. She stated that the continuation of the Parks ADA Transition Plan with complete accessibility on Randy Morrow Trail and begin accessibility improvements on the South San Gabriel Trail. Garrett stated that the Parks Board recommended approval of the proposed projects in the FY2021 and the Five-Year Capital Improvement Plan at their June 17, 2020 meeting with a 6-0 vote with one member absent.

Council Members Jonrowe, Gonzalez, Calixtro, Triggs, and Fought had not questions.

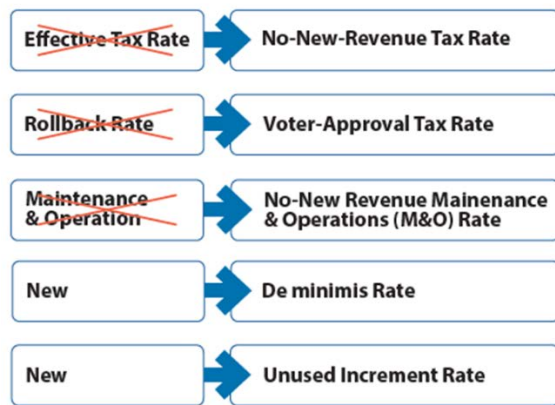
Pitts asked about cost of demolishing the Tennis Center Pool and if the project was taken out to bid for repairs. Garrett responded that the responses were \$400,00 to \$450,000. Pitts asked about the Blue Hole Park improvements. Garrett responded that is was in conjunction with the Austin Avenue Bridges project to allow pedestrian access and have more family friendly area. She continued that the area is still heavily used. Pitts stated that he would love to see improvements to Blue Hole Park and that he would like PD to be involved related to input on the area.

- E. Presentation and discussion regarding the FY20 and FY21 Budget Update including Revenues, Pressure Points and Citizen Engagement Plan -- Laurie Brewer, Assistant City Manager

Brewer presented the item and explained revenue trends for sales tax that were previously estimated 3% below budget for -\$30.67 million with new “tentative” projection is estimated at \$31.75 million or at the FY20 original budget. She added that if the confidential report/breakdown supports that this is a meaningful trend the City will also want to see May’s sales tax numbers to confirm new projection. Brewer noted that revenue trends for development revenues and noted that staff is holding weekly developer calls and each week, staff is continuing to see an uptick in home sales which will impact development revenues as well as sales tax related to construction. She explained the utility revenue and noted: Electric is currently expected to meet budget forecast, service revenues through March were up \$1.5 million, and April service revenues were down significantly; development related revenue over \$1 million higher than original forecast; Water is currently expected to meet or slightly exceed forecast; and Impact Fees are expected to be \$11.8 million higher than expected. Brewer noted that the Hotel Occupancy Tax is improving over April with a slow recovery and provided 2019 and 2020 comparisons for March 21st – June 6th:



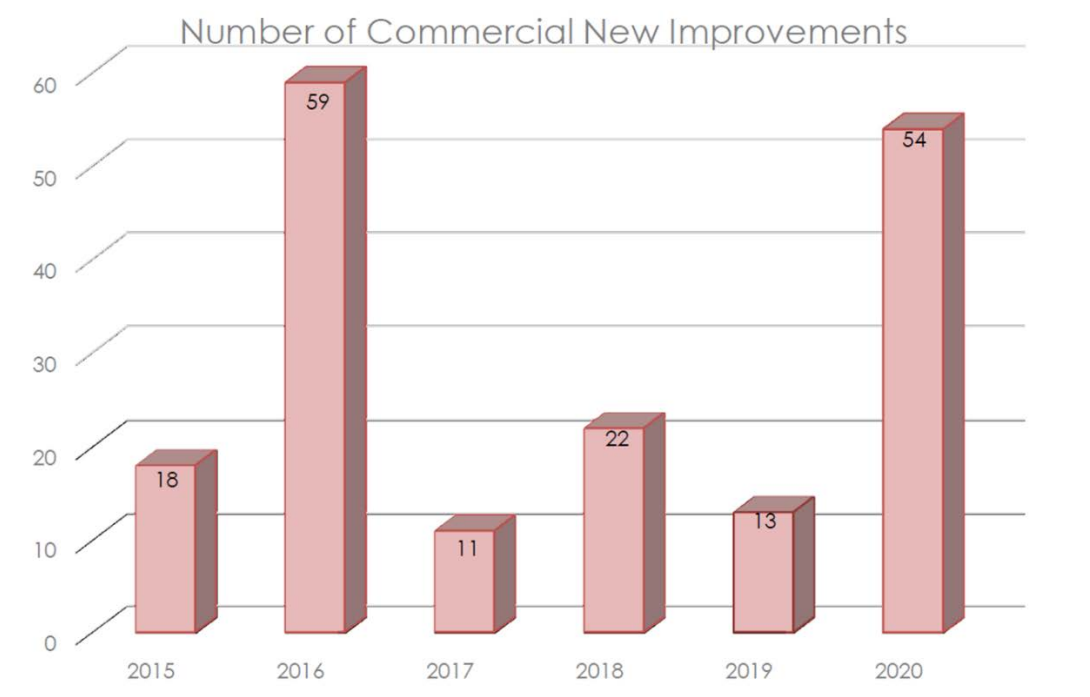
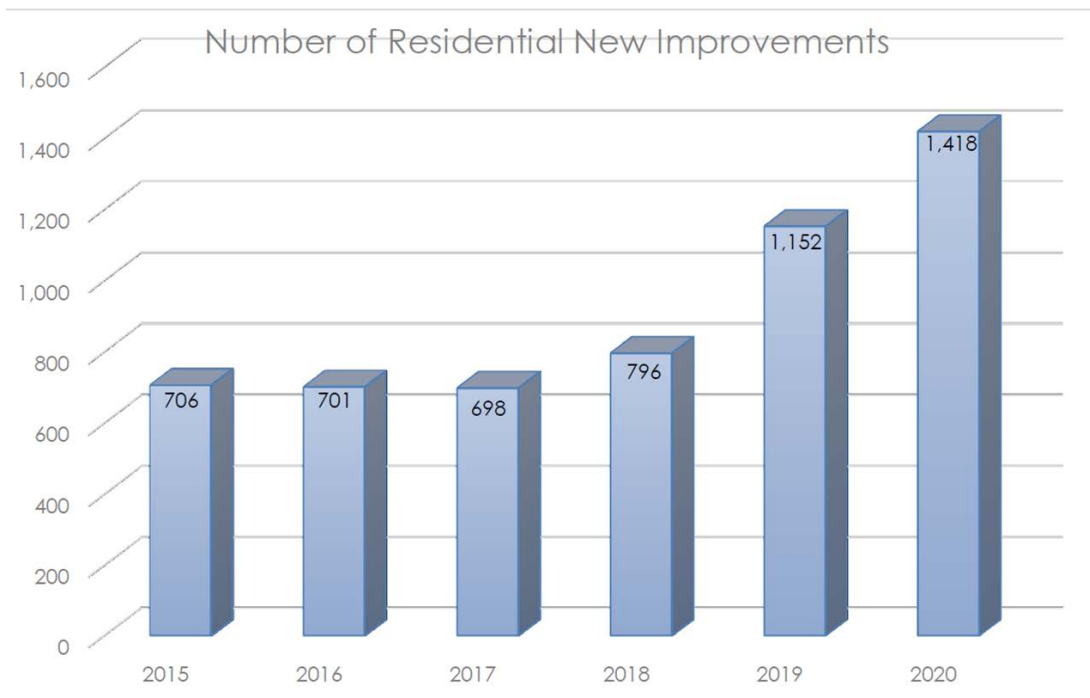
Brewer reviewed the FY2020 Budget Contingency Plan and noted the following: staff is holding on 31 positions and will evaluate hiring certain frozen positions based on updated revenue projections; staff is pausing on projects including Downtown Parking, Parks Master Plan, Neighborhood Parks, Tennis Center Pool demolition, regional trail expansion, design of San Gabriel Park Phase 3, Citizen and Employee Engagement Surveys, and staffing and operations of Fire Station 7; and staff has cut employee training, but did retain training needed to maintain certifications. She explained the plan for preparing for FY2021 and noted the FY2021 preliminary revenue assumptions that are: sales tax is currently projecting same as for 2021 for a total of \$31.75 million; development revenue is showing continued development related growth and more moderate than the beginning of FY2020; other revenue including the SAFER grant for firefighters decreases from 75% funding to 35% for the second two quarters of the year, property tax in the General Fund, and total City budget is changing from \$15.3 million to \$15.7 million. Brewer reviewed the property tax New Truth in Taxation 2019 Senate Bill 2/Property Tax Reform and Transparency and explained the following new terminology: de minimis rate is the rate that is equal to the sum of (A) a taxing unit’s no-new-revenue maintenance and operations rate, (B) the rate that when applied to a taxing current total value, will impose an amount of taxes equal to \$500,000, and (C) a taxing unit’s current debt rate, which does not apply to Georgetown; and the unused increment rate which is when a taxing unit that did not use all of its revenue growth may bank that unused growth as long as the taxing unit averaged below 3.5 percent of the voter-approval rate over three years, and for the 2020 tax year, the unused increment rate is zero. She then provided the following:

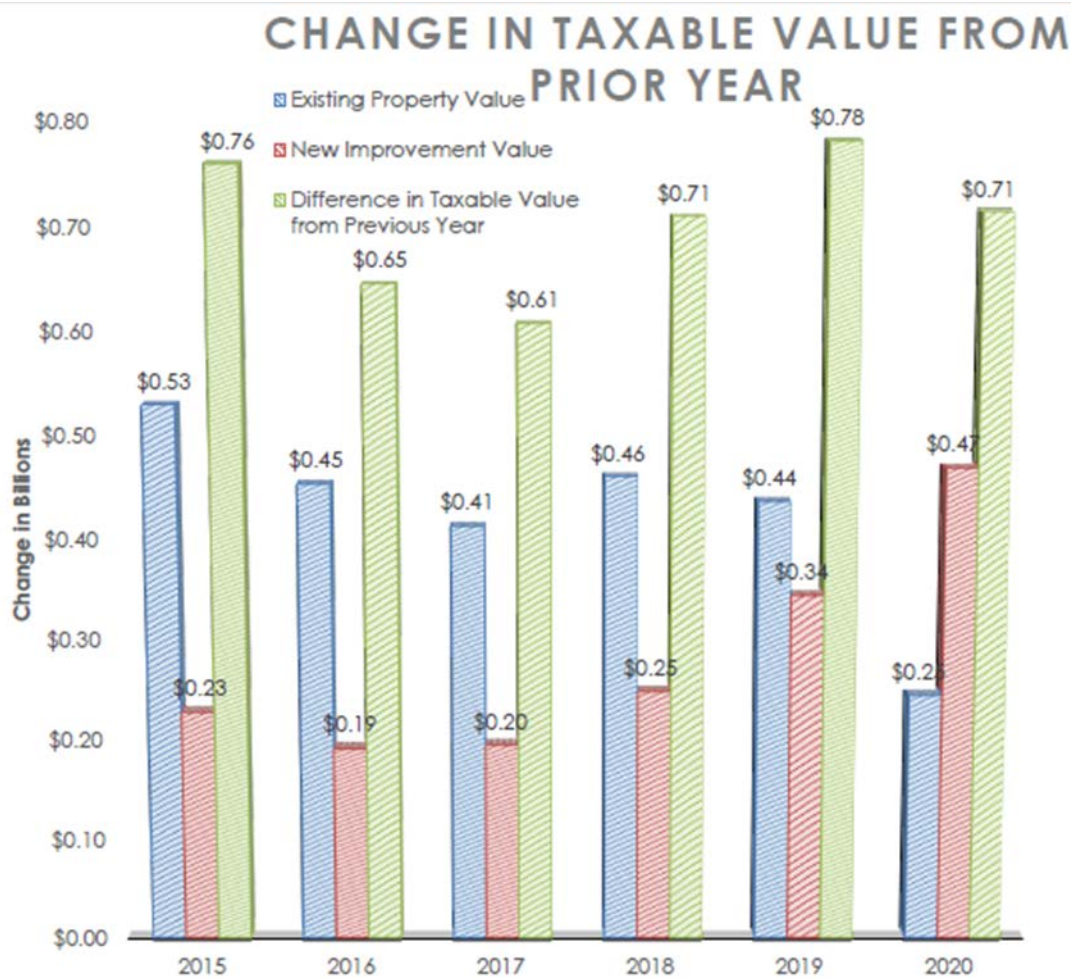


Brewer then explained the Property Tax Estimates for the FY2021 Budget and noted that the preliminary role provided by the Williamson Central Appraisal District (WCAD) Chief Appraiser and the new property estimate is \$470 million. She explained that the amount under protest is 25% and a 3.5% in operations and maintenance rate increase is being proposed in the FY2021 plan as allowed in new state legislation. Brewer added that due to increase in existing values, does not mean an increase in the overall tax rate. She then provided the preliminary information from WCAD for Tax Year 2020 = Fiscal Year 2021, Number of Residential New Improvements, Number of Commercial New Improvements, and Change in Taxable Value from Prior Year:

City of Georgetown Total Market Value (in billions)







Brewer stated that there is \$470 million in new property which generates additional revenue for new budget costs and new property in Tax Increment Zones (TIRZ) dedicated to improvements in the Zone. She provided the following TIRZ information:

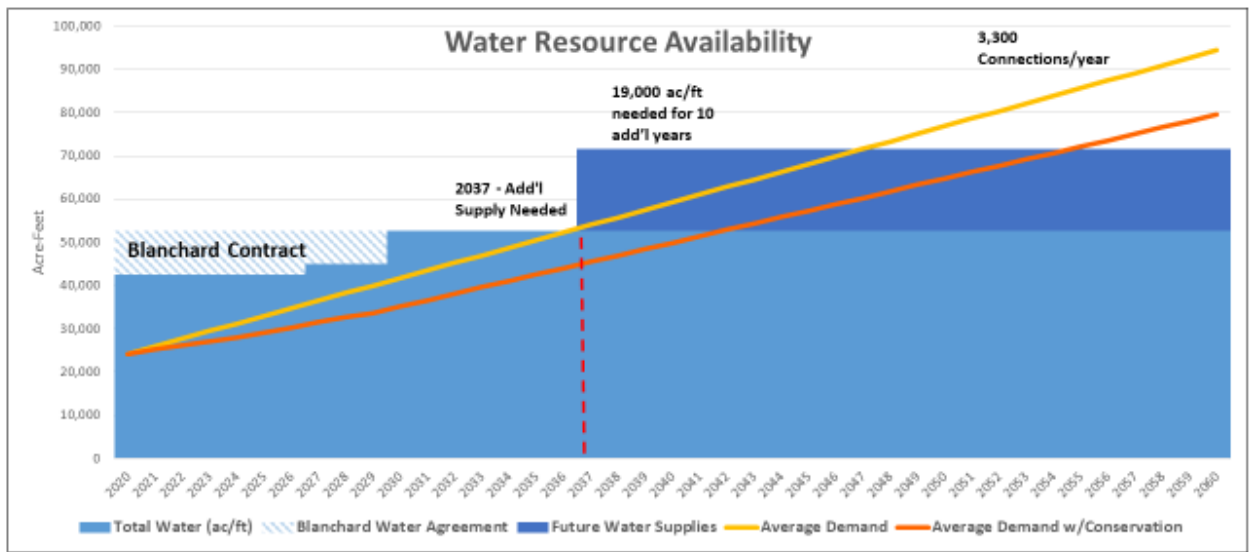
	AV	ARB	ARB Properties	
General	7,203,076,531	2,243,750,636	4,149	31.1%
Downtown	74,568,725	52,041,619	59	69.8%
Rivory	49,923,461	64,500,010	73	129.2%
South Georgetown	39,182,223	188,046,688	210	479.9%
Gateway	19,556,574	14,889,229	15	76.1%
Wolf Lakes	5,934,827	-	-	0.0%
	7,392,242,341	2,563,228,182	4,506	

*AV – Appraised Value

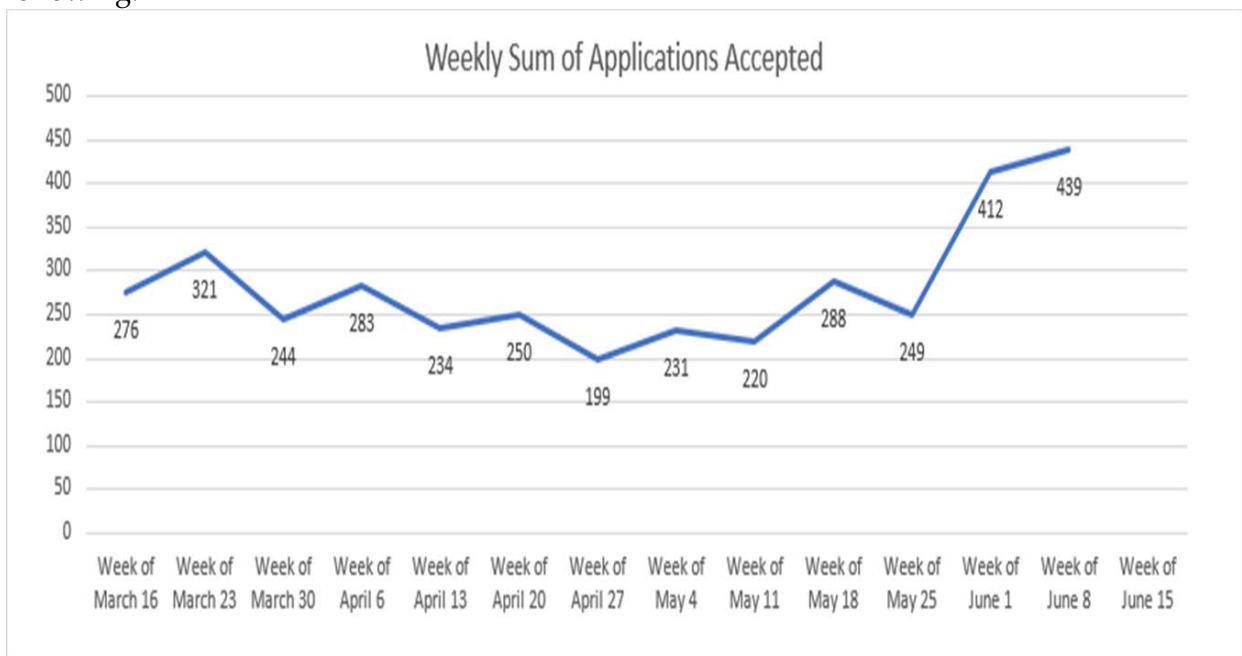
*ARB – Appraisal Review Board

Brewer explained the pressure points for the FY2021 Budget which are: implementation of Comprehensive Plan; Unified Development Code (UDC) diagnostics; TxDOT Signal Takeover; Fire Stations 6 and 7; water planning and conservation; Georgetown Convention and Visitors Bureau; and sustaining growth in development services. She explained the

pressures of implementation of Comprehensive Plan which consist of a 3-pronged implementation strategy of regulatory framework, decision framework, and plans, programs and partnerships with the following projects expected in first two years: UDC diagnostic and re-write; update existing workforce development standards to identify specific opportunities to improve usability of existing program; evaluate special district policy for workforce housing opportunities; develop a plan for a gateway feature at City entrance on southbound I-35; identify potential public/private/non-profit partnership opportunities to create a dedicated housing fund; expand home repair program to workforce homeowners; and submit a budget request to complete a small area plan for the neighborhood Track-Ridge-Grasshopper Neighborhood. Brewer said the TxDOT signal takeover will consist of the following: the City currently manages and operates (owns) 21 Traffic Signals; in Spring of 2021, the population numbers from the 2020 Census should be available; the City will be required to take over the traffic signals that are currently managed and operated by TxDOT; 30 additional traffic signals which will give the City 51 total traffic signals to manage and operate; the City has initiated a contract with Iteris which is the City's traffic signal consultant who manages the City's SPM software – Signal Timing; the City will take an inventory of all the TxDOT Signals, the equipment, the life expectancy, etc.; Iteris will be assisting in the take over and negotiate with TxDOT on the City's behalf; and the City will try to get TxDOT to bring the signals that we will be taking over up to the City's standards or equipment. She then noted the benefits of taking over the signals: currently TxDOT signal crews come out of Austin District Office; the city's population gets to take advantage of having a dedicated staff that can respond more quickly to a traffic signal malfunction and/or citizen complaints; and the City can also operate these signals more efficiently during planned events such as festivals or unplanned events such as a road closure due to an incident. Brewer explained Fire Stations 6 and 7 and noted that Station 6 staffing is accomplished by moving a team from Station 5; the new staffing for Station 7 is partially funded by a SAFER grant; need to consider additional positions for full coverage of shifts; and needed evaluation of the impact of staffing Medic 5 at Station 7 such a coverage for the shifts, overtime versus new staffing, and calls/coverage response times. She noted the water planning and conservation pain points which are: water rates and capacity to serve are measured by the supply or raw water and treatment capacity through infrastructure; during a March 2020 Council presentation it was shown how planning has accelerated due to our use patterns and growth; the Master Plan indicated additional supply needed 2042, but it is now 2037 and staff is working with Brazos River Authority (BRA) to evaluate additional supply, primarily in Carrizo Wilcox aquifer zone; the Master Plan indicated major treatment at 8-10 years, but now it is within 5 years; the expansion of the Lake Water Treatment Plant totaling \$30M and the construction of South Water Treatment Plant totaling \$58M plus transmission lines which will include partnerships with Round Rock and Leander; and conservation is critical to reduce rate impact and timing. Brewer provided the Water Planning – Future Resources and Capacity (Current Use and Growth) chart:

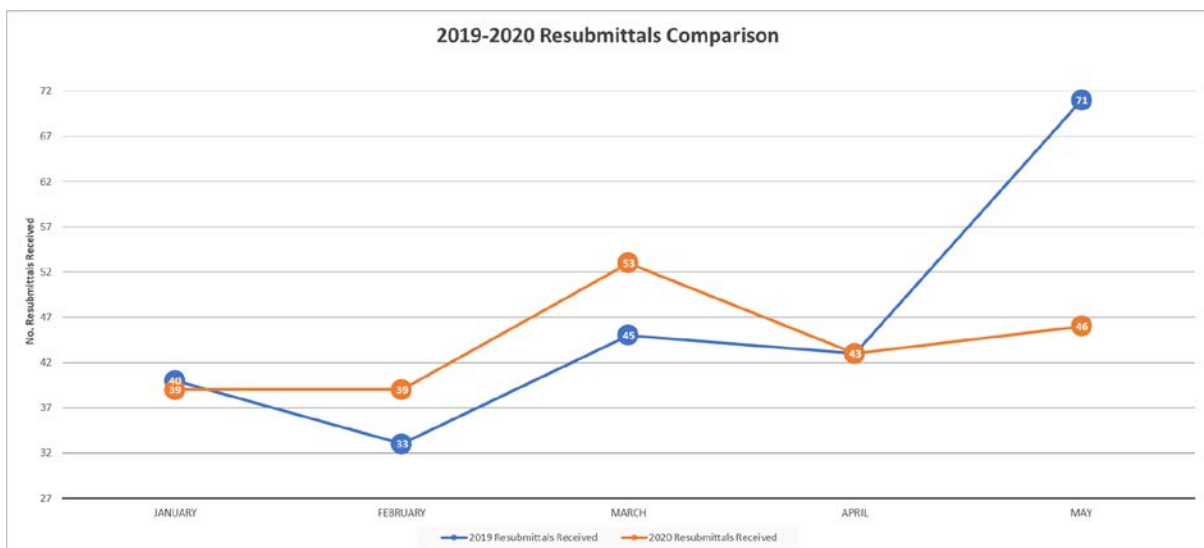
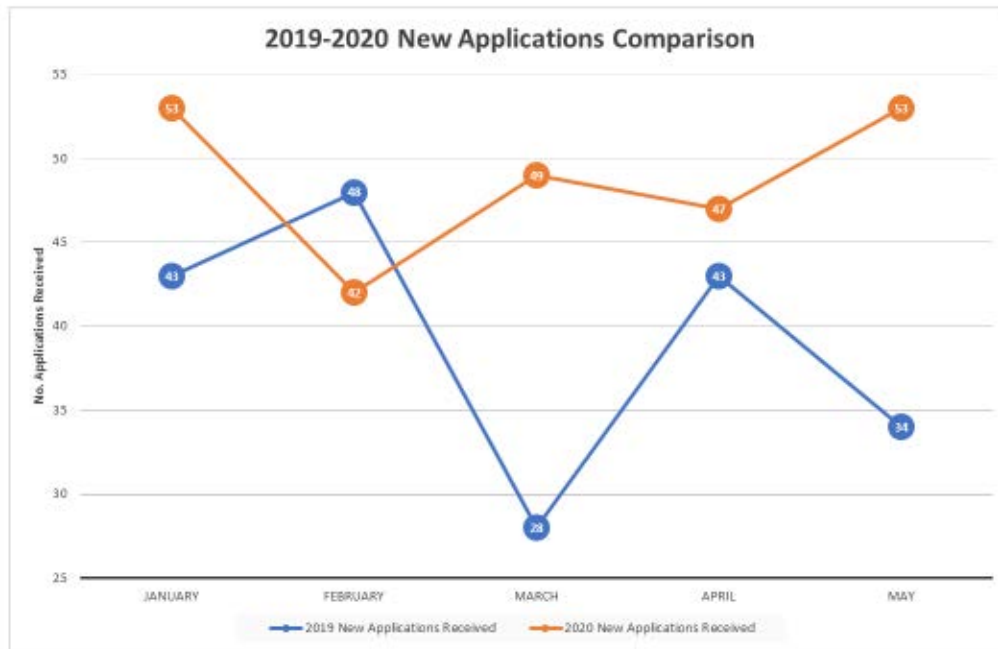


Brewer noted the need for the City to sustain growth in Development Services and the need for Planning and Engineering support, Inspections, and water system growth in the Western District. She noted that when it comes to sustaining growth in Development Services regarding Building Inspections: permit activity dipped in April due to COVID-19 impacts; permit activity increased in May and has continued in June; and the City has issued 1,200 single-family building permits during first 8 months of FY2020. Brewer reviewed the following:



Brewer explained sustaining growth in Development Services related to Planning and Engineering and noted the following development application activity by month: January was heavy on construction plans; February was heavier on final plats; March was heavy on

resubmittals; April was heavier on final plats; and May had site plans and plats taking the lead as shown here:



Brewer explained the Water Systems growth and noted: impact fees represent new connections to our water system; the original FY2020 Budget included \$14.25 million in impact fees with an estimated 2000-2500 new connections, the current fee being \$6921 per residential unit, and per unit varies based upon plat date per the impact fee ordinance; and FY2020 updated and amended budget totals \$26,050,000 with \$11,800,000 in new impact fee revenue estimated, an estimated total of 3800-4000 new connections, and approximately \$20 million of that has been collected to date.

Brewer explained the Georgetown Convention and Visitors Bureau (CVB) pain points and noted that: revenues in FY2019 were \$1.39 million, revenues in FY2020 are projected to be

\$711,000 with strong revenue through mid-March, and revenues in FY2021 are projected to be \$650,000 due to slower recovery than other revenue streams; expenses continue to hold on sales and convention support position and staff will continue to promote Georgetown; and overall staff will utilize reserves to continue to promote Georgetown as a destination to reestablish revenue streams. She reviewed staff recommendations and noted that the City Manager's FY 2021 Budget strategy for tax funded Capital Improvements are: Streets totaling \$6.8 million; Parks totaling \$2.545 million; Facilities totaling \$5.575 million; and Public Safety Vehicles and Equipment totaling \$4.4 millions for a total of \$19.32 million. Brewer stated that a work session on July 14, 2020 will consider a 5-year plan and related tax rate impacts based upon continued assessed valuation growth and capacity for new debt. She continued that the City Manager's FY2021 Budget strategy is to have a conservative outlook for revenues and continue to watch economic indicators to determine local conditions; fund some FY2020 projects that were paused during pandemic; have new funding included if critical to maintain levels of service; have some currently frozen positions may be filled; and Tier 1 FY2021 projects to be reviewed as economic related activity becomes more clear with the possibility of considering Tier 1 projects in the fall, when more is known about a possible second wave of COVID infections. Brewer reviewed the Public Engagement and Communication Plan noting that in addition to pressure points, staff has asked public for feedback via survey that provides education and asks for input on priorities, closes June 26, 2020, is available online and printed in English and Spanish, and on the website a posting of detailed budget information with key dates. She continued that staff will use social media and provide Facebook ads in English and Spanish and videos that are short, informal educational segments to inform citizens on city budget and encourage engagement. Brewer stated the next steps which are: budget survey through June 26, 2020; detail Budget Book delivery with detail the week of July 13, 2020; July 14, 2020 workshop on Capital Improvements; July 21st and 22, 2020 work sessions; August 11, 2020 City Manager Proposed Budget; August and September hold public hearings on tax and budget, and adoption of budget by ordinance; October 1, 2020 start new fiscal year; and in October and November review Tier 1 projects.

Calixtro asked about the process for repurposing fleet vehicles. Brewer responded, yes when at all possible and vehicles are auctioned when maintenance costs are too high.

Triggs asked how the largest sales taxpayers performed in April. Brewer responded that staff can share with Council and performance was strong in construction and home improvement materials. Triggs asked about a possible decline in utility revenue due to bad debt and delinquent payments. Brewer responded yes, there will be less revenue and noted the Council approved fund for utility assistance. She added that the applications for the funds have begun to decrease. Morgan added that because businesses weren't operating, the bigger impact to utility revenue was due to lack of electricity usage. He added that during the special budget workshops staff will report on updated revenues.

Fought stated that he was happy the transition to new financial software didn't lead to lost data. He added that the tax revenue was surprisingly stable, and he is less worried that he was six weeks ago.

Pitts agreed with Fought and asked about development revenues. Brewer responded that development fees are fixed and do not vary based on staff vacancies. Pitts asked if there is a correlation between reduced development and reduced fees collected and if that would be shown in the fund schedules. Brewer responded that if development revenues continued to go down staff would look at leaving positions vacant to match the current need. Morgan stated that for both building inspections and planning utilizing contract work could also be considered to save costs. Pitt noted that there is not currently a decrease in development. Morgan responded correct. Pitts asked if any GEDCO funds could go towards marketing funds. Brewer responded that there is approximately \$100,000 in the GEDCO fund but she would need to verify what those funds could be used for. Pitts asked if the GEDCO funds could be used in place of reserves. Brewer responded that the \$100,000 was used for COVID-19 grants. Morgan stated that staff has worked with Legal to determine where funds could be used for marketing. Pitts asked about special districts for workforce housing and that he doesn't recall the discussing it in the past. Morgan responded that staff will work through that with Council in the future.

Jonrowe had no questions.

Gonzalez stated that he is also relieved to see the City's current financial situation. He added that he would like to approach finances for this year and next year in a very conservative manner and possibly have some mid-year meetings to discuss projects. Morgan responded that is how staff is planning to approach this year and next year. He added that many positions will remain frozen and funds cut for non-essential expenses.

F. Presentation and discussion regarding COVID-19 and the City's opening of facilities and modified operations and programs -- David Morgan, City Manager

Jack Daly, Community Services Director, presented the item and reviewed the latest message from the Governor related to announcing Phase III reopening and on Wednesday, June 3, 2020, the Governor announced the third phase of the State of Texas' plan to safely open the economy while containing the spread of COVID-19. He continued that under Phase III, effective immediately, all businesses in Texas will be able to operate at up to 50% capacity, with very limited exceptions and businesses that previously have been able to operate at 100% capacity may continue to do so. Daly stated that this included: youth camps, recreational sports, swimming pools, libraries, and outdoor gatherings. He noted the how the Governor addressed Hospital Capacity and on Tuesday, June 16, 2020, the Governor addressed hospital capacity in light of increasing case counts and hospitalizations. Daly continued that at the time, Texas has nearly 15,000 beds available and the Governor added that less than 10% of those who test positive go the hospital, and people under 30 are testing positive at a higher rate, possibly due to visiting bar-type settings and not following safety procedures. He stated that jails and prisons settings still have the highest positivity rate and 75% of fatalities are linked to people 65 and older, and Texans have a personal responsibility to combat the

coronavirus. Daly stated that cities are not allowed to mandate masks. He then stated how the Governor addressed masks in a television interview on June 17, 2020 the Governor indicated his belief that local governments can require businesses to require customers to wear masks, and that doing so is consistent with Executive Order GA-26. Daly continued that although the Governor's order prohibits a local jurisdiction from imposing a civil or criminal penalty for failure to wear a face covering, according to the Governor this prohibition only applies to regulating the behavior of individuals, not businesses.

Mayor Ross asked Daly if the second point about local jurisdictions from imposing penalties for failing to wear a mask. Daly stated that a City cannot fine a citizen or not wearing a mask but can fine businesses who do not require patrons to wearing masks inside of their establishment. Mayor Ross asked if the City cannot fine an individual. Daly responded correct. Mayor Ross asked if the City could fine a business if there are individuals inside who are not wearing masks. Daly responded yes. Daly stated that in Bexar County there have been orders issued to require mask wearing. Mayor stated that distancing is the most effective prevention, but when tied with masks is even more effective. Daly responded correct and that hand washing, distancing, and mask wearing are the best non-pharmaceutical forms of intervention. Mayor Ross noted communications received by staff and Council about cities forcing citizens to wear masks and how that is not allowed. Daly responded yes, the City cannot require citizens to wear masks in public, but can choose to put orders in place to require businesses to require patrons to wear masks. Mayor Ross stated that he wanted this point to be clear for citizens.

Daly noted how the Governor addressed data in a press conference on June 22, 2020, the Governor addressed COVID-19 data, citing three data points: Texas averaging 3,500 new cases a day; positivity rate is 9%; and hospitalizations averaging more than 3,200 a day. He continued that the Governor stated that these rates are increasing at an unacceptable rate and we need to get in control of this increase and must do so by: all Texans should follow the safety protocols in Open Texas guidelines: stay at home, hygiene, and wear a mask. Daly noted that appropriate authorities are increasing enforcement including: TABC, County shutting down parks, and local governments requiring masks at gatherings, etc. He then stated: surging testing in areas that may be hotspots using Texas National Guard; working with hospitals to ensure they have ability to treat COVID-19 patients; encouraging all Texans to wear a mask as this will help Texas stay open; and wearing a mask is one of the most effective ways to reduce the spread of COVID-19.

Triggs stated that businesses are likely losing out on businesses by not requiring patrons to wear masks. He added that citizens, like himself, in higher risk categories do not feel safe when others are not wearing masks. Triggs stated that many businesses would likely get more business by requiring masks.

Fought stated that agrees that wearing masks is a positive business decision but does not see the City as needing to enforce mask wearing.

Pitts stated that his concern of mandating mask wearing would be an additional pull on the Police for enforcement. He also asked who is at fault if a business has a patron that refuses to comply. Pitts stated that he doesn't understand some people being so opposed to wearing a mask. He added that if the City does move to mandate mask wearing it should be based upon positivity rates with guidance on when the mandate will be lifted.

Jonrowe stated that these are life and death decisions and the City has a responsibility to put people's health at the front. She added that asking people to wear a mask is a very low bar. Jonrowe stated that retail employees will be the first step in enforcement, but hopefully businesses have policies in place to work with their management staff to assist. She stated that as a business owner, having a mask mandate levels the playing field for businesses. Jonrowe stated that she supports a mandate.

Gonzalez stated that wearing a mask should not be that big of an issue, but the City should not make it a mandate. He echoed how lack of mask wearing could lead to loss of business. Gonzalez stated that he hopes businesses will require mask.

Calixtro stated that she feels a mandate could be a burden on the business owners. She stated that if done, she agrees with parameters as mentioned by Council Member Pitts. Calixtro stated that the Governor's words are not helpful, and she thinks the City should initiate a mandate.

Mayor Ross stated that social distancing might be more effective than mask, but they should be combined. He added he agrees with implementing parameters and asked about the current position of the County. Daly responded that the County is referring to guidance from the Governor, but not requiring mask. Mayor Ross asked if the Governor is requiring masks or sending that responsibility downward. Daly stated that the Governor has not issued a statewide mandate. Mayor Ross asked what the penalty of the mandate would be and how would it be enforced. Daly responded that Mayor Ross, Pitts, and Jonrowe provided valid points about the enforcement of an order. He continued that the businesses would enforce and then if businesses were reported to the Police then a fine could be issued. Mayor Ross stated that when orders are issued that are hard to enforce you invite disrespect for the law. He also added the concerns for businesses be held responsible for other and Police bandwidth.

Jonrowe noted that when dealing with equity issues, minorities are more impacted. She added that many times minorities are front lines staff for businesses and therefore, making mask wearing even more needed.

Mayor Ross noted that businesses should require mask and provide them for those that do not have them.

Daly stated that he understands the consensus of the Council is to not have a mandate to require businesses to require patrons to wear masks, but to heavily encourage proper mask

wearing. Mayor stated that he agrees, and the staff strategy should be the encouragement of mask wearing.

Daly reviewed COVID-19 testing noting that Georgetown Fire Department has supported a testing site at Wagner Middle School since its launch and planned for it to remain open through July 17, 2020 with the WCCHD contemplating extending operations, options, and alternatives and staff has the recommendation of continuing to utilize staff resources for supporting test site over the long-term by completing 35-45 tests per day, with a 4% positive rate as of June 4th, and a 12.5% positivity rate as of June 11th. He noted that as of June 15, 2020 City vehicles are allowed up to 2 people per vehicle with face masks and daily temperature checks, which excludes public safety personnel who have separate safety protocols for vehicles. Daly reviewed advisory boards and Council Chambers noting that advisory boards began meeting June 1, 2020 by hosting meetings in the Friends Room of the Library or Council Chambers and meetings are in-person with option for advisory board members to participate through conference call. He stated that the public is welcome to attend the meetings and meeting rooms are set-up in a way that will provide social distancing between board seats and audience. Daly noted that staff is preparing to open Council Chamber in July and the updated AV will allow for both in-person and Zoom functionality and the Community Room is currently available for in-person viewing and participation. He reviewed the reopening City facilities stating that on May 18, 2020 City facilities opened to public including City Hall, Georgetown Municipal Complex, Visitors Center, Airport Terminal, Public Safety Operations, and Garey Park Gate House; on June 15, 2020 City facilities opened to public including an increase in occupancy to 50% only if there have been days with customer overflow, unlocked doors at Planning, Parks Admin, and Animal Services that are facilities were appointment only previously; on June 15, 2020 Parks and Recreation facilities Recreation Center and Tennis Center opened at 50%, pools opened at 25%, the Community Center opened at 50%, Garey House opened at 50%, and Camp Goodwater at the Recreation Center opened to 50 campers; on June 25 Parks and Recreation destination amenities are scheduled to open including the Garey Play Ranch and Splash Pads; and on July 1, 2020 Parks and Recreation Creative Playscape is tentatively set to open waiting on a few damaged tube slide replacement parts which were discovered during the installation of the poured in place surfacing. Daly noted that the 4th of July event could be hosted for fireworks via the following options: option 1, drive-in event at San Gabriel Park; option 2, close San Gabriel Park and encourage people to view from elsewhere; encourage people to stay in and around their vehicles; or option 3, to cancel.

Fought stated that he supports option 2 for fireworks on the 4th of July.

Pitts selected option 2 also.

Jonrowe stated that she supports option 3 for the sake of safety.

Calixtro asked for clarification on what a “drive-in” style would look like. Morgan responded that it would be like a drive-in movie where people stay in their vehicles with no activities in

the park. He added that there is concern with people concentrating in larger groups. Calixtro asked if the fireworks were cancelled, could people set off fireworks at their homes. Morgan responded that the Fire Code would still apply, and fireworks are prohibited within the City limits. Calixtro stated that she supports option 1.

Triggs stated that he supports option 3 due to other places cancelling their fireworks which could lead to even larger crowds.

Gonzalez stated that he supports option 2 to provide minimum risk.

Pitts stated that while it is not a current option, the City could consider closing several large parks to help prevent large gatherings.

Fought stated that closing parks could get complex and option 3 of cancelling would be simplest for safety. He asked if all nearby cities have cancelled. Morgan responded that several have. Fought confirmed his decision to cancel.

Mayor Ross stated that three out of the six Council Members support cancelling. He added that as much as he would hate to cancel it just brings on too much risk.

Gonzalez stated that he understands the reason for cancelling, but if the mindset is to cancel because of large crowds, should the City consider cancelling other events as well and wants the City to treat other events equally.

Mayor Ross stated that Council has determined to cancel the fireworks and will be making a decision about Popptoberfest. He asked about Music on the Square. Morgan responded that there is on Music on the Square at this time. He continued that Council needs to remain considerate of the increasing number of cases and other events going forward. Morgan stated that the Beer Crawl has been cancelled.

Pitts noted the need to at some point discussing better parameters to handle crowds at Blue Hole. He suggested possibly not allowing the consumption of alcohol until after the pandemic is over. Pitts stated that Blue Hole continues to have issues with the gathering of crowds. Mayor Ross suggested directing staff to bring options to the next meeting regarding enforcement at Blue Hole park.

Jonrowe asked about using the Council suggested parameters of 10% positivity rate to implement a mask mandate. Mayor Ross suggested guiding staff to bring that back at the next meeting. Jonrowe stated that her only concern is that in two weeks the rate could be much higher. She noted that with the City still being under an emergency declaration the Mayor and City Manager could implement an order without the rest of Council. Jonrowe stated that Council could provide guidance now on what should trigger the order. She asked if a 10% positivity rate is appropriate. Pitts agreed with 10% based on comments made by the Governor. Morgan stated that he would like a trigger and then parameters for removing the

order. He stated that staff will work on that based on the 10% threshold. Mayor Ross stated that he agrees. No Council Members disagreed.

Public Comment submitted via online form:

Mary Miller - If people are given an option to wear a mask or not wear a mask, the majority of individuals will choose no mask. I know this because I've seen it practiced (or not practiced) in my neighborhood, town, surrounding cities, and state for the last 3 months. I encourage our city officials to think of people, first. Public health, first. Local economy, second. I realize the connection. With our proximity to so many communities that co-mingle and intersect so beautifully, I strongly urge officials and our residents to think of our part and the role we can play in the trajectory of this Global Pandemic. We are sending the message that we are impervious to the science, the data, the risks, the complications, and the death this virus can bring if given the chance. I can count hundreds of dollars we've put toward online shopping as opposed to local business over the last few months because of the loose restrictions. As for me and my family, we won't feel safe until masks are required. Thank you for your time and consideration.

Mayor Ross recessed the meeting into Executive Session at 5:50 p.m. He added that Executive Session would start at 5:55 p.m. and the Regular Meeting would begin at 6:15 p.m.

Executive Session

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

G. Sec. 551.071: Consultation with Attorney

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

- Litigation Update

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchase Power Update

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, June 23, 2020**

The Georgetown City Council will meet on Tuesday, June 23, 2020 at 6:00 PM at the Council Chambers at 510 West 9th St., Georgetown, Texas 78626.

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

Mayor Ross called the meeting to order at 6:18 p.m. The following Council Members were in attendance: Mayor Dale Ross; Mary Calixtro, Council Member District 1; 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. Council District 2 is vacant. All Council Members present 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

Kyle Cheatam with TerraNova Church provided the invocation.

Pledge of Allegiance

Council Member Pitts led both pledges.

Comments from the Mayor

Mayor Ross shared some Black Lives Matter postcards that he received in the mail and thanked the senders for their thoughts and artwork.

City Council Regional Board Reports

There were no reports.

Announcements

There were no announcements.

Action from Executive Session

There were no actions out of Executive Session.

Statutory Consent Agenda

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

- B. Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on June 9, 2020 -- Robyn Densmore, City Secretary
- C. Consideration and possible action to approve a Resolution to grant a **license to encroach** to **H4WR, LLC** for the the encroachment of **two (2) way-finding signs** into the **right of way** of **Wolf Ranch Parkway**; and to authorize the Planning Manager to execute the license -- Travis Baird, Real Estate Services Manager
- D. Consideration and possible action to approve a Resolution expressing official intent to **reimburse costs** related to the **purchase** of the **HVAC replacement** at the **Recreation Center Natatorium**, in an amount not to exceed **\$800,000.00** with **proceeds from bonds** that will be issued in the Spring of 2021 -- Leigh Wallace, Finance Director

Motion by Pitts to approve the entire consent agenda as presented, second by Fought.

Roll Call Vote

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

Legislative Regular Agenda

- E. **Public Hearing** and **First Reading** of an Ordinance on a request for a the **voluntary annexation** of an approximate **2.213-acre** tract of land, out of the W. Roberts Survey No. 4,

Abstract 524, and a **0.939 acre** tract of land, out of the W. Roberts Survey No. 4, Abstract 524, being over and across a portion of **Shell Road**, a right-of-way of varying width described to Williamson County, Texas, with the **initial zoning designation** of **General Commercial (C-3)** upon annexation, for the property generally located southwest of the **intersection** of **Shell Road** and **State Highway 195** -- Sofia Nelson, CNU-A, Planning Director

Nelson stated that this item was pulled at the request of the application.

Council had no discussion and took no action on this item.

- F. **Second Reading** of an Ordinance **amending** the **FY2020 Annual Budget** for **mid-year obligations** that were **not known** at the time the **budget** was **adopted**; appropriating the various amounts thereof; and repealing all ordinances or parts of ordinances in conflict therewith -- Leigh Wallace, Finance Director

Laurie Brewer, Assistant City Manager, presented the item for the mid-year budget amendment and noted that the Workshop and First Reading were on June 9 and included updating beginning fund balances after acceptance of audit; various capital projects budgeted in FY2019 and rolled forward into FY2020; and one-time purchase order budget amendment due to new accounting system. She noted that the following changes were included for 2nd Reading: increased Public Education and Government Fee Special Revenue appropriation with \$51,000 from available fund balances utilized towards studio remodeling in second floor of City's Art Center that was covered at a previous Council workshop with Communications and Public Engagement team; and increased developer reimbursements in Water Fund of \$1.6 million for Water and Wastewater improvements and the Highland Village, Saddle Creek, Carlson Cove, Kasper, Lively projects. Brewer explained the following:

Fund	FY20 Approved	MYBA 1st Read	MYBA 2nd Read	Change
General Fund	\$ 75,373,906	\$ 77,207,474	\$ 77,207,474	
General Capital	\$ 50,197,694	\$ 57,682,085	\$ 57,682,085	
Tourism	\$ 1,440,916	\$ 1,452,654	\$ 1,452,654	
Streets Maint Tax	\$ 4,639,308	\$ 6,147,579	\$ 6,147,579	
<i>Public, Education, Govt Fee*</i>	\$ 20,000	\$ -	\$ 71,000	\$ 51,000
Cemetery	\$ 103,500	\$ 110,086	\$ 110,086	
Village Public Imp District	\$ 975,740	\$ 1,033,439	\$ 1,033,439	
Police Seizures	\$ 115,846	\$ 120,598	\$ 120,598	
Police Abandoned Vehicles	\$ 5,000	\$ 64,209	\$ 64,209	
Animal Services Special Revenue	\$ 75,000	\$ 85,000	\$ 85,000	
Downtown Tax Increment	\$ 688,600	\$ 700,395	\$ 700,395	
GT Transportation Enhancement Corp	\$ 22,160,360	\$ 22,988,374	\$ 22,988,374	
GT Economic Deve Corportation	\$ 9,554,305	\$ 9,499,540	\$ 9,499,540	
Facilities Internal Service	\$ 8,555,129	\$ 3,765,852	\$ 3,765,852	
Fleet Internal Service	\$ 7,038,513	\$ 8,393,702	\$ 8,393,702	
Joint Services Fund	\$ 18,397,156	\$ 18,477,541	\$ 18,477,541	
Information Technology	\$ 7,979,204	\$ 8,012,204	\$ 8,012,204	
Airport	\$ 4,884,411	\$ 4,134,411	\$ 4,134,411	
Electric	\$ 92,565,824	\$ 93,484,028	\$ 93,484,028	
Stormwater	\$ 5,708,073	\$ 5,720,428	\$ 5,720,428	
Water	\$ 139,654,887	\$ 149,282,699	\$ 150,886,166	\$ 1,603,467
	\$ 450,133,372	\$ 468,362,298	\$ 470,036,765	\$ 1,654,467
<i>*Fund Not included in first reading</i>		\$ 18,228,926	\$ 19,903,393	

Brewer read the caption.

Motion by Pitts, second by Gonzalez.

Council had no questions or comments.

Roll Call Vote

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- G. **Second Reading** of an Ordinance for a **Zoning Map Amendment** to **rezone** an approximately **0.34-acre tract** of land out of the C. Stubblefield Survey, Abstract No. 558, **from the Office (OF) district to the Residential Single-Family (RS) district**, for the property generally located at **609 W 15th St** -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and stated that there had been no changes since the First Reading.

Nelson read the caption.

Motion by Pitts, second by Triggs.

Council had no questions or comments.

Roll Call Vote

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- H. **Second Reading** of an Ordinance for a **Special Use Permit** for the **Personal Services, Restricted specific use** in the **Local Commercial (C-1) zoning district** to allow a **tattoo parlor** and **body piercing studio** on the property located at **1202 Williams Dr**, bearing the legal description of Lots 10 through 12, Block 3, Country Club Estates -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and stated that there had been no changes since the First Reading.

Nelson read the caption.

Pitts asked for clarification that the condition placed at first reading would be implied. Nelson responded that those conditions were listed in the second reading.

Motion by Pitts, second by Gonzalez.

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

Approved 6-0 (District 2 vacant).

- I. **Second Reading** of an Ordinance for the **voluntary annexation** of an approximate **36.035 acre** tract out of the Francis A. Hudson Survey, Abstract No. 295 and the John Powell Survey, Abstract No. 491 with an **initial zoning** of Planned Unit Development (**PUD**) **District** with a **base district** of **Local Commercial (C-1)** and **High Density Multi-Family (MF-2)**; and a **Zoning Map Amendment** to **rezone from** the **Residential Single-Family (RS)** district approximately **18.105 acres**, all out of the Francis A. Hudson Survey, Abstract No. 295, John Powell Survey, Abstract No. 491, J.S. Patterson Survey, Abstract No. 502, and the E. Evans Survey, Abstract No. 212, **to** Planned Unit Development (**PUD**) **District** with a **base district** of **Local Commercial (C-1)** and **High Density Multi-Family (MF-2)**, for the property generally located at **401 Westinghouse Road**, to be known as the **Chapel Hill PUD** -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and stated that there had been no changes since the First Reading.

Nelson read the caption.

Motion by Pitts, second by Triggs.

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

Approved 6-0 (District 2 vacant).

- J. Consideration and possible action to **direct** the **Legal Staff** to **conduct** a **City Council Workshop** on the topic of a **Charter Review Committee** -- Council Member Fought and Council Member Pitts

Fought noted that last Charter revision was in 2003 and in 2012 there was a committee formed that provided changes that the Council decided to not act upon. He continued that there are some changes that are known that need to be changed. Fought stated that the voters should have a chance to review the Charter and vote on revisions. He asked that the Legal Department provide guidance and how to proceed.

Motion by Fought to direct the Legal staff to conduct a City Council Workshop on the topic of Charter Review Committee, second by Pitts.

Calixtro asked if anything is found by Legal would it be brought to the attention of Council. Fought stated yes, Council will review all proposed changes that could be placed on a ballot.

Roll Call Vote

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

David Morgan, City Manager, asked if it was acceptable to bring this forward in August. There were no objections.

- K. Consideration and possible action to approve **directing staff** to move forward expeditiously in the development and creation of **Neighborhood Plans** for the **San Jose** and **TRG neighborhoods**, in coordination with appropriate consulting firm(s), with a budget of **\$100,000.00** from the **Council Contingency fund** -- Council Member Jonrowe, Council Member Fought, and Council Member Calixtro

Jonrowe made a motion to direct staff to move forward expeditiously in the development and creation of Small Neighborhood Plans for the San Jose and TRG neighborhoods, in coordination with appropriate consulting firm(s), with a budget of \$100,000.00 of the specifics to be determined from the Council Contingency fund, second by Calixtro.

Jonrowe thanked Council for their consideration on this item and noted informative materials she had provided to Council. She added that she feels that this would align with 2030 Plan that was approved by Council. Jonrowe stated that other cities are using similar plans for similar areas. She added that this item would broaden the scope of the 2030 plan, provide a timeline, and secure a funding source.

Fought thanked Jonrowe for the opportunity to cosponsor and thinks it makes sense for the areas.

Calixtro stated that she lives in her Grandmother's home and she has six generations of her family in the San Jose neighborhood. She added provided history of the area and noted the richness of its history. Calixtro stated that this would let people feel welcome in the area. She thanked Jonrowe and Fought for working on the item.

Triggs stated his support for the item.

Pitts stated prior discussion about the areas and stated that he is also supportive of the item.

Gonzalez stated the need to preserve the history of the areas and provided his support.

Morgan stated that in staff's budget proposal for next year the TRG area plan was proposed as \$50,000. He added that with the expanded scope of including San Jose, staff will work on doing a Workshop to clarify the scope of the project. Jonrowe stated she was fine with the suggestions and asked for a possible timeline. Morgan stated that the timeline will be discussed at the Workshop. Calixtro also agreed with the suggestion and had no additional comments.

Karen Frost, Assistant City Secretary, read public comments that were submitted via email in the following order (comments appear exactly as submitted):

Paulette Taylor - The Williamson County Sun's article indicated a development and creation of a Neighborhood Plan for the San Jose neighborhood with a budget of \$100,000 did not include the TRG Neighborhood. However, the City Council's agenda item K did. Please discuss details of the proposed budget's usage, along with a proposed timeline for the project. Documentations of TRG neighborhood concerns from previous meetings with Rachael Jonrowe, Sofia Nelson and Susan Watkins should be included in the development/creation package. Also, if a consultant is hired, will there be current input from both neighborhoods?

Norma Clark & Cecilly Clark (daughter) - Will the neighborhood residents be included in the development of the neighborhood plan? If so what will their role be in developing/executing the plan? Will any neighborhood resident have a voting role on any committee involved in the neighborhood plan or only the council member and consulting firm? What is the \$100,000 to be spent on, i.e. only the development of the plan or the execution of the project within the future plan? What are the elements/aspects of a neighborhood plan? How are those aspects identified to form a neighborhood plan, i.e. by the consulting firm, a committee, neighborhood residents or other? What other meetings should be expected for development/execution of the plan because the TRG neighborhood would like to be involved

to preserve the historic character of the neighborhood and not have the neighborhood overly commercialized or negatively impact aging residents.

Ron L. Swain - Mr. Mayor and Members of the City Council of Georgetown,
I am Ron Swain, Executive Director of the Getsemani Center at 412 E. 19th Street in Georgetown.

I am pleased to support the efforts of the residents and property owners of the historic Track-Ridge-Grasshopper (TRG) and San Jose neighborhoods in the Southeast section of Georgetown who have been working with the City's Planning Department to create Neighborhood Associations and develop Neighborhood Plans.

I believe that Neighborhood Associations will give the residents and property owners a needed voice into what type of construction and other developments taking place in these neighborhoods. In the past, there has been encroachments into these neighborhoods, creating traffic congestion, parking problems and other adverse conditions for the residents. Recent construction in the areas is often viewed as gentrification leading to increases in both property values and property taxes. There is little, if any, viable and vital commercial services in these neighborhoods. I believe that a qualified consultant, working with the residents and property owners and the City's Planning Department can create Neighborhood Plans, including zoning, construction and development guidelines that will enhance these neighborhoods and contribute to the rich diversity of our Beloved Georgetown as a Caring Community of Excellence and Compassion.

Thank you.

Yvonne Martinez - Please why did someone not get us all together in the neighborhood and form a council to get all this done. It would have been more helpful and cost efficient.

The following comments were made in person via the City Hall viewing room:

Frances Cunningham – She stated that she agreed with the comments that have been made about the community. She asked that the resident be allowed to work with the consultants.

Cora Marie Espy – She stated that wished the residents has been asked to be included. She also noted other problems in the area due to lack of respect for the area as well as safety issues.

The following comments were made during the meeting using the Zoom client:

Liz Weaver – She supported the providing historic designations for both TRG and San Jose. She explained her worry about property prices increasing even with the historic designation and that sometimes designation leads to restriction. She asked that there is plenty of communication to residents about the plus and negative side of a designation.

There was one more comment read aloud:

Mark Johns - I am glad the City has finally put this item on the agenda but it saddens me that it has taken so long. So many areas around town have been designated as historic areas but what about the black and mexican communities on the Ridge and San Jose that have been apart of the community for just as long? How is it that there are historic churches and even the Old Georgetown Cemetery on the ridge, yet it is not designated a historic district? How are there no restrictions on what can be built in these areas? As time passes, properties get sold and builders start building but there is no limit on what can be placed on the lot. You have \$500k+ homes mixed in with what were once low income housing. This item has taken so long to make it to the agenda that many of the families that have lived here for decades have been pushed out. This is due to the nonexistent limit on what can be built which leads huge houses that stick out like sore thumbs, along with increasing property taxes that our neighbors can't keep up with. I would like for the council to please consider approving this agenda to keep those families who helped build Georgetown stay in Georgetown and in the neighborhoods they love.

Council had no additional questions or comments.

Roll Call Vote

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- L. Consideration and possible action to approve the creation of a Resolution asking the members of the **Williamson County Commissioners' Court** to support the following actions: (1) a **historic plaque** being placed next to the **Confederate Sons of America (CSA) statue**, through the auspices of the Texas Historic Commission, that provides context about the time & place in which it was erected; and either (2) **relocating** the **statue** to the **IOOF cemetery** in Georgetown, to a location that will be donated by the city, or (3) in conjunction with **other Williamson County cities** willing to participate, cause to be formed a **Committee**, comprised of local historians, artists, and community leaders, which shall **oversee** the creation and implementation of an **Educational & Historic Plan** for the outdoor area surrounding the courthouse. This Plan shall incorporate cultural and artistic elements, both new and old, representing every known group that has called Williamson County home, and provide residents and visitors with the opportunity to learn about our shared history — that which is worth celebrating, and that from which we should learn -- Council Member Jonrowe and Council Member Calixtro

Motion by Jonrowe the Council moves forward with creating of a Resolution asking the members of the Williamson County Commissioners' Court to support the following actions: (1) a historic plaque being placed next to the Confederate Sons of America (CSA) statue, through the auspices of the Texas Historic Commission, that provides context about the time & place in which it was erected; and either (2) relocating the statue to the IOOF cemetery in Georgetown, to a location that will be donated by the city, or (3) in conjunction with other Williamson County cities willing to participate, cause to be formed a Committee, comprised of local historians, artists, and community leaders, which shall oversee the creation and implementation of an Educational & Historic Plan for the outdoor area surrounding the courthouse. This Plan shall incorporate cultural and artistic elements, both new and old, representing every known group that has called Williamson County home, and provide residents and visitors with the opportunity to learn about our shared history — that which is worth celebrating, and that from which we should learn, second by Calixtro.

Mayor Ross noted that because there are 20+ speakers each speaker will be allowed 2 minutes.

Frost read public comments that were submitted via email in the following order (comments appear exactly as submitted):

I.C. - I work several low wage jobs as a single parent to provide for myself and child and due to that I don't much time to keep up with much of anything. I learned about this confederate statue, that currently stands in mockery of and as a display of contempt towards the U.S. justice system, through a quick glance at social media. The idea that a statue that commemorates traitors to the U.S. and the U.S. Constitution, erected in front of a building that embodies the protection and implementation of the U.S. Constitution, is ignorant. The confederate soldiers fought to protect the Confederate States Constitution predicated by the wish to continue slavery on premise that some groups of humans were actually subhuman and deserved to be treated as such. Some people think this way to this day and I am a witness and victim of this. Ask yourselves why in 2016 when the Williamson County Commissioners had a chance to do a very minimal act to euphemize the acts of racism, violence and treason that the confederate statue stands for, they chose not to act? Complete removal of an object that glorifies hatred, denying human rights to all humans and treason, from a public space that is paid for by the diverse group of law abiding tax paying citizens, is the best way to declare that all those things are disgusting and that this council is not going to just sit and decorate our ugly past with feel good actions. The confederacy will live on in history books and in the hearts of the most die hard lovers of hate and a statue for that is not required. Thank you for your time.

Shelby K. Little - My name is Shelby K. Little and I am a resident of Georgetown.

I urge the Council to reject this resolution by voting "NO" on all the proposed "options". Appeasing the anarchists on this matter will only lead to further, even more, radical demands. You have seen the truth of this statement played out in real time on TV. It is obvious that these people want to destroy not only Confederate history, but all American history and

start over with their own interpretations with no rebuttals allowed. Do not let that happen here!

The moving or alteration of the Williamson County Confederate Soldiers and Sailors Memorial is a matter for the Commissioners Court of Williamson County to decide, not the City of Georgetown or any other community in our County. This Memorial has stood at the South entry to the Courthouse for over a century. It is a Veterans Memorial, not a monument to the Confederacy, secession, racism, or anything else - just the Confederate Veterans of that terrible conflict.

This resolution is nothing more than a flagrant attempt, on the part of the leftists on this Council, to override or unduly influence another autonomous level of government - the County Commissioners Court.

Resist the pressure to "show at least symbolic support" for the activists by sacrificing your long-held principles for the very brief adulation of the mob.

Nothing is to be gained by the passing of this resolution other than increased division and animosity among our citizens. Vote "NO"!

Thank you.

Jayson Sherman - Good afternoon to the members of the Georgetown City Council, My name is Jayson Sherman and I am a resident of District 7. I am a teacher and have been blessed to have called Georgetown my home for many years. I want to introduce myself to you and express my concerns about a symbol of white supremacy, racism, and hate that is located right on the steps of this city's courtroom. I am writing to ask you to take action to remove the Confederate Sons of America statue from the Georgetown city square. You, as the council, and we as the community, cannot anymore accept that state-sponsored symbols of institutional racism reside in our community.

When the statue was put up in 1916, the Williamson County Judge at the time stated that "This monument is erected to the heroism of the men who, for four years, made sacrifices, endured hardships and incurred dangers for a cause they believed to be right." The cause that they believed to be right was wrong. Fighting for the continued enslavement and oppression of African Americans was wrong. Celebrating the Confederate cause of white supremacy and hatred with this statue is wrong. In Item letter L you are considering taking action for an Educational and Historic plan to celebrate a shared history-that which is worth celebrating. White supremacy and the Confederate cause should be historically studied, but not celebrated, just as white supremacy and the causes of Nazism should be historically studied but not celebrated. Statues like the one in the city square are a constant reminder of the dehumanization of African Americans and the pushback against the civil rights and human rights of the black community. We can't change the culture of racism unless we change the celebration of racism. Removing this symbol of hatred and oppression is a start to making Georgetown an inclusive city that we can be proud of. Now is the time to take action and to prove that all lives matter by showing that Black Lives Matter. Please help us take a stand and remove this symbol of hatred and oppression from Georgetown's city square.

Madelyn Vaughn - I believe the Confederate statue on the Square should be relocated from its place of prominence. It serves as a reminder of the racist past. If we seek to remember history, we should see it through the eyes of the people who were persecuted. I read an article that said this statue of the Confederate soldier was built in order to honor the soldiers for fighting a cause they believed to be right. I think it is time to acknowledge that this cause does not align with our world anymore. It certainly doesn't align with our values. This statue is a glorification of everything we need to move away from and stands as a symbol for hate. If we want to remember the people of Texas history, we should remember those who fought for their freedom rather than those who sought to keep them down.

Heidi Beemer - I grew up in Virginia, the heart of the Civil War. I attended the Virginia Military Institute, where Andrew Jackson taught and is Commemorated with a statue at the main entrance of the schools barracks. Seeing that statue every day for four years, even being forced to salute it for 7 months my freshmen year, has had a momentous impact on my life. But not in a good way. Watching the cadets of color around me and how these symbols personally affected them where eye opening. Even in a place of true history for the civil war, at a school where cadets actually fought in a major battle, history can be remembered or used as a means to instill fear in a percent of the population. The statue in the Georgetown square, was not built to honor history, it was built to instill fear and actions must be taken to correct this 100 year injustice.

I am now a resident of Georgetown and have lived here for four years. I have been disgusted by the placement of the Confederate Soldiers and Sailors Monument since we arrived to live in this town. This statue was built in 1916 at the height of the Jim Crow era, with the intent of showing black Texas residents that they are not welcome and will not be fairly provided justice. These statues across the country were paid for and lobbied for be white supremacy and they exist, not to represent history in any form, but to remind a portion of the population of their inferiority compared to whites. The "most beautiful square In Texas" can not rightly maintain this title when fear and hate stands on the steps of government buildings. The only tolerable action would be to move the statue to a Cemetery. Any other action would be a statement that supports racisms and hate towards the citizens of Williamson county.

Nothing is lost by moving the statue, but there is so much to gain. Schools will continue to teach the history of our country; books, Museums, Historic battlefields, and the internet will be around to tell the stories of this war. Removing one statue will not lead to Wilco citizens forgetting that it happened. But moving the statue to a cemetery will allow all citizens to feel safe and included in Georgetown Texas. We have the opportunity to be on the right side of history and I beg that this council does not waste that opportunity.

Thank you for your time.

Tom Sourbeer - It's 2020, not 1920. Time for the Confederate statue in the Square to be relocated.

Saul Zuniga - I am a student of Southwestern University majoring in history. I highly value the study of history. However, the presence of a Confederate statue in front of a state building

made to represent it's people, is problematic. I ask that the city officials bring the statue down and have it be placed at the local museum.

Finally, I would like to remind people that Williamson county was one of the handful of Texas counties that voted against the ordinance to withdraw from the Union. There were stories of people from Williamson county fleeing to Mexico for many reasons including not wanting to play a part in the war. The family of Sam Houston, a known unionist, would spend much of their time in Georgetown after the war. The people of Georgetown already voiced their opinion about the Confederacy 159 years ago.

Deena Bosier - Remove the statue and put it in the cemetery or a park.

Cameron Eagle - Please remove the statue.

Debbie McGuyer - The time to remove this statue glorifying the traitors who fought against the US army is overdue. This was placed long after the civil war ended by white supremacists. Until it is removed Georgetown can not claim to be "The most beautiful town square in Texas" as this is a symbol of a very ugly period in our history.

Marcial Guajardo - I vote for removal of the Confederate statue. Also, I'm in favor of private citizens funding the removal themselves, if city council members balk on removal due to costs.

Audrey Farias - I would like to start by thanking the council for their service and willingness to address this sensitive issue with the care and consideration it deserves. I have lived in Williamson county most of my life. My parents still live in the house I grew up in, in round rock, and my husband and I are proud to call Leander home. We love this county for it's diversity and inclusion. It is just as welcoming to new arrivals as it is to Texas natives, like myself. This monument, while purported to serve as commemoration of Confederate heroes, is a vestige of a time when our community was less accepting. It stands as a symbol of our racist past. This does not represent the community I know or want to be a part of. It's time to move it from it's place of prominence in the city square of our county seat to a place where it can be viewed in its full historical context, and replace it with a celebration of the inclusive county I know and love. Thank you for your time, I have full faith that y'all will make the right decision to remove this monument to hate that causes nothing but pain.

Michelle Augustine - I am in support of Item L and I am asking City Council to create and pass a resolution asking the Wilco County Commissioners to take action on the Confederate Monument on the Georgetown Square.

Even though a member in my household has a great grandfather who fought in the Civil War, my family realizes the importance of educating the public with a historical narrative, one that provides a more accurate and broader scope of history, rather than what is being taught today and perpetuated by a select group.

I have been actively trying to raise awareness of the history of this monument and have been part of several groups who have tried to offer their perspective to the Wilco Commissioners - all to no avail, it seems.

Anthony James Deuser - My name is Jim Deuser, a resident of Georgetown and a member of the Courageous Conversations movement. I wish to lend my support to the creation of a resolution requested by Ms Jonrowe and Ms Calixtro regarding the request to the Williamson County Commissioners Court that some action be taken as pertains to the Confederate statue. Such action is long overdue and the racist message conveyed by the statue without historical context is abhorrent. Thank you.

Molly Hornbuckle - I write to express support for the resolution requesting the Williamson County Commissioners Court address the issue of the memorial on the county courthouse grounds.

Surely there are no more words needed to convince thoughtful citizens of our community that this monument represents a time in our country when intimidation, segregation and discrimination of black citizens was acceptable. There is no historical value for the monument to remain, especially without an explanation of context. All the monument represents now, after the unspeakable and countless tragic deaths of black people at the hands of white people over many decades, is that we are in denial of the racist lens through which we see our neighbors of color. We do not need a monument that accepts and glorifies this racism.

Bill Hornbuckle - I speak in support of the resolution requesting the Williamson County Commissioners consider relocation of the confederate monument located at the Williamson County courthouse grounds.

The monument was constructed during an historical time when white people needed and wanted to express their dominance over people of color. Surely, we do not need to honor this expression any longer. The courthouse is the seat and symbol of America's intention to exercise equal justice to all, and thereby live up to the principles on which our country was founded. The monument remains a symbol of inequality, should be relocated, and replaced by thoughtful, interpretive information providing the true historical context of this region.

Maurine Rothschild - I strongly support City Council Members Jonrowe and Calixtro's resolution, Item L, to ask Wilco County Commissioners to take action on the Confederate monument. The Civil War/slavery and their ramifications will never end until we stop glorifying those who fought for the Confederacy. The South fought to preserve white supremacy, not to preserve states' rights or what they considered their "honorable" way of life. It's time to tell the truth, and the full Council should support this resolution.

Matthew Shappell - Many confederate memorials and celebrations began to spring up in the United States in the 1910s, mostly sponsored through organizations such as the United Daughter of the Confederacy. This particular statue was erected in 1916, around the time the KKK reformation in 1915, after its original form was smashed by Grant during his presidency.

These new statues were mass produced and glorified the south as having a righteous cause in an attempt to re-write history that its war and separation was all about "state's rights." To which, the follow-up must be, the state's right to do what? Obviously, for the south it was to own slaves. It was part of the Confederate Constitution, and the Cornerstone of the nation according to its own Vice President, Alexander H. Stephens. Prominently and proudly displaying this statue invokes memories of the wicked institution as a reminder and threat to the black community. This is hurtful and unbecoming of a welcoming community and nation. The statue belongs in a museum so it can be studied in context of history, rather than glorifying the lost cause.

Anna Thompson - Please remove the confederate statue from the front of the courthouse. It is inappropriate to honor traitors to our country in public spaces. I encourage you to use the space for something for the public good, or to allow for empty green space instead.

Mark Costenbader - Even Robert E. Lee knew it was wrong:

"In this enlightened age, there are few I believe, but what will acknowledge, that slavery as an institution, is a moral & political evil in any Country. It is useless to expatiate on its disadvantages. I think it, however, a greater evil to the white man than to the black race, & while my feelings are strongly enlisted in behalf of the latter, my sympathies are more strong for the former. The blacks are immeasurably better off here than in Africa, morally, socially & physically. The painful discipline they are undergoing, is necessary for their instruction as a race, & I hope will prepare & lead them to better things. How long their subjugation may be necessary is known & ordered by a wise Merciful Providence."

The statues are there as a point of pride and honor, of which white supremacy and slavery are neither. It also subconsciously solidifies the superior/inferior doctrine. Read up on what the Daughters of the Confederacy were doing and why. It's not just symbols, it's the science of subliminal messages.

Remove the statue.

Kari Darr - I am protesting for the confederate statue to be removed from public. None of the three options on the agenda actually take it down. The first option to simply add a plaque is weak and does not take enough action. The option to move it to the cemetery is better than having it in front of the courthouse, but again it still does not remove it from public. The proposal to create an art park would be the best option ONLY if it actually included removing the statue, which it does not. Some people who are against removing confederate monuments are saying that it erases history and that we need to keep them as a reminder. But statues do not teach history- schools and books do. If it is a piece of history, why not move it to the history museum on the square? (assuming the figure on the plinth is separate and removable). Why not create a monument to historical Black people and people of color who have lived in Williamson county? This would be a much more positive and inclusive reminder of our history.

As I final note I'd like to point out that many statues across the country that have been left up are being vandalized or destroyed by angry protestors. Leaving this statue in public makes it

vulnerable to potential vandalism, so moving it to the museum (if possible) would protect it from any possible vandals now and in the future.

The following comments were made in person via the City Hall viewing room:

Carleton S. Wilkes – He stated that destroying the statue does nothing and asked that Council not poison the well. He added that confederates were not convicted of treason. He noted that the first acts of war were by the North. He stated that people should understand their history and provided many historical references to support his statement.

Linda Turner – She stated that statues have been erected for years and that 2020 sentiments are being placed on everyone. She noted the possibility of removing all statues and history is not for citizens to like or dislike. She added that the past is where you learn the lesson and the future is where you apply it. She noted that racism doesn't live in a statue but in the human heart and proposal be examined. Ms. Turner did not finish her statements as her time had run out.

Joseph Johnson – He thanked the Council for brining forward this item. He noted his family history including fighting in the Civil War. He stated that this statue causes pain and noted the offensive comments he saw on social media and other actions related to this item.

Sally Zaleski – She supported the removal of the statue as it is not a proper representation of the City. She stated that she supported moving the statue to either the cemetery.

Thomas Hutchison – He noted Alexander Stephen's Cornerstone Speech and its references to slavery. He stated the statue should be removed.

The following comments were made during the meeting using the Zoom client:

Kim Denning – She spoke as an advocate and historian. She noted that she is very familiar with ugly side of racism in Georgetown. She stated that she is writing a book about Georgetown that will be based around the time when the statue was erected. She referred to acts of violence against minorities in the area and the KKK trails.

Jonrowe stated that the City has moral obligation to discuss the future of the statue and even though it lies on County property it is located on the City Square. She added that her preferred option is the place statue at the IOOF cemetery with a plaque providing information and move forward with an education plan. Jonrowe wondered why people get passionate about symbols and added that it is because they matter. She added that symbols do not represent all of history but do assist in telling the story of history. Jonrowe stated that these Confederate remnants no longer hold value. She noted the need for action to contextualize the statue, similar to other action taken across the nation. Jonrowe quoted Robert E. Lee and stated that his words support the proposed action.

Calixtro provided a statement from the National Trust for Historic Preservation related to Confederate monuments. She added when she is on the Square she tries to avoid viewing the monument because the monument is painful. Calixtro wants everyone to be able to walk the Square and feel safe and happy. She stated that the young people are organizing and think differently which is a good thing because they will move the Country forward. Calixtro stated that she feels the best place for statue is in the cemetery standing watch over the dead soldiers. She stated that she wants people to be able to respect one another not matter their beliefs.

Pitts stated that he has heard many arguments regarding the removal of the statue. He added that this is not about the statue, but about one governing body telling another one what to do. Pitts stated that Council has made it a policy to no issue non-legislative Resolutions, not to bring national politics to the City. He added that this is a County issue and Council should concentrate on City issues. Pitts stated that he has spoken with his County Commissioner but does not support the item.

Triggs stated that he's not quite sure what the Resolutions is attempting to do, and he would prefer to listen to other Council Members comments.

Fought stated that Council has a long-standing practice of focusing on actionable items. He added that the last time Council was asked to do something like this was several years ago by Southwestern students related to beef production, which produced a hearty debate and Council opted not to pass the Resolution. Fought stated that even if Council has supported the Resolution it would have been for nothing. He added that Council then decided to stay within their purview. Fought stated that even tough it is an important topic, but it is not up to Council. He added that he would support a veteran's cemetery. Fought stated that this would have been better suited for a Workshop and this is the wrong process to address the topic. He added that he has expressed his concerns about the statue, but he will continue to do so as an individual.

Gonzalez stated that he doesn't believe in removing historic statues or markers as they represent snapshots of history. He added that the City should look at the good and learn from the bad and vow not to repeat the bad. Gonzalez stated that the City doesn't control the monument. He then noted that two of the founders of Southwestern University were slave owners. Gonzalez provided information about racist related event related to Southwestern University. He added that the City has never address the University and suggested the City disassociate itself based on its racist history. Gonzalez stated that if the City is going to do this, then it should start with things the City can control and then suggested putting these types of issues on a Countywide ballot. He added that history needs to be protected and learned from.

Jonrowe stated that she doesn't shy away from learning the uglier parts of history and she would be happy to engage Southwestern University students and discuss the history of the university. She added that she feels Southwestern staff and students would likely embrace the discussion. Jonrowe noted she finds it ironic that Gonzalez suggest that the City has not authority over the County and yet proposed working on university related changes where City also does not have authority. She stated the Civil War is one of the most written about points of history. Jonrowe stated that the statue is not about teaching history, but about showing what the community represents. She added that related to when a Council Member brings about an item for action or workshop is not defined. Jonrowe stated that she feels the City has an obligation as representatives of the City to work on moving the statue.

Calixtro stated that she does not feel this is about erasing history. She added that the statue is a divisive symbol and noted that Fought's suggestion of a veteran's cemetery would also be appropriate.

Pitts stated that this is not a debate about a statue, but instead about process and sending a Resolutions will do nothing to move the statue.

Triggs stated that he is a product of the Vietnam War and there were a lot of soldiers who did not support the war but had to go fight in it. He added that this statue is not about a famous general but is a statue about possible poor farmers who got caught up in things. Triggs stated that he would rather deal with it by discussing with the County which he has already done.

Gonzalez stated that he would also be willing to discuss history with Southwestern and he is happy that people are talking about history. He added that people can interpret history differently and it is up to individuals to teach their ancestors what that statue represents to them. Gonzalez stated that we are a country forgiveness and there is no place for racism. He noted that teaching and discussing history is the best learning tool. Gonzalez stated that Southwestern University is a great institution that has a racist past like many universities in the South. He added that he does not know anyone who honors a Confederate family member, but still supports slavery.

Mayor Ross provided Jonrowe the last word. She had no additional comments. He then thanked Council for how they addressed the issue.

Roll Call Vote

Calixtro – Yes

Triggs – No

Fought – No

Pitts – No

Jonrowe – Yes

Gonzalez – No

Motion failed 4-2 (Triggs, Fought, Pitts, and Gonzalez against; Calixtro and Jonrowe for; and District 2 vacant).

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.

M. 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.

N. 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

Adjournment

Motion by Fought, second by Gonzalez.

Roll Call Vote

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 6-0 (District 2 vacant).

Meeting adjourned at 8:08 p.m.

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

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

SUBJECT:

Consideration and possible action to approve the **membership** of a **Bond Citizen Committee** to determine a **potential Mobility Bond package** targeting the **May 2021 election date** -- Bridget Hinze Weber, Assistant to the City Manager

ITEM SUMMARY:

At the May 12, 2020, Council Workshop, staff presented a proposed Mobility Bond process to City Council, including: the purpose, tentative schedule, Citizen Advisory Bond Committee structure, public engagement and education, and anticipated cost to coordinate the bond program. At the Workshop, Council directed staff to target the election date of May 1, 2021. As part of the bond program, a Citizen Advisory Bond Committee will be formed to oversee the bond program and provide input to staff. The primary responsibilities of the committee will be to review and rank proposed projects and to consider the financial feasibility of those projects; provide opportunities for community input; submit a report to Council with final project recommendations; and finally, to serve a community educators throughout the entire bond program and election.

The Citizen Advisory Bond Committee will be comprised of 16 members appointed by Mayor and Council. The Mayor will appoint two co-chairs to serve and each Councilmember will appoint two members to serve. This item is the consideration of the appointments.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Shirley Rinn on behalf of Bridget Hinze Weber, Assistant to the City Manager

ATTACHMENTS:

Mobility Bond Citizen Committee Roster

MOBILITY GEORGETOWN CITIZEN ADVISORY COMMITTEE

District	Name
Mayor	Ercel Brashear
Mayor	Chere Heintzmann
District 1	Alison McKee
District 1	Bob Smith
District 2	Keith Brainard
District 2	Bill Dryden
District 3	Rich Barbee
District 3	Walter Bradley
District 4	Kathy Sutphin
District 4	Steve Ricks
District 5	Steve Bohnenkamp
District 5	Kimberly Bronner
District 6	Glenn Holzer
District 6	Jesse Saunders
District 7	Regina Watson
District 7	Chris Leon

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

SUBJECT:

Consideration and possible action to approve a purchase with **Stonhard**, a division of StonCor Group, for **floor coverings, supplies, and services** at the Georgetown **Animal Shelter** utilizing The Interlocal Purchasing System (**TIPS**) **RFP 171103** in the amount of **\$81,961.00** -- Jackson Daly, Community Services Director

ITEM SUMMARY:

In coordination with the City's Facilities Department, it has been determined the current flooring in the Georgetown Animal Shelter dog kennels needs to be replaced. The current flooring application is failing and has been highlighted as a shortcoming at the shelter in the annual State Inspection in the previous two years. The proposed product has a 5-year warranty and positive references from similar city-owned shelters.

FINANCIAL IMPACT:

Funding for this project has been appropriated. \$35,000 will come from the Facilities Internal Services Fund (ISF). \$55,000 will also come from the Animal Shelter Special Revenue Fund (SRF). Installation will cost \$81,961.

The cost for the installation does not include the cost of removing and reinstalling the kennel fences (\$5,500), nor does it include the cost of the 3-phase generators and cords needed for this project (\$2,330).

The entire cost of the project is expected to not exceed \$90,000.

SUBMITTED BY:

Jackson Daly

ATTACHMENTS:

TIPS RFP 171103 - Floor Covering Supplies Contract with Stonhard

TIPS Pricing

Stonhard Scope of Work and Warranty

TIPS VENDOR AGREEMENT

Between Stonhard, division of StonCor Group **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For RFP 171103 Floor Coverings, Supplies and Services - Part 1

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Page 1 of 12

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Page 2 of 12

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned company.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (3) year with an option for renewal for additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated

shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations

2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

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

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda,

that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686.
And by an email sent to bids@tips-usa.com

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
-

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 171103 Floor Coverings, Supplies and Services - Part 1

Company Name Stonhard, division of StonCor Group, inc.
Address 1000 East Park Avenue
City Maple Shade State NJ Zip 08052
Phone 856-292-9027 Fax 856-321-7632
Email of Authorized Representative HRizor@stonhard.com
Name of Authorized Representative Hannah Rizor
Title Project Coordinator
Signature of Authorized Representative 
Date December 6, 2017
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 1/25/18

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department Building
Fax				
Bid Number	171103			Floor/Room
Title	Floor Coverings, Supplies and Services	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	11/2/2017 08:02 AM (CT)			Email
Close Date	12/15/2017 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Stonhard, division of StonCor Group, inc.
 Address 1000 East Park Avenue
 Maple Shade, NJ 08052
 Contact Hannah Rizor
 Department
 Building
 Floor/Room
 Telephone (856) 292-9027
 Fax (856) 321-7632
 Email HRizor@stonhard.com
 Submitted 12/14/2017 02:46:49 PM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Hannah Rizor

Email HRizor@stonhard.com

Supplier Notes

Bid Notes

This is a Two-Part Solicitation

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	STONHARD SOLVES FLOORING PROBLEMS. Punishing chemical assault, unremitting abrasion and impact, wet conditions, thermal shock — our proven performance systems are designed for the toughest environments. They are also designed with the planner in mind, offering infinite design possibilities and the ability to customize and optimize colors, patterns and finishes. Maintenance is minimal, because seamless means cleaner. Stonhard takes full responsibility for customer satisfaction, from raw materials to installed systems. Over 300 Territory Managers, Architectural/Engineer and Design teams, and 200 application teams worldwide see that projects are completed on time and successfully meet all standards. Stonhard provides comprehensive support, whether it's a single location, or part of a multi-national network. Unparalleled products, easy maintenance, seamless, customized designs and our reliable single source warranty on it all.
6	Primary Contact Name	Primary Contact Name	Scott Garstka
7	Primary Contact Title	Primary Contact Title	Manager Global Accounts
8	Primary Contact Email	Primary Contact Email	sgarstka@stonhard.com

9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8008540310
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8563217510
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4132379267
12	Secondary Contact Name	Secondary Contact Name	John Walsh
13	Secondary Contact Title	Secondary Contact Title	Vice President of Business Development for The Stonhard Group
14	Secondary Contact Email	Secondary Contact Email	jwalsh@stonhard.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8008540310
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8563217510
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6098417044
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Hannah Rizor
19	Admin Fee Contact Email	Admin Fee Contact Email	HRizor@stonhard.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8562929027
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Hannah Rizor
22	Purchase Order Contact Email	Purchase Order Contact Email	HRizor@stonhard.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8562929027
24	Company Website	Company Website (Format - www.company.com)	www.stonhard.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	56-0184790
26	Primary Address	Primary Address	1000 East Park Avenue
27	Primary Address City	Primary Address City	Maple Shade
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	NJ
29	Primary Address Zip	Primary Address Zip	08052
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Flooring, resinous, epoxy, coating, Stonhard, floor, urethane, seamless, Fluid applied floor, seamless floor, slip resistant, non skid textured floor, ADA compliant floor, urethane floor, Sika, General Polymers, Sherwin Williams, Duraflex, Key Resin, Tnemec, floor coating flake floor Terrazzo decorative industrial floor School flooring, hospital flooring,

31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Maple Shade
34	Company Residence (State)	Vendor's principal place of business is in the state of?	NJ
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "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."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)

40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	0%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No
44	Start Time	Average start time after receipt of customer order is ____ working days?	2
45	Years Experience	Company years experience in this category?	95
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes

49 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

50 Texas HB 89- Texas Government code §2270 compliance

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A 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.

I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.
I swear and affirm that the above is true and correct by a "YES" response.

- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ
- If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686
- No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ
- If yes (above), have you filed a form CIQ as directed here? No
- 53 Regulatory Standing
- I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.
- Yes
- 54 Regulatory Standing
- Regulatory Standing explanation of no answer on previous question.
- 55 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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 1986 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.

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

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| 59 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p> | (No Response Required) |
| 60 | 2 CFR PART 200 Contracts | <p>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 U.S.C. 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. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p> | Yes |
| 61 | 2 CFR PART 200 Termination | <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p> | Yes |

62	2 CFR PART 200 Clean Air Act	Yes
63	<p>2 CFR PART 200 Byrd Anti-Lobbying Amendment</p> <p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?</p> <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?</p>	Yes
64	<p>2 CFR PART 200 Federal Rule</p> <p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes

67 Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
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68 Remedies Explanation of No Answer

69 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
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70 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes
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Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

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| 71 | Alternative Dispute Resolution | Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.
Do you agree to these terms? | Yes, I Agree |
| 72 | Alternative Dispute Resolution Explanation of No Answer | | |
| 73 | Infringement(s) | The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.
Do you agree to these terms? | Yes, I Agree |
| 74 | Infringement(s) Explanation of No Answer | | |
| 75 | Acts or Omissions | The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms? | Yes, I Agree |
| 76 | Acts or Omissions Explanation of No Answer | | |
| 77 | Contract Governance | Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language. | Yes |

78 Payment Terms and Funding Out Clause

Payment Terms:

Yes

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

79 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

<p>80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.</p> <p>Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:</p> <p>(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.</p> <p>I certify that:</p> <p>NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.</p> <p>OR</p> <p>SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.</p> <p>(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.</p> <p>(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>81 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

82	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
83	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
84	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	
85	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)

Line Items		
Response Total:		\$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Williamson County Schools	Phil Devine	phild@wcs.edu	(615) 472-4971
Wilson County Schools	Melody Turner	turnerm@wcshools.com	(615) 642-0216
North East Independent School Dist.	Larry Rodriguez (Maintenance)	lrodri1@neisd.net	(210) 776-9031
North East Independent School Dist.	Garrett Sullivan (Construction)	gsulli@neisd.net	(210) 643-2682

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Stonhard, division of StonCor Group, inc.

Name/Address of Organization

Brianna Palmucci
Supervisor, Contract Administration

Name/Title of Submitting Official



Signature

December 6, 2017

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), 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 of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "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."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Brianna Palmucci
Supervisor, Contract Administration

Official: _____
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: Brianna Palmucci

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: _____

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

RFP 171103 Floor Coverings, Supplies and Services - Part 1
CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Stonhard, division of StonCor Group, inc.
(Name of Corporation)

I, Stephanie Estel certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Brianne Palmucci
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Supervisor Contract Administration
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL if available

Stephanie Estel
SIGNATURE

Stephanie Estel
Assistant Secretary

December 6, 2017

DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

☒ YES or NO ☐

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

☒ YES or NO ☐

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Stonhard, division of StonCor Group, inc.

Print name of authorized representative Brianne Palmucci

Signature of authorized representative B. Palmucci

Date December 6, 2017

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A 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.

I, Brian Palmucci as an authorized representative of
Stonhard, division of StonCor Group, inc., a contractor/vendor
 Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)
 4845 Highway 271 North
 Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

B. Palmucci December 6, 2017
 Signature of Named Authorized Company Representative Date

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Stonhard, Division of StonCor Group, Inc.

Name of company expressly waiving confidential status of material

Brianna Palmucci
Supervisor, Contract Administration

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

1005E Park Ave City Maple Shade NJ 08052 806-854-0310
Address City State ZIP Phone



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☒ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - No
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

SAMPLE

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SAMPLE - COMPLETE UPON BID OF SPECIFIC PROJECT

SECTION-1: RESPONDENT AND REQUISITION INFORM

- a. Respondent (Company) Name: United Resin, Inc. State of Texas VID #: 1815363883000
Point of Contact: Stephen Ramirez Phone #: 281-788-4029
E-mail Address: stephen@unitedresininc.com Fax #: _____
- b. Is your company a State of Texas certified HUB? ☒ - Yes ☐ - No
- c. Requisition #: SAMPLE Bid Open Date: SAMPLE

(mm/dd/yyyy)

Enter your company's name here: United Resin, Inc.Requisition #: SAMPLE**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
☒ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1	SAMPLE	%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- ☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: United Resin, inc.Requisition #: SAMPLE**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)**

- a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16	SAMPLE	%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: United Resin, inc.Requisition #: SAMPLE**SECTION-3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- ☐ - Yes (If *Yes*, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☐ - No (If *No*, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SAMPLE

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

SAMPLE

Signature

Printed Name

Title

Date
(mm/dd/yyyy)**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

Requisition #: SAMPLE

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: Description: SAMPLE

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB

[illegible]

Page 1 of 1
(Attachment A)406

HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: United Resin, inc.

Requisition #: SAMPLE

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: SAMPLE - COMPLETE UPON BID OF SPECIFIC PROJECT

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, to continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/tpasscblsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
SAMPLE			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
SAMPLE		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: United Resin, inc.

Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: SAMPLE

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
SAMPLE	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

SAMPLE - COMPLETE UPON BID OF SPECIFIC PROJECT

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: SAMPLE State of Texas VID #: _____
Point-of-Contact: _____ Phone #: _____
E-mail Address: _____ Fax #: _____

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: SAMPLE Phone #: _____
Point-of-Contact: _____ Bid Open Date: _____
Requisition #: _____ (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,
we must receive your bid response no later than Select on _____
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

SAMPLE - COMPLETE UPON BID OF SPECIFIC PROJECT

3. Required Qualifications:

☐ - Not Applicable

SAMPLE - COMPLETE UPON BID OF SPECIFIC PROJECT

4. Bonding/Insurance Requirements:

☐ - Not Applicable

SAMPLE - COMPLETE UPON BID OF SPECIFIC PROJECT

5. Location to review plans/specifications:

☐ - Not Applicable

SAMPLE - COMPLETE UPON BID OF SPECIFIC PROJECT



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1815363883000
File/Vendor Number:	502378
Approval Date:	03-MAY-2017
Scheduled Expiration Date:	03-MAY-2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

UNITED RESIN INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 05-MAY-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

1815363883000 502378
UNITED RESIN INC.
1533 EMERALD LAKES DR
WILLIS, TX 77378-6149

ONE YEAR WARRANTY

Stonhard, Division of StonCor Group, Inc.

Project: Project
Location: Address
Stonhard Project No.: XXXXXX
Contract or Job No.: XXXXXX

The products and labor, furnished by Stonhard, Division of StonCor Group, Inc. ("Work"), **Systems**, are subject to the express warranty set forth below:

1. **WARRANTY.** Stonhard warrants that the products will bond to the substrate, will not blister, will be free from manufacturing defects, and will otherwise conform to the Product Data Sheets and Chemical Resistance Guides that were in effect at the time of the commencement of installation.
2. **PERIOD OF WARRANTY.** This warranty is for a period of **one** year from **Date** (if blank, the warranty commences on the date of substantial completion of the Work. Where the Work is performed in separate and distinct phases or mobilizations, the date of substantial completion for the work in a particular phase or mobilization is the date when work in that particular phase or mobilization is completed, not when all of Stonhard's work is completed or the completion of the entire project.)
3. **LIMITATION OF REMEDY.** As to any products that were defectively manufactured or installed ("Warranty Issue") discovered on or before the end of the warranty period, Stonhard's liability is limited to furnishing the labor and materials necessary to repair the defective areas. Such repairs are Customer's exclusive remedy and the limit of liability of Stonhard, regardless of Customer's damages, including incidental and consequential damages, and regardless of any legal theory, including tort, contract, and strict liability. **IN NO EVENT SHALL STONHARD OR THEIR SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.**
4. **NOTICE OF DEFECT.** Upon discovery of a Warranty Issue, Customer shall notify Stonhard by certified mail within thirty (30) days of the Warranty Issue ("Notice of Defect"). The Notice of Defect must set forth the factual basis for the Warranty Issue.
5. **COOPERATION BY CUSTOMER.** Customer shall afford Stonhard a reasonable opportunity to investigate any alleged flooring defect and shall cooperate fully with such investigation.
6. **TERMS OF REPAIRS:**
Defective areas will be repaired within a reasonable period of time after said notice to Stonhard, subject to delays by strikes, acts of God, or other causes beyond reasonable control of Stonhard, and provided that, in the case of repairs, Customer has removed at its sole cost and expense all obstructions which would hinder or interfere with repairs being made in the most expedient and least costly manner.

STONHARD

7. EXCLUSIONS FROM WARRANTY:

The following items are not covered by this warranty:

- a. discoloration or staining;
- b. reasonable variations in color between samples, installed products, and repair materials;
- c. misuse, abuse, or improper maintenance of the floor;
- d. ordinary wear and tear, gouging, impact, or failure of the customer to protect the work;
- e. except when a moisture-mitigation system is installed, the effects of osmotic or hydrostatic pressure or moisture vapor transmission; or,
- f. vandalism or acts of God or war.

The following items will void this warranty:

- a. Stonhard is not paid timely and in full for all goods and services sold by it in connection with the project;
- b. the nature of the service conditions to which the flooring system is subjected changes in any significant way from the service conditions described for the Project;
- c. flaws or errors in the design or construction of the substrate or ancillary facilities materially contribute to the failure of the floor;
- d. the Customer does not cooperate fully with reasonable investigations by Stonhard regarding alleged defects; or,
- e. Stonhard is not given timely notice in writing of any breach of warranty.

8. **DISCLAIMER. THIS IS THE SOLE WARRANTY GIVEN BY STONHARD. IT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The provisions of the warranty supersede any provisions to the contrary in any of Customer's forms or documents or otherwise.

9. **THIS WARRANTY IS NEITHER TRANSFERABLE NOR ASSIGNABLE.**

10. In the event of a warranty issue, please contact: **TM'sName** at 800.854.0310.

Stonhard, Division of StonCor Group, Inc.

BY: _____ Date: **Date**

Supervisor
Authorized Agent

CUSTOMER:

Customer
Attn:
Address
City ST Zip

TM/AD:wt





STONHARD

MANUFACTURER & INSTALLER OF SEAMLESS FLOOR SYSTEMS



More than 94 years.
Unprecedented leader in manufacturing
and installing seamless floors.



YOUR SPACE. OUR FLOORS.

STONHARD SOLVES FLOORING PROBLEMS. Punishing chemical assault, unrelenting abrasion and impact, wet conditions, thermal shock — our proven performance systems are designed for the toughest environments. They are also designed with the planner in mind, offering infinite design possibilities and the ability to customize and optimize colors, patterns and finishes. Maintenance is minimal, because seamless means cleaner. Stonhard takes full responsibility for customer satisfaction, from raw materials to installed systems. Over 300 Territory Managers, Architectural/Engineer and Design teams, and 200 application teams worldwide see that projects are completed on time and successfully meet all standards. Stonhard provides comprehensive support, whether it's a single location, or part of a multi-national network.

Unparalleled products, easy maintenance, seamless, customized designs and our reliable single source warranty on it all.

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	Installation	6
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MARKET APPLICATIONS

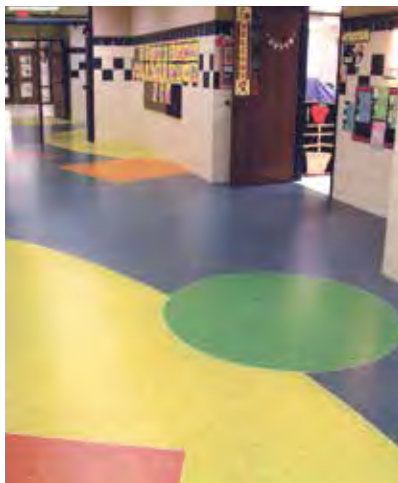
WE BRING YOU MORE FLOORS FOR MORE MARKETS

It's not just about offering a product; it's about delivering a solution. And we've been delivering flooring solutions for more than 94 years.

Chemical Resistant. Stain Resistant. Static Control. Recycled Elements. Slip Resistant. Stand up to Thermal Shock & Cycling. Impact & Abrasion Resistant. Easy to Clean. Resilient. Sound Reducing. Low VOCs. Infection Control.

We will help you find the right floor for your environment. Our sales force will work with you, one-on-one, to find the ideal floor solution. We also offer the expertise of our Architectural/Engineer and Design teams and Construction Management group. Our application teams will install your products, adhering to regulations and details, while honoring your work schedule.

STONHARD



TRAFFIC AISLES | AIRPORT CONCOURSES | PROCESSING AREAS | CAFETERIAS | CONTROL ROOMS | PACKAGING LINES
CLASSROOMS | ASSEMBLY AREAS | CORRIDORS | MACHINE AREAS | LOBBIES | KITCHENS | MAINTENANCE AREAS

**YOU'LL FIND OUR FLOORS WHEREVER THERE ARE INDUSTRIAL AND COMMERCIAL ENVIRONMENTS.
HERE ARE SOME OF THE CORE MARKETS WE SERVE:**



Aerospace / Automotive – assembly lines, battery rooms, control rooms, hangars, plating lines, loading docks, mechanical rooms, test areas/labs, clean rooms.



Chemical, Petro Chemical & Mining – processing, containment, tank farms, bulk storage, drum storage, refineries, clarifiers, trenches, sumps.



Education – Universities, K-12 schools, Vocational & Technical schools – classrooms, cafeterias, labs, libraries, multipurpose rooms, medical centers, stadiums, kitchens, vivariums, student centers, parking garages.



Electronics / Technology – assembly, data centers, fan decks, clean rooms, waffle slabs, plating lines, inspection labs.



Food & Beverage – bakeries, bottling lines, dairies, kitchens, coolers, mixing, meat packing, processing, packing.



Healthcare – ORs, patient rooms, corridors, ERs, labs, kitchens, laundry, mechanical rooms, nurses stations, operating suites, drop-off areas, parking garages.



Hospitality – lobbies, restaurants, kitchens, bars, fitness centers, casinos, nightclubs, pools, parking garages.



Pharmaceutical / Biotech – production, chemical storage, packing, labs, tableting, vivariums, washdown areas.



Retail – supermarkets, big box stores, malls, auto dealerships, parking garages.



Sports & Entertainment – stadiums, theme parks, arenas, zoos, museums, restaurants, concourses, concessions, retail, locker rooms, parking garages.



Transportation – Airports, Train Stations, Bus Terminals – concourses, maintenance facilities, baggage handling, hangars, waiting areas, kitchens & food service, restrooms, battery rooms, control rooms, service bays, train platforms, parking garages.



Water / Waste Water & Utilities – digesters, clarifiers, potable water contact, tank farms, unloading areas.



INSTALLATION

WE ARE RESPONSIBLE FOR YOUR INSTALLATION

Expect performance from start to finish. From design specifications, to project management, to the final walk through, Stonhard works with you to ensure complete satisfaction on every project. This means you always work with us directly and not with agents or distributors.



STONHARD single source

A **turnkey approach** means you'll receive high quality products and installations consistently. From people to products and services, quality and dependability are a constant with Stonhard.

The **single source warranty** is Stonhard's pledge of responsibility. Our Territory Managers are dedicated to your satisfaction. Site supervision and service are standard across the country and around the world.

Each Stonhard project receives attention on every level — multi-phase or small projects. Our Territory Managers, along with our Construction Management group, made up of 40 Project Managers, Site Superintendents and 200 application teams are your single source partners, assuring quality control, and integrated and flexible scheduling.

Stonhard offers the following technical literature:

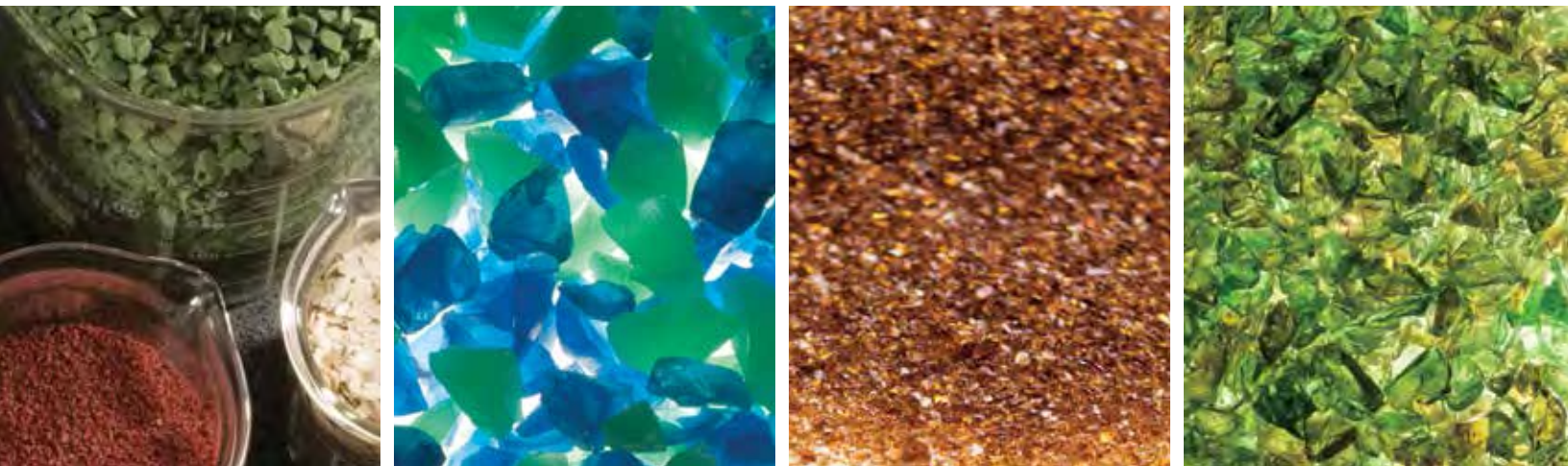
Product Data Sheets	Cleaning Procedures
Product Guide Specifications	USDA Certifications
Chemical Resistance Guides	Color Selection Guides
Safety Data Sheets	Product Samples
Case Histories	References



COLOR. SCALE. SCOPE.

Our floors are engineered for specific applications. From bustling, unrelenting process areas and kitchens, to soothing, healing environments; we manufacture and install seamless floors that meet your performance expectations and your design touchstones. In addition to a wide array of standard colors, we offer exclusive color palettes, tailored blends and customized logos. Our Territory Managers, along with our Architectural/Engineer and Design teams, will work with you to help with product selection.

You will find color selections in the product pages of this brochure, however not all standard colors are shown. For additional standard color collections, visit our website, stonhard.com or contact us for color sheets or samples. Custom color matching is available with sufficient lead time and minimum order requirements.



SUSTAINABILITY

HEALTHY PRODUCTS FOR HEALTHIER ENVIRONMENTS

The very makeup of our seamless, poured-in-place floors is sustainable. Our floors are bonded to a building's structure, so when a Stonhard floor reaches the end of its long life, it does not end up in a landfill. We incorporate recycled elements in our floor systems, produce rapidly renewable agro-based materials and utilize flexible packaging to eliminate pails and cans from entering the waste stream. HPDs – Our Architectural/Engineer and Design teams will provide HPDs on our flooring systems to assist in making healthy product choices.

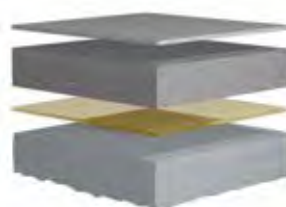


Indicates recycled glass in formulation. Ask your Stonhard representative about Stonhard's commitment to a healthier planet.



STONCLAD

Serious protection for heavy duty environments. Stonclad provides extraordinary performance under the most demanding conditions. Chemical, abrasion and impact-resistant systems assure durability and longevity. Specialized configurations meet the needs of static control and temperature dependent environments. Diversity and performance for the most rigorous industrial applications.



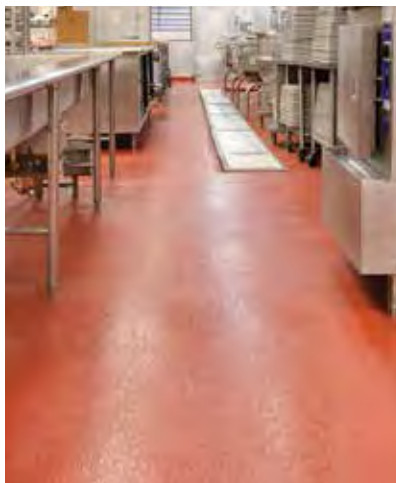
Stonhard Coating
(Optional)
Stonclad (Mortar)
Stonhard Primer
Substrate



Stonhard Coating
Broadcast Aggregate
Stonclad (Mortar)
Substrate

GS | GR | G2 | ESD | HT | UL | UR | Xpress

UT



STONCLAD® GS

Troweled epoxy mortar system providing superior impact and abrasion resistance with excellent chemical resistance.

STONCLAD® GR

Troweled epoxy mortar system with the same properties as Stonclad GS. This system utilizes 25% recycled glass fillers and a rapidly renewable component to enhance the material and make an environmental impact.

STONCLAD® G2

Sustainable, polyurethane mortar system that utilizes recycled glass and plant-based resins. Formulated for food environments to withstand thermal shock and cycling.

STONCLAD® ESD

Conductive elements formulated in an epoxy resin for static control and non-sparking properties.

STONCLAD® HT

Ultra-corrosion resistant epoxy mortar system formulated to withstand temperatures up to 200°F/93°C (250°F/121°C for intermittent spills).

STONCLAD® UL

Self-leveling, polyurethane mortar system that is chemical, impact and abrasion resistant, designed for dry food environments.

STONCLAD® UR

Troweled polyurethane mortar system designed for rapid installation in food environments, where thermal cycling/thermal shock conditions are present and texture is not a requirement.

STONCLAD® UT

Troweled polyurethane textured mortar system designed to withstand thermal shock/thermal cycling conditions for use in food environments.

STONCLAD® SL Xpress

Methyl methacrylate liquid-rich, self-leveling system that is impact, chemical and abrasion resistant when a quick installation is required. Solid color with optional tweed or flake designs available.

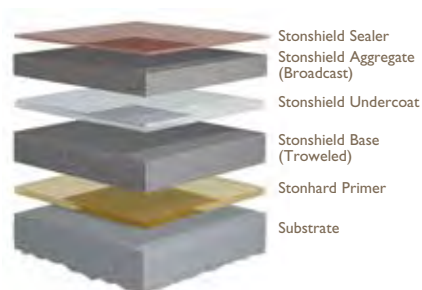
STONCLAD® TR Xpress

Methyl methacrylate troweled system that exhibits excellent impact, chemical and abrasion resistance with a tweed design for fast track installations.

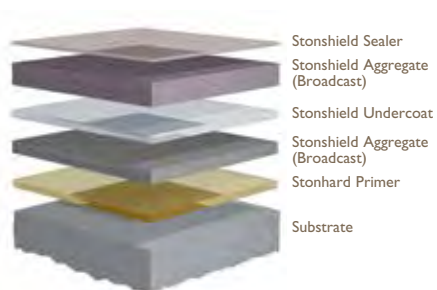


STONSHIELD

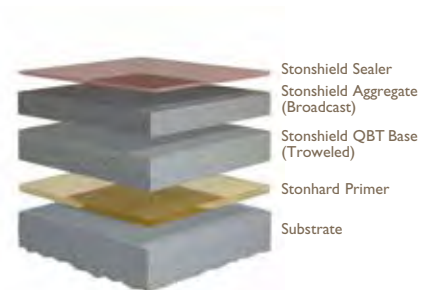
Textured, easy-to-clean, optimal design elements and floors that don't skimp on performance. These color quartz broadcast systems are a cost-effective option for light manufacturing areas. Discover the unlimited design capabilities available in various finishes, patterns and colors.



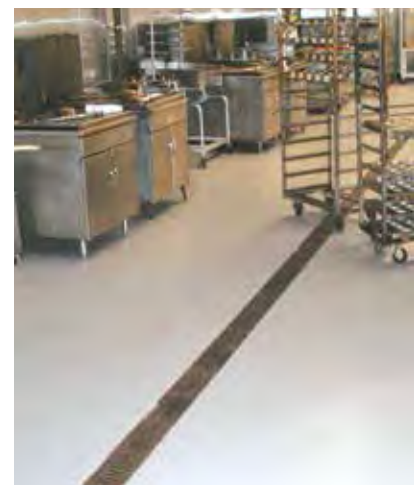
H R I | U R I



S L T | X p r e s s | U R T | E S D



Q B T



STONSHIELD® HRI

Troweled epoxy mortar-based, textured, slip-resistant system that is long-lasting, stylized and easy to clean. Perfect for food service and preparation, and light manufacturing. For education and healthcare environments, retail, sports and entertainment venues.

STONSHIELD® SLT

Cost-effective, textured, epoxy system for light traffic areas. Offers reduced resistance to heavy impact and loads. For education and healthcare environments, retail, sports and entertainment venues.

STONSHIELD® Xpress

Methyl methacrylate resin-based system providing excellent chemical and wear resistance, slip resistance and rapid installation time. For education and healthcare environments, retail, sports and entertainment venues.

STONSHIELD® URI

Troweled polyurethane, textured system designed for food preparation and service areas where thermal shock and cycling are present.

STONSHIELD® URT

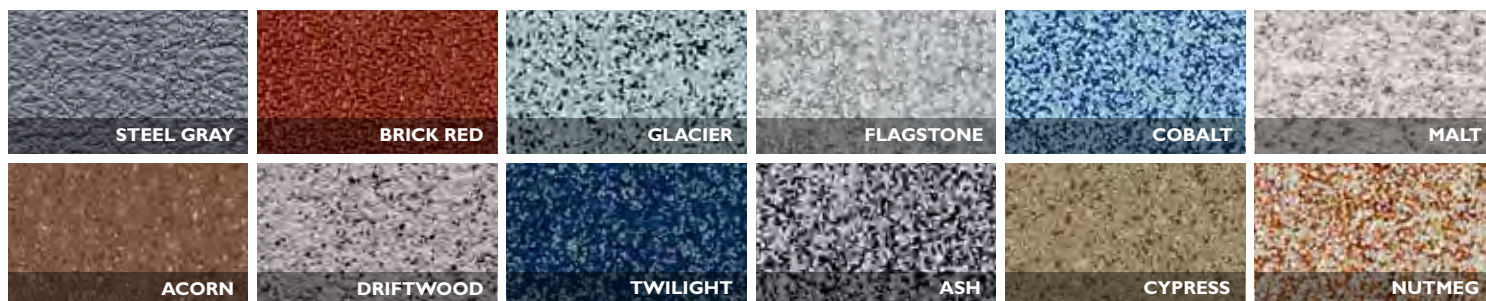
Cost-effective, textured, polyurethane system for light traffic areas. System offers good chemical resistance and excellent UV resistance and can be installed quickly with minimal odor.

STONSHIELD® ESD

Textured, conductive floor, offering superior static control properties. Ideal for use in AGV and traffic aisles, electronic parts assembly, when ESD-sensitive components are present.

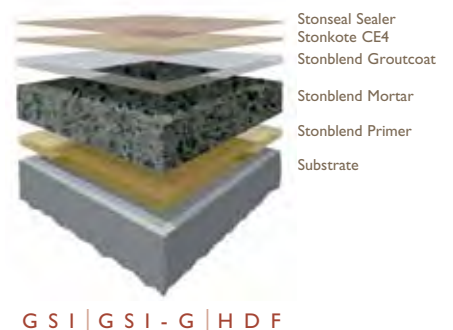
STONSHIELD® QBT

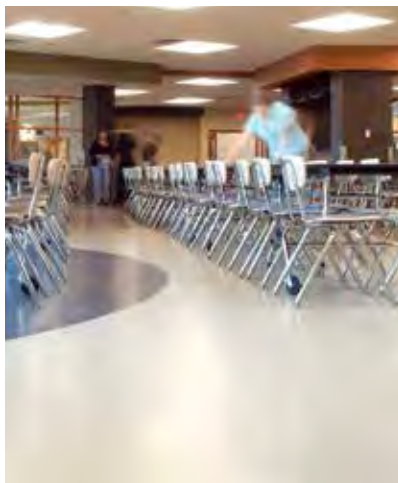
Troweled, epoxy mortar-based textured, slip-resistant, easy-to-clean system, designed for multiple smaller areas when a quick installation is necessary; two day install. Ideal for education, healthcare and retail environments.



STONBLEND

A workhorse for demanding environments, yet meets savvy design standards for today's planners. Smart, smooth, stain and wear-resistant floor system, Stonblend, a troweled, color quartz system is offered in sophisticated patterns and color blends for a broad range of settings, including an exclusive formulation that utilizes recycled glass.





STONBLEND® GSI

Striking appearance and cost-effective alternative to terrazzo. Perfect flooring solution for pharmaceutical and healthcare facilities, animal laboratories, packaging areas, plant offices, public areas and R&D facilities.

STONBLEND® GSI-G

Stain and wear-resistant epoxy mortar system that utilizes recycled glass aggregate in the surface of the system, creating a modern appearance, while remaining environmentally responsible. Performs in office and healthcare environments, educational and correctional institutions, pharmaceutical, packaging and R&D facilities.

STONBLEND® HDF

Decorative epoxy mortar system that exhibits increased physical properties, making it ideal for heavy duty pharmaceutical processing environments and animal laboratories.

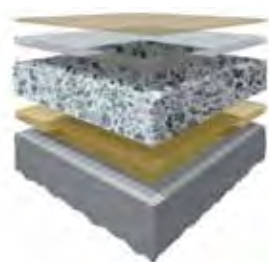
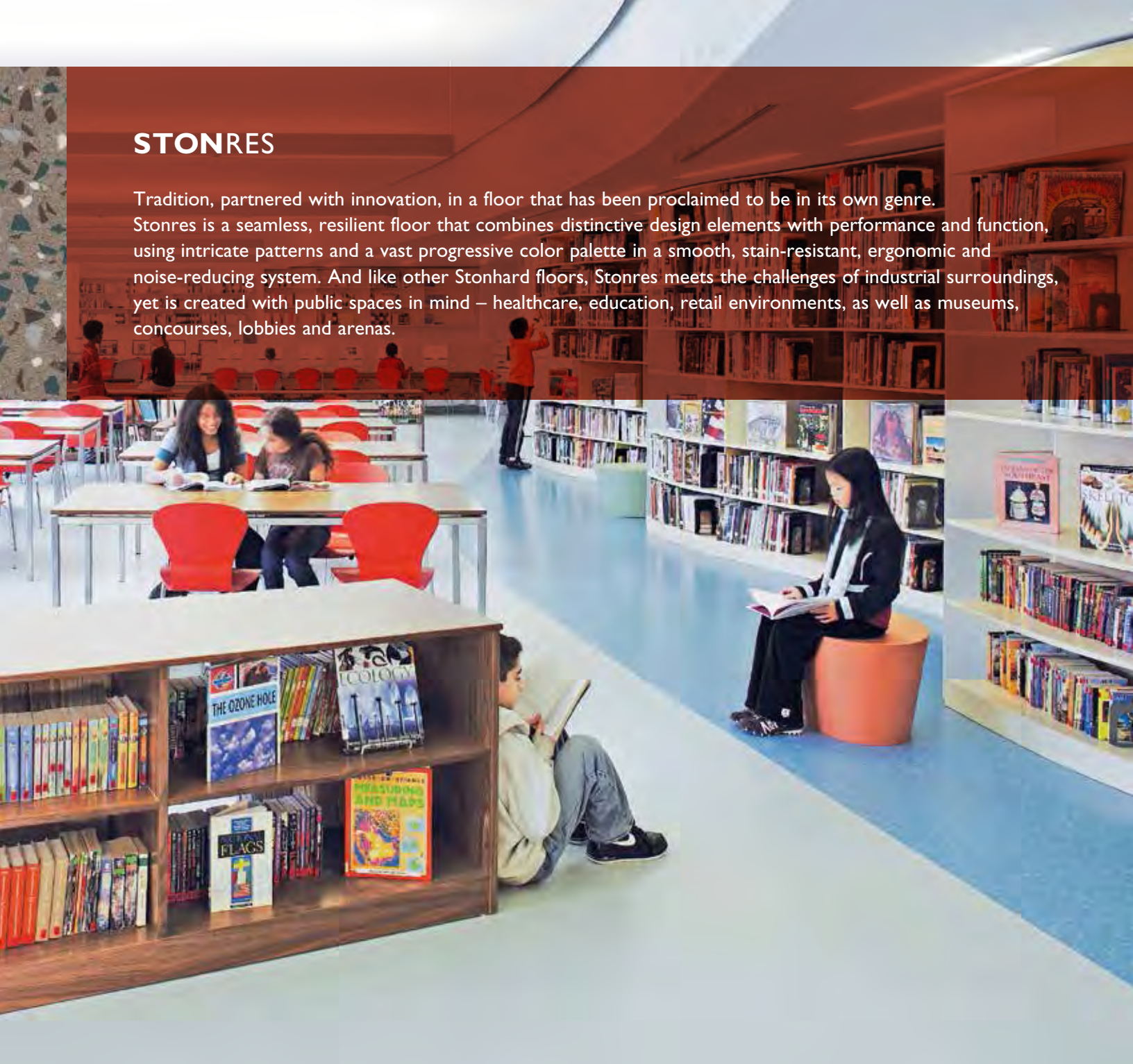
GSI / HDF

GSI-G

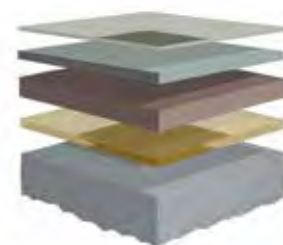


STONRES

Tradition, partnered with innovation, in a floor that has been proclaimed to be in its own genre. Stonres is a seamless, resilient floor that combines distinctive design elements with performance and function, using intricate patterns and a vast progressive color palette in a smooth, stain-resistant, ergonomic and noise-reducing system. And like other Stonhard floors, Stonres meets the challenges of industrial surroundings, yet is created with public spaces in mind – healthcare, education, retail environments, as well as museums, concourses, lobbies and arenas.



RTZ



STR



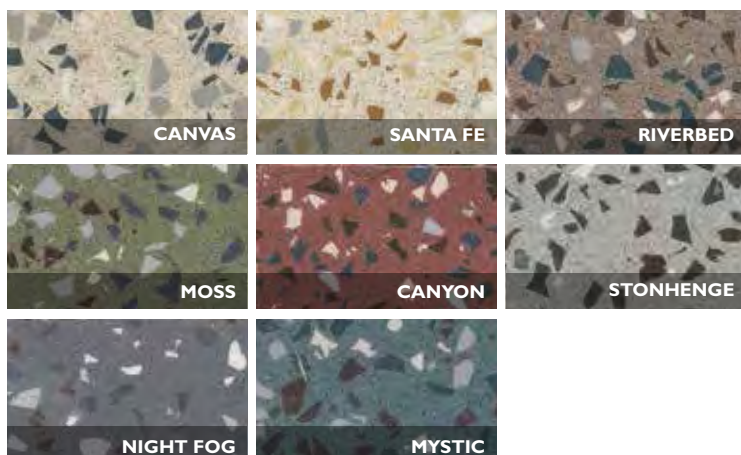
STONRES® RTZ

Ergonomic, resilient, noise-reducing floor that gives planners designer-worthy options for high profile public spaces. A bountiful color palette can be incorporated into traditional patterns or customized free-form designs for healthcare, education and public spaces. Highly recommended for ORs; supports infection control programs.

STONRES® STR

Ergonomic, resilient, noise-reducing urethane floor in a solid, matte finish. It is also ideal for open space projects, such as corridors and labs in hospitals and schools.

RTZ

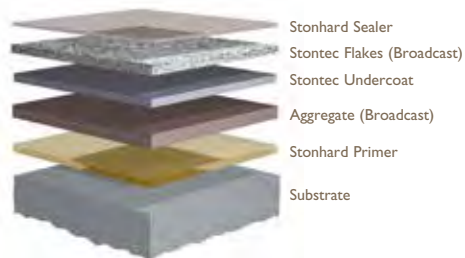


STR

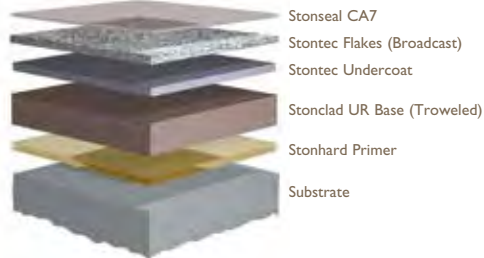


STONTEC

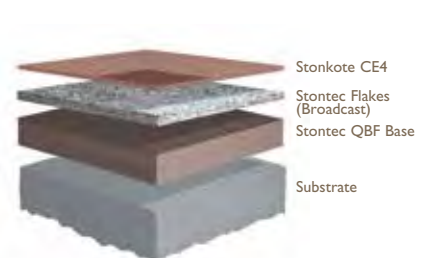
A dense, stain-resistant flake system, with an extensive range of finishes and color options. Stontec floors minimize downtime for renovations, and save critical path time on new construction projects, while offering exceptional design options.



ERF | UTF | Xpress



TRF



QBF



STONTEC® ERF

Epoxy system designed for use over smooth concrete. Found in healthcare, education environments, laboratories, process areas, retail, sports and entertainment venues.

STONTEC® TRF

Mortar-based urethane system designed for renovations with damaged substrates. System provides maximum durability, thermal resistance and impact resistance and is an excellent choice for biotech and pharmaceutical environments.

STONTEC® QBF

Liquid-based urethane system designed for durability and impact resistance when a quick installation is necessary; two day install.

STONTEC® UTF

High solids, urethane-based system with a decorative, high gloss finish and superior chemical and wear resistance capabilities. Found in healthcare, education environments, laboratories, process areas, retail, sports and entertainment venues.

STONTEC® Xpress

Methyl methacrylate resin-based system, distinguished by its rapid installation time. Chemical, stain and wear-resistant floor available in a low gloss finish. Found in healthcare, education environments, laboratories, process areas, retail, sports and entertainment venues.



MOJAVE BEIGE



SANTA CRUZ



SHENANDOAH BUFF



BLUE RIDGE



DAKOTA BRONZE



DIABLO BEIGE



FALLS RIVER



GLACIER PEAK



IVORY CREST



SILVER SAGE



SMOKY MOUNTAINS

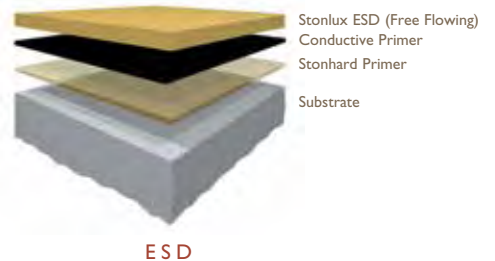
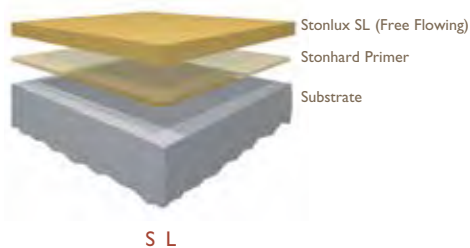


WHITE PLATINUM

Stontec floors are available in both small and large flakes to provide further design options. Large flake shown above. Ask us about our other color and style options.

STONLUX

Long-lasting, super clean, lustrous floor protection. An ultra-smooth, chemical and impact-resistant formulation for areas requiring static control and a low friction surface. This system is a top choice for clean room environments. Stonlux offers a sleek and clean look.



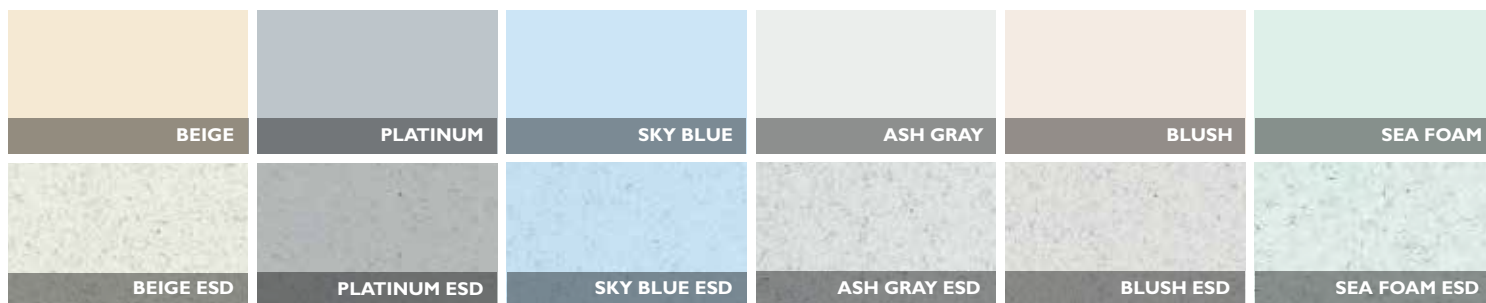


STONLUX® SL

Self-leveling epoxy formulation where a low friction surface is required. Available in 2mm and 3mm thicknesses for varying degrees of traffic and durability. Use in assembly areas, R&D facilities, light manufacturing and clean room environments.

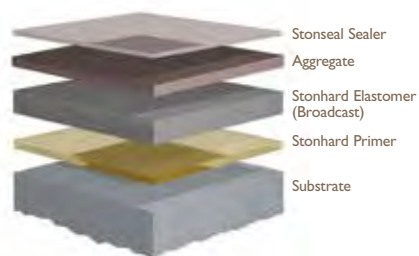
STONLUX® ESD

Self-leveling epoxy formulation where static control is demanded. Available in 2mm and 3mm thicknesses, this formulation is also available in static dissipative and conductive formulations to meet electrical specifications. Use in electronics manufacturing and assembly areas, computer/control/clean room environments, as well as areas where munitions are present.

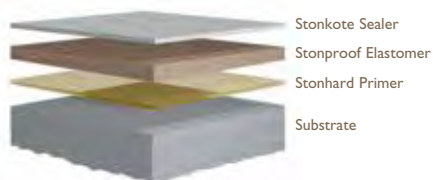


STONGARD

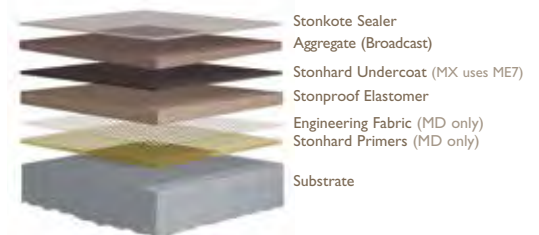
Slip, abrasion and crack-resistant systems fill the niche for parking garages and mechanical equipment rooms, by providing premiere traffic bearing membranes and superior positive side waterproofing moisture protection. Stongard can improve safety in garages. Four superbly designed systems offer reliable defense with many options to meet specific demands.



T M



M R



M D | M X



STONGARD™ TM

Durable, elastomeric traffic bearing membrane designed for heavy pedestrian or vehicular traffic areas in parking structures, ramps, stadium concourses, helipads and pedestrian bridges. Can stand up to harsh elements, such as sun, salts and corrosive fluids.

STONGARD™ MR

An elastomer-based flooring system created for positive side waterproofing applications. It is designed to protect areas below mechanical rooms, pump and mezzanine floors from water damage.

STONGARD™ MD

An elastomer-based, slip-resistant, decorative, positive side waterproofing system created for mechanical rooms, pump mezzanines or any indoor space requiring moisture protection with a focus on design. See Stonshield color palette for standard color options.

STONGARD™ MX

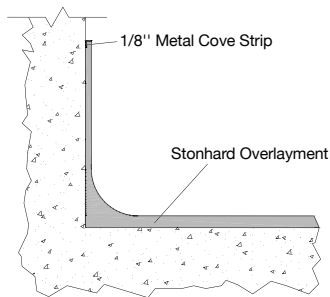
An elastomer-based, slip-resistant, waterproofing system reinforced with fiberglass where additional performance is needed. Designed for mechanical rooms, pump mezzanines or any indoor space requiring waterproofing.



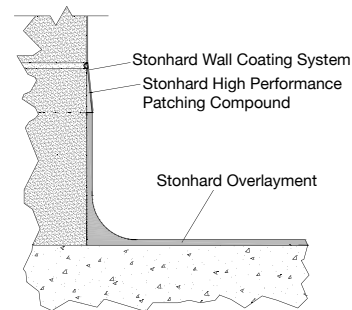
Silver Gray available in Stongard MR and Stongard MX only.

ENGINEERING DETAILS

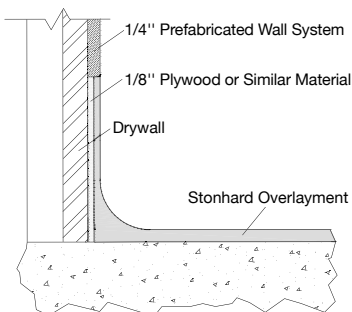
Stonhard is recognized globally for solving flooring problems. We are the world's largest turnkey, seamless flooring contractor committed to comprehensive management of each project from construction documentation to the final details. No hidden costs, no sudden change orders and scrupulous attention to details.



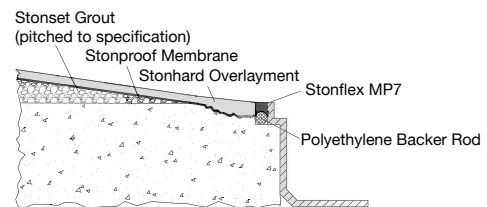
COVE BASE DETAIL WITH COVE STRIP



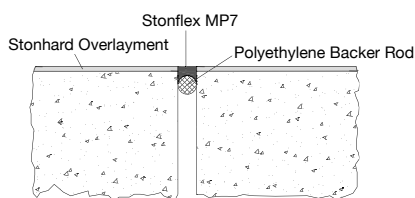
GMP COVE BASE DETAIL WITH CMU BLOCK



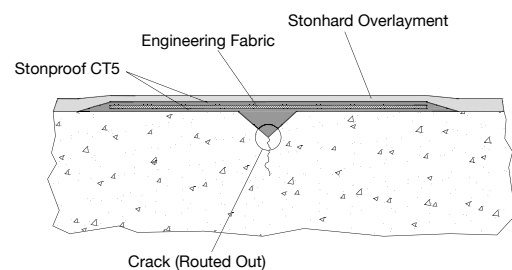
COVE BASE DETAIL WITH PREFABRICATED WALL SYSTEM



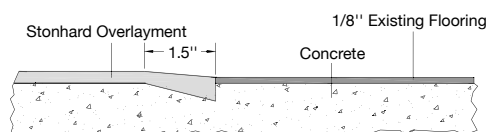
DRAIN ISOLATION DETAIL
Pre-fabricated Trench Drain with membrane



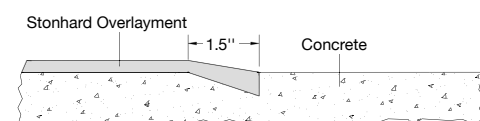
JOINT EXPANSION/ISOLATION JOINT DETAIL



CRACK TREATMENT
Stonproof CT5 with fiberglass reinforcement



TRANSITION TO EXISTING FLOOR



STANDARD CHASE DETAIL

STONHARD BRINGS YOU GREAT PRODUCTS FOR THE GREAT OUTDOORS

Stonhard manufactures and installs long-lasting, versatile floor solutions for indoor AND outdoor applications too! Resorts, restaurants, pool decks, rooftop bars, parking garages, stadium ramps, walkways and pathways, entrances and drop off areas and helipads for hospitality, healthcare, education markets and more.

STONPATH

Durable, slip-resistant, tactile, quick-to-install brick and stone-like, polymer-modified system transforms walkways, patios and entrances into skid-resistant surfaces with multiple design options and colors. Detailed custom logos. Formulated for university, healthcare and hospitality environments.



STONDECK

Resilient, slip-resistant surface, stands up to severe weather, salt and chlorinated water and extreme changes from hot to cold temperatures. Easy-to-clean, seamless or tiled surface, teak look with free form designs in a resort color collection. Created for the hospitality environment.



SOLUTIONS FOR EVERY ENVIRONMENT

Extensive Range of Commercial Brands, Complementary Products, Corrosion-Resistant Linings, Easy-to-Clean Wall Systems, Static Control Protection, Anti-Microbial Formulations & Cleaning Recommendations.



OUR OTHER BRANDS OFFER MORE SOLUTIONS FOR COMMERCIAL SPACES

Stonhard is part of The Stonhard Group, offering floors for every environment. Find out about our other brands producing outstanding designs and sustainable surfaces for commercial spaces.

 **liquidelements™** Distinct, seamless designs for high profile commercial projects; hotels, restaurants, automotive showrooms & retail environments. liquidelements.com
artfully poured floors™



Floor Score Certified, flexible terrazzo tile for schools and universities, airports and corporate spaces.
fritztile.com



Cork, recycled rubber and cork/rubber floors for commercial spaces; universities, stadiums, airports & libraries.
expanko.com

STONHARD



STATIC CONTROL FLOORS

Available throughout Stonhard's product families to control static electricity in electronics, packaging, assembly and test environments.

STONCLAD® ESD

Conductive with non-sparking properties for heavy manufacturing.

STONSHIELD® ESD

Conductive, textured for AGV and traffic aisles for light manufacturing and assembly.

STONLUX® ESD

Conductive and static dissipative formulas available in a self-leveling, smooth system created specifically for electronics manufacturing and clean room environments.

STONKOTE® ESD

A self-leveling conductive system, 20-25 mils thick for a smooth, conductive and easy-to-clean surface.

MMA/FAST TRACK RESULTS

Dramatically expedite installation time with our Xpress products. Methyl methacrylate formulations and technology are ideal for fast-track projects and operations with limited to no shut-down time.

STONSHIELD® Xpress

Methyl methacrylate system is a chemical and wear-resistant, textured system for schools, hospitals, retails and stadium/entertainment venues.

STONTEC® Xpress

Methyl methacrylate system with a flake, low gloss finish; chemical, stain and wear resistant for hospitals, schools, labs and public spaces.

STONCLAD® SL Xpress

Methyl methacrylate liquid-rich, self-leveling system that is impact, chemical and abrasion resistant when a quick installation is required. Solid color with optional tweed or flake designs available.

STONCLAD® TR Xpress

Methyl methacrylate troweled system that exhibits excellent impact, chemical and abrasion resistance with a tweed design for fast track installations.

COMPLEMENTARY PRODUCTS

Grouts, Coatings, Cove Bases, Elastomers for pitching, patching, protecting. Visit us at www.stonhard.com and learn more about our Complementary product families: Stonkote, Stonseal, Stonflex, Stonproof, Stonset, Stoncrete, Stonfil.

COATINGS & LININGS

Six different chemistries for incomparable long-term protection in the most corrosive environments. The Stonchem product line leads the industry in protection for secondary containment, processing areas, chemical storage and battery rooms.

ANTI-MICROBIAL SOLUTIONS

Stonplus AM9, can be added to formulations to help block microorganisms; the growth of bacteria, fungi and molds. Stonplus AM9 is sought by food & beverage and healthcare companies as part of their stringent efforts to control harmful bacteria.

WALL SYSTEMS

Smooth and seamless walls protect concrete, block, steel or drywall from splashes, spills, fumes and abrasion. Flake systems available too.

HOW TO CLEAN YOUR FLOOR

STONKLEEN

Stonhard's cleaning and maintenance division recommends a wide range of cleaning products, including disinfectants, degreasers, green products, and specialty cleaners to remove stubborn tire marks and chemical stains, including Betadine. The Stonkleen team works in conjunction with your Stonhard Territory Manager to provide "how to clean your floor" instruction, along with personalized product recommendations. Ask your Territory Manager about best products and practices for cleaning your floors. stonkleen.com 866.505.7866

STONHARD is a global leader in manufacturing and installing seamless floor, wall and lining systems with sales operations in more than 65 countries. Stonhard has a direct sales force in North America, Europe, South Africa and parts of the Middle East, and works through a dedicated network of Stonhard affiliates throughout the rest of the world.

STONHARD®

Stonhard Worldwide

Maple Shade, NJ, USA
800.257.7953

Whitby, Ontario, Canada
(905) 430.3333

Mexico City, Mexico
(52) 55.9140.4500

Buenos Aires, Argentina
(54.3327) 44.2222

Nivelles, Belgium
(32) 67.493.710

Dubai, U.A.E.
(971) 4.3470460

Johannesburg, South Africa
(27) 11.254.5500

Shanghai, China
(86) 21.61838698

Melbourne, Australia
(03) 9587.7433

U.S. Sales and Distribution

Maple Shade, NJ
Atlanta, GA
Dallas, TX
Chicago, IL
San Francisco, CA

a brand of

S THE
STONHARD
GROUP

FLOORS FOR EVERY ENVIRONMENT

Stonhard believes the information contained here to be true and accurate. Stonhard makes no warranty, expressed or implied based on this literature and assumes no responsibility for consequential or incidental damages in the use of these products and systems described, including any warranty of merchantability or fitness. Information contained here is for evaluation only. ©2016.

stonhard.com



STONHARD®

Floors / Walls
Price Guide: US Dollars

City of Georgetown Animal Shelter Proposal

Square Footage (SF) of Flooring needed 2,975
 Linear Footage (LF) of Cove base needed is 1099
 Cove base height is 2 feet 4 inches

Material	Quantity	TIPS Pricing	Quoted Price	TIPS-USA Totals	Quoted Totals
Stonshield UTS	15	\$ 3,060.00	\$ 1,625.75	\$ 45,900.00	\$ 24,386.25
Stonshield Cove Base	24	\$ 1,005.00	\$ 748.99	\$ 24,120.00	\$ 17,975.76
Material Only Sub-Total				\$ 70,020.00	\$ 42,362.01
Labor is proposed at 0% mark up					
Labor hours needed to complete scope: 576 HRS					
Labor total is:					\$ 39,599.00
Grand Total				\$ 140,040.00	\$ 81,961



Mr. Ed Rollmann
City of Georgetown Animal Shelter
110 W L Walden
Georgetown, TX 78626

Project Name: **Dog Kennel Areas**

May 08, 2020

Re: Quote Number: **4302993**

Dear Mr. Ed Rollmann:

Thank you for the opportunity to work with you on the Dog Kennel Areas project at City of Georgetown Animal Shelter, 110 W L Walden, Georgetown TX 78626 . For this project, Stonhard proposes the following scope of work and pricing:

Area Name	Size	Product
Dog Kennels	2,975 sq ft	STONSEAL CA7

Area Name: **DOG KENNELS**

Scope of Work (Dog Kennels):

- Old Flake Epoxy will be removed by Diamond Grinding with HEPA vac to keep dust to a minimum.
- Inside dog kennels Stonshield Cove base will be used to 2' 4" and terminate at the mortar line between block courses.
- Stonshield HRI will be used for the floor areas. HRI will give the quartz aggregate a mechanical bond not just an adhesion via primers.
-
- Stonshield HRI - A nominal 3/16" floor system specially designed for durability and slip-resistance. Its seamless surface has no joints or seams to harbor dirt and bacteria and resists attack by most acids and alkalies.

Conditions of Use (Dog Kennels):

- There are no spillages specified. However if spillages do occur, they are not to exceed the Chemical Resistance Guides of the quoted products. The spillages occur over 67 % of the floor through normal operations on a daily basis.
- The floor is scrubbed with bleach solution daily at a temperature of 73° F.
- The floor is subject to foot traffic only.

Warranty (Dog Kennels):

- Refer to Terms and Conditions for detailed warranty.

Pricing (Dog Kennels):

- \$81,961 based on open shop labor.

Pricing Assumes:

- Single Source (Manufacture and Install)
- Customer to remove all equipment prior to install to allow for a seamless floor.
- Customer to provide proper temperature (60F - 90F), finished lighting, and power (480v, 60 amp, 3 phase).
- Proposal assumes non-union labor.
- Stonhard will follow the contour of the substrate.
- Trash removal - A dumpster or equivalent means of trash removal must be provided by customer.
- Accessibility - Area must be free of all movable equipment and trades prior to Stonhard's arrival.
- All leftover product is the property of Stonhard.
- Proposal assumes open shop labor.

Pricing Includes:

- Stonhard-trained installation team.
- Floor will be mechanically prepared with equipment other than a Blastrac- such as, scarifiers, grinders, scabblers, etc.
- Single source warranty for (5) five years covering both materials and workmanship.

Exclusions:

- Fencing Removal not included
- Taxes Not Included

Special Terms and Conditions:

- We have quoted the project based on Two (2) setups, one per level with 100% of our scope would need to be available, unencumbered by other trades until scope is complete. Should additional set-ups/ mobilizations be necessary, there would be additional costs.
- In the event of a change directive to perform work that is outside our scope of work, or different from the installation sequence that may involve additional "set-ups," following is a schedule of Stonhard labor rates (non-union, non-prevailing wage). The pricing assumes the crew would already be on site performing a phase of contracted work. Per diems and set-up charges are not currently included, and would be added on a case-by-case basis. Applicable material costs will also be added on a case-by-case basis.
- Four-man crew - \$230/hour (four-hour minimum)
- Six-man crew - \$345/hour (four-hour minimum)
- Eight-man crew - \$460/hour (four-hour minimum)
- Finished floor will follow contour of existing substrate. No monies carried for pitching, sloping or leveling of floors.

Pricing Summary

- Lump Sum price to install project would be \$81,961 based on Open Shop labor. _____

Thank you for the opportunity to present you with this Stonhard proposal. If this proposal meets with your approval please initial the appropriate line(s) above, sign below and fax to my attention. Or if you prefer to utilize your own Purchase Order, please reference Quote # 4302993 and send a copy to my attention at the above address.

If you have any questions, please contact me at 7 Esterbrook Lane, Cherry Hill, New Jersey. Phone: 856/779-7500 Fax: 856-321-7633 or on my cell phone at 254.444.6721 . I look forward to working with you on this upcoming project.

Sincerely,
Stonhard, Division of StonCor Group, Inc.

Matthew Goldston
Territory Manager

Accepted By:

STONHARD, Division of StonCor Group, Inc.
Chris Jones, Area Manager

Mr. Ed Rollmann

05/08/2020



General Terms & Conditions: The following terms and conditions are hereby made a part of this Agreement.

1. RESPONSIBILITIES OF STONHARD:

- a. Stonhard has visually inspected the project site prior to the commencement of work and agrees to the contract work based on the existing nature of the project site as it appears and is represented by the Customer. In the event that concealed conditions are revealed which would materially change the nature of the contract work, Stonhard is entitled to cease work until such time as the contract sum has been adjusted equitably to compensate for such change.
- b. Stonhard shall keep the premises free from the accumulation of waste material or rubbish which results from the execution of its work. In no event shall Stonhard be responsible for any unclean conditions caused by others.
- c. Upon request by the Customer, Stonhard will furnish certificates of Workman's Compensation Insurance and Liability Insurance.
- d. Stonhard shall make all necessary arrangements to have any excess Stonhard products picked up after completion of the contract work.

2. RESPONSIBILITIES OF CUSTOMER:

- a. Customer has conducted an investigation of the project site prior to the commencement of work and represents that the existing nature and condition of the project site is as it appears and that there are no other concealed conditions which would materially change the nature of the contract work.
- b. Customer shall have the project site swept clean and made free of all obstructions, and shall remove all food items, organic materials and other products stored at or near the project site to prevent any contamination or spoilage that may occur and shall make the project site available for Stonhard at the agreed upon date and time in which the contract work is to commence.
- c. Customer shall provide Stonhard, at no charge, all necessary utility services required for the proper execution of the contract work. The Customer shall further provide Stonhard with a dumpster or other reasonable alternative in which Stonhard may dispose of its waste and rubbish.
- d. Customer shall provide and maintain a minimum continuous temperature of 60 degrees Fahrenheit at the floor level of the project site and provide a similarly suitable warm and dry area for storage of Stonhard's products and equipment during the course of the work.
- e. Customer shall insure that no other work or tasks will be contemporaneously performed in the work area by the Customer, other trades or subcontractors once Stonhard has commenced performance of its work.
- f. Customer, upon completion of work by Stonhard, shall protect Stonhard's work from damage caused by the Customer, their workmen or subsequent contractors.

3. PAYMENTS:

- a. Terms of Payment: Net 30 Days
- b. Cancellation Charges - Any cancellation of a confirmed order will result in a cancellation fee of not less than 15% of the contract amount. Payment terms will be due Net 10 Days after receiving written notice of cancellation. If written notification is not given to Stonhard at least seven (7) days prior to commencement of work, Stonhard will be entitled to an additional re-scheduling fee of not less than 10% of the contract amount.
- c. For any over payments of invoices of less than one dollar (\$1.00), Stonhard will charge a collection service fee equal to the amount of overpayment (less than one dollar) to cover any processing expenses.

4. LIMITATION OF LIABILITIES: The parties acknowledge that in the event repairs need to be performed to the contract work, Stonhard's liability shall be limited to furnishing the labor and the materials necessary to reinstall the defective areas. Unless otherwise agreed in writing signed by an authorized agent of Stonhard, Stonhard's obligation to furnish the labor and materials necessary to reinstall the defective areas shall terminate one (1) year after the completion of the original contract work. Stonhard shall not be liable for damages to the contract work resulting from ordinary wear and tear, gouging, impact, failure of the Customer to protect the work as outlined in Section 2.f, the occurrence of reverse impact or the effects of osmotic or hydrostatic pressure or moisture vapor transmission. The parties further acknowledge that Stonhard shall not be responsible for any consequential or incidental damages resulting from any breach of warranty.

Five Year Warranty (Dog Kennels):

The products and labor, furnished by Stonhard, Division of StonCor Group, Inc. ("Work"), Systems, is subject to the express warranty set forth below:

1. **WARRANTY.** Stonhard warrants that the products will bond to the substrate, will not blister, will be free from manufacturing defects, and will otherwise conform to the Product Data Sheets and Chemical Resistance Guides that were in effect at the time of the commencement of installation.
2. **PERIOD OF WARRANTY.** This warranty is for a period of five years from the date of substantial completion of the Work. Where the Work is performed in separate and distinct phases or mobilizations, the date of substantial completion for the work in a particular phase or mobilization is the date when work in that particular phase or mobilization is completed, not when all of Stonhard's work is completed or the completion of the entire project.

3. **LIMITATION OF REMEDY.** As to any products that were defectively manufactured or installed ("Warranty Issue") discovered on or before the end of the warranty period, Stonhard's liability is limited to furnishing the materials necessary to repair the defective areas. Such repairs are Owner's exclusive remedy and the limit of liability of Stonhard, regardless of Owner's damages, including incidental and consequential damages, and regardless of any legal theory, including tort, contract, and strict liability. **IN NO EVENT SHALL STONHARD OR THEIR SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.**
4. **NOTICE OF DEFECT.** Upon discovery of a Warranty Issue, Owner shall notify Stonhard by certified mail within thirty (30) days of the Warranty Issue ("Notice of Defect"). The Notice of Defect must set forth the factual basis for the Warranty Issue.
5. **COOPERATION BY OWNER.** Owner shall afford Stonhard a reasonable opportunity to investigate any alleged flooring defect and shall cooperate fully with such investigation.
6. **TERMS OF REPAIRS:**
Defective areas will be repaired within a reasonable period of time after said notice to Stonhard, subject to delays by strikes, acts of God, or other causes beyond reasonable control of Stonhard, and provided that, in the case of repairs, Owner has removed at its sole cost and expense all obstructions which would hinder or interfere with repairs being made in the most expedient and least costly manner.
7. **EXCLUSIONS FROM WARRANTY:**
The following items are not covered by this warranty:
 - a. discoloration or staining;
 - b. reasonable variations in color between samples, installed products, and repair materials;
 - c. misuse, abuse, or improper maintenance of the floor;
 - d. ordinary wear and tear, gouging, impact, or failure of the Owner to protect the work;
 - e. except quote.output.warranty.when the effects of osmotic or hydrostatic pressure or moisture vapor transmission; or,
 - f. vandalism or acts of God or war.
The following items will void this warranty:
 - g. Stonhard is not paid timely and in full for all goods and services sold by them in connection with the project;
 - h. the nature of the service conditions to which the flooring system is subjected changes in any significant way from the service conditions described for the Project;
 - i. flaws or errors in the design or construction of the substrate or ancillary facilities materially contribute in any important way to the failure of the floor;
 - j. the Owner does not cooperate fully with reasonable investigations by Stonhard regarding alleged defects; or,
 - k. Stonhard is not given timely notice in writing of any breach of warranty.
8. **DISCLAIMER. THIS IS THE SOLE WARRANTY GIVEN BY STONHARD. IT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The provisions of the warranty supersede any provisions to the contrary in any of Owner's forms or documents or otherwise.
9. **THIS WARRANTY IS NEITHER TRANSFERABLE NOR ASSIGNABLE.**

5. **EFFECT OF DEFAULT:** In the event of a default by the Customer of any of the covenants or conditions of this Agreement, Stonhard shall be entitled to the following remedies to all other rights and remedies afforded by law: a. **Right to Stop Work** - Stonhard shall have the right to stop work if any payments due are not made as provided under this Agreement. b. **Cost of Performance** - If Stonhard is entitled to stop work as outlined in subparagraph (a) above, it shall have the right to bill the Customer for the work rendered up to the date of the stoppage and for materials shipped to the project site. c. **Additional Work** - Any additional costs to Stonhard resulting from failure of the Customer to provide site conditions as outlined in Sections 2.a, 2.b, 2.c, 2.d, 2.e and 2.f shall be paid by the Customer. d. **Interest on Unpaid Balances** - In the event any payments due hereunder become in default, Customer agrees that any and all such sums shall accrue Interest at the rate of twelve percent (12%) per annum or the maximum rate allowable by law, whichever is less. e. **Attorney's Fees** - If Stonhard is required to initiate legal action to collect any amounts due and owing or to foreclose on any liens filed on the work, such costs and fees that Stonhard may recover include any and all prelitigation expenses, including attorney's fees incurred in attempting to recover said amounts.

6. **GOVERNING CLAUSE:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

05/08/2020

City of Georgetown Animal Shelter, Quote 4302993

Page 6 of 6

7. ENTIRE AGREEMENT: This Agreement shall constitute the entire Agreement between the parties and the parties acknowledge that there are no other verbal or written Agreements, understandings or customs affecting the Agreement.

8. AUTHORIZED AGENCY: All contracts and purchase orders must be signed by an authorized agent of Stonhard. This may be accomplished through a Division Office or Corporate Headquarters. No other parties engaging in such contracts or purchase orders will be acting as an agent for Stonhard.

9. Quote valid for 90 days.

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

SUBJECT:

Consideration and possible action to approve a **Task Order** for **Professional Services** with **Lone Star Appraisals and Realty, Inc.** in the amount of **\$83,000.00** for the **Berry Creek Interceptor Project, Phases 1-3** -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:

This task order is for appraisal of necessary rights to be acquired by the City for extension of the Berry Creek Interceptor. These appraisals are necessary for the negotiation of said rights, and to determine compensation for such rights. The task order includes additional capacity for up to 6 additional parcels if such are later identified, and updates appraisals to appraisals as may be necessary. Lone Star meets state requirements to provide such professional services, and the City currently has an MSA with the provider.

Staff recommends approval of this item.

FINANCIAL IMPACT:

Not to exceed \$83,000, to be funded by budget for Berry Creek Interceptor, Phases 1-3

SUBMITTED BY:

Travis Baird- Real Estate Services Manager

ATTACHMENTS:

LSA BCI Contract

CONTRACT ROUTING FORM

Contract No. _____ Project No. _____ Bid No. _____ RFP No. _____

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

NAME OF CONTRACTOR:

CONTRACT DESCRIPTION:

CONTRACT VALUE:

GL ACCOUNT NO:

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

SIGNATURES RECOMMENDING APPROVAL

Nicole Abry 7/7/2020
PURCHASING/CONTRACT COORDINATOR DATE

LEGAL DEPARTMENT DATE

DIRECTOR ADMINISTERING CONTRACT (greater than \$10,000) DATE

APPROVED and EXECUTED

n/a

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

n/a

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

MAYOR/CITY SECRETARY ATTESTS (if applicable) DATE

FINAL PROCESSING

PURCHASING DATE

for Purchasing Use Only

Insurance Certificates: on file

Performance Bond: X

Payment Bond: X

Form 1295: 2020-639506

For City Secretary Use Only

Originals sent to CSO:

Scanned into Laserfiche/Global:

Council Date:
July 14, 2020

Item No.:
E

TASK ORDER

Task Order No. **LSA-20-003-TO**,
consisting of 4 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and **Lone Star Appraisals & Realty, Inc.** ("Appraiser") for Professional Services – Task Order Edition, dated January 22, 2019 ("Agreement"), Owner and Appraiser agree as follows:

1. **Specific Project Data**

Title: Berry Creek Interceptor Project Appraisals for standard WW easement with rights to excavate and keep clear the surface.

A. Description: Appraisal Reports for approximately up to 30 parcels (SEE ATTACHED EXHIBIT 'A') and any subsequent updates.

B. City of Georgetown Project Number: _____

D. City of Georgetown General Ledger Account No.: Fund: 660 / Cost Center 0581

E. City of Georgetown Purchase Order No.: _____

F. Master Services Agreement, Contract Number: 18-0106-MSA

2. **Services of Appraiser**

Appraisal reports for approximately up to 30 parcels and subsequent updates (SEE ATTACHED EXHIBIT 'A').

3. **Owner's Responsibilities**

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

4. **Times for Rendering Services**

<u>Phase</u>	<u>Completion Date</u>
+/- 30parcels (See attached 'EXHIBIT A')	<u>30 days from receipt of field notes</u>
_____	_____
_____	_____

TASK ORDER

5. **Payments to Appraiser**

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum or Not to Exceed Amount of Compensation for Services</i>
<i>Basic Services</i>	<i>Not to Exceed</i>	<i>\$83,000</i>

<i>Additional Services</i>	<i>B. Standard Hourly Rates</i>	<i>B. Chris Griesbach expert witness prep & testimony is \$250/hr; MAI senior appraisers are \$200/hr; Staff appraisers are \$175/hr.</i>
----------------------------	---------------------------------	---

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

6. **Subcontractors:**

7. **Other Modifications to Agreement:**

n/a

8. **Attachments: List of Properties - EXHIBIT 'A'**

9. **Documents Incorporated By Reference:** The Agreement effective January 22, 2019.

TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Appraiser shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Appraiser 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:

APPRAISER :

By:

By:



Name: Dale Ross

Name: Chris P. Griesbach, MAI

Title: Mayor, City of Georgetown

Title: Owner/President

Appraiser License or Firm's Certificate No. TX-1321135-G

State of: Texas _____

Date: _____

Date: 7/7/20

APPROVED AS TO FORM:

City Attorney

TASK ORDER

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Travis Baird

Title: Real Estate Services Manager

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

E-Mail Travis.baird@georgetown.org
Address: _____

Phone: 512-930-2575

Fax: 512-930-3559

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail _____
Address: _____

Phone: _____

Fax: _____

TASK ORDER

EXHIBIT 'A'

	Job Address	Type Property/Report	Property Owner
1	CR 152 (R473882) Georgetown, TX 78626	18.5ac vacant land	JL Enterprises
2	CR 152 (R483883) Georgetown, TX 78626	10.95ac vacant land	JL Enterprises
3	FM 971 (R473885) Georgetown, TX 78626	42.82ac vacant land	JL Enterprises
4	FM 971 (R473886) Georgetown, TX 78626	18.56ac vacant land	JL Enterprises
5	FM 971 (R038960) Georgetown, TX 78626	36.21ac vacant land (Temp Constr. Esmnt ONLY)	Thomas/Tracie Byrd
6	FM 971 (R314456) Georgetown, TX 78626	8.15ac vacant land (Temp Constr. Esmnt ONLY)	Thomas/Tracie Byrd
7	2901 FM 971 (R039065) Georgetown, TX 78626	8.0ac w/ 1,975sf SFR & 1,460sf SFR (Temp Constr. Esmnt ONLY)	Thomas/Tracie Byrd
8	CR 152 (R314472) Georgetown, TX 78626	12.27ac vacant land	David Whiteaker
9	2200 CR 152 (R082395) Georgetown, TX 78626	35.14ac vacant land	David Whiteaker
10	2125 CR 152 (R039035) Georgetown, TX 78626	19.11ac vacant land	Don Arthur Dodge
11	2017 CR 152 (R442336) Georgetown, TX 78626	15ac vacant land	Ronnie/Bonnie Russell
12	213 Market St (R433128) Georgetown, TX 78626	22.92ac vacant land	David/Kathleen Schwegmann
13	325 Market St (R518797) Georgetown, TX 78626	11.22ac vacant land	David/Kathleen Schwegmann
14	3530 IH 35 N (R039044) Georgetown, TX 78626	41.26ac w/ 2,200sf SFR / 2,380sf Barn / 3 outbuildings: 440sf, 800sf & 1,178sf)	David/Kathleen Schwegmann
15	IH 35 (R038978) Georgetown, TX 78626	36ac vacant land	LeRoy Homeyer Estate
16	3520 IH-35 N (R039047) Georgetown, TX 78626	19.70ac vacant land	Anthony Saragusa
17	3625 N IH-35 (R038970) Georgetown, TX 78628	13.89ac vacant land	Martha Ann Edwards
18	IH 35 (R038951) Georgetown, TX 78626	107.81ac vacant land	Three Forks Partnership
19	Airport Rd (R040486) Georgetown, TX 78626	4.347ac vacant land	Joe Lykes

1. \$2,000 per report
2. Reports for such additional parcels as may be later identified, up to 30 total parcels; cost as identified in item 1
3. Up to 20 update reports may be ordered at \$1,000 per report

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

SUBJECT:

Consideration and possible action to approve a Resolution **abandoning a 10' wide public utility easement** across Lot 1, Block 1, Re-subdivision of East 1/2 of Block 37 of the Snyder addition; and, authorizing the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:

This item would authorize the abandonment of a public utility easement running north-south along the west line of Lot 1, Block 1, Re-subdivision of East 1/2 of Block 37 of the Snyder Addition, located at 1404 Maple. This PUE was dedicated via a plat several decades ago. At the time of the dedication, several buildings already encroached into the easement area. The location of this easement, available utility access from public rights of way, the existing encroachments, and the lack of corresponding easement on the neighboring property to the west all undermine the continued need for this easement.

The property owner has requested abandonment of this easement to allow further development of their property. Staff and area utility providers have reviewed the request, and found no need for this easement moving forward.

Staff recommends approval of this item.

FINANCIAL IMPACT:

N/A. No payment is required beyond the application fee of \$300 which has been received.

SUBMITTED BY:

Travis Baird- Real Estate Services Manager

ATTACHMENTS:

Resolution

Aerial

Bldg Exhibit

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GEORGETOWN RELEASING AND ABANDONING A PUBLIC
UTILITY EASEMENT SITUATED IN THE WILLIAM ADDISON
SURVEY, ABSTRACT NO. 21, DEDICATED BY PLAT TO THE
CITY OF GEORGETOWN AND RECORDED AS CABINET G, SLIDE
263 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON
COUNTY, TO ANTHONY AND CHRISTINE FUSCO.**

WHEREAS, the City of Georgetown (the “City”) has received an application from Anthony and Christine Fusco (the “Owner”), for the release and abandonment of the public utility easement dedicated to the City in Cabinet G, Slide 263 in the Official Public Records of Williamson County, Texas (the “Easement”); and

WHEREAS, said Easement was dedicated as a requirement for platting, and that the dedication of the Easement would no longer be required; and,

WHEREAS, the current owner of the property encumbered by the above described easement has requested the abandonment of the Easement as the Easement hinders proposed use and further development of the Owner's property. The Easement requested to be abandoned and released is described in subdivision plat recorded in Cabinet G, Slide 263 in the Official Public Records of Williamson County and specifically described by metes and bound and diagram in **Exhibit “A”** attached hereto and incorporated herein (the “Property”);

WHEREAS, no replacement easement is necessary to continue to serve the Owner's property or neighboring properties; and,

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

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

SECTION 1. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that the adoption of this resolution is not inconsistent or in conflict with any of the City’s 2030 Comprehensive Plan policies.

Resolution No. _____

Description: Release and abandonment of a PUE,

1404 Maple, ABD-2020-004

Date Approved: _____

SECTION 2. The Mayor is hereby authorized to execute a Quitclaim Deed in substantially the same form attached hereto as Exhibit "B" and any other conveyance document(s) necessary to complete the release and abandonment of the PUE described herein, and the City Secretary is hereby authorized to attest thereto on behalf of the City of Georgetown.

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

RESOLVED this _____ day of _____, 2020.

CITY OF GEORGETOWN

ATTEST:

By: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, City Attorney

Resolution No. _____

Description: Release and abandonment of a PUE,
1404 Maple, ABD-2020-004

Date Approved: _____

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

June 01, 2020

Surveyor's Field Notes for:

0.028 ACRE OF LAND, situated in the WILLIAM ADDISON SURVEY, ABSTRACT 21, Williamson County, Texas, being a portion of Lot 1, Block 1, Resubdivision of East 1/2 of Block 37, Snyder Addition, of record in Cabinet G, Slide 263, Plat Records of Williamson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found on the south line of 14th Street, being the northeast corner of a tract of land known as the west 1/2 of Block 37, Snyder Addition, an unrecorded subdivision in the City of Georgetown, Williamson County, Texas, conveyed to the City of Georgetown, of record in Volume 1970, Page 497, Deed Records of Williamson County, Texas, being the northwest corner of said Lot 1, for the northwest corner of the herein described tract;

THENCE in a southeasterly direction, with the south line of said 14th Street, same being the north line of said Lot 1, (Plat S. 89°03'01" E. – 119.96'), **S. 89° 03' 01" E. – 10.00'**, to a calculated point, for the northeast corner of the herein described tract, from which a 1/2" iron rod found, being the northeast corner of said Lot 1, bears S. 89°03'01" E. – 109.98';

THENCE in a southwesterly direction, over and across said Lot 1, **S. 01° 02' 00" W. – 120.07'**, to a calculated point on the south line of said Lot 1, same being the north line of Lot 2, Block 1, of said Resubdivision of East 1/2 of Block 37, Snyder Addition, for the southeast corner of the herein described tract, from which a 1/2" iron rod found, being the southeast corner of said Lot 1, same being the northeast corner of said Lot 2, bears S. 88°51'46" E. – 109.89';

THENCE in a northwesterly direction with the north line of said Lot 2, same being the south line of said Lot 1, (Plat N. 89°05'08" E. – 119.98'), **N. 88° 51' 46" W. – 10.00'**, to a 60d nail in concrete found, being the northwest corner of said Lot 2, same being the southwest corner of said Lot 1, for the southwest corner of the herein described tract, from which a 1/2" iron rod found, being the southwest corner of said Lot 2, bears S. 01°06'23" W. – 119.36';

THENCE in a northeasterly direction with the east line of said City of Georgetown tract, same being the west line of said Lot 2, (Plat N. 00°52'37" E. – 120.00'), **N. 01° 02' 00" E. – 120.03'**, to the **POINT OF BEGINNING** and containing 0.028 Acre of Land.

Survey monuments found along the north line of said Lot 1 were used for directional control.

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

This metes and bounds description to accompany a Surveyor's sketch of the herein described 0.028 Acre tract.

Surveyed May 27, 2020

ALL COUNTY SURVEYING, INC.

1-800-749-PLAT

Tx. Firm Lic. No. 10023600

server/projects/pro200000/200400/200468/200468 FN.doc

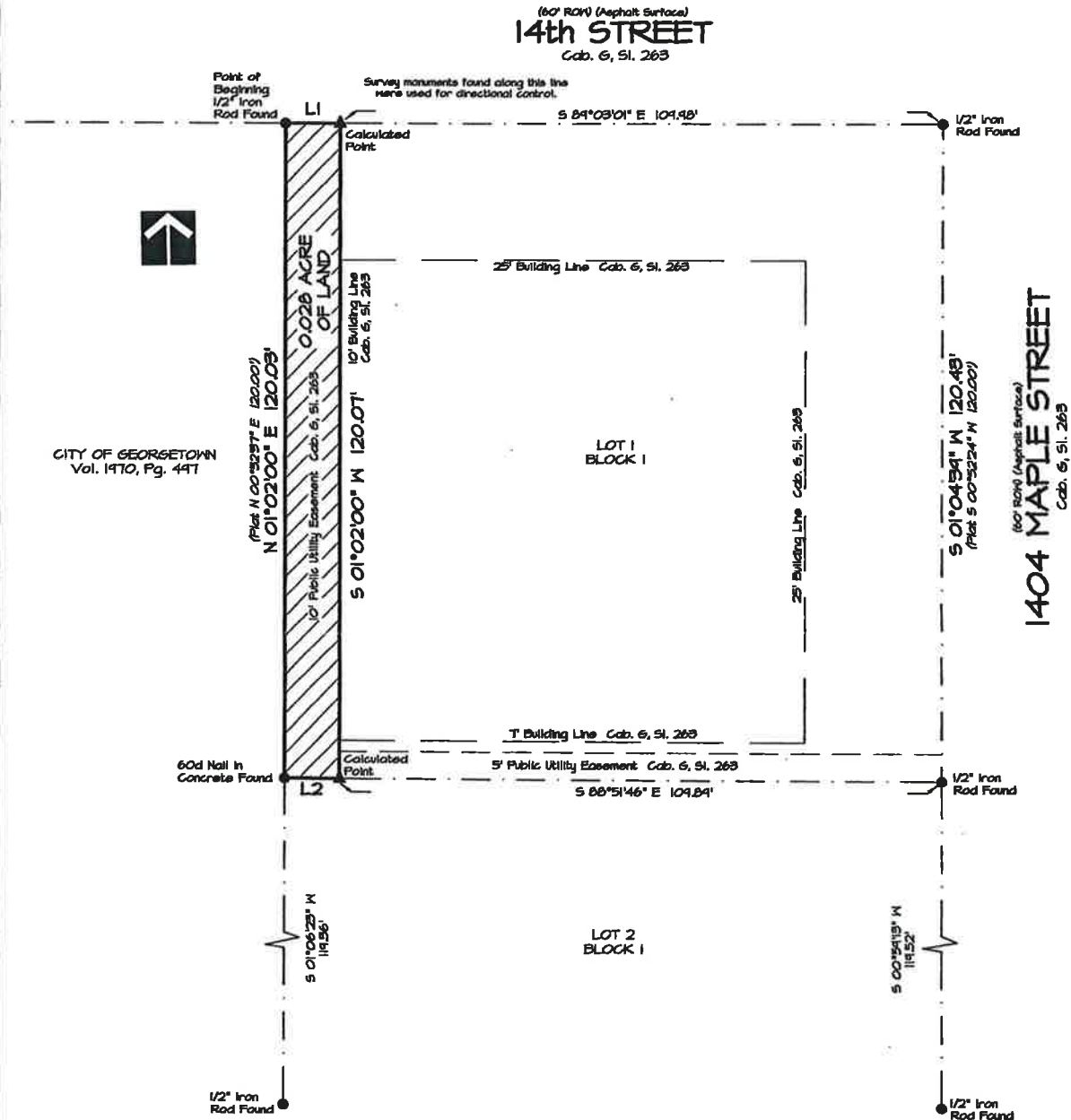


Roy Michael Smith

Roy Michael Smith
Registered Professional Land Surveyor
Registration No. 6748

Survey showing 0.028 ACRE OF LAND, situated in the WILLIAM ADDISON SURVEY, ABSTRACT 21, Williamson County, Texas, being a portion LOT ONE (1), BLOCK ONE (1), of RESUBDIVISION OF EAST 1/2 OF BLOCK 37, SNYDER ADDITION, an addition in the City of Georgetown, Williamson County, Texas, according to the plat of record in Cabinet 6, Slide 263, Plat Records of Williamson County, Texas.

This sketch is to accompany a metes and bounds description of the herein shown 0.028 acre tract.



LINE	BEARING	DISTANCE	Plat
L1	S 89°03'01" E	10.00'	S 89°03'01" E 109.98'
L2	N 88°51'46" W	10.00'	N 89°03'00" W 109.98'

This surveyor and All County Surveying, Inc. do not warrant any statement with reference to floodplain.

This sketch represents a survey made on the ground. This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.



ALL COUNTY SURVEYING, INC.
Tx. Firm No. 10023600
4330 South 5th Street
Temple, Texas 76702
254-TTB-2212 Killen 254-634-4636
Fax 254-TT4-1608
www.allcountysurveying.com



Page 155 of 406

Survey completed: 05-27-2020
Scale: 1" = 20'
Job No.: 200468.1
Dwg No.: 200468.1
Drawn by: RMS
Surveyor: RMS #6748
Copyright 2020 All County Surveying, Inc.

Plat Date: 06-01-2020

Exhibit "B"

QUITCLAIM DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: _____, 2020

GRANTOR: City of Georgetown, a Texas home-rule municipal corporation

GRANTOR'S Mailing Address (including County): P.O. Box 409, Georgetown, Williamson County, Texas 78627

GRANTEE: Anthony & Christine Fusco, Husband and Wife

GRANTEE'S Mailing Address (including County): 1404 Maple St., Georgetown, Texas 78626.

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

BEING all of those easement rights to that certain _____ acre tract of land located in David Wright Survey, Abstract No. 13, Williamson County, Texas, being all of that certain 10-foot wide Public Utility Easement dedicated by plat is recorded in Cabinet G, Slide 263 of the official public records of Williamson County, Texas, being a part of Lot 1, Block 1, Resubdivision of East 1/2 of Block 37, Snyder Addition; being more particularly described by metes and bounds with a sketch in **Exhibit "A"** attached hereto and incorporated herein by this reference.

For the consideration, GRANTOR quitclaims to GRANTEE all of GRANTOR'S right, title, and interest in and to the above described property, to have and to hold it to GRANTEE, GRANTEE'S successors and assigns, forever. Neither GRANTOR, nor GRANTOR'S successors and assigns, shall have, claim or demand any right or title to the Property or any part of it.

EXECUTED this the _____ day of _____, 2020.

GRANTOR:
CITY OF GEORGETOWN

ATTEST:

BY: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this date personally Dale Ross, Mayor of the City of Georgetown, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said municipality, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public, State of Texas

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

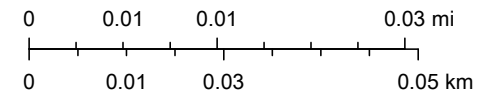
Aerial Exhibit



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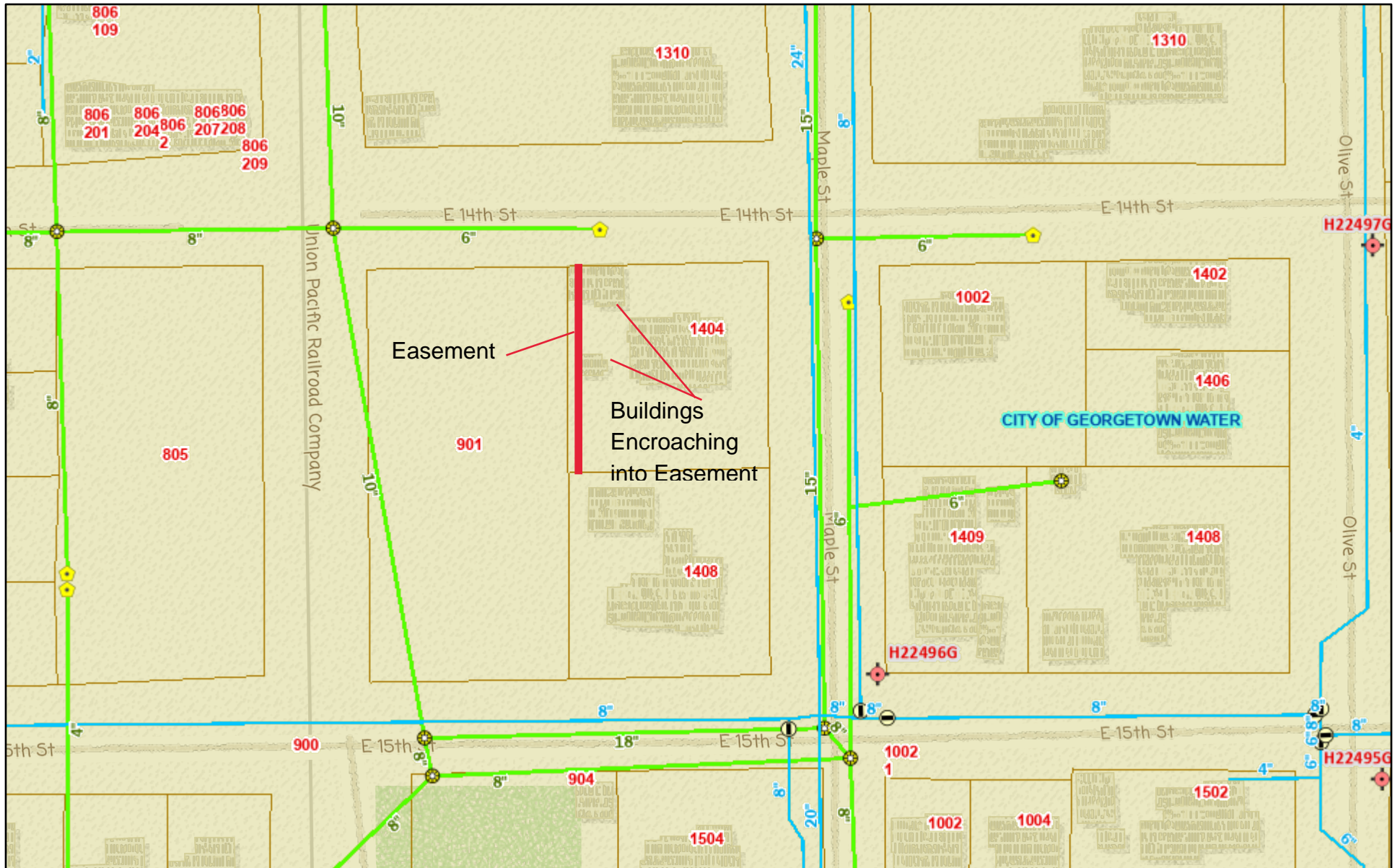
City Limits
 GEORGETOWN
 Address Points
 Gravity Mains
 Wastewater Clean Outs
 Manholes
 GEORGETOWN UTILITY SYSTEMS
 Water Operational Area
 Water Mains
 Water System Valves
 GATE

1:1,128



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap

Bldg Exhibit



7/6/2020, 4:11:29 PM

Parcels

City Limits

GEORGETOWN

Address Points

Gravity Mains

Wastewater Clean Outs

Manholes

GEORGETOWN UTILITY SYSTEMS

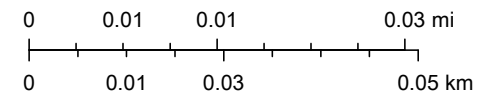
Water Operational Area

Water Mains

Water System Valves

GATE

1:1,128



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap

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

SUBJECT:

Consideration and possible action to approve a **Memorandum of Understanding** with the **Texas Department of Transportation (TxDOT)** for the **maintenance** and **operation** of a **traffic signal** at the **intersection of Leander Road and Southwest Bypass** -- Ray Miller, Director of Public Works

ITEM SUMMARY:

As part of the construction of the Southwest Bypass from Leander Road to the IH35 Frontage Road, Williamson County installed a traffic signal at Leander Road and the Southwest Bypass.

While FM2243 is a State (TxDOT) owned and maintained roadway, the Southwest Bypass is owned and maintained by the City of Georgetown. Also, as the City of Georgetown has clearly passed a population of 50,000, maintenance and operation of traffic signals within our city limits will begin to transfer from TxDOT to the City.

The attached Memorandum of Understanding (MOU) documents the terms by which this newly installed signal will be operated and maintained. Power costs will be paid by TxDOT. Operations and maintenance will be the obligation of the city.

FINANCIAL IMPACT:

There are no direct costs associated with this MOU. Maintenance and operations of the new signal will be incorporated into and absorbed by the Street Department Operating Budget going forward. Monthly power costs for the signal will be paid by TxDOT.

SUBMITTED BY:

Wesley Wright

ATTACHMENTS:

MOU - 2243/SW Bypass Signal

May 15, 2020

MEMORANDUM OF UNDERSTANDING

County: Williamson County, Texas
Highway No.: RM 2243
Location: Georgetown, Texas
District: Austin

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), by and between the Texas Department of Transportation, an agency of the State of Texas (“**TxDOT**”), and the City of Georgetown, a home-rule municipal corporation situated in Williamson County, Texas (the “**City**”), is as follows:

Whereas, the State of Texas (the “State”) owns and TxDOT maintains a system of highways in the city pursuant to Transportation Code, Section 201.103;

Whereas, the State and the City are parties to that certain Municipal Maintenance Agreement dated October 28, 1968 (the “MMA”), which allocates the maintenance responsibility of State highways within the city between TxDOT and the City;

Whereas, the MMA requires the City to obtain the prior written approval of the State before installing or maintaining a traffic control device on a State highway;

Whereas, the State owns the RM 2243 highway facility, locally known as Leander Road, which TxDOT operates and maintains;

Whereas, Williamson County has installed a traffic signal at the intersection of Leander Road and Southwest Bypass, and the City has requested to place the signal into operation; and

Whereas, TxDOT consents to the installation, maintenance, and operation of the traffic signal.

Therefore, TxDOT and the City hereby agree to the following:

The City will be responsible for the maintenance and operation of the traffic signal;

The City shall maintain the traffic signal and all associated equipment necessary for continued operation in good working order;

The State will be responsible for all power costs associated with the operation of the traffic signal.

This MOU is not intended to limit additional actions that may be required in the future, which shall be the subject of a separate agreement between the parties.

**TEXAS DEPARTMENT
OF TRANSPORTATION:**

Bobby A. Ramthun, P.E.
Area Engineer, Georgetown Area Office
Texas Department of Transportation
Date: _____

CITY OF GEORGETOWN:

Dale Ross, Mayor

Date: _____

Attest:

Robyn Densmore, City Secretary

Approved as to Form:

Skye Masson, City Attorney

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

SUBJECT:

Consideration and possible action to approve a **Memorandum of Understanding** with the **Texas Department of Transportation (TxDOT)** for the **mowing** and **maintenance** of **certain rights of way along IH-35** within the City Limits of Georgetown -- Ray Miller, Director of Public Works

ITEM SUMMARY:

The proposed MOU authorizes the City of Georgetown to mow certain intersections and rights-of-ways along the IH-35 Corridor through Georgetown. Current TxDOT resources only afford them the opportunity to mow most of their right-of-way two, sometimes three times per year. As IH-35 is a major gateway through our City, more frequent mowing - once per month - is desired.

The intersections that the City will mow per this MOU are as follows:

- IH-35 and Lakeway
- IH-35 and Williams Drive
- IH-35 and SH29
- IH-35 and Leander Road
- IH-35 and SE Inner Loop

Detailed locations are shown in the attached MOU Exhibits. The proposed term for this MOU is not to exceed three years.

FINANCIAL IMPACT:

There is no direct cost associated with this MOU. Mowing/maintenance costs of approximately \$19,000 annually will be incorporated into an existing contract with WLE. That work was recently publicly bid and funds are included in the current Street Department Annual Operating Budget.

SUBMITTED BY:

Wesley Wright

ATTACHMENTS:

MOU IH-35 Mowing

May 15, 2020

MEMORANDUM OF UNDERSTANDING

County: Williamson County, Texas
Highway No.: Interstate-35
Location: Georgetown, Texas
District: Austin

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), by and between the Texas Department of Transportation, an agency of the State of Texas (“**TxDOT**”), and the City of Georgetown, a home-rule municipal corporation situated in Williamson County, Texas (the “**City**”), is as follows:

Whereas, the State of Texas (the “State”) owns and TxDOT maintains a system of highways in the city pursuant to Transportation Code, Section 201.103;

Whereas, the State and the City are parties to that certain Municipal Maintenance Agreement dated October 28, 1968 (the “MMA”), which allocates the maintenance responsibility of State highways within the city between TxDOT and the City;

Whereas, the MMA obligates the State to “mow and clean-up litter within the outermost curbs of the frontage roads or the entire right of way width where no frontage roads exist, and assist in performing these operations between the right of way line and the outermost curb or crown line of the frontage roads in undeveloped areas” for controlled access highways within the city limits;

Whereas, Interstate-35 is a controlled access highway that TxDOT operates and maintains within the city limits;

Whereas, the City has designated the Interstate-35 right-of-way part of a Gateway Corridor, for which the City has determined enhanced aesthetic standards are necessary to positively reflect the image of the City by enhancing landscaping while maintaining a safe and effective interstate highway;

Whereas, to supplement TxDOT’s maintenance of the Interstate-35 right-of-way, the City has requested to temporarily perform additional mowing in the areas identified in Exhibit “A” attached hereto and at the frequencies set forth in Exhibit “B” attached hereto, for a period not to exceed three (3) years; and

Whereas, TxDOT consents to the additional mowing of the areas set forth herein.

Therefore, TxDOT and the City hereby agree to the following:

The City will be responsible for the procurement and oversight of the additional mowing services;

The City shall require its contractor to assume all responsibility which may be imposed by law for property damage or personal injury caused by operations of the contractor or its subcontractor subject to this MOU, and in no event shall anything herein be deemed an agreement by the City to indemnify or hold TxDOT harmless for any claims against TxDOT for loss or damage suffered during the contractor or subcontractor's performance of the mowing services subject to this MOU;

The City shall cause the mowing services to be performed in accordance with the TxDOT Roadside Vegetation Management Manual, Revised May 2018, and shall cause signage to be placed in accordance with Chapter GF, Temporary Traffic Control Zone Devices, Table 6F-1 (Sheet 3 of 4), Mowers Ahead CW21-9T of the Texas Manual on Uniform Traffic Control Devices;

The City shall notify TxDOT at least 48 hours in advance of any performance of mowing services subject to this MOU; and

This MOU is not intended to limit additional actions that may be required in the future, which shall be the subject of a separate agreement between the parties.

**TEXAS DEPARTMENT
OF TRANSPORTATION:**

Bobby A. Ramthun, P.E.
Area Engineer, Georgetown Area Office
Texas Department of Transportation
Date: _____

CITY OF GEORGETOWN:

Name: _____
Title: _____
Date: _____

Attest:

Robyn Densmore, City Secretary

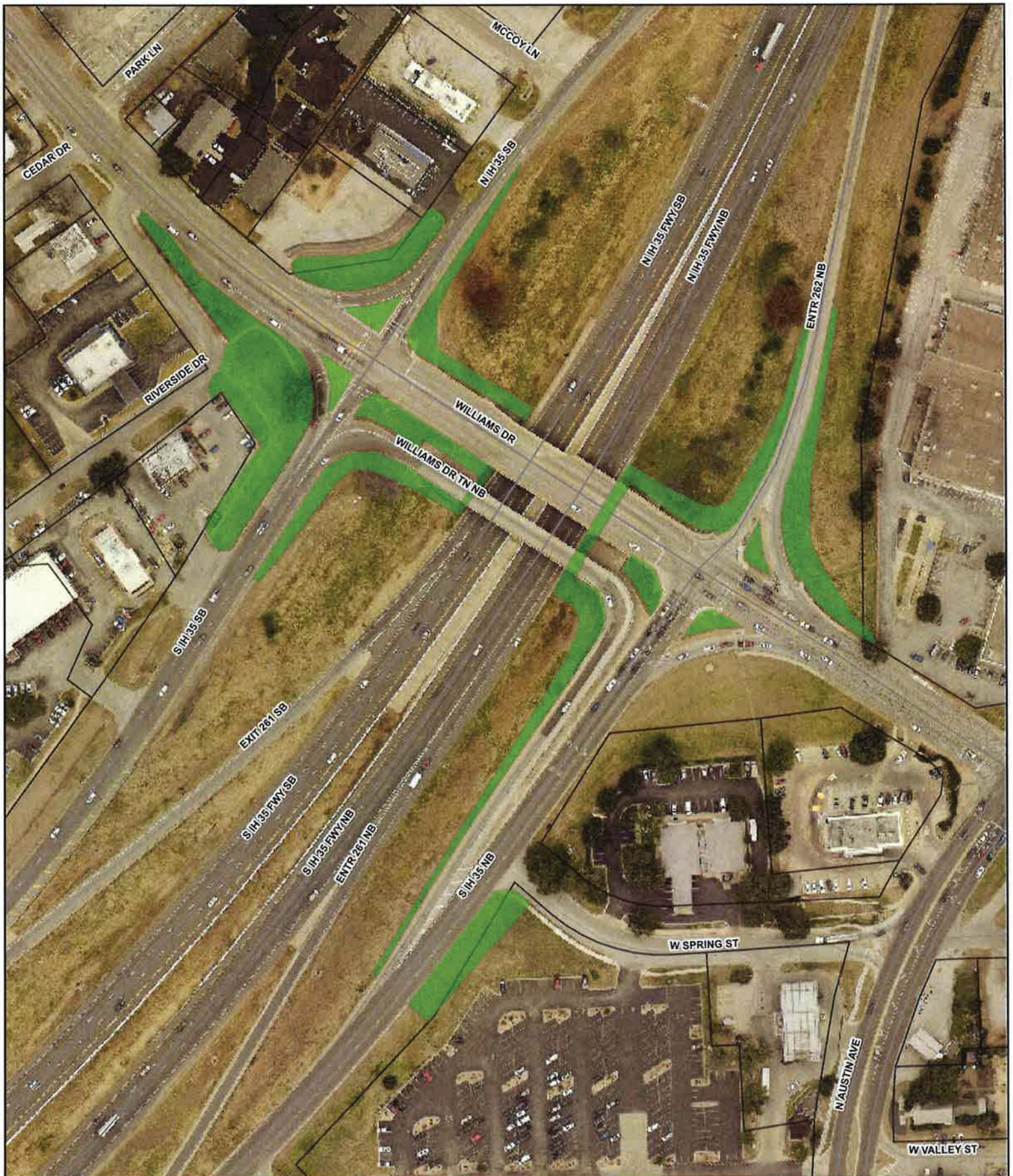
Approved as to Form:

Charlie McNabb, City Attorney

Exhibit A
Interstate 35: Supplemental Mowing by City
(Areas to be Mowed)



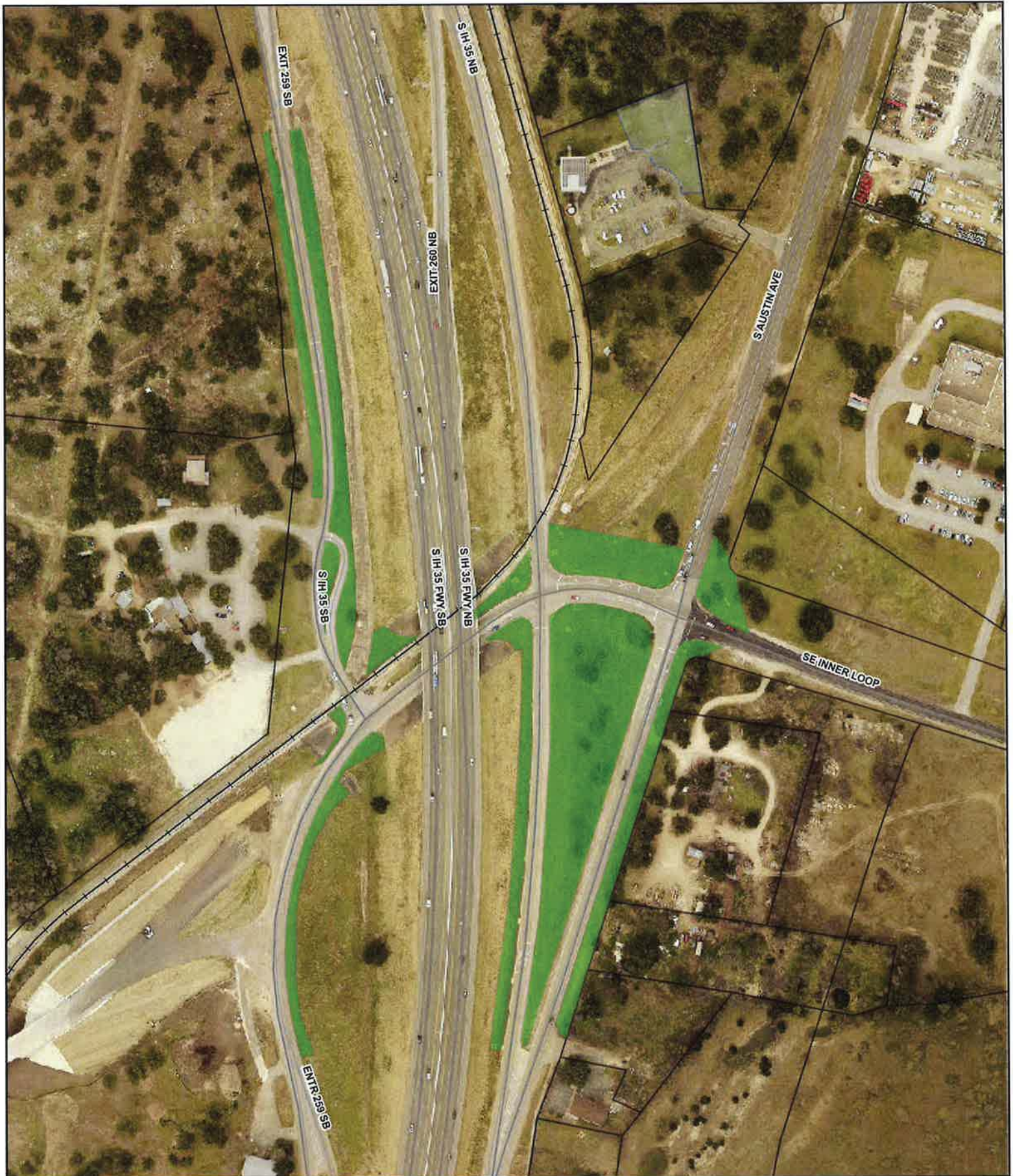
4.46 Acres



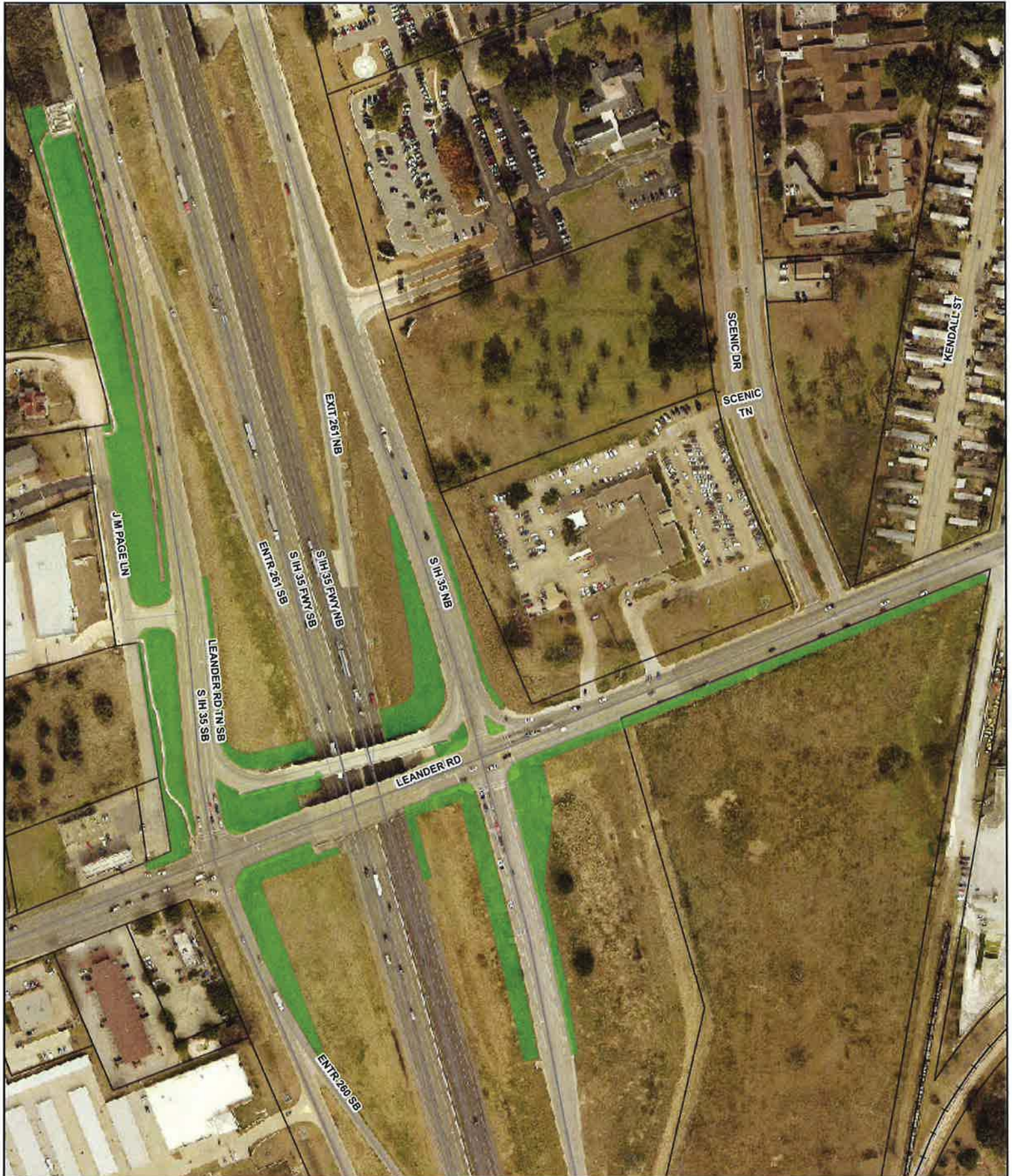
2.50 Acres



2.39 Acres



5.84 Acres



5.67 Acres

Exhibit B

Interstate 35: Supplemental Mowing by City

(Frequency)

TxDOT Rights-of-Way	Cycles													
Month	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Approximate Acres (For Information Only)
Lakeway Dr and IH 35	0	1	1	1	1	1	1	1	1	1	1	1	11	4.46
Leander Rd and IH 35	0	1	1	1	1	1	1	1	1	1	1	1	11	5.67
SE Inner Loop and IH 35	0	1	1	1	1	1	1	1	1	1	1	1	11	5.84
SH 29 and IH 35	0	1	1	1	1	1	1	1	1	1	1	1	11	2.39
921 University Ave	0	1	1	1	1	1	1	1	1	1	1	1	11	0.2
Williams Dr and IH 35	0	1	1	1	1	1	1	1	1	1	1	1	11	2.5
Total Acres Mowed Monthly (Per Cycle)														21.06

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

SUBJECT:

Consideration and possible action to approve a **Task Order SBE-20-001** with **Steger-Bizzell Engineering, Inc.** for **engineering and design of Drainage Improvements at various locations** within the City of Georgetown in the amount of **\$109,558.00** -- Ray Miller, Director of Public Works

ITEM SUMMARY:

This Task Order is for professional engineering consulting services related to drainage issues at three locations within the city.

The River Chase Blvd project is needed to identify drainage improvements within the ROW to correct stormwater runoff impact to adjacent private properties on the north end of River Chase Blvd (512-524). Project deliverables include an area drainage analysis, conceptual drainage improvement designs and cost estimates for those improvements, \$29,084.

Berry Creek subdivision drainage improvements specifically in the Oakmont Dr ROW are needed to improve conveyance and capacity of existing stormwater structures. Project deliverables include an area drainage analysis, conceptual drainage improvement designs and cost estimates for those improvements, \$36,308.

The 13th & Pine St area study will evaluate drainage improvements needed to minimize sheet flow onto adjacent private property from stormwater channels with the ROW. Project deliverables include an area drainage analysis, conceptual drainage improvement designs and cost estimates for those improvements, \$44,166.

Depending on the extent of recommended solutions, improvements may be constructed using in-house crews or as a future public bid.

FINANCIAL IMPACT:

Funds are available in the current Stormwater Capital Improvement Plan to cover the \$109,588 consulting fee.

SUBMITTED BY:

Wesley Wright

ATTACHMENTS:

Task Order w/Location Exhibits

CONTRACT ROUTING FORM

Contract No. **SBE-20-001** Project No. _____ Bid No. _____ RFP No. _____

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

NAME OF CONTRACTOR: **Steger Vizzell**

CONTRACT DESCRIPTION: **2020 Drainage Improvements**

CONTRACT VALUE: **\$109,558**

GL ACCOUNT NO: _____

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

SIGNATURES RECOMMENDING APPROVAL

Nicole Abrego 7/1/2020
PURCHASING/CONTRACT COORDINATOR DATE

Abrego 7/16/20
LEGAL DEPARTMENT DATE

DIRECTOR ADMINISTERING CONTRACT (greater than \$10,000) DATE

APPROVED and EXECUTED

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

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

MAYOR/CITY SECRETARY ATTESTS (if applicable) DATE

FINAL PROCESSING

PURCHASING DATE

for Purchasing Use Only
Insurance Certificates: on file
Performance Bond: x
Payment Bond: x
Form 1295: 2020-637563

For City Secretary Use Only
Originals sent to CSO:
Scanned into Laserfiche/Global:
Council Date: July 14, 2020
Item No.: _____

TASK ORDER

Task Order No. SBE-20-001
consisting of 18 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Steger Bizzell ("Engineer") for Professional Services – Task Order Edition, dated April 11, 2016 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: 2020 Drainage Improvements
- B. Description: Professional engineering and surveying services relating to various projects in the city limits of Georgetown, such as "River Chase Drainage Improvements", "Oakmont Drive Drainage Improvements", and "13th and Pine Street Drainage Improvements".
- C. City of Georgetown Project Number: _____
- D. City of Georgetown General Ledger Account No.: _____
- E. City of Georgetown Purchase Order No.: _____
- F. Master Services Agreement, Contract Number: 2016-729-MSA

2. Services of Engineer

See the attached Scope of Services for a detailed description of services to be provided to Owner by Engineer.

3. Owner's Responsibilities

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

- Provide timely review comments to plan reviews and project scope changes.
- Provide Agent Authorization as necessary to submit agency documentation.
- Estimated third-party fees for this project are listed below, and are not included in the compensation amount detailed in Section 5. The City shall be responsible for all permitting and third-party review fees.

4. Times for Rendering Services

Engineer shall perform the work stated above according to the schedule below. Durations are from the date of Notice to Proceed from Owner, or the previous phase, as appropriate. Durations may be concurrent. See the Scope of Services for more information.

TASK ORDER

<u>Phase</u>	<u>Duration</u>
River Chase Drainage Improvements	
Surveying Phase	Eight (8) Weeks
Preliminary Design Phase	Twelve (12) Weeks
Oakmont Drive Drainage Improvements	
Surveying Phase	Eight (8) Weeks
Preliminary Design Phase	Twelve (12) Weeks
13 th and Pine Street Drainage Improvements	
Surveying Phase	Eight (8) Weeks
Preliminary Design Phase	Twelve (12) Weeks

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>River Chase Drainage Improvements</i>	<i>Standard Hourly Rates (See Attached Fee Schedule)</i>	<i>\$29,084</i>
<i>Oakmont Drive Drainage Improvements</i>	<i>Standard Hourly Rates (See Attached Fee Schedule)</i>	<i>\$36,308</i>
<i>13th Street and Pine Street Drainage Improvements</i>	<i>Lump Standard Hourly Rates (See Attached Fee Schedule)</i>	<i>\$44,166</i>
<i>All Services</i>		<i>\$109,558</i>

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

6. **Consultants:**

Prime consultant is Steger Bizzell. No Subconsultants are anticipated.

7. **Other Modifications to Agreement:**

None.

TASK ORDER

8. **Attachments:**

River Chase Drainage Evaluation

Attachment "A1" – Project Location Map

Attachment "A2" – Scope of Services

Attachment "A3" – Estimated Fee Schedule

Oakmont Drive Drainage Evaluation

Attachment "B1" – Project Location Map

Attachment "B2" – Scope of Services

Attachment "B3" – Estimated Fee Schedule

13th and Pine Street Drainage Evaluation

Attachment "C1" – Project Location Map

Attachment "C2" – Scope of Services

Attachment "C3" – Estimated Fee Schedule

Attachment "D" – Rate Schedule

9. **Documents Incorporated By Reference:** The Agreement effective April 11, 2016.

TASK ORDER

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

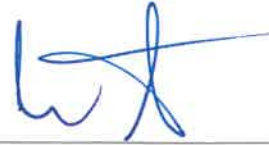
The Effective Date of this Task Order is _____, 2020.

OWNER:

ENGINEER:

By: _____

By: _____



Name: Dale Ross

Name: Curtis R. Steger, P.E.

Title: Mayor

Title: President

Engineer License or Firm's

Certificate No.

F-181

State of:

Texas

Date: _____

Date: _____

July 6, 2020

ATTEST:

APPROVED AS TO FORM :

Robyn Densmore, City Secretary



City Attorney

TASK ORDER

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Ray Miller

Name: Dex Dean, P.E.

Title: Director of Public Works

Title: Project Manager

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

Address: 1978 S. Austin Ave.
Georgetown, TX 78626

E-Mail
Address: Ray.Miller@georgetown.org

E-Mail
Address: dex.dean@stegerbizzell.com

Phone: 512-930-2544

Phone: 512-930-9412

Fax: 512-930-3559

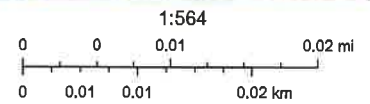
Fax: n/a

S:\PROPOSALS\Georgetown - Task Orders\2020 Drainage Projects\SBE-20-001 (2020 Drainage).docx

River Chase Drainage



3/5/2020, 7:29:06 AM



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Web AppBuilder for ArcGIS
Georgetown | TX Orthoimagery Program, Williamson County TX, DigitalGlobe, Microsoft |



Attachment A2

Scope of Services

Task Order No. SBE-20-001

River Chase Drainage Evaluation

General Description of Project:

The proposed project will study and select appropriate drainage improvements within the River Chase Subdivision, specifically a portion of the neighborhood along the northernmost portion of River Chase Blvd. The approximate study limits are depicted on the Project Location Map in Attachment A1. Localized sheet flow and drainage on private property in this area has occurred due to limited conveyance capacity of the streets and high flow volumes along River Chase Blvd at the north cul-de-sac. This scope of services generally includes topographic and ROW surveying, hydrologic and hydraulic analysis, evaluating improvements, and preparing cost estimates for drainage improvement alternatives.

1. Surveying Services:

The basic services for this phase include:

- a. Establish survey control throughout the project and set benchmarks.
- b. Prepare, mail, and receive right-of-entry documents.
- c. Survey existing features including curbs, pavement, property improvements, drainage structures, and above-ground utilities to prepare a topographic survey of the project area.

2. Preliminary Design Services:

The basic services for this phase include:

- a. Identify and collect relevant plans, data, and reports pertinent to this project.
- b. Conduct site visits.
- c. Create a CAD base map that depicts approximate buried utility locations (provided by others), approximate right-of-way, and other elements relevant to this project.
- d. Perform a detailed drainage study of the project limits.
 - i. Delineate basin boundaries based on Williamson County LIDAR 1-ft contours and verified by site visit(s). Calculate runoff rates for 2, 10, 25, and 100-year storms in accordance with the City of Georgetown Drainage Criteria Manual.
 - ii. Prepare a detailed Drainage Study that documents the methodologies, inputs, and outputs calculated. This study will be incorporated into the hydraulic model of the proposed improvements described below.



- e. Prepare up to two conceptual drainage improvement designs that would address known flooding of existing residential structures. One conceptual design would employ a new storm sewer network. Each conceptual design would be supported by a hydraulic model or calculations and an exhibit that show how the improvements address localized drainage concerns. Review the designs with City staff and incorporate any review comments.
- f. Prepare exhibits for identified conceptual designs.
- g. Prepare quantity take-offs and an opinion of probable construction cost.

3. Exclusions:

The following services are specifically excluded from this Task Order. Steger Bizzell would be pleased to provide an additional fee estimate to provide these services.

- a. Utility potholing or other markings/identification
- b. Construction plan preparation
- c. Bidding and Construction Phase Services
- d. TDLR coordination
- e. TCEQ coordination (provided during design phase scope)
- f. Geologic Assessment
- g. Property/boundary survey (front pins will be located)
- h. Environmental documentation or permitting
- i. Coordination of materials testing services
- j. Construction staking
- k. Right-of-way or easement acquisition, including preparation of field notes and legal descriptions
- l. Geotechnical investigation

4. Reimbursables:

Reimbursable expenses are not included in the stated compensation amount and will be billed to Client at Engineer's cost. Reimbursable expenses may include, but are not limited to: postage or other delivery charges, document reproductions, third-party contractors or consultants (if applicable).

Prepared by



TBPE Firm F-181

Exhibit A-3
Task Order SBE-20-001
River Chase Drainage Improvements

6/23/2020

Estimated Fee Schedule

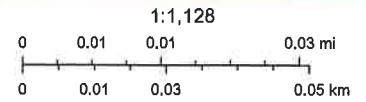
Task and Description	Engineer (Principal)	Senior Engineer	Engineer (PE)	Registered Surveyor	Engineer in Training	Field Inspector	Senior Technician	2-Man Survey Party	Total Estimate
Hourly Rate:	242	203	167	139	138	94	104	166	
Surveying									
1.a. Set control benchmarks				2				2	610
1.b. Prepare, submit, and receive right-of-entry documents				1			4		555
1.c. Field Surveying				8			8	16	4,600
Subtotal Hours:	0	0	0	11	0	0	12	18	41
Subtotal Fees:	\$0	\$0	\$0	\$1,529	\$0	\$0	\$1,248	\$2,988	\$5,765
Preliminary Design									
2.a. Collect data, reports					2		2		484
2.b. Site visits			4		4				1,220
2.c. Create CAD base map			4		4				1,220
2.d.i. Prepare hydrologic conditions	1		4		16				3,118
2.d.ii. Evaluate hydraulic design of existing Infrastructure	1		4		16				3,118
2.e. Prepare preliminary hydraulic design Alternatives	2		24		40				10,012
2.f. Prepare design alternative exhibits			4		16				2,876
2.g. Prepare preliminary opinion of probable cost			1		8				1,271
Subtotal Hours:	4	0	45	0	106	0	2	0	157
Subtotal Fees:	\$968	\$0	\$7,515	\$0	\$14,628	\$0	\$208	\$0	\$23,319
TOTAL HOURS:	4	0	45	11	106	0	14	18	198
TOTAL FEES:	\$968	\$0	\$7,515	\$1,529	\$14,628	\$0	\$1,456	\$2,988	\$29,084

Oakmount Dr Drainage



3/5/2020, 8:11:16 AM

Streets	City Limits	CEDAR PARK	GEORGETOWN	JARRELL	PFLUGERVILLE
Streets Major	AUSTIN	COUPLAND	GRANGER	LEANDER	ROUND ROCK
	BARTLETT	FLORENCE	HUTTO	LIBERTY HILL	TAYLOR



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Web AppBuilder for ArcGIS
Georgetown | TX Orthoimagery Program, Williamson County TX, DigitalGlobe, Microsoft |



Attachment B2

Scope of Services

Task Order No. SBE-20-001

Oakmont Drive Drainage Evaluation

General Description of Project:

The proposed project will study and select appropriate drainage improvements within the Berry Creek Subdivision, specifically a portion of the neighborhood along Oakmont Drive. The approximate study limits are depicted on the Project Location Map in Attachment B1. Localized sheet flow on private property and concentrated open channel in the ROW in this area has occurred. This scope of services generally includes topographic and ROW surveying, hydrologic and hydraulic analysis, evaluating improvements, and preparing cost estimates for drainage improvement alternatives.

1. Surveying Services:

The basic services for this phase include:

- a. Establish survey control throughout the project and set benchmarks.
- b. Prepare, mail, and receive right-of-entry documents.
- c. Survey existing features including curbs, pavement, property improvements, drainage structures, and above-ground utilities to prepare a topographic survey of the project area.

2. Evaluation Services:

The basic services for this phase include:

- a. Identify and collect relevant plans, data, and reports pertinent to this project.
- b. Conduct site visits.
- c. Create a CAD base map that depicts approximate buried utility locations (provided by others), approximate right-of-way, and other elements relevant to this project.
- d. Perform a detailed drainage study of the project limits.
 - i. Delineate basin boundaries based on Williamson County LIDAR 1-ft contours and verified by site visit(s). Calculate runoff rates for 2, 10, 25, and 100-year storms in accordance with the City of Georgetown Drainage Criteria Manual.
 - ii. Prepare a detailed Drainage Study that documents the methodologies, inputs, and outputs calculated. This study will be incorporated into the hydraulic model of the proposed improvements described below.



- e. Prepare up to two conceptual drainage improvement designs that would address known flooding of existing residential structures. One conceptual design would employ a new storm sewer network. Each conceptual design would be supported by a hydraulic model or calculations and an exhibit that show how the improvements address localized drainage concerns. Review the designs with City staff and incorporate any review comments.
- f. Prepare exhibits for identified conceptual designs.
- g. Prepare quantity take-offs and an opinion of probable construction cost.

3. Exclusions:

The following services are specifically excluded from this Task Order. Steger Bizzell would be pleased to provide an additional fee estimate to provide these services.

- a. Utility potholing or other markings/identification
- b. Construction plan preparation
- c. Bidding and Construction Phase Services
- d. TDLR coordination
- e. TCEQ coordination (provided during design phase scope)
- f. Geologic Assessment
- g. Property/boundary survey (front pins will be located)
- h. Environmental documentation or permitting
- i. Coordination of materials testing services
- j. Construction staking
- k. Right-of-way or easement acquisition, including preparation of field notes and legal descriptions
- l. Geotechnical investigation

4. Reimbursables:

Reimbursable expenses are not included in the stated compensation amount and will be billed to Client at Engineer's cost. Reimbursable expenses may include, but are not limited to: postage or other delivery charges, document reproductions, third-party contractors or consultants (if applicable).

Prepared by



TBPE Firm F-181

Exhibit B-3

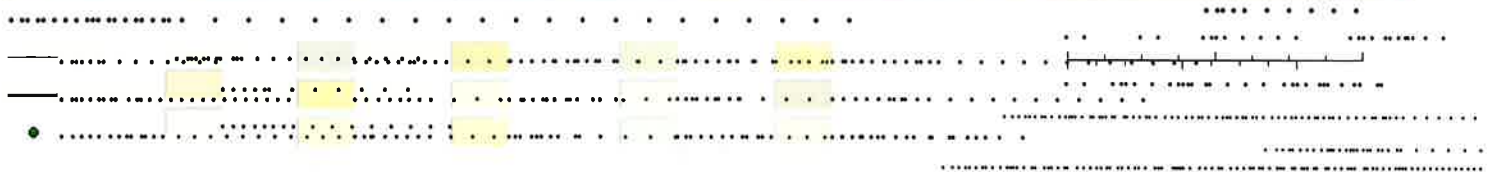
Task Order SBE-20-001

Oakmont Drainage Improvements

6/23/2020

Estimated Fee Schedule

Task and Description	Engineer (Principal)	Senior Engineer	Engineer (PE)	Registered Surveyor	Engineer In Training	Field Inspector	Senior Technician	2-Man Survey Party	Total Estimate
Hourly Rate:	242	203	167	139	138	94	104	166	
Surveying									
1.a. Set control benchmarks				4				4	1,220
1.b. Prepare, submit, and receive right-of-entry documents				1			4		555
1.c. Field Surveying				12			12	24	6,900
Subtotal Hours:	0	0	0	17	0	0	16	28	61
Subtotal Fees:	\$0	\$0	\$0	\$2,363	\$0	\$0	\$1,664	\$4,648	\$8,675
Preliminary Design									
2.a. Collect data, reports					2		2		484
2.b. Site visits			4		4				1,220
2.c. Create CAD base map			4		4				1,220
2.d.i. Prepare hydrologic conditions	1		6		24				4,556
2.d.ii. Evaluate hydraulic design of existing infrastructure	1		8		32				5,994
2.e. Prepare preliminary hydraulic design Alternatives	2		24		40				10,012
2.f. Prepare design alternative exhibits			4		16				2,876
2.g. Prepare preliminary opinion of probable cost			1		8				1,271
Subtotal Hours:	4	0	51	0	130	0	2	0	187
Subtotal Fees:	\$968	\$0	\$8,517	\$0	\$17,940	\$0	\$208	\$0	\$27,633
TOTAL HOURS:	4	0	51	17	130	0	18	28	248
TOTAL FEES:	\$968	\$0	\$8,517	\$2,363	\$17,940	\$0	\$1,872	\$4,648	\$36,308





Attachment C2

Scope of Services

Task Order No. SBE-20-001

13th & Pine Street Drainage Evaluation

General Description of Project:

The proposed project will study and select appropriate drainage improvements within the Snyder Addition and Dimmit Addition of Old Town, specifically a portion of the neighborhood along 13th Street immediately west of Pine Street. The approximate study limits are depicted on the Project Location Map in Attachment C1. Localized sheet flow on private property and concentrated open channel in the concrete lined roadside ROW ditch in this area has occurred. This scope of services generally includes topographic and ROW surveying, hydrologic and hydraulic analysis, evaluating improvements, and preparing cost estimates for drainage improvement alternatives.

1. Surveying Services:

The basic services for this phase include:

- a. Establish survey control throughout the project and set benchmarks.
- b. Prepare, mail, and receive right-of-entry documents.
- c. Survey existing features including curbs, pavement, property improvements, drainage structures, and above-ground utilities to prepare a topographic survey of the project area.

2. Evaluation Services:

The basic services for this phase include:

- a. Identify and collect relevant plans, data, and reports pertinent to this project.
- b. Conduct site visits.
- c. Create a CAD base map that depicts approximate buried utility locations (provided by others), approximate right-of-way, and other elements relevant to this project.
- d. Perform a detailed drainage study of the project limits.
 - i. Delineate basin boundaries based on Williamson County LIDAR 1-ft contours and verified by site visit(s). Calculate runoff rates for 2, 10, 25, and 100-year storms in accordance with the City of Georgetown Drainage Criteria Manual.
 - ii. Prepare a detailed Drainage Study that documents the methodologies, inputs, and outputs calculated. This study will be incorporated into the hydraulic model of the proposed improvements described below.



- e. Prepare up to two conceptual drainage improvement designs that would address known flooding of existing residential structures. One conceptual design would employ a new storm sewer network. Each conceptual design would be supported by a hydraulic model or calculations and an exhibit that show how the improvements address localized drainage concerns. Review the designs with City staff and incorporate any review comments.
- f. Prepare exhibits for identified conceptual designs.
- g. Prepare quantity take-offs and an opinion of probable construction cost.

3. Exclusions:

The following services are specifically excluded from this Task Order. Steger Bizzell would be pleased to provide an additional fee estimate to provide these services.

- a. Utility potholing or other markings/identification
- b. Construction plan preparation
- c. Bidding and Construction Phase Services
- d. TDLR coordination
- e. TCEQ coordination (provided during design phase scope)
- f. Geologic Assessment
- g. Property/boundary survey (front pins will be located)
- h. Environmental documentation or permitting
- i. Coordination of materials testing services
- j. Construction staking
- k. Right-of-way or easement acquisition, including preparation of field notes and legal descriptions
- l. Geotechnical investigation

4. Reimbursables:

Reimbursable expenses are not included in the stated compensation amount and will be billed to Client at Engineer's cost. Reimbursable expenses may include, but are not limited to: postage or other delivery charges, document reproductions, third-party contractors or consultants (if applicable).

Prepared by

STEGE BIZZELL

TBPE Firm F-181

Exhibit C-3

Task Order SBE-20-001

13th and Pine Drainage Improvements

6/23/2020

Estimated Fee Schedule

Task and Description	Engineer (Principal)	Senior Engineer	Engineer (PE)	Registered Surveyor	Engineer in Training	Field Inspector	Senior Technician	2-Man Survey Party	Total Estimate
Hourly Rate:	242	203	167	139	138	94	104	166	
Surveying									
1.a. Set control benchmarks				4				4	1,220
1.b. Prepare, submit, and receive right-of-entry documents				1			4		555
1.c. Field Surveying				16			16	32	9,200
Subtotal Hours:	0	0	0	21	0	0	20	36	77
Subtotal Fees:	\$0	\$0	\$0	\$2,919	\$0	\$0	\$2,080	\$5,976	\$10,975
Preliminary Design									
2.a. Collect data, reports					2		2		484
2.b. Site visits			4		4				1,220
2.c. Create CAD base map			4		4				1,220
2.d.i. Prepare hydrologic conditions	1		6		24				4,556
2.d.II. Evaluate hydraulic design of existing infrastructure	2		12		40				8,008
2.e. Prepare preliminary hydraulic design Alternatives	2		32		56				13,556
2.f. Prepare design alternative exhibits			4		16				2,876
2.g. Prepare preliminary opinion of probable cost			1		8				1,271
Subtotal Hours:	5	0	63	0	154	0	2	0	224
Subtotal Fees:	\$1,210	\$0	\$10,521	\$0	\$21,252	\$0	\$208	\$0	\$33,191
TOTAL HOURS:	5	0	63	21	154	0	22	36	301
TOTAL FEES:	\$1,210	\$0	\$10,521	\$2,919	\$21,252	\$0	\$2,288	\$5,976	\$44,166

\$109,558



Rate Schedule

Effective July 26, 2019

(All Rates Per Hour)

Engineer (Principal)	\$242.00
Senior Engineer	\$203.00
Engineer (P.E.)	\$167.00
Project Manager	\$224.00
Engineer in Training (EIT)	\$138.00
Graduate Engineer	\$133.00
Senior Technician	\$133.00
GIS Technician	\$109.00
Design Technician	\$109.00
CADD Technician/ Draftsman	\$104.00
Survey Technician/ Draftsman	\$104.00
Registered Surveyor	\$139.00
Surveyor in Training (SIT)	\$109.00
1 Man Survey	\$151.00
2 Man Survey Party	\$166.00
3 Man Survey Party	\$182.00
Field Inspector	\$ 94.00
Clerical	\$ 75.00
Student Technician	\$ 34.00

Mileage

Current IRS Rate

These rates are subject to change.

Note: Expert Witness Fees are billed at 1.5 times the hourly rate.

ADDRESS

1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626

PHONE

512.930.9412

FAX

512.930.9416

WEB

STEGERBIZZELL.COM

TEXAS REGISTERED ENGINEERING FIRM F-181

SERVICES

>> ENGINEERS

>> PLANNERS

>> SURVEYORS

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

SUBJECT:

Consideration and possible action to approve **lease rate reduction**, on a **T-Hangar**, for the **Apollo Composite Squadron** of the **Civil Air Patrol**, a United States Air Force Auxiliary -- Joseph A. Carney, C.M., Airport Manager and Ray Miller, Director of Public Works

ITEM SUMMARY:

The Civil Air Patrol (CAP) is an Auxiliary of the United States Air Force that performs aviation activities such as inland search and rescue missions, disaster relief and damage assessment, and transport of time-sensitive medical materials, and provides aerospace education and cadet programs to enhance and support the spread of aviation enthusiasm.

The Apollo Composite Squadron, based at Georgetown Municipal Airport, has used their current T-Hangar since 2005 at a reduced rate of \$0.00/month.

The National Office of the Civil Air Patrol has replaced Apollo Composite Squadron's aircraft with a newer aircraft that is too large to fit in their current hangar. The airport did have an open hangar that the new aircraft would fit into. Apollo Composite Squadron will be relinquishing the old T-Hangar and associated storage unit to move into the new T-Hangar and associated storage unit. This would entail signing a new lease.

The Apollo Composite Squadron would like to have the new T-Hangar rate reduced to \$0.00/month for both the new T-Hangar and the new storage unit. This reduction is permitted under the FAA policies (Federal Register, Vol. 64, No. 30) which permit reduced rental rates and fees to Civil air Patrol units operating aircraft at an airport in recognition of the benefits to the Airport, City, County and State.

STAFF RECOMMENDATIONS

City Attorney's Office and Airport Staff have reviewed the lease and are recommending the acceptance of this request.

FINANCIAL IMPACT:

The CAP rent would be \$400/mo or \$4,800/yr. Execution of this request will have a ½ of 1% negative impact on the hangar/tie-down revenue at the airport.

SUBMITTED BY:

Joseph A. Carney C.M., Airport Manager

ATTACHMENTS:

Apollo Compsite Wing TX CAP Lease

CITY OF GEORGETOWN AIRPORT Hangar Agreement

This Hangar Agreement (the “Agreement”) is entered into on this 26th day of June 2020, between the City of Georgetown (“**Landlord**”), and Civil Air Patrol (“**Lessee**”); as follows:

- 1) **Premises:** Landlord rents to Lessee the following Hangar: TT-7 (“**Premises**”). Lessee accepts all facilities on the leased premises on an “as is” basis. Landlord disclaims all warranties either express or implied, concerning the Premises, including without limitation the condition, use or fitness of the tie-down rings, ropes or chains used to secure airplane, and lessee assumes full responsibility to furnish any equipment necessary to properly secure its aircraft. Lessee agrees to make no alterations or additions to the leased premises without the prior written consent of the Landlord.
- 2) **Aircraft.** Lessee is the owner or lessee of the following Aircraft: Tail Number: N349CP, and as more fully described in the Abstract of Terms, attached hereto as Exhibit “A” and incorporated herein and holds the exclusive right to fly or sell the Aircraft. If Lessee sells, transfer, or otherwise conveys the Aircraft (“Aircraft Sale”), Lessee shall give Landlord prompt written notice of the same, and this Agreement will automatically terminate ninety (90) days after the date of the Aircraft Sale unless (i) Lessee replaces the Aircraft with another aircraft that Lessee has the exclusive right to fly or sell and (ii) Lessee has properly registered the replacement aircraft with Landlord within ninety (90) days or (iii) Lessee provides at least thirty days’ notice of their intent to terminate lease, and such termination shall be effective on the last day of the month following the expiration of the thirty (30) days after the date the Notice is given. Any Aircraft sale shall not release Lessee or change Lessee’s primary liability to pay rent and to perform all other obligations of Lessee under this Agreement.
- 3) **Use of Premises.** The Premises may be used only for the storage or active construction of aircraft. Furnishings appropriate for aircraft maintenance, repair, restoration or construction shall be allowed, subject to applicable FAA Guidelines. The temporary storage of Lessee’s motor vehicle while Lessee is using the Aircraft shall also be allowed.
- 4) **Term:** The Primary Term of this Agreement shall be for a period of one (1) year commencing 1 June 2020 and ending 31 May 2021 (the “Expiration Date”) upon the terms, conditions, covenants and stipulations herein set forth. This Agreement will end on the Expiration Date if Landlord or Lessee provides at least thirty days notice that either Landlord or Lessee intend the Agreement end of the Expiration Notice. If neither Landlord nor Lessee provides such notice, then upon the end of the Primary Term, the Agreement will continue in effect from month-to-month on the same terms and conditions, and the Agreement will automatically renew after the end of each month for a one-month period. Either party may terminate the month-to-month tenancy by providing notice of intent to terminate, and such termination shall be effective on the last day of the month following the expiration of the thirty (30) days after the date the Notice is given.
- 5) **Rent:** Except as set forth in (c.) below, total rent for the duration of the Primary term shall be \$4,800, payable by Lessee in 12 (twelve) equal advance installments of \$400 with the first such installment due and payable concurrently with Lessee’s execution of this Agreement. Each installment thereafter is due and payable on or before the first day of each subsequent month while this Agreement is in effect. If Lessee prefers to make annual rather than monthly payments, annual payments shall be made in the amount of \$4,800 in advance of each 12-month period. Upon termination of the lease by either party, rent remains in effect until last day of the month following the expiration of the lease.

- a. **Late Charges:** If the Landlord does not receive a rent payment in the full amount due by 5:00 p.m. CST on the 5th day of the month in which it is due, Lessee will pay Landlord a late charge of \$25.00.
 - b. **Returned Checks:** In addition to any late charges, Lessee shall reimburse Landlord for each check Lessee tenders to Landlord that is returned or not honored for any reason. Lessee must make any returned check good by paying such amount(s) plus any associated charges in certified funds.
 - c. Landlord recognizes that Lessee performs from time to time, tangible and intangible aviation services for Landlord as identified in Apollo Composite Squadron Services, attached hereto as Exhibit "B" and incorporated herein. So long as Lessee continues performing such services, Landlord will waive the monthly rental as the Georgetown City Council, by approval of this Agreement, finds that such services constitute a public benefit to Landlord.
- 6) **Landlord's Right of Entry.** Landlord shall have the right (but not the obligation) to enter the Premises at any time for any lawful purpose, including, without limitation, (i) inspecting or exhibiting the Premises; (ii) making repairs to the Premises, or alterations or additions; or (iii) to do any other act. For these reasons, Lessee agrees to use City of Georgetown provided lock on hangar access point.
- 7) **Insurance.** Lessee shall procure and maintain combined single limit aircraft liability insurance of \$500,000 per occurrence, and aircraft hull coverage which warrants is no less than the actual value of the Aircraft. Such policies shall be issued by companies licensed to conduct business in Texas, name the City of Georgetown as additional insured, and shall be endorsed to give 30 days written notice to the Airport Manager before cancellation. Lessee shall recover solely from its insurance policies up to the amounts of Lessee's insurance and waives all claims and rights of subrogation against the City up to such amounts. Certificates of insurance shall be provided to the Airport Manager before lease commencement, and a complete copy of the policies and endorsements must be provided upon request.
- 8) **Indemnification.** Lessee agrees to indemnify, and defend the City of Georgetown, its agents, officers, representatives, and employees, against and hold the City of Georgetown, its agents, officers, representatives, and employees harmless from, any and all costs, expenses, fees, fines, penalties, claims, lawsuits, judgments, actions, causes of actions, harm, loss or liability arising from, out of, or in connection with: (a) the use of the Premises by Lessee; (b) the conduct of Lessee's business or anything else done in or about the Premises; (c) any breach or default in the performance of Lessee's obligations under this Agreement; (d) any misrepresentation or breach of warranty by Lessee under this Agreement; and (e) without limiting any of the foregoing, any act or omission of Lessee related to, or in connect with this Agreement. Lessee further agrees that it will not hold the City of Georgetown or any of its agents, officers, representations or employees, responsible for any loss in which a producing cause is fire, theft, rain, windstorm, hail, or from any other natural cause, whether said cause to be the direct, indirect or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the hangars, t-hangars, offices, aprons, field, or any other location at the airport; and lessee agrees that the plane, and its contents are to be stored, whether on the field or in the hangars, entirely at Lessee's risk.
- 9) **Taxes.** Lessee shall timely render to the Williamson Central Appraisal District all aircraft and other property as may be required by law. Lessee shall pay, in addition to the rent provided for herein, all taxes which Lessee may be required by law to pay.

- 10) Change of Status.** Lessee agrees to notify Landlord, in writing, within ten (10) days of any change of Lessee's status including address, telephone numbers, or any other information that deviates from the information provided in the Abstract of Terms. Actual notice to Landlord is required.
- 11) Contractual Lien and Security Interest.** To the extent allowed by law, Lessee grants to Landlord a lien upon, and a security interest in, all fixtures, chattels, and personal property of every kind and description or now or hereafter to be placed, installed or stored, by Lessee at the Premises. Following any nonmonetary breach of this Lease that is not cured within 15 days of notice, or failure to pay rent within 30 days following the due date, if allowed by law, Landlord may take possession of and sell such property in any manner provided by law and may credit the net proceeds upon any indebtedness due, or damage sustained by the Landlord. This contractual lien is in addition to all statutory liens.
- 12) Airport Rules and Regulations.** Lessee shall abide by all rules and regulation of the Federal Aviation Administration, State of Texas, and City of Georgetown, and of all other duly constituted public authorities having jurisdiction. Lessee understands that the rights granted under this Agreement are nonexclusive, and Landlord reserves the right to grant similar privileges to other Lessees. Lessee hereby acknowledges receipt of a copy of this Agreement and a copy of the Rules and regulations of the Landlord, said Rules and Regulations being specifically incorporated by reference as though fully set forth herein; and Lessee agrees that it shall be bound thereby. Section 11 (eleven) of Rules and Regulations provide for a fine not exceeding \$200.00 for any violation of this Agreement.
- 13) Events of Default.** Any one or more of the following shall be events of default by Lessee under this Agreement: (i) failure to pay any rent due under this Agreement or failure to provide and maintain insurance set forth herein and such failure shall continue for a period of ten (10) days; (ii) failure to comply with the Rules and Regulations established for the Airport (whether existing on the date on which this Agreement is executed or as hereafter amended or adopted); (iii) permitting or allowing and act to be done any act which results in a lien being filed against the Premises; and (iv) violation of any other term, provision, or covenant of this Agreement.
- 14) Remedies.** Upon the occurrence of any event of default set forth in this Agreement, Landlord shall have the option to pursue any one or more of the following remedies:
- a. Landlord may terminate this Agreement and repossess the Premises and be entitled to recover as damages a sum of money equal to the total of: (i) the cost of recovering the Premises (including attorneys' fees and costs of suit); (ii) the unpaid rent earned at the time of termination; and (iii) any other sum of money and damages owed by Lessee to Landlord.
 - b. At any time after an event of default by Lessee has occurred, Landlord shall have the right to (i) change or modify door locks on entry doors to the Premises and/or (ii) terminate all utility services to the Premises, and/or (iii) attach a lock to the aircraft stored in the Premises and such right to modify or change locks, terminate utility services and/or attach a lock shall continue so long as Lessee remains in default.
 - c. After terminating this Agreement, Landlord may, without notice to Lessee or any other party, remove any and all personal property located in the Premises and store such personal property at Lessee's expense.
- All rights and remedies of Landlord herein or existing at law or inequity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the exercise of any other. Waiver by Landlord of any defaults or breaches by Lessee of any provisions of this Agreement shall not bar Landlord thereafter from requiring prompt performance by Lessee of the obligation of this Agreement, nor shall Landlord be barred thereafter from immediate exercise of any of Landlord's rights or remedies in case of continuing or subsequent default or violation by Lessee.

15) Venue. If Landlord deems it necessary to retain legal counsel to enforce the terms of this Lease, whether before suit or to represent Landlord in litigation, Lessee shall pay as additional rent all fees and costs of such counsel incurred by Landlord. In the event of any action under this Agreement, venue for all causes of action shall be Williamson County, Texas. The parties agree that the laws of the State of Texas shall apply.

16) Sublease and Assignment. Lessee shall not assign, sublet, or furnish, with or without fee or charge, to any other person, any office, hangar, T-Hangar, storage space, field storage privilege or any other right or privilege in or on any Airport property.

17) Notices. All notices under this Agreement shall be in writing and shall be deemed delivered, whether actually received or not, when deposited in United States mail, postage paid, registered or certified mail, return receipt requested, addressed to the parties at the address indicated below, or at such address as may have specified by written notice delivered in accordance with this Section.

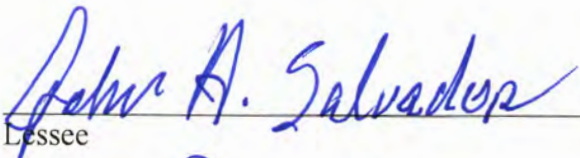
TO CITY:

City of Georgetown
ATTN: Airport Manager
PO Box 409
Georgetown, Texas 78627


TO LESSEE:

For the purpose of this Agreement,
Lessee's address for legal notice is the
address provided in the Abstract of Terms

18) Entire Agreement. This is the only Agreement between the parties concerning the Premises. It consists of 18 Sections, the Abstract of Terms, any addenda, and all subsequent Notices as provided herein. This Agreement may not be changed in any respect by either party except by written agreement.



Lessee



Date

City of Georgetown

Date

By: _____
Dale Ross, Mayor

Attest:

Robyn Densmore, City Secretary

Approved as to Form:

Charlie McNabb, City Attorney

Exhibit "A"

**City of Georgetown Airport Hangar or Tie-Down Agreement
ABSTRACT OF TERMS**

Lessee Information:

Lessee Name: CIVIL AIR PATROL _____
Contact Name: JOHN A. SALVADOR, CHIEF OPERATING OFFICER _____
Mailing Address: 105 S HANSELL ST., BLDG. 714 _____
City, State, and Zip Code: MAXWELL AFB, AL 36112-5937 _____
Home Phone: _____
Cell Phone: _____
Office Phone: (334) 953-9318 _____
Fax: _____
Email Address: GC@capnhq.gov _____

Emergency Contact Information:

Emergency Contact Name: JAMES GLOMBOWSKI _____
Emergency Contact Number: (214) 906-1120 _____
Emergency Contact Email: TEXAS.SORTIES@GMAIL.COM _____

Description of Aircraft:

Aircraft Make/Model: _____
Tail Number: _____
Registered Owner: _____

Insurance:

Aircraft Insurance Company: _____
Address: _____
Telephone Number: _____

Rental Terms:

Hangar/Tie-Down #: TT-7 _____
Commencement Date: 1 JUNE 2020 _____
Expiration Date: 31 MAY 2021 _____
Monthly Installments: \$400 (unless waived as provided in Hangar Agreement) _____

Exhibit “B”

Apollo Composite Squadron Services

Apollo Composite Squadron was chartered in July of 1978 as unit TX-371 under the Texas Wing of the USAF Auxiliary's Civil Air Patrol. Performing Emergency Service missions and community service events in Georgetown, Round Rock and Central Texas; Apollo has called Georgetown Municipal Airport home for over 30 years.

Emergency Services Missions Performed by Apollo

- Missing Persons
- Missing Aircraft
- ELT Searches
- Counter Drug (Classified)
- COVID-19 PPE Distribution Flights
- COVID-19 Dirty Test Kits Flights (pick up and delivery to DSHS)
- Firewatch
- Drought Assessments
- Storm/Hurricane Damage Aerial Assessments
- DPS Aerial Radio Repeater Flights (High-bird)
- Military Training Route Surveys
- Restricted Airspace Intercept Training with USAF and National State Guard
- Homeland Security – Key State Asset Aerial Patrol
- Aerial Targeting Training with JS Army
- Predatory Drone Training and Escort for US Air Force

Community Service Events

- Parking and Crowd support for Georgetown Parks & Recreation events:
 - Play for Fall
 - Touch-a-Truck
 - Flashlight Easter Egg Hunt
 - Red Poppy Bike Ride
- Flag Routes – Sertoma Club (50 flags placed throughout Georgetown on 9 annual holidays)
- Aerospace Education booth – Round Rock Christmas Festival
- Cadet Color Guards
 - Rotary Club Field of Honor
 - Georgetown 4th of July parade
 - Central Texas and Bluebonnet Airshows

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

SUBJECT:

Consideration and possible action to execute a **Memorandum of Understanding** between the City of Georgetown, the **City of Round Rock**, and the **Brazos River Authority** for a **Water Resource Evaluation Project** for **Williamson County** -- Glenn W. Dishong, Director of Water Utilities

ITEM SUMMARY:

The attached MOU creates a framework for collaborative study of additional water resources for use in Williamson County led by the Brazos River Authority. The study will identify specific projects that can be completed by one of more of the participants through subsequent inter-local agreements.

FINANCIAL IMPACT:

There is no financial impact of this MOU.

SUBMITTED BY:

Glenn Dishong, Director of Water Utilities

ATTACHMENTS:

BRA MOU for Water Resource Eval

MEMORANDUM OF UNDERSTANDING FOR WATER RESOURCE EVALUATION PROJECT FOR WILLIAMSON COUNTY

This Memorandum of Understanding, ("Memorandum") is entered into by and among the Brazos River Authority, ("BRA"), with a mailing address of 4600 Cobbs Drive, Waco, Texas 76710, the City of Georgetown ("Georgetown"), with a mailing address of 300-1 Industrial Ave., Georgetown, Texas 78626, and the City of Round Rock ("Round Rock"), with a mailing address of 221 E. Main Street, Round Rock, Texas 78664, (collectively "Participant(s)"), to be effective as of the date last executed below ("Effective Date").

RECITALS

WHEREAS, the State of Texas has determined that a regional approach for planning and developing water resource projects is an effective methodology for meeting local needs and managing the state's resources;

WHEREAS, BRA was created by the Texas Legislature to manage the water resources of the Brazos River Basin;

WHEREAS, Georgetown and Round Rock desire to acquire additional water resources to meet the needs of their citizens;

WHEREAS, the State Water Plan has identified needs throughout Williamson County for additional water resource supply and public water supply infrastructure;

WHEREAS, BRA intends to pursue the development of additional water resource supplies across the Brazos River Basin and provide a framework for water supply project evaluation and prioritization that considers benefits, risk, and fiscal impact and sustainability;

WHEREAS, Participants have each been reviewing various water supply options for addressing long term water resource supply needs; and

WHEREAS, Participants have determined that a collaborative approach to water development will prove beneficial and therefore will work together to define water resource needs, identify potential developable sources of water, and projects to meet the water needs of parts or portions of Williamson County.

NOW, THEREFORE, Participants in consideration of the mutual covenants, obligations, and benefits provided herein, agree as set forth above and hereinafter:

Article I. Cooperative Understanding

1.1 Participants intend to jointly pursue a collaborative water resource development and planning project ("Project") to meet long-term water supply needs in Williamson County.

1.2 The Project may contain multiple phases, with the Participants determining funding levels in subsequent interlocal agreements.

1.3 In an effort to facilitate the contemplated long-term water development initiatives and planning efforts, the Participants shall establish a Participant Committee, which will work collaboratively to identify and implement sustainable solutions and provide regional approaches to water resource solutions in Williamson County.

1.4 Each Participant will appoint a representative 1) to attend all Participant Committee meetings; 2) to participate and receive information; and 3) to provide input during the preparation of the Project.

Article II. Project Initiatives

2.1 BRA, Georgetown, and Round Rock intend to perform a collaborative study, to identify regional and long-term water solutions for Williamson County, such as evaluating groundwater and conjunctive water development opportunities that have been presented by different marketing groups, water sharing and scenarios for potential redistribution of water supplies, and any other viable solution for regional and long-term sustainability of water supplies in Williamson County.

2.2 Timelines for Project activities will be determined and agreed to by the Participants in subsequent interlocal agreements.

2.3 Upon completion of the initiatives contemplated herein, the Participants agree to negotiate in good faith for the implementation of a long-term water supply solution(s). These negotiations may include further phases and/or funding for this Project.

Article III. General Provisions

3.1 Future Obligations. This Memorandum does not obligate any Participant to participate in the development of any project beyond the efforts set forth herein.

3.2 Entire Agreement. The terms and provisions of this Memorandum contain the entire agreement between the Parties with respect to the matters addressed above.

3.3 Amendments. No modification, addition, deletion, revision or other change to this Memorandum shall be effective unless such change is reduced to writing and executed by all Parties.

3.4 Multiple Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall constitute an original.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed,
as of the Effective Date.

By: _____
Dale Ross, Mayor
City of Georgetown

Date of Execution

By: _____
Craig Morgan, Mayor
City of Round Rock

Date of Execution

By: _____
David Collinsworth, GM / CEO
Brazos River Authority

Date of Execution

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

SUBJECT:

Public Hearing and possible action on a **proposed determination of no feasible or prudent alternative** to the use of a **portion of public parkland**, being a portion of **San Gabriel Park** located along the **southside of FM 971 between Riverhaven and Austin Ave.** for the **relocation of an existing water line** -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:

The City is has begun construction on the extension of Northwest Boulevard from the west side of IH-35, over the interstate, to intersect with the west side of Austin Avenue. The purpose of this project is to enhance mobility across the IH-35 corridor.

As part of the effort, improvements and relocation of FM 971 are being undertaken. The FM 971 ROW for this relocation is overtaking and displacing an existing 12" waterline that runs through the area, having once been in San Gabriel Park. Multiple alternatives have been studied, and none are considered feasible by Staff which do not cross a portion of San Gabriel Park.

Without relocation of the waterline to an area within the park, the city will have two options: 1. either the City will need to maintain the waterline in the FM 971 right of way, causing damage to that facility (and requiring lane closures) during each instance of maintenance and repair; or, 2. acquire an easement across private property with unknown potential impacts to that site and complicating services to the park from this line.

Approval of this item would allow the use of approximately 0.895 acres of San Gabriel Park, located on the north side of the park from Austin Avenue to River Haven Drive, for the relocation of the waterline. The installation of the waterline will not inhibit the current uses of this park area which include walking trails and open space, or any potential future landscaping.

Staff recommends that Council make a finding of no feasible and prudent alternative to the proposed waterline relocation.

FINANCIAL IMPACT:

N/A. Costs associated with this item will be as approved in a construction bid.

SUBMITTED BY:

Travis Baird- Real Estate Services Manager

ATTACHMENTS:

Presentation

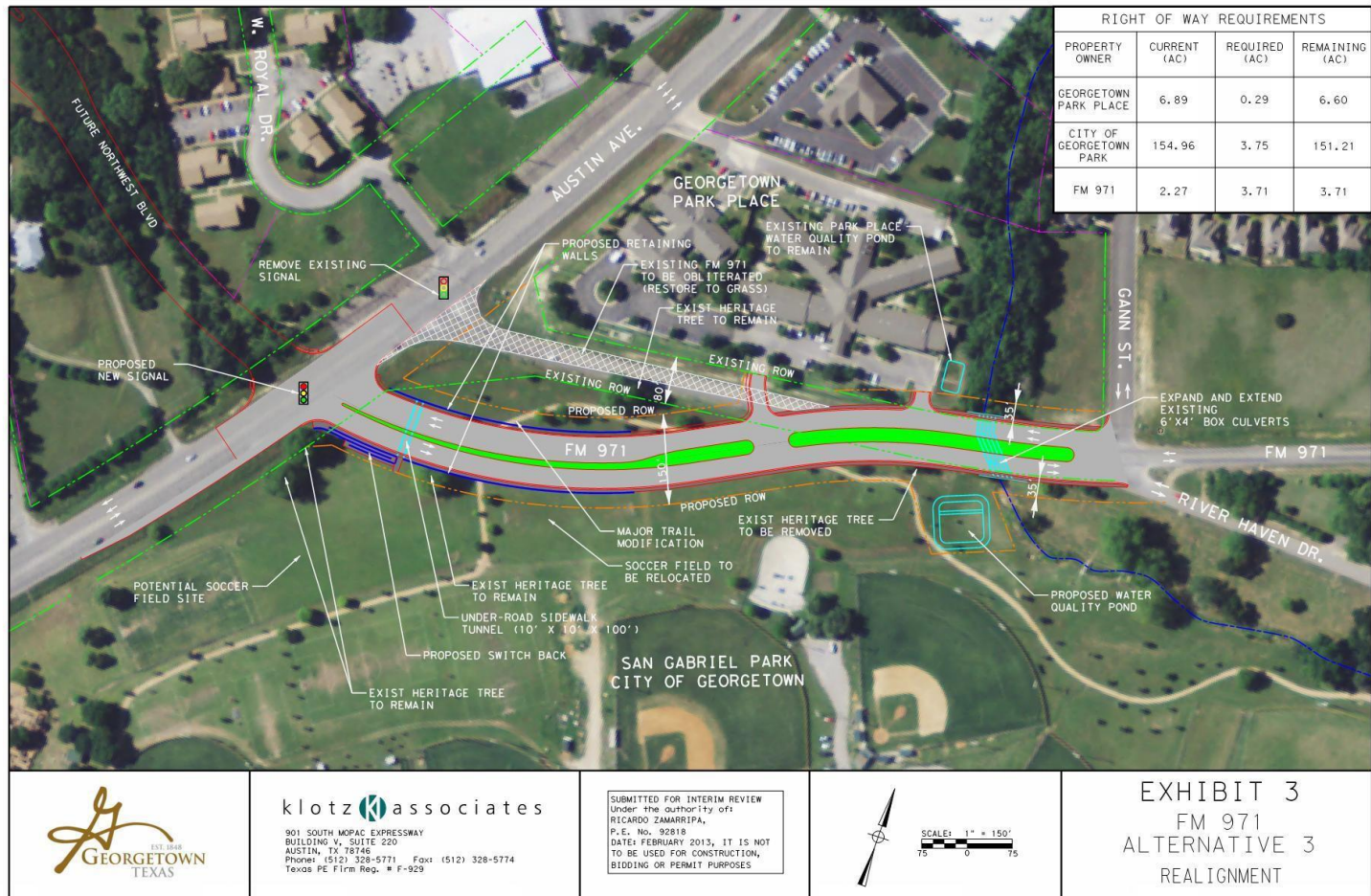
Waterline Relocation for FM 971: San Gabriel Park

Public hearing regarding a proposed finding of no reasonable or prudent alternative to the taking of approx. 0.895 acres of parkland from San Gabriel Park for relocation of an existing waterline along FM 971.

Background Information

- Northwest Blvd is being extended from the west side of IH-35 to the west line of Austin Avenue.
- The purpose of the extension is to enhance mobility across the IH-35 corridor between east and west Georgetown.
- This extension and new intersection will create an offset intersection with existing FM 971 at Austin Ave.

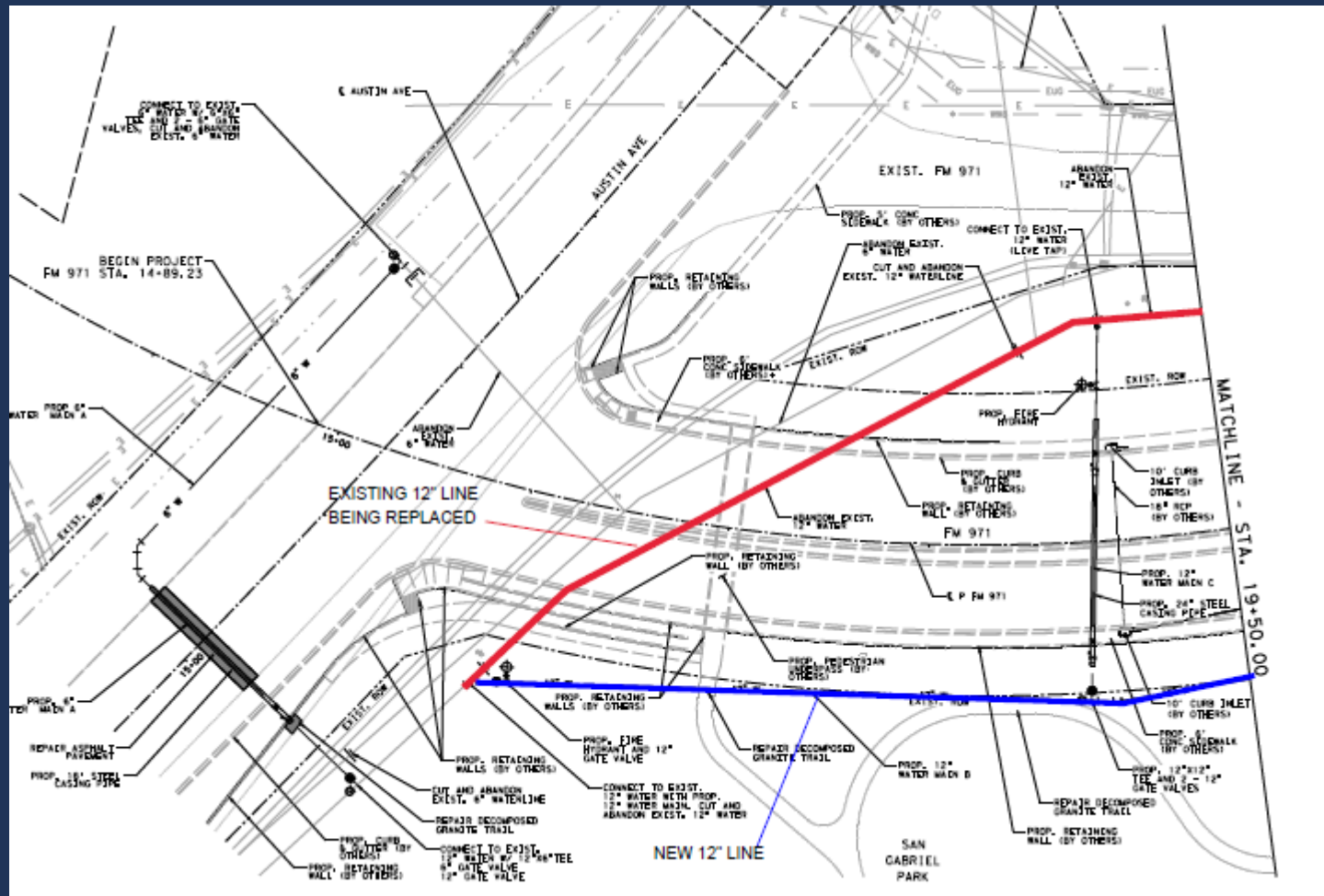
FM 971 Realignment

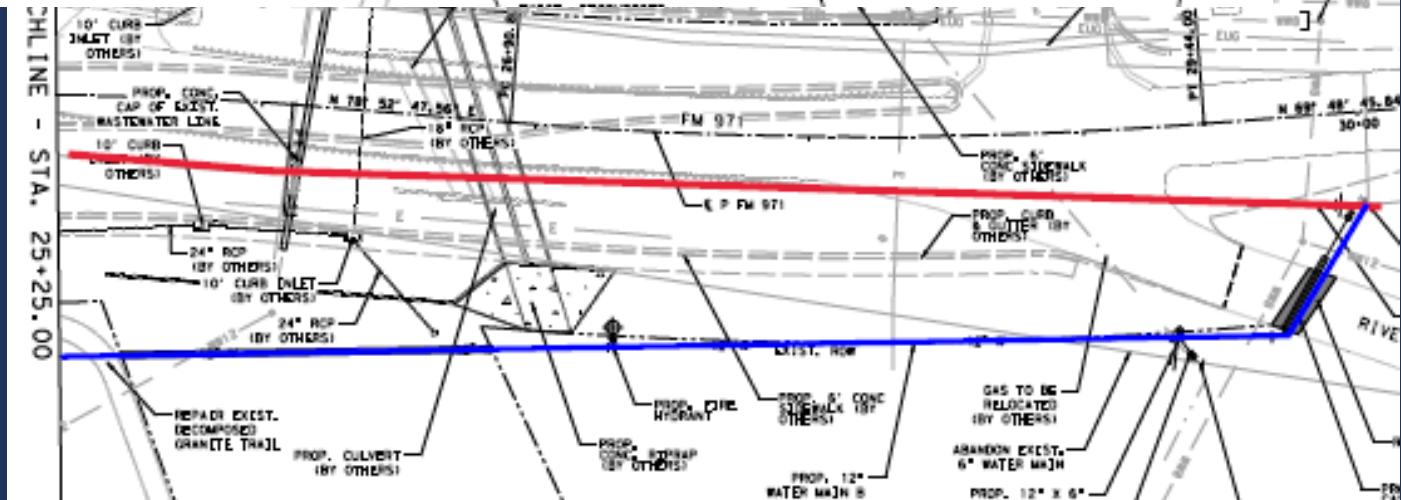


Key Considerations

- FM 971 is being adjusted to meet the NW Blvd/Austin Ave. intersection.
- This adjustment will cause the right of way to overtake and displace the City's existing waterline on the south side of FM 971, between Riverhaven and Austin Avenue.
- Leaving the existing waterline in place would:
 - Cause future conflict with TXDOT;
 - Cause potential future conflict with area utilities;
 - Complicate maintenance of the line.
 - Require damaging TXDOT facility, closing lanes, etc.

Waterline Realignment





Key Considerations

- Moving waterline to north side existing TXDOT right of way would:
 - Require additional easement;
 - Have unknown impacts on use of that property;
 - Complicate service connections to the Park.
- CIP Staff have worked with Parks staff to adjust line to limit impacts:
 - Little impact from construction.
 - Any damage caused by construction will be repaired.
 - No impact to current use of the area by the park (open space, landscaping, trails, etc.).

Purpose of Hearing

- Determination of no feasible and prudent alternative to the use of a portion of the approximately 0.895 acres of San Gabriel Park necessary for the relocation an existing 12" waterline.

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

SUBJECT:

First reading of an Ordinance **amending Section 12.20.050** of the Code of Ordinances entitled “**Prohibited Practices**” relating to the prohibition of **consumption of alcoholic beverages in certain City Parks** -- Kimberly Garrett, Parks and Recreation Director

ITEM SUMMARY:

Blue Hole Park is a scenic area surrounded by limestone cliffs located along the South San Gabriel River. Amenities include picnic areas, restrooms and wading areas. When the river is flowing it provides for a very popular swimming destination. This area continues to gain popularity due to its natural beauty and easy access. Due to its proximity to the downtown and access to water, visitation at Blue Hole Park has grown substantially over the years. On an given day, park staff take numerous calls requesting the status of Blue Hole Park and directions on how to get there and where to park.

The safety and security of our parks is a priority. Making sure Blue Hole Park is a place where families feel safe bringing their children is also important. Over the past ten years, there has been an increase in negative behavior at Blue Hole Park. This is evident in the calls for service provided by the Police Department in the attached report. This ordinance change proposes to prohibit alcohol at Blue Hole Park. While the data only shows 18% of the arrests are related to alcohol, it is the proximate cause of disturbances, fights, welfare concerns and medical calls. The last two years, the police department has proactively assigned officers to Blue Hole Park during the peak season to provide a police presence in the area.

There are several other cities in our area and around Texas that prohibit alcohol in their parks depending on their situation. The following cities either ban alcohol completely from all their parks or from some of their parks: San Marcos; New Braunfels; Travis County Parks; Austin; Harker Heights; Houston; Kyle; Waco; Abilene; and Tyler. All cities surveyed also prohibit alcohol at their swimming pools as we currently do. Being that Blue Hole Park is considered a swimming area, it is consistent with prohibiting alcohol at our swimming pools.

The Parks and Recreation Department and the Police Department both support this ordinance that prohibits alcohol in Blue Hole Park. In addition, City Council Members requested changes to Blue Hole Park at their June 23, 2020 workshop. New signage would be placed in the park notifying guests and visitors of the new prohibited practice which is enforceable by ordinance.

FINANCIAL IMPACT:

NA

SUBMITTED BY:

Kimberly Garrett, Parks and Recreation Director

ATTACHMENTS:

Blue Hole Analysis from GPD
Ordinance

GEORGETOWN POLICE DEPARTMENT

BLUE HOLE PARK ANALYSIS



PREPARED BY:

Assistant Chief of Police Cory J. Tchida

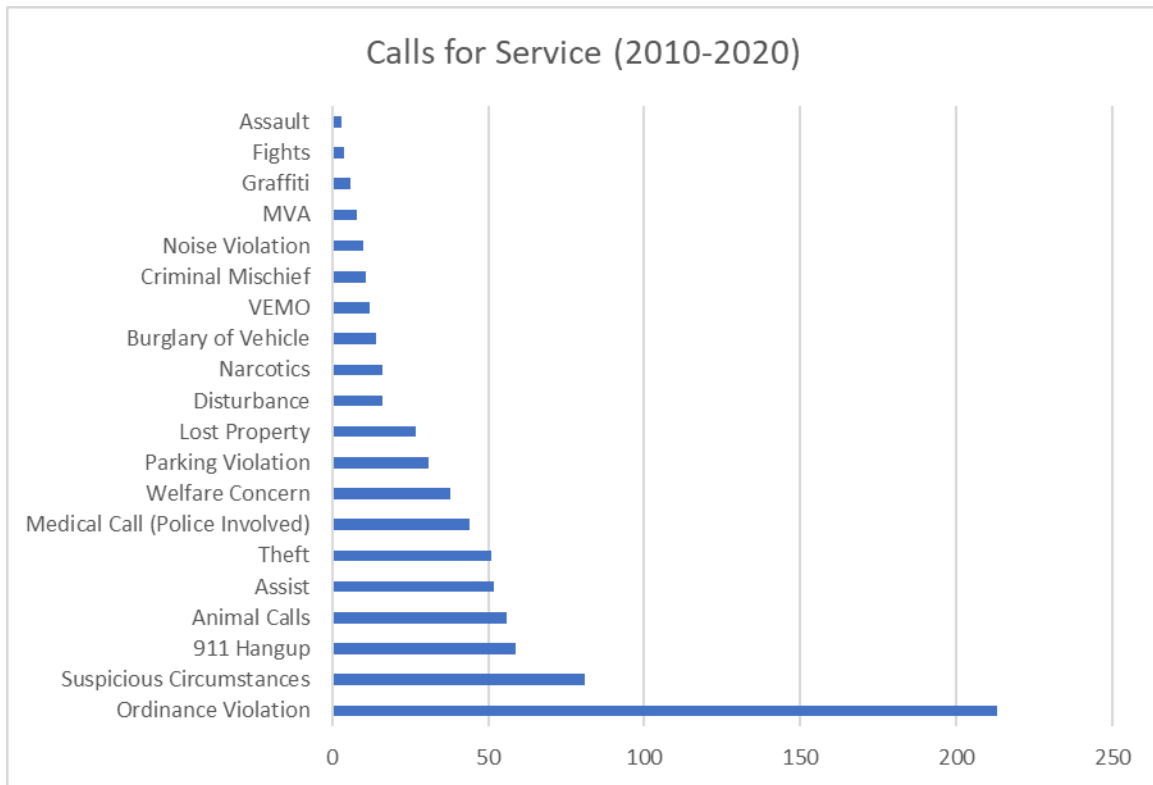
Introduction



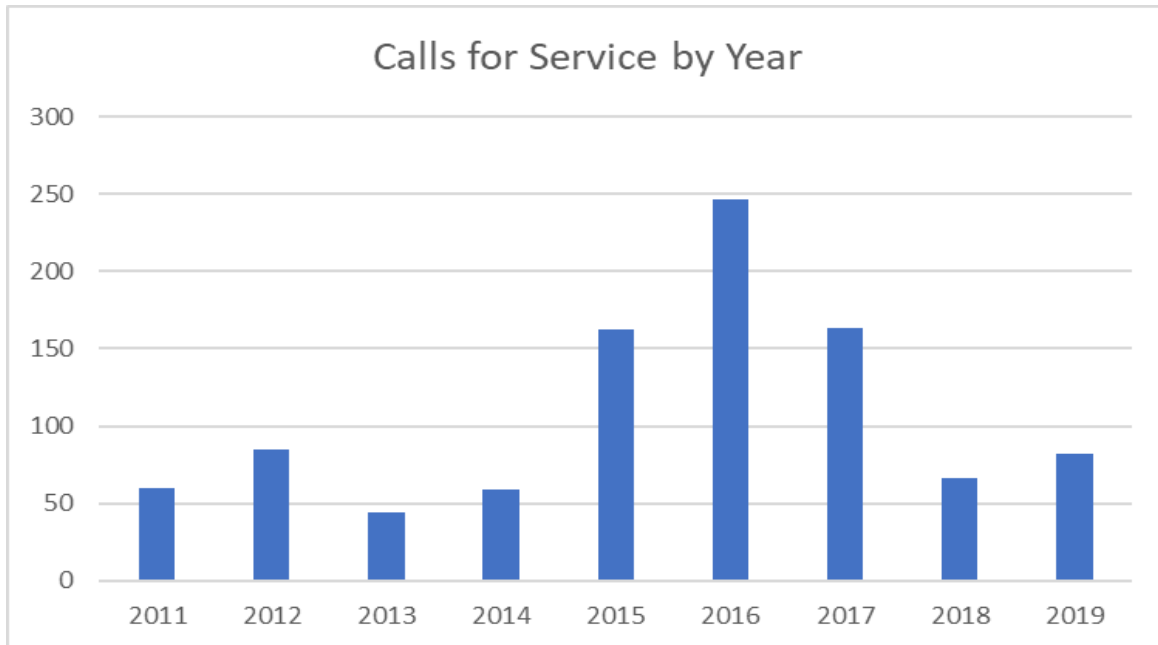
Blue Hole Park is a scenic lagoon bordered by limestone bluffs along the South Fork of the San Gabriel River. It is located five blocks north of the downtown Square along N. Austin Avenue. The park features picnic areas, restrooms, and wading areas.

Listed below is data regarding various police activity in and immediately around Blue Hole Park dating back to 2010. Where relevant, commentary will be added to contextualize the data presented.

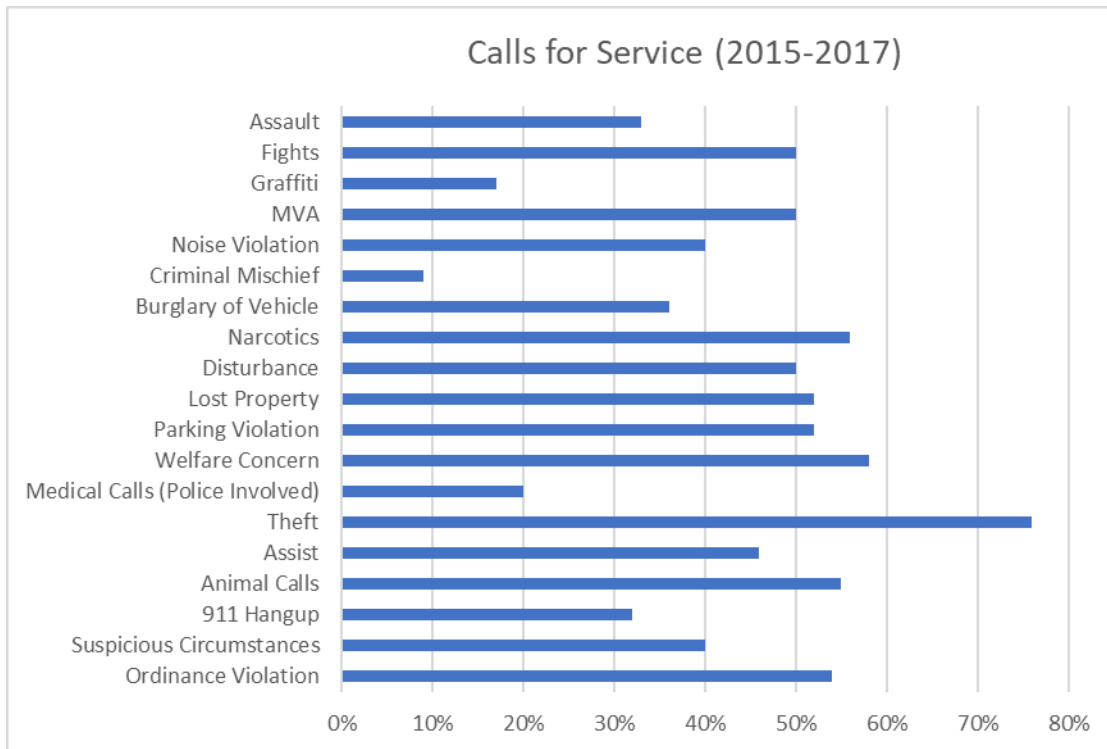
Calls for Service



As can be seen above, the primary call for service to Blue Hole Park from 2010 to 2020 year to date is titled Ordinance Violations. This call for service overwhelmingly is related to reports of people jumping off the cliffs in Blue Hole Park which is a prohibited by city ordinance.

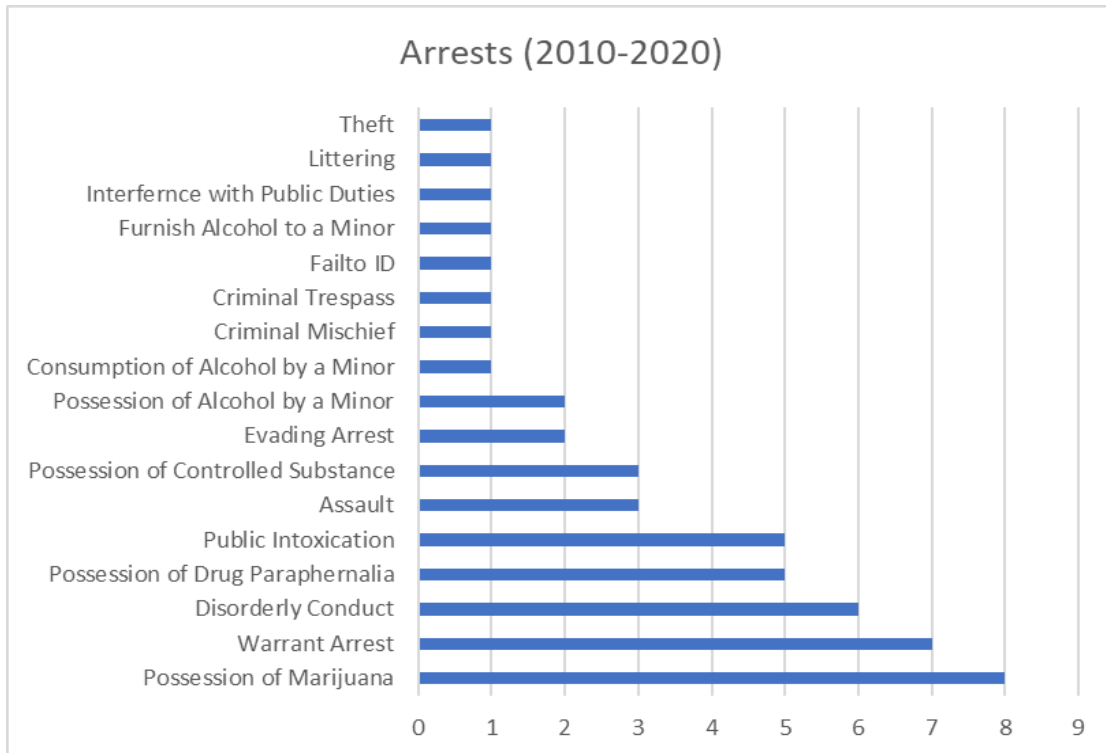


As can be seen in the chart above, the years 2015, 2016, and 2017 saw a sharp increase in calls for service. We currently attribute this to the cyclical nature of the drought situation in Texas. Since 2000, the longest duration of drought in Texas lasted 271 weeks beginning on May 4, 2010 and ending on July 7, 2015. This sustained period of drought would have a significant effect on the flow of the San Gabriel river making Blue Hole Park significantly less attractive for visitors. The sharp increase in calls for service coincides with the ending of the drought. The average calls for service for 2015-2017 saw a 100% increase from calls for service from 2011-2014.



This chart shows that of the calls received from 2015-2017, many categories of call type exceeded 50% of the total call volume for 2010 to 2020. For example, 54% of the ordinance violations received from 2010 to 2020 year to date were received in the years 2015-2017.

The decline in calls for service realized in 2018 and 2019 were due to a decision to proactively staff Blue Hole park with police officers on an overtime assignment. Officers were assigned to the park during peak times (day of week, time of day, and time of year). This staffing decision has caused calls for service to be reduced by 60% in 2018-2019 from the 2015-2017 period.



The chart above identifies all the arrest charges that have occurred at Blue Hole park since 2010. It is important to note that arrests mean people physically taken into custody and those who were issued a citation. 18% of the total arrests involve some type of alcohol offense.

Alcohol

The numbers above provide a snapshot into the type of activity handled by the Georgetown Police Department in Blue Hole Park from 2010 to 2020. As previously stated, 18% of the arrests involve an offense related to alcohol.

What is missing from the analysis is the nexus alcohol potentially has to the data set in its entirety. If only the categorized alcohol offenses are reviewed, it will not give a true representation of the outcomes of excess alcohol consumption in Blue Hole Park.

Disturbances, fights, welfare concerns, and even medical calls can and often do have alcohol as a proximate cause. Each of these calls types is in the top 20 types of calls received in the park.

Eliminating alcohol consumption in Blue Hole park is one way to have the potential to have an immediate impact on calls for service in Blue Hole Park.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 12.20.050 THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN RELATED TO PROHIBITION OF ALCOHOLIC BEVERAGES IN CERTAIN CITY PARKS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR A PENALTY FOR VIOLATION PURSUANT TO CHAPTER 1.08 OF THE CODE OF ORDINANCES; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Georgetown recognizes the importance of maintaining safe parks and recreational facilities for the general public to enjoy; and,

WHEREAS, the City Council of the City of Georgetown finds that prohibiting alcoholic beverages at certain City Parks will help maintain a safe park environment for the public to enjoy.

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 12.20.050 "Prohibited Practices", of the Code of Ordinances of the City of Georgetown is hereby added as follows.

Sec. 12.20.050. - Prohibited practices.

- A. Golf Driving Range. It shall be unlawful to drive, pitch, hit or strike a golf ball in a City park.
- B. Hunting, Bow Fishing. It shall be unlawful to hunt, or bow fish within City park boundaries.
- C. Glass Bottles. No person shall use or possess any glass beverage bottle in City parks. This shall not apply to Garey House or wine and liquor bottles used in the Community Center.
- D. Cliff Jumping, or Diving. It shall be unlawful for any person to dive or jump from any cliff or rock face in a City park. It shall be unlawful to knowingly, recklessly, or with criminal negligence, cause any person to dive, jump or fall from any cliff or rock face in a City park.

- E. Commercial Business Activities. It shall be unlawful to conduct any commercial or business activities of any kind for which any participation or admission fee is charged or any revenue is otherwise derived in a City park unless otherwise authorized by agreement with the City or by permit.
- F. Animals. Except in the off-leash areas designated pursuant to Section 12.20.070, it shall be unlawful to permit any dog to be in any City park, unless such dog is on a leash no longer than six feet. Other than dogs, animals are not allowed at any time within City Parks except in authorized areas or as allowed by a permit issued by the Director. Except as provided above, it shall be unlawful for any person to bring, harbor, or release any other animal in City parks.
- G. Reserved Facilities. It shall be unlawful for any unauthorized person to enter a reserved facility or are during the period of time the facility is reserved or to remain or return to a reserved facility after being given notice to leave.
- H. Motor Vehicles. It shall be unlawful for any person to operate, drive, or ride any motor vehicles within a City park on a surface other than a road, street or parking lot. This provision is not applicable to city motor vehicles, emergency vehicles, or motor vehicles that have received a permit authorizing its operation.
- I. Parking. It shall be unlawful for a person to park a motor vehicle, other than a city-owned vehicle, within a City park at any place not designated as a parking area or otherwise authorized by permit.
- J. Disruption of Authorized Activity. It shall be unlawful for any person to knowingly disrupt an authorized activity conducted in a City park and it shall be unlawful for any person to remain in an area of a City park if the person's behavior is disruptive and the person is instructed to leave the property by a representative of Parks and Recreation.
- K. Alcoholic Beverages. It shall be unlawful for any person to publicly consume or display alcoholic beverages within the Blue Hole Park.

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:

Skye Masson, City Attorney

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

SUBJECT:

Forwarded from General Government & Finance Advisory (GGAF):

Consideration and possible action to award **JP Morgan Chase Bank** as the City's **depository bank** for a **one year** and **eight month term beginning September 1, 2020 to April 30, 2022** with no options for renewals and to authorize staff to negotiate a depository services contract with JP Morgan to bring back to Council for approval -- Elaine Wilson, Controller

ITEM SUMMARY:

Background

The City currently has an agreement with JPMorgan Chase to provide bank depository services. The current contract will expire August 31, 2020 with no additional renewal options. JPMorgan Chase was selected through a competitive proposal process conducted in 2015.

RFA Process

Our investment advisory contract includes preparation of RFA, review and selection of new depository banking services. Valley View Consulting, L.L.C., prepared the RFA and reviewed the responses for our bank depository services.

The City received responses to the Request for Applications for Depository Services from the following Georgetown banks:

- JPMorgan Chase
- BBVA Compass Bank
- Independent Financial
- Verabank

All banks were evaluated based on their ability to provide the technical and customer service support for the City's depository needs, as well as the ease of use of technology to provide efficient means for staff to administer funds. Fees were reviewed to determine the best value to the City along with transition costs, incentives offered, and other factors and risks.

COMMENTS

Recommendation

GGAF and staff recommends awarding a depository contract to JPMorgan Chase with a limited term and no options of renewals to allow staff to mitigate factors such as the current year implementation of Workday Financials, upcoming year-end, COVID, and staffing shortages.

FINANCIAL IMPACT:

The cost for the term is estimated at \$74,073 including 3 months of waived fees.

SUBMITTED BY:

RLD on behalf of Elaine Wilson

ATTACHMENTS:

Valley View RFA Analysis

Valley View Recap

Selection Summary

Bank Depository Presentation

City of Georgetown, Texas

Primary Depository Bank Services - RFA #202008



	JPMorgan Chase (Incumbent)	BBVA	Independent Financial	VeraBank
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Evaluation Criteria

1	Ability to perform and provide the required and requested services;
2	Reputation of applicant and quality of services;
3	Cost of services;
4	Transition cost, retention and transition offers and incentives;
5	Funds availability;
6	Interest paid on interest bearing accounts and deposits;
7	Earnings credit calculation on compensating balances;
8	Completeness of application and agreement to points outlined in the RFA;
9	Physical location within municipal boundaries;
10	Convenience of locations;
11	Previous service relationship with the City; and
12	Financial strength and stability of the institution.

DETAIL RESPONSE ANALYSIS OF DEPOSITORY BANK SERVICES

Required Bank Services

1	Online Banking Services	Yes	Yes	Yes	Yes
2	Controlled Disbursement Account	Yes	Yes	No	No
3	Zero Balance Accounts	Yes	Yes	Yes	Yes
4	Positive Pay and Account Reconciliation Service	Yes	Yes	Yes	Yes
5	ACH	Yes	Yes	Yes	Yes
6	ACH Debit Blocking and Filtering	Yes	Yes	Yes	Available May 2020
7	Consumer Bill Pay Processing	Yes	Yes	No	Yes
8	Remote Deposit Capture	Yes	Yes	Yes	Yes
9	Wire Transfers	Yes	Yes	Yes	Yes
10	Post No Checks	Yes	Yes	Yes	Yes
11	Tamperproof Bank Bags	Yes	Yes	No	No
12	Bank Supplies	No	Yes	No	No
13	Funds Availability	Yes	Yes	Yes	Yes
14	Employee Check Cashing	Yes	Yes	Yes	Yes
15	Returned Check Reprocessing	Yes	Yes	Yes	Yes
16	Account Analysis	Yes	Yes	Yes	Yes
17	Bank Statements	Yes	Yes	Yes	Yes
18	Payment for Services	Yes	Yes	Yes	Yes
19	Account Settlement - Required Quarterly	Yes	Yes	No, Monthly only	Yes
20	Research	Yes	Yes	Yes	Yes
21	Bank Errors	Yes	Yes	Yes	Yes
22	Investment Account	Yes	Yes	Yes	Yes

City of Georgetown, Texas

Primary Depository Bank Services - RFA #202008



		JPMorgan Chase (Incumbent)	BBVA	Independent Financial	VeraBank
23	Audit Confirmations	Yes	Yes	Yes	Yes
24	Balance Assessment/Recoupment Fee	Fee passed in full to the City.	Waived for the full contract term	Fees apply only to non-interest bearing accts	Waived
25	Reserve Requirement	No	Waived	Yes 10%	Yes 11.5%
26	Earnings Credit Rate / Formula / Floor	Managed rate Currently 0.28% No floor	Managed 0.50% as of 3/31/20 on NIB Accts / No Floor One time available change to index rate 90 Day T-Bill less 0.10% with no floor.	<500K = 0.45% <1M = 0.50% >1M = 0.55% Bank Managed No Floor	0.50% Bank Managed No Floor
Services That May Be Considered					
1	Bank Provided ATM	No	Yes - additional pricing for an AllPoint ATM	No	No
2	Integrated Disbursement Services	Yes	Yes	No	No
3	Electronic Data Interchange	Yes	Yes	Yes	Yes
4	Courier or Armored Car Services	Yes, fee passed in full through analysis	No	No	No
5	Smart Safe	Yes	Yes	No	No
Collateral Requirements					
1	Collateralization	Yes w/Qualifier	Yes	Yes	Yes
2	Collateral Amount	Yes w/Qualifier	Yes	Yes	Yes
3	Collateral Custody - Custodian	Yes - FRB	FHLB Atlanta - LOC	Yes - TIB	Yes - TIB
4	Collateral Releases and Substitution	Yes	Yes	Yes	Yes
5	Collateral Report	Yes	Yes	Yes	Yes
6	Board Resolution	Yes	Yes, if required, BBVA asserts no FIRREA is needed for LOCs	Yes	Yes
Investment Activities					
1	Direct Investment Alternative	Yes	Yes	Yes	Yes
2	Certificates of Deposit	Yes	Yes	Yes	Yes
3	Security Clearance/Safekeeping Services	Yes - BNYM	Yes	Yes - TIB Fee schedule provided	No
Overdraft Provisions					
1	Net Overdraft Defined - Collective Deposits	Yes	Yes	Yes	Yes
2	Notification	Yes	Yes	Yes	Yes
3	Daylight Overdrafts	Yes	Yes	DODs not tracked	Response blank
Other Stipulations					
1	Regulation Notifications	Yes	Yes	Yes	Yes
2	Notification of Incoming Wire Transfers	Yes	Yes	Yes	Yes

City of Georgetown, Texas

Primary Depository Bank Services - RFA #202008



	JPMorgan Chase (Incumbent)	BBVA	Independent Financial	VeraBank
3 Right to Cancel Under Federal or State Law Rulings	Yes	Yes	Yes	Yes
4 Access to Bank Records	Yes	Yes	Yes	Yes
5 Right to Open and Maintain Other Accounts	Yes	Yes	Yes	Yes
6 Secondary Bank Depository	Yes	Yes	Yes	Yes
7 Right To Terminate	Yes (30 Days Notice)	Yes	Reciprocal w/90 days written notice	Yes
8 Terms Fixed	Yes	Yes	Yes	Yes
9 One Relationship Officer	Larnell Camus 512-479-2720	Edward Hanna 512-869-1126	John Rossi 512-931-0077	Michael Purifoy 512-869-8181 x4627
Miscellaneous				
1 Semi-Annual Meeting	Yes	Yes	Yes	Yes
2 Formal Agreement Required	Yes - refer to exceptions in RFA	Yes	Yes	Yes
Required Response Attachments				
1 Account Analysis - pro-forma	Yes	Yes	Yes	Yes
2 Rate Basis	Yes	Yes	Yes	Yes
3 Sample Collateral Agreement	Yes	Yes	Yes	Not provided
4 Security Measures	Yes	Yes	Yes	Yes
5 Technology Specifications	Yes	Yes	Yes	Yes
6 Sample Safekeeping Agreement	Yes	Yes	Yes	S/K Not offered
7 Sample Safekeeping Report	Yes	Yes	Yes	S/K Not offered
8 Securities Safekeeping Fees	Yes	Yes	Yes	S/K Not offered
9 Investment Account Information	Yes	Yes	Yes	Not provided
10 Summary Business Continuity Plan	Yes	Yes	Yes	Yes
11 References	Yes	Yes	Yes	Yes
12 Sample FIRREA Compliant Document	Yes	Yes	Yes	Not provided
13 Completed Fee Schedule in Excel	Yes	Yes	Yes	Yes
Other Considerations				
1 Transition/Retention Allowance	N/A	\$ 10,000.00	N/A	N/A
2 Waived Service Fees	Fee waiver of 1st 3 months	Waiver of net service fess for 1st two months, but based on current ECR listed, the balances would cover the fees.	N/A	N/A
3 Remote Deposit Scanners	2 scanners at no cost to City	2 scanners at no cost to City	N/A	N/A

City of Georgetown, Texas

Primary Depository Bank Services - RFA #202008



		JPMorgan Chase (Incumbent)	BBVA	Independent Financial	VeraBank
4	New Supplies	Free deposit bags for life of contract	Free deposit bags, endorsement stamps, and deposit slips for life of contract.	First order of checks and deposit slips ordered through Independent Financial	N/A

FEE ANALYSIS OF DEPOSITORY BANK SERVICES				
Historical Bank Balance		8,740,000	8,740,000	8,740,000
Proposed Fees - Banking Services				
Monthly Fee Estimate w/o Stop Auto Renewal and with BAI added in		(4,090)	(3,356)	(2,502)
MEMO Balance Assessment Fee		934	Waived	392
Fees for 1 Year and 8 Months		(81,800)	(67,119)	(50,039)
Fees for 2 Years and 8 Months		(130,880)	(107,391)	(80,062)
Earnings Credit				
Earnings Credit Rate		0.28%	0.50%	0.40%
Rate Basis		Bank Managed - No Floor	Bank Managed - No Floor	Bank Managed - No Floor
Reserve Requirement		0.00%	0.00%	10.00%
Balance Required to Cover All Fees		17,528,571	8,054,292	8,339,760
Target DDA Compensating Balance		8,740,000	8,054,292	8,339,760
Monthly Earnings Credit less Reserve		2,039	3,356	2,502
Earnings Credit for 1 Year 8 month term		40,787	67,119	50,039
Earnings Credit for 2 Year 8 month Term		65,259	107,391	80,062
Net Fees for 1 Year 8 Month Term		(41,013)	0	0
Net Fees for 2 Year 8 Month Term		(65,621)	0	0
Interest Income Estimate				
Rate Basis		Managed rate at 0.28%, also offered a MMDA at 0.20%	Managed Rate with Index option of 90 Day T-Bill rate less 10 bps. Can be exercised one time, at anytime during contract.	Floor of 0.50% <\$5M = FF minus 25bps >\$5M =FF minus 10bps >\$25M=FF
Interest Rate		0.28%	0.50%	0.50%
Investment Balance		0	685,708	400,240
Monthly Investment Income		0	286	167
1 Year 8 Month Investment Income		0	5,714	3,335
2 Year 8 Month Investment Income		0	9,143	5,337

City of Georgetown, Texas

Primary Depository Bank Services - RFA #202008



	JPMorgan Chase (Incumbent)	BBVA	Independent Financial	VeraBank
1 Year 8 Month Income/(Cost)	(41,013)	5,714	3,335	15,036
2 Year 8 Month Income/(Cost)	(65,621)	9,143	5,337	24,058
Contract Incentives				
Estimated Waived Fees	6,152	-	0	0
Transition/Retention Allowance	-	9,000	0	0
Scanners	1,200	1,200	0	0
Tamperproof Bags & Supplies/year	375	2,200	0	0
Cost of Transition to a New Bank (as estimated by City staff)		(36,000)	(36,000)	(36,000)
1 Year 8 Month Income with Contract Incentives Included	(33,286)	(16,419)	(32,665)	(20,964)
2 Year 8 Month Income with Contract Incentives Included	(57,894)	(10,791)	(30,663)	(11,942)
Rates As of:				
Wednesday, April 15, 2020				
Historical Bank Balance	8,740,000	8,740,000	8,740,000	8,740,000
91-Day T-Bill Discount Rate	0.14%	0.14%	0.14%	0.14%
Fed Funds Rate (Effective)	0.05%	0.05%	0.05%	0.05%
Fed Funds Rate Target	0.00% - 0.25%	0.00% - 0.25%	0.00% - 0.25%	0.00% - 0.25%
Local Government Investment Pool	0.47%	0.47%	0.47%	0.47%
Rates on Date of RFA Submission				
Tuesday, June 16, 2020				
Historical Bank Balance	8,740,000	8,740,000	8,740,000	8,740,000
91-Day T-Bill Discount Rate	0.17%	0.17%	0.17%	0.17%
Fed Funds Rate (Effective)	0.09%	0.09%	0.09%	0.09%
Fed Funds Rate Target	0.00% - 0.25%	0.00% - 0.25%	0.00% - 0.25%	0.00% - 0.25%
Local Government Investment Pool	0.22%	0.22%	0.22%	0.22%



June 16, 2020

Ms. Leigh Wallace, CGFO
Finance Director
City of Georgetown
808 Martin Luther King, Jr. Street
Georgetown, TX 78626

Dear Ms. Wallace:

Thank you for the opportunity to assist the City of Georgetown (the “City”) with this Depository Bank Services Request for Applications (the “RFA”) project. This assistance was provided to the City as a service included in the Investment Advisory Services agreement.

The objective of this engagement was to assist the City in selecting a primary depository bank following the expiration/termination of the current contract which ends August 31, 2020. For reasons stated below the new contract period will be a term of two-years and eight months commencing September 1, 2020 and continuing through April 30, 2023.

Alternatively, an initial term of one-year and 8 months with a one-year extension at the City’s option would be an acceptable term.

Procedure

The project began with the establishment of a Calendar of Events to ensure that the required project steps were performed in a timely and sequential manner.

The process for selecting a primary depository bank is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In addition to complying with these State statutory requirements, it was necessary to comply with the City’s financial and purchasing policies, and Investment Policy.

The RFA procedure was conducted as follows:

1. Analyzed bank service usage and balance records.

2428 Carters Mill Road, Huddleston, VA 24104-4003
540.297.3419

2. Reviewed bank accounts and statements.
3. Established the minimum required banking services and potential additional services.
4. Developed a list of eligible financial institutions within the City's municipal boundaries:
 - a. BancorpSouth Bank
 - b. Bank of America, N.A.
 - c. BBVA USA
 - d. Capital One, N.A.
 - e. Extraco Banks, N.A.
 - f. First National Bank Texas
 - g. First Texas Bank
 - h. Independent Financial
 - i. JPMorgan Chase Bank, N.A. (Incumbent)
 - j. Prosperity Bank
 - k. R Bank
 - l. Regions Bank
 - m. SouthStar Bank, S.S.B.
 - n. VeraBank, N.A.
 - o. Wells Fargo Bank, N.A.
5. Contacted each of the identified financial institutions.
6. Drafted the RFA for review and approval.
7. Advertised as required.
8. Posted the RFA documents on the City's website.
9. No additional RFA requests were received as a result of the required advertisement.
10. Held a non-mandatory pre-application tele-conference that was attended by representatives of:
 - a. BBVA USA
 - b. Independent Financial
 - c. JPMorgan Chase Bank, N.A. (Incumbent)
 - d. R Bank
 - e. SouthStar Bank, S.S.B.
11. By the deadline, four applications were received:
 - a. BBVA USA
 - b. Independent Financial
 - c. JPMorgan Chase Bank, N.A. (Incumbent)
 - d. VeraBank, N.A.

This process created a competitive environment with four banks submitting applications. The evaluation of the applications was based on, but not limited to, the following considerations, in no particular order of priority:

1. Ability to perform and provide the required and requested services.
2. Reputation of applicant and quality of services.
3. Cost of services.
4. Transition cost, retention and transition offers and incentives.
5. Funds availability.
6. Interest paid on interest bearing accounts and deposits.
7. Earnings credit calculation on compensating balances.
8. Completeness of application and agreement to points in the RFA.
9. Physical Location within municipal boundaries.
10. Convenience of location(s).
11. Previous service relationship with the City, and
12. Financial strength and stability of the institution.

In addition to the considerations listed above, the following categories of financial and operational elements were considered:

Fees - Depository Services

Each bank provided a proposed schedule of fees based on the monthly volumes of specific services to be provided to the City. The banks committed to keep the fees fixed for the initial contract period.

Earnings

Earnings Credit: Earnings credit generates “earnings” that can only be used to offset banking fees. Earnings credit above the applicable fees is not paid to the City as interest.

Hard-dollar Interest: Hard-dollar interest is regular interest earnings that represents true earnings that can be used in any manner at the City’s discretion.

Earnings credit, hard-dollar interest, or a combination of the two, can be used to offset any services charges.

Retention/Transition Incentives:

JP Morgan Chase and BBVA USA offered incentives to the City.

Transition Costs:

Transitioning from one bank to another is a project that normally can take up to 3 months, requiring management and staff time and can include costs for supplies and potential programing costs to achieve

compatibility between the City's and bank's systems. The projection of this potential cost has been estimated by City staff to be \$36,000 and has been included in the table.

Current Interest rate environment:

In the current rate environment, it should be noted that, while fees were proposed as fixed, the ECR and interest rates were quoted as "bank managed" and subject to change at any time at the banks discretion.

Recently we have seen banks reduce rates that were originally quoted in RFAs, for both earnings credit and interest earnings options. For that reason, it is reasonable to minimize the significance of quoted rates as part of the decision-making process for comparative purposes.

With "bank managed" earnings credit rates being lower than the City's other liquid investment options it would be reasonable to plan to cover any fees from the investment earnings that the city generates outside of the depository bank.

Operational considerations:

There are several important operational considerations that also impact the choice of the City's Primary Depository Bank at this time:

1. The City staff would like to modify the new bank contract term to two years and eight months, resulting in an end date that would prevent the City from having to switch banks during the year-end closing and annual audit period.
2. The City has implemented a new accounting system, and this will be the first year-end closing of the City's records that will form the basis from which the audited financials will be generated.
3. The City recently implemented banking integrations between JPMorgan and the Workday Financials System. This new system just went live in April. To complete this project, the City spent \$33,840 in consulting fees, plus the cost for set up and testing.
4. There has been staff turnover within the accounting function that has resulted in several vacancies that may or may not be filled and trained by the time the new depository contract period begins.
5. In addition to these challenges, the City staff has been impacted by the additional work and challenges created by the Covid19 pandemic, which has put additional demands on available resources.

The following table summarizes the financial analysis of the proposals:

Financial Summary				
Initial 1 Year/8 Month Term	JPMorgan Chase	BBVA USA	Independent Financial	VeraBank
Proposed Fees	(\$81,800)	(\$67,119)	(\$50,039)	(\$20,100)
Projected Earnings Credit and or Hard Interest	\$40,787	\$72,833	\$53,374	\$35,036
Incentives (Est.)	7,727	13,867	0	0
Transition Costs (Staff Est)	0	(36,000)	(36,000)	(36,000)
Net Income (Cost)	(\$33,286)	(\$16,419)	(\$32,665)	(\$20,964)
2 Year/8 MonthTerm	JPMorgan Chase	BBVA USA	Independent Financial	VeraBank
Proposed Fees	(\$130,880)	(\$107,391)	(\$80,062)	(\$32,160)
Projected Earnings Credit and or Hard Interest	\$65,259	\$116,534	\$85,399	\$56,218
Incentives (Est.)	7,727	16,067	0	0
Transition Costs (Staff Est)	0	(36,000)	(36,000)	(36,000)
Net Income (Cost)	(\$57,894)	(\$10,791)	(\$30,663)	(\$11,942)

Conclusion

The City is required by Texas Local Government Code to solicit for Depository Bank Services at a minimum of every five years.

The timing of this solicitation process has come at an inopportune time for the City. The financial markets have declined dramatically and have created uncertainty that has impacted the banks willingness to offer and commit to reasonably attractive rates for an extended period. The City is emerging from a major financial system conversion which creates operational challenges that must also be factored into the evaluation process. For the reasons stated above, the City feels that a shortened contract term is in its best interest at this time.

Selection of a Primary Depository Bank is a decision that impacts the City's accounting, cash management, and investment functions in a way that no other procurement does. While cost of services is important, it is also especially important that the services that the City receives can be delivered reliably and as efficiently as possible.

It is important for the City to be able to obtain the services that they currently utilize and also be able to take advantage of new services that, based on technological advances, will become available during the next term. The City requires a bank that can provide a technologically advanced infrastructure and software system that addresses the ever-changing banking environment and future challenges.

Two of the four banks (JP Morgan Chase and BBVA USA) that submitted applications are among the largest banks in the United States and are on the forefront of banking innovation. Both can also provide all the services the City requires and likely will be able to bring new innovative solutions to the City in the future.

Two regional banks (Independent Financial and VeraBank) submitted applications that were lower in overall cost, however, they were lacking in the ability to provide all of the services that the City currently utilizes and/or will likely choose to utilize over the term of the new contract.

Based on the City's evaluation, the detailed financial analysis and the stated operational considerations, we concur with staff's findings that JP Morgan Chase represents the "most advantageous" application for the City at this time for the following reasons:

1. As the incumbent, JP Morgan Chase has been an excellent and proven business partner to the City,
2. JP Morgan Chase can provide all the services the City requires at this time, and will likely require in the future,
3. JP Morgan Chase's proposed cost of services is comparable to current costs,
4. Since JP Morgan Chase is the incumbent depository there will be no disruption and associated transition costs,
5. JP Morgan Chase's application was complete and in agreement with the points outlined in the RFA.
6. JPMorgan Chase exhibited acceptable financial strength and adequately passed the bank service test.

The recommended contract term is proposed to be two years and 8 months, commencing September 1, 2020.

Please contact E.K. Hufstedler, Tim Pinon Richard Long, or me to discuss any questions or additional information needs. Thank you for this opportunity to serve the City of Georgetown.

Sincerely,



Thomas H. Ross
Valley View Consulting, L.L.C.

Bank Depository Services 2020 RFA – Summary for Council

Staff recommends the City continue its relationship with JPMorgan Chase Bank. This bank has consistently provided high quality and responsive services. A summary of the proposals, criteria and considerations are included in this memorandum.

Texas Local Government Code, Chapter 105 Municipal Depository Act requires us solicit applications for depository services every five years. We are also required to follow PFIA, the City's financial and purchasing policies, and our Investment Policy.

Criteria and Services Requested

The City solicited applications for bank depository services and received back two applications. The applications were evaluated on, but not limited to, the following criteria, in no particular order of priority:

1. Ability to perform and provide the required and requested services;
2. Reputation of applicant and quality of services;
3. Cost of services;
4. Transition costs, retention and transition offers and incentives;
5. Funds availability;
6. Interest paid on interest bearing accounts and deposits;
7. Earnings credit calculation on compensating balances;
8. Completeness of application and agreement to points outlined in RFA;
9. Physical location within municipal boundaries;
10. Convenience of location(s);
11. Previous service relationship with the City; and
12. Financial strength and stability of institution.

The evaluation analysis was performed by Valley View Consulting, L.L.C. is attached.

Proposers and Evaluation

The City received four proposals from:

- JPMorgan Chase (incumbent)
- BBVA Compass Bank.
- Independent Financial Bank
- Verabank

The original pricing proposals received are summarized below. Pricing was not a controlling factor in the evaluation, but is always a consideration.

The proposals were comparable in many of the services solicited. Both institutions had good financial strength and the ability to provide the bank services requested to meet the City's needs. Both banks offered fixed terms for the full five years.

Fees – Cost of Service

JPMorgan Chase offered to waive 3 months fees as a retention incentive. BBVA Compass offered two months waived fees and \$11,000 cash for transition costs (with \$2,000 in set up fees, net incentives for transition are \$9,000). These plus estimated transition costs of \$36,000 were factored into the overall estimated fees shown below:

	Est. Monthly Fees	Est. 1 Yr 8 Mo Fees Only	Est. 1 Yr 8 Mo Fees w/Incentives & Transition Costs
BBVA Compass Bank	(\$3,356)	(\$67,120)	(\$89,253)
JPMorgan Chase	(\$4,090)	(\$81,800)	(\$74,073)

Earnings Potential

Both banks offered a hybrid earnings credit rate (ECR). Balances maintained at the bank would earn credit to help offset the monthly bank fees. At the time of the RFA, the City's average bank balances were approximately \$8,740,000. Again, while interest earning is a factor, the ECR and interest rates are "bank managed" and subject to change at any time at the banks discretion. Earnings shown are based on rates at time of bid.

	Est. 1 Yr 8 Mo. Fees	Est. 1 Yr 8 Mo. Earnings Credit & Interest	Est. 1 Yr 8 Mo. Net Fees
BBVA Compass Bank	(\$89,253)	\$72,834	(\$16,419)
JPMorgan Chase	(\$74,073)	\$40,787	(\$33,286)

Additional Factors and Risks Considered:

- Workday Conversion expenses – The City just spent \$33,840 in setup and testing of banking integrations between Workday and JPMorgan for the Workday Financials Go-Live in April
- Transition to a new depository bank will take approximately 8-12 weeks due to integration setup and testing. This transition period will therefore run into the City's fiscal year end close out and audit preparation period.
 - Staff needs to devote time and resources to closing out the year timely and accurately
 - Staff will be working with consultants on the close out process throughout this time period
- Workday conversion – staff is still working through conversion related issues to stabilize the system prior to year-end and audit. This will be the first year-end close in the new system which by itself will add additional challenges to the year-end process.
- Staff turnover/vacant positions – staff has experienced high turnover in the last year due to the Workday implementation. Staff is in the process of filling 3 vacant positions.
- The COVID-19 pandemic has resulted in additional demands on staff.

Recommendation

While cost of service is an important factor in the evaluation, the City has other important factors and risks that were considered as well. Major considerations in our recommendation are:

- ✓ Cost of Service including incentives and transition costs
- ✓ Transition costs – while BBVA has offered a net \$9,000 cash to offset conversion costs, we believe our true conversion costs would be closer to \$36,000 when you take into account consulting costs (\$16,740), and staff time of the various departments(\$19,260) that would be involved – Accounting, Customer Care, Legal, and IT.
- ✓ Staff is still working to stabilize the Workday financial system before year end. Banking integrations are stable at this time.

- ✓ This will be the first fiscal year-end close in a new financial system. Staff needs to dedicate its time and resources to the new close process to ensure a timely and accurate close and audit.

Therefore, our recommendation is to stay with the incumbent, JPMorgan Chase. They have provided us with efficient and consistent services, excellent customer service and have a proven track record.

Bank Depository RFA & Selection

CITY COUNCIL MEETING

JULY 14, 2020

Background & Terms

Texas Local Government code, Chapter 105 requires we solicit applications every 5 years

- ▶ Current bank depository is JPMorgan Chase
 - ▶ JPMorgan Chase has been the City's depository since 2006
 - ▶ Current contract expires August 31, 2020
 - ▶ No renewal options remaining
- ▶ Due to certain factors considered, the City is looking to change the new initial contract term from a typical two year term.

Background & Terms

Valley View Consulting provides depository evaluation services as part of our Investment Advisory Services agreement.

Valley View's knowledge in this area gives the City an apples to apples comparison in all aspects of the evaluation including but not limited to cost of service, compensating balances and earnings credit, to better compare the banks' bids and make a recommendation.

Background & Terms

- ▶ Approximately 12 City departments make deposits to the bank either daily or every other day
- ▶ Approximately 20-30 employees interact with the depository daily or weekly through deposit services, image cash letter services, online-reporting services, positive pay services, wire transfers and ACH transmission services
- ▶ Additionally, the City's IT department helps to support integrations with the different systems citywide.

Services Requested

- ▶ On-line banking services
- ▶ Controlled disbursement account
- ▶ Zero balance account
- ▶ Positive pay
- ▶ Account reconciliation service
- ▶ ACH
- ▶ ACH debit blocking
- ▶ BAI2 file transmission
- ▶ Wire Transfers
- ▶ Remote deposit capture/Image Cash Letter
- ▶ Consumer bill pay processing
- ▶ Funds availability
- ▶ Employee check cashing
- ▶ Returned check reprocessing
- ▶ Account analysis
- ▶ Audit confirmations

Evaluation Criteria

- ▶ Ability to perform and provide the requested services
- ▶ Reputation & quality of service
- ▶ Cost of services
- ▶ Transition costs, retention/transition offers & incentives
- ▶ Funds availability
- ▶ Interest paid on interest bearing accts
- ▶ Earnings credit rate on compensating balance
- ▶ Physical location within municipal boundaries
- ▶ Convenience of location(s)

Evaluation Criteria (con't)

- ▶ Completeness of application
- ▶ Financial strength and stability of institution
- ▶ Previous service relationship with the City

Evaluation Criteria – Additional Factors and Risks

- ▶ The City just spent \$33,840 in setup and testing of bank integrations between the Workday Financial system and JPMorgan Chase (Incumbent bank).
- ▶ Staff is still working through Workday conversion related issues to stabilize the system prior to fiscal year and audit. Bank integrations are stable at this time.
- ▶ Transition to a new bank will require 8-12 weeks of transition set up and testing which will crossover into fiscal year-end.
- ▶ This will be the first year-end close in the new Workday financial system which will require staff dedication to the close process to ensure a timely and accurate year end close and a successful audit.
- ▶ Staff turnover
- ▶ COVID-19 Pandemic

Applications Received

- ▶ JPMorgan Chase
 - ▶ BBVA
 - ▶ Independent Financial
 - ▶ Verabank
-
- ▶ While Independent Financial and Verabank submitted applications with overall lower costs, they were not able to provide all the required services requested.

Fees – Cost of Service

- ▶ JPMorgan Chase waived 3 months of fees as a retention incentive.
- ▶ BBVA waived 2 months fees plus \$11,000 for transition costs, with \$2,000 in set up fees (net \$9,000 to cover transition).
- ▶ Estimated transition costs for BBVA \$36,000. Transition costs include \$16,740 in consulting fees for banking integrations and \$19,260 in City staff time/materials costs.

	Est. Monthly Fees for Svcs	Est. 1 Yr 8 Mo. Fees for Svcs only	Est. 1 Yr 8 Mo. Fees for Svcs w/Incentives & Transition costs
BBVA Compass Bank	(\$3,356)	(\$67,120)	(\$89,253)
JPMorgan Chase	(\$4,090)	(\$81,800)	(\$74,073)

Earning Potential

- ▶ Both banks offered a hybrid earnings credit rate (ECR), which includes both soft and hard interest earnings
- ▶ While costs for services are locked in for the term of the contract, ECR and actual hard interest earnings are “bank managed” and subject to change at the bank’s discretion
 - ▶ Since the evaluation started, rates have lowered at some banks
- ▶ Hybrid ECR rates bid have no floor (no guaranteed minimum)
- ▶ We include them in the evaluation, but are not an overriding factor

Fees net of Earning Potential

	Est. 1 Yr 8 Mo. Fees for Svcs w/Incentives & Transition Costs	Est. 1 Yr 8 Mo. Potential ECR/Interest Earnings	Est. 1 Yr 8 Mo. Net Fees
BBVA Compass Bank	(\$89,253)	\$72,834	(\$16,419)
JPMorgan Chase	(\$74,073)	\$40,787	(\$33,286)

ECR/interest earnings based on initial bid rates.

Differences in Service Provided

JPMorgan Chase

- ▶ Bank Assessment paid by City
- ▶ Free Deposit bags

BBVA Bank

- ▶ Bank Assessment waived
- ▶ Free deposit bags, endorsement stamps, and deposit slips

Recommendation

- ▶ GGAF recommendation is stay with our incumbent, JPMorgan Chase with a limited term to allow the City to overcome the following factors/risk:
 - ▶ Opportunity costs of transition to be used for the items below
 - ▶ Workday system stabilization during year end
 - ▶ Year end close of new financial system brings new processes and requirements for staff
 - ▶ Filling Staff vacancies
 - ▶ COVID reimbursement support

Bank Depository RFA & Selection

QUESTIONS?

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

SUBJECT:

Consideration and possible action to approve a **Municipal Services Agreement** with **The Annunciation Maternity Home, Inc.** and **Shell 105 Joint Venture**, for the provision of municipal services to an approximately **0.763 acre** tract of land out of the William Roberts Survey, Abstract No. 524 and a **0.109 acre** portion of Shell Road, a right-of-way of varying width of record described to Williamson County, Texas, generally located at **3700 Shell Road** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is requesting annexation for a 0.763-acre tract generally located at 3700 Shell Road and 0.109-acre portion of Shell Road right-of-way. The subject property has a Future Land Use designation of Mixed Density Neighborhood.

This property is to be developed as a part of the Enclave at Hidden Oak subdivision. The annexation and zoning for this subdivision was originally approved on February 25, 2020 (Ordinance No. 2020-21). It was subsequently determined during the review of the subdivision plat that the number of vehicle trips generated by the development would require a neighborhood collector level road to serve the neighborhood. This roadway could only be accommodated by expanding the development onto the subject property to the south of the original annexation request.

The item under consideration tonight is to approve the municipal services agreement required for voluntary annexation submitted in accordance with State Law.

Meeting Schedule:

- 7/14/2020 – City Council Approves Municipal Services Agreement - TONIGHT
- 7/28/2020 – City Council Public Hearing and First Reading of Ordinance
- 8/11/2020 – 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 - Municipal Services Agreement

Exhibit 2 - Location Map

Presentation

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF GEORGETOWN, TEXAS**

AND

**THE ANNUNCIATION MATERNITY HOME, INC. AND SHELL 105 JOINT
VENTURE**

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 The Annunciation Maternity Home, Inc. and Shell 105 Joint Venture (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 3700 Shell Road, which consists of approximately 0.763 acres of land and 0.109 acres of right-of-way on Shell Road in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for annexation of the Property, identified as Annexation Case No. 2020-5-ANX ("Annexation Case");

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Georgetown City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

- 1. PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
- 2. INTENT.** It is the intent of the City that this Agreement provide for the delivery

of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire Protection and Emergency Medical Services – The City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department.
 - ii. Police – The City's Police Department will provide protection and law enforcement services.
 - iii. Planning and Development, Building Permits, and Inspections Services - Upon annexation, the City will provide site plan review; zoning approvals; Building Code and other standard Code inspection services; City Code enforcement; sign regulations and permits; and Stormwater Permit services in the annexed.
 - iv. Parks and Recreational Facilities. Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - v. Other Publicly Owned Buildings. Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.
 - vi. Library – Upon annexation, library privileges will be available to anyone residing in the annexed area

- vii. Stormwater Utility Services – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees will cover the direct and indirect costs of stormwater management services.
 - viii. Streets, Roads, and Street Lighting – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City’s preventative maintenance program.
 - ix. Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility – City-owned water and wastewater facilities that exist in the annexed area will be maintained in accordance with City ordinances, standards, policies and procedures.
 - x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
 - xi. Code Compliance – The City’s Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
 - xii. Animal Control Services – Upon annexation, the City shall provide animal control services in the annexed area.
 - xiii. Business Licenses and Regulations – Upon annexation, the City shall provide business licensing services (Carnivals Circuses and Other Exhibitions; Electrician’s Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) in the annexed area
- b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City’s extension policies, capital

improvements schedule, and applicable law and at rates established by City ordinances for such services.

- c. The City may impose a fee for any municipal service in the area annexed if the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.
 - d. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - e. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Williamson County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance

or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF GEORGETOWN

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: _____

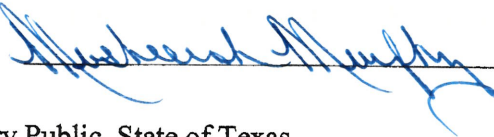
Notary Public, State of Texas

THE ANNUNCIATION MATERNITY HOME, INC., a Texas nonprofit corporation

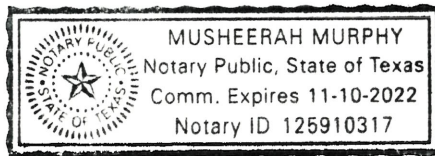
By: 
Christie A. Aaronson
Owner

State of Texas §
County of HAYS §

This instrument was acknowledged before me on the 20th day of May, 2020, by Christie A. Aaronson, Owner of The annunciation Maternity Home, Inc., a Texas nonprofit corporation on behalf of said corporation.

By: 

Notary Public, State of Texas



SHELL 105 JOINT VENTURE, a Texas Joint Venture

By: Kevin Lynn Lloyd
Kevin Lynn Lloyd
Independent Administrator of the
Estate of Phillip Lynn Lloyd, aka Phillip Lynn Lloyd

State of Texas §
County of Hays §

This instrument was acknowledged before me on the 29th day of May, 2020, by Kevin Lynn Lloyd, Independent Administrator of the Estate of Phillip Lynn Lloyd, aka Phillip Lloyd of Shell 105 Joint Venture, a Texas Joint Venture, a Texas Joint Venture, on behalf of said Venture.

By: Musheerah Murphy

Notary Public, State of Texas

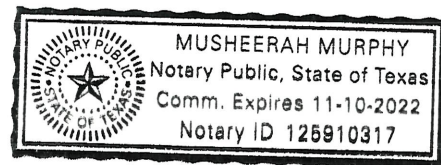


EXHIBIT A

FIELD NOTE DESCRIPTION FOR A 0.872 ACRE (38,023 SQUARE FEET) TRACT OF LAND,
WILLIAMSON COUNTY, TEXAS:

BEING A 0.872 ACRE (38,023 SQUARE FEET) TRACT OF LAND OUT OF THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING 0.183 ACRES OUT OF THE 5.44 ACRE TRACT CONVEYED TO ANNUNCIATION MATERNITY HOMES, INC., BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2003093867, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING 0.580 ACRES OUT OF THAT 1.50 ACRE TRACT CONVEYED TO SHELL 105 JOINT VENTURES BY WARRANTY DEED RECORDED IN DOCUMENT NO. 9555654, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING 0.109 ACRES OF EXISTING SHELL ROAD RIGHT-OF-WAY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found lying in the south right-of-way line of Shell Road, a public street, marking the north corner of that certain 24.30 acre tract conveyed to EIDOM Enterprises, LLC. by Special Warranty Deed with Vendor's Lien as recorded in 2016081879, of the Official Public Records of Williamson County, Texas, same also marking the intersection of the southwest right-of-way line of Scenic Oaks Drive, a public street, and the south line of said Shell Road;

THENCE South 34°18'51" West, for a distance of 450.30 feet along the south line of Shell road, to a 1/2" iron rod found, lying on a curve to the right, common with the north line of that said 24.30 acre EIDOM Enterprises, LLC., marking an angle corner of this tract;

THENCE along said curve to the right, and along the south right-of way, common with the northwest line of the EIDOM Enterprises, LLC., an arc length of 85.03 feet, said curve having a radius of 1,596.83 feet, a chord which bears North 35°51'05" East, for a distance of 85.02 feet, to a 1/2" iron rod found, marking the northwest corner of said 24.30 acre EIDOM Enterprises, LLC., common with the north corner of that certain 5.44 acre tract conveyed to Annunciation Maternity Homes, Inc., by General Warranty Deed as recorded in Document No. 2003093867, of the Official Public Records of Williamson County, Texas, for an angle corner and POINT OF BEGINNING.

THENCE South 20°06'12" East, along the west line of the remaining 14.29 acres EIDOM Enterprises, LLC. tract, common with the east line of said Annunciation Maternity Homes, Inc. tract, a distance of 672.46 feet to 1/2" iron rod found marking the northwest corner of the remaining 10.01 acres conveyed to EIDOM Enterprises, LLC., in Document No. 2016081879 by Special Warranty Deed with Vendor's Lien recorded in the Official Public Records of Williamson County, Texas, same being the southwest corner of the remaining 14.29 acres conveyed to EIDOM Enterprises, LLC. tract, for the southeast corner of this tract;

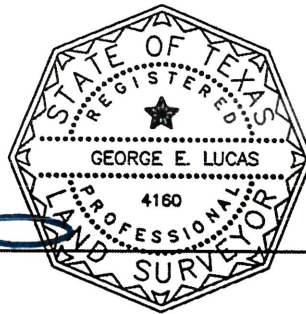
THENCE South 69°55'13" West, through and across said Annunciation Maternity Homes, LLC. tract and said Shell 105 Joint Ventures tract, 50.66 feet to a calculated point lying on the east line of a certain 18.18 acre tract of land conveyed to Yuh-Jaan Wey by General Warranty Deed in Document No. 2005086246 of the Official Public Records of Williamson County, Texas, common with the west property line of said Shell 105 Ventures 1.40 acre tract, for the southwest corner of this tract;


THENCE North 20°05'56" West continuing along the west line of this tract, common with the east line of said Yuh-Jaan Wey tract and west line of said Shell 105 Ventures tract, a distance of 641.22 feet to 1/2" iron rod found lying in the south right-of-way line of Shell Road, a public street, marking the northeast corner of said Yuh-Jaan Wey tract, common with the northwest corner of said Shell 105 Ventures, for an angle corner of this tract;

THENCE North 52°37'00" West along the northwest line of this tract, through and across said Shell Road right-of-way, a distance of 80.05 feet, to calculated point, lying on a curve to the left, and lying on the north right-of-way line of Shell Road, said point marking the northwest corner of this tract;

THENCE along said curve to the left, and along the northwest line of this tract, common with the northwest line of Shell Road tract, an arc length of 59.47 feet, said curve having a radius of 3,578.56 feet, a chord which bears North 38°16'28" East, for a distance of 59.47 feet, to a calculated point marking the north corner of this tract;

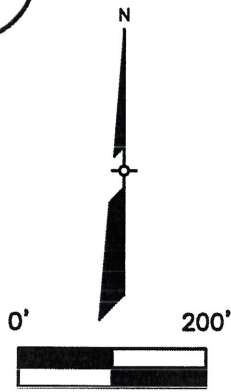
THENCE South 52°36'56" East, a distance of 80.00 feet through and across said Shell Road right-of-way to 1/2" iron rod found lying on the south right-of-way line of Shell Road, marking the northwest corner of the remaining 14.29 acre EIDOM Enterprises, LLC. tract, and POINT OF BEGINNING, containing 0.872 acres (38,1023 square feet) of land, more or less.




George E. Lucas
R.P.L.S. No. 4160
Celco Surveying Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130

4-28-20

SKETCH TO ACCOMPANY FIELD NOTES



LEGEND

- IRON ROD FOUND
- △ CALCULATED POINT
- BOUNDARY LINE
- - - - EXISTING R.O.W. LINE
- - - - EXISTING LOT LINE
- - - - EXISTING CENTER LINE OF DITCH
- - - - EASEMENT
- OHE — OVERHEAD ELECTRICAL LINE

0.109 ACRES
SHELL ROAD
R.O.W. ANNEXATION
(4,763.40 SF)

SHELL ROAD (80' R.O.W.)
534°18'51"W 450.30'

POINT OF COMMENCEMENT
NORTH CORNER OF
24.30 ACRE
EIDOM ENTERPRISES, LLC. TRACT

POINT OF BEGINNING
NW CORNER OF
24.30 ACRE
EIDOM ENTERPRISES, LLC. TRACT

TOTAL: 0.872 ACRES

0.763 ACRES
SHELL ROAD
R.O.W. ANNEXATION
(33,260.03 SF)

THE ENCLAVE AT HIDDEN
OAKS SUBDIVISION
DOCUMENT NO.
O.P.R.W.C.T.

14.29 ACRES
EIDOM ENTERPRISES, LLC.
DOC. NO. 2016081879
O.P.R.W.C.T.

TRACT TWO
1.40 ACRES
SHELL 105 JOINT
VENTURES
DOC. NO. 9555654
O.P.R.W.C.T.

TRACT ONE
5.44 ACRES
ANNUNCIATION
MATERNITY HOME, INC.
DOC. NO. 2003093867
O.P.R.W.C.T.

18.18 ACRES
YUH-JAAN WEY
DOC. NO. 2005086246
O.P.R.W.C.T.

REMAINING
10.01 ACRES
EIDOM ENTERPRISES
LLC, DBA SHELL ROAD
RV & BOAT STORAGE
DOC. NO. 2016081879
O.P.R.W.C.T.

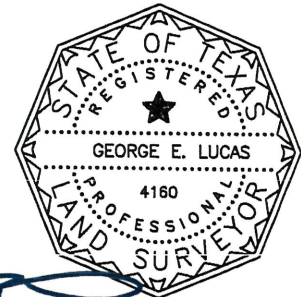
HIDDEN OAKS AT
BERRY CREEK
SUBDIVISION
DOCUMENT NO.
2020005130
O.P.R.W.C.T.

LEGAL DESCRIPTION

BEING A 0.872 ACRE (38,023 SQUARE FEET) TRACT OF LAND OUT OF THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A 0.183 ACRE PORTION OF THE 5.44 ACRE TRACT OF LAND CONVEYED TO ANNUNCIATION MATERNITY HOMES, INC., BY GENERAL WARRANTY DEED IN DOCUMENT NO. 2003093867, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A 0.580 ACRE TRACT OF LAND CONVEYED TO SHELL 105 JOINT VENTURES BY WARRANTY DEED IN DOCUMENT NO. 9555654, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND 0.109 ACRES OF EXISTING SHELL ROAD RIGHT-OF-WAY.

LINE TABLE		
Line #	Length	Direction
L1	50.66'	S69°55'13"W
L2	80.05'	N52°37'00"W
L3	80.00'	S52°38'56"E

CURVE TABLE						
CURVE #	RADIUS	ARC LENGTH	BEARING	CHORD LENGTH	TANGENT	DELTA
C1	3,578.56'	59.47'	N38°16'28"E	59.47'	29.74'	000°57'08"
C2	1,596.83'	85.03'	N35°51'05"E	85.02'	42.52'	003°03'03"



GEORGE E. LUCAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TEXAS 78130
OFFICE (512) 635-4857
DATE: 04/28/2020



LOCATION

2020-5-ANX

Exhibit #1

-  Site
-  Parcels



Enclave at Hidden Oaks Additional Acreage 2020-5-ANX

City Council
July 14, 2020

Item Under Consideration

2020-5-ANX

- Consideration and possible action to approve a **Municipal Services Agreement** with The Annunciation Maternity Home, Inc. and Shell 105 Joint Venture, for the provision of municipal services to an approximately **0.763 acre tract of land** out of the William Roberts Survey, Abstract No. 524 and a **0.109 acre portion of Shell Road**, a right-of-way of varying width of record described to Williamson County, Texas, generally located at 3700 Shell Road.



LOCATION

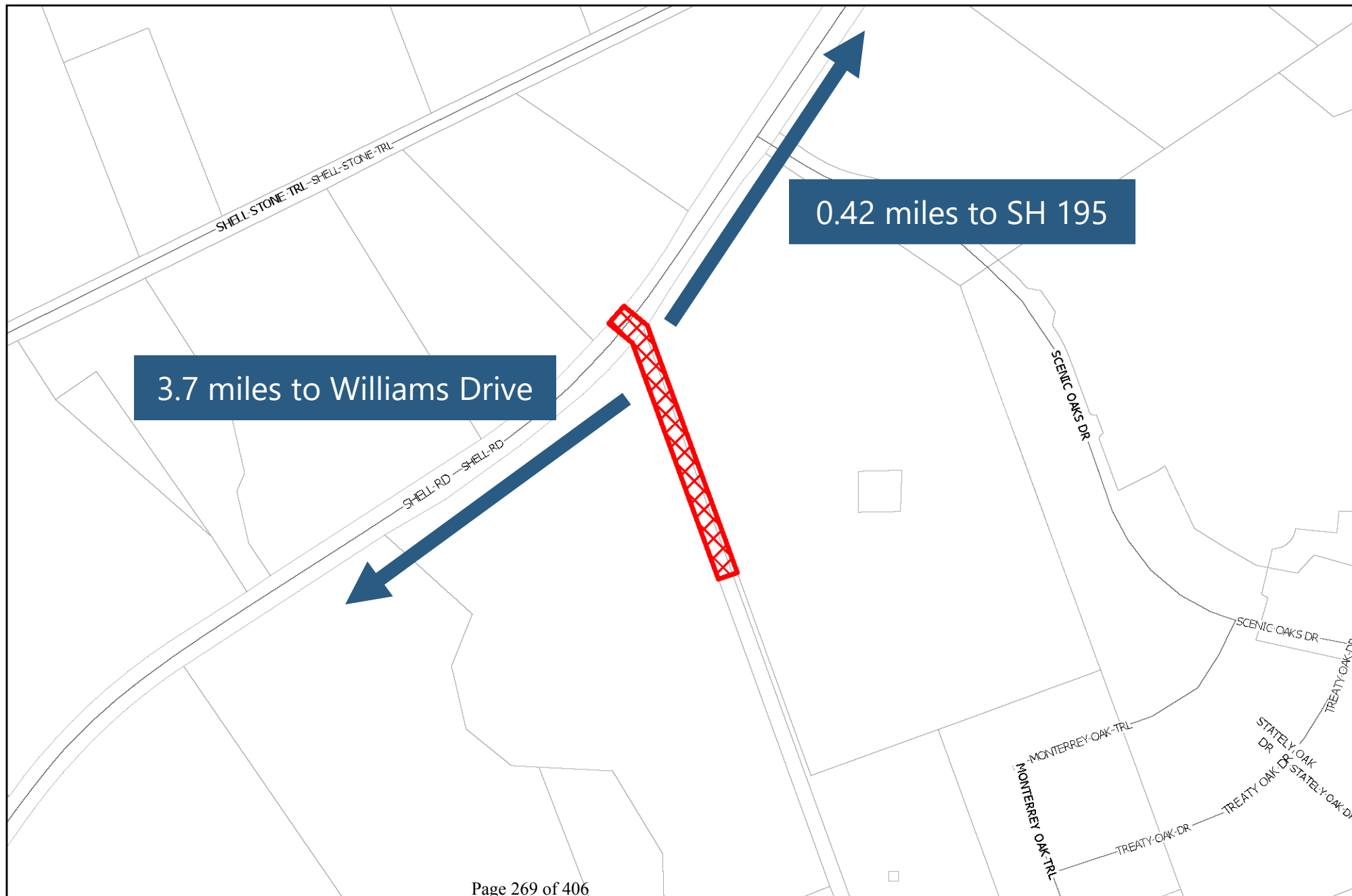
2020-5-ANX

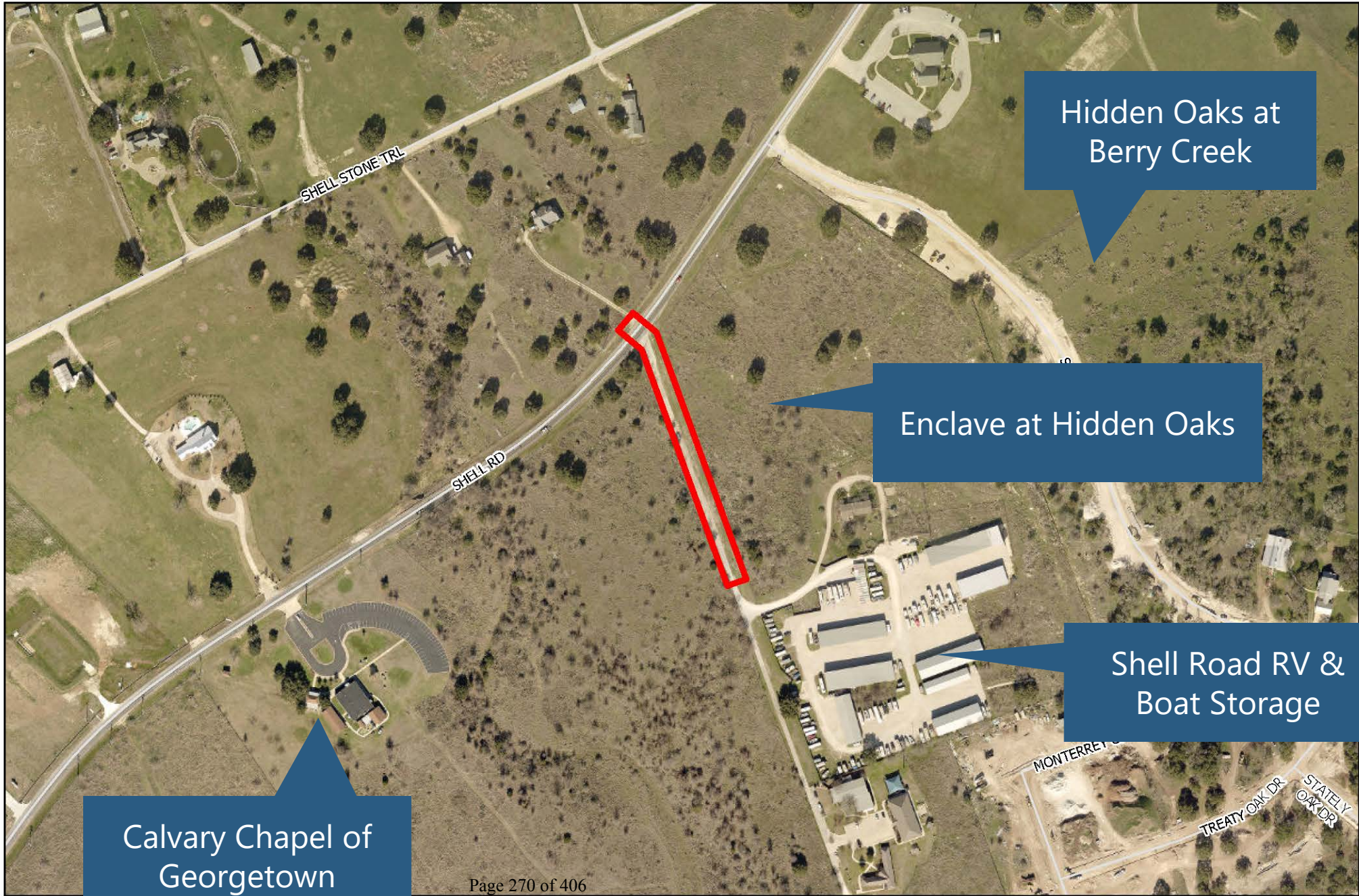
Exhibit #1

-  Site
-  Parcels



0 250 500
Feet





AERIAL

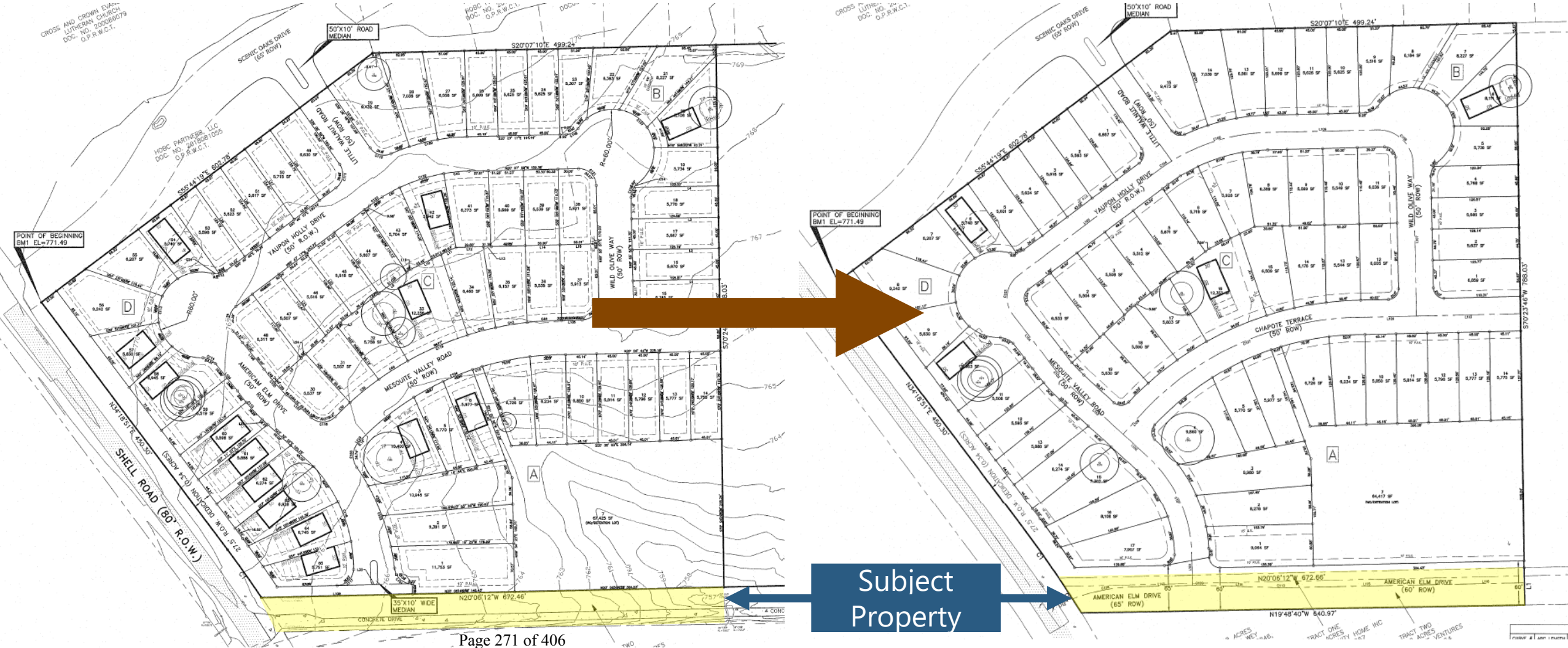
2020-5-ANX

 Site

N

0 250 500
Feet

Enclave at Hidden Oaks



Annexation Process



Municipal
Services
Agreement

Public Hearing &
1st Reading of
an Ordinance

2nd Reading of
an Ordinance

Tentative Schedule

- ✓ July 14: Municipal Services Agreement
- July 28: Public Hearing & 1st Reading of Ordinance held at City Council Meeting
- August 11: 2nd Reading of Ordinance at City Council Meeting

Summary

- Consideration and possible action to approve a **Municipal Services Agreement** with The Annunciation Maternity Home, Inc. and Shell 105 Joint Venture, for the provision of municipal services to an approximately **0.763 acre tract of land** out of the William Roberts Survey, Abstract No. 524 and a **0.109 acre portion of Shell Road**, a right-of-way of varying width of record described to Williamson County, Texas, generally located at 3700 Shell Road .

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

SUBJECT:

Consideration and possible action to approve a Resolution of **no objection and two times the state average per capita acknowledgement** for **KCG Development, LLC**, to apply for **Housing Tax Credits** for the construction of **206 units of affordable housing for families** to be known as **Espero Landing** located at **Sam Houston Ave. and Bell Gin Rd. --**
Susan Watkins, AICP, Housing Coordinator

ITEM SUMMARY:

Background

In 2016, City Council adopted a Housing Tax Credit (HTC) resolution request review process, which includes both the 4% and 9% LIHTC application types. KCG Development, a Multi-family (MF) developer, is seeking 4% HTC's for the construction of 206 units of affordable housing for families to be known as Espero Landing, and 123 affordable and 21 market rate units for seniors to be known as Asperanza Heights. The Texas Department of Housing & Community Affairs requires the City Council to approve two resolutions for each development for the developer to submit an application for 4% Housing Tax Credits. The resolutions are attached as **Exhibit 1 - Resolution of No Objection and Two Times Acknowledgment**.

City of Georgetown Resolution Request Process

As part of the 2016 Work Plan, the Housing Advisory Board updated the City of Georgetown Housing Tax Credit (HTC) resolution request process. On September 27, 2016, City Council approved a HTC process that requires applicants requesting a resolution to conduct public outreach to the surrounding neighborhoods, meet specific deadlines and provide a letter of intent with detailed information about the project.

Resolution Request

Ina Spokas and CJ Linter of KCG Development, a Multi-family (MF) developer, are seeking 4% HTC's for the construction of 206 units of affordable housing for families to be known as Espero Landing for a portion of the Saddlecreek development located at the northwest corner of Sam Houston and Bell Gin Road. The property is zoned Planned Unit Development with an allowed multi-family use. KCG Development is proposing a tax exemption through partnership with a Housing Finance Corporation, meaning the parcel will not generate real estate taxes for the City.

The developer submitted an application requesting Resolutions of "No Objection" and the Two Times Acknowledgement resolutions to the Housing Coordinator on May 4, 2020. The application submitted is attached as **Exhibit 2 - KCG Application for HTC Resolutions**. The application submission was complete as outlined in the table below.

Application Requirements	Received
Application Form	X
Zoning verification	X
Public Outreach Plan	X
Draft Resolutions (Two-times and Support)	X
Letter of Intent with Detailed Information	X

The developer presented the project at the June 15, 2020 Housing Advisory Board meeting and wishes the request to be considered at the July 14, 2020 city council meeting.

The approved Public Outreach Plan (attached as **Exhibit 3**) includes:

- Two public meetings
 - o Virtual meetings at the below times:
 - Meeting #1 June 12th at 5PM CST
 - Meeting #2 July 10th at 5PM CST

- Letters
 - o KCG contacted residents in the ½ radius of the site via mail
- Signage
 - o Sign posted at site with meeting times and applicant contact information
- Ads
 - o KCG engaged the SaddleCreek HOA to have both meeting notices disseminated to residents via an Email Blast and via publication on the HOA Website

Public Meeting #1

The developer held the first required public meeting virtually on Friday, June 12th at 5:00 PM. Approximately 80 participants joined the meeting. The developer presented information about the project and answered questions regarding the developments.

Public Meeting #2

The developer will hold the second required public meeting virtually on Friday, July 10th at 5:00 PM. The developer will present information about the project and answer questions regarding the developments.

Housing Advisory Board meeting June 15, 2020

The application for the HTC resolution request was reviewed by the Housing Advisory Board on June 15, 2020 at a meeting held at the Georgetown Public Library. Two board members participated via phone (1 member only for part of the meeting), and 5 board members were in person at the meeting. The Board members made separate motions for each resolution type. The outcome of the Board meeting was:

1. Recommendation to approve the resolutions acknowledging Georgetown has two times the state average per capita number of housing tax credit units.
2. Recommendation to not approve resolutions of no objection.

The board members stated they did not have enough information on the proposed tax exemption or a proposed non-profit partnership for the development.

Fourteen members of the public were present and four signed up to speak. Resident statements included:

- Residential developer communicated property would never be developed
- Tax exemption is not appropriate if homeowners are required to pay
- Concern of proximity to affordable housing

KCG Development has provided additional information in response to questions the Housing Advisory Board asked at their June 15, 2020 meeting (see **Exhibit 4 – KCG Development Additional Information**).

2030 Comprehensive Plan

The 2030 Comprehensive Plan Update adopted on March 10, 2020, includes policies in the Housing Element to support the goal to “Ensure access to diverse housing options and preserve existing neighborhoods, for residents of all ages, backgrounds and income levels.” Policy H.5 of the Housing Element is:

- H.5. Support and increase rental choices for low-income and workforce households, unless the housing is substandard.
 - o Increase rental choices for workforce households through support of LIHTC development and providing incentives in development regulations, agreements and negotiated standards.

The applicant’s request is consistent with the housing policies by increasing rental choices for low income and workforce households.

Additionally, the housing diversity section of the Housing Element recommends promoting additional housing types to accommodate a range of ages, incomes, and lifestyles to address the challenge of limited available housing choices in Georgetown.

The 2030 Plan Implementation chapter outlines three implementation strategies for achieving the goals of the plan: regulatory framework, decision framework and plans, programs and partnerships. The chapter lists actions for each policy. A decision framework action for Policy H.5. is:

- H.5.b. Support the Low-Income Housing Tax Credit (LIHTC) developments that meet the City’s defined process.

Recommending the applicant's request for resolutions if found to meet the City's define process supports the 2030 Plan's implementation strategy and action step for the housing policy that addresses rental choices for low-income and workforce households.

Low-Income Housing Tax Credit Program

The Low-Income Housing Tax Credit (LIHTC) program, created in 1986, is a federal housing development program and is the largest source of new affordable housing in the United States. The LIHTC subsidizes the acquisition, construction, and rehabilitation of affordable rental housing for low- and moderate-income tenants. The Texas Department of Housing and Community Affairs (TDHCA) allocates housing tax credits under a 4% and 9% program, each with different funding sources and application requirements. Rules for the programs are outlined annually in the Qualified Application Plan (QAP). The state approves the QAP each fall and awards for the 9% program are generally allocated the following July. Awards for the 4% program considered on a rolling basis.

4% HTC program (non-competitive)

The 4% HTC is a non-competitive program that uses tax-exempt bonds as a component of project financing. Applications for the 4% HTC program require a "Resolution of No Objection" from the city and/or county where the project is located. Applications for the 4% HTC program can be submitted to TDHCA throughout the year.

Twice the State Average Per Capita

In order to submit an application for Housing Tax Credits, the developer is also required by the State to obtain a resolution from Georgetown acknowledging that the city has more than two times the state average per capita amount of Housing Tax Credit units. In Texas, there is an average of 0.0097 tax credit units for each state resident. In Georgetown, we have 0.027 units per person, 2.82 times the average amount of statewide units of tax credit. The table below compares the surrounding counties and cities. No county in Texas has more than twice the state per capita number of units. Each year the State releases a **Site Demographic Characteristics Report** that lists each place (city), their population and number of housing tax credit units, and whether the place has 2x Per Capita. The numbers represented below are from the State of Texas 2020 Qualified Application Process and are the numbers used by the State and City to evaluate the ratio of population to number of housing units. The Site Demographic Characteristics Report 2020 uses the American Community Survey 2013-2017 5-year population estimates. The number of units are from TDHCA's inventory of tax credit developments (as of November 7, 2019 TDHCA Board meeting).

2017						2020				
Place Name	Place population	All Place Units	All Unit Per Cap PI	All Units Place/TX Per Cap	Place > 2x Per Capita	Place population	All Place Units	All Unit Per Cap PI	All Units Place/TX Per Cap	Place > 2x Per Capita
Hutto	18,839	50	0.00265	0.28466	No	22,644	50	0.00221	0.22717	No
Round Rock	106,972	736	0.00688	0.73794	No	116,369	1277	0.01097	1.12896	No
Kyle	30,664	376	0.01226	1.31514	No	36,929	700	0.01896	1.95009	No
Leander	30,040	370	0.01232	1.32104	No	40,338	538	0.01334	1.37212	No
Cedar Park	58,088	868	0.01494	1.60268	No	70,010	868	0.01240	1.27551	No
Austin	864,218	16,237	0.01879	2.01510	Yes	916,906	20,604	0.02247	2.31181	Yes
Pflugerville	52,138	1022	0.01960	2.10238	Yes	58,013	1022	0.01762	1.81239	No
Georgetown	53,007	1539	0.02903	3.11401	Yes	63,062	1731	0.02745	2.82393	Yes
Salado	1,681	50	0.02974	3.19019	Yes	2,469	50	0.02025	2.08341	Yes
Liberty Hill	1,416	211	0.14901	15.9820	Yes	1,012	211	0.20849	21.4499	Yes

2017						2020				
County name	County population	All County Units	All Units Per Capita Cnty	Cnty Units Per Cap/ TX Units	Cnty > 2x Per Capita	County population	All County Units	All Units Per Capita Cnty	Cnty Units Per Cap/ TX Units	Cnty > 2x Per Capita

				Per Cap						
Bell	321,591	1786	0.00555	0.59565	No	336,506	2,037	0.00605	0.62276	No
Milam	24,388	180	0.00738	0.79161	No	24,479	180	0.00735	0.75649	No
Williamson	457,218	4449	0.00973	1.04365	No	508,313	5,350	0.01052	1.08279	No
Burnet	43,911	488	0.01111	1.19196	No	45,017	488	0.01084	1.11523	No
Travis	1,092,810	16929	0.01549	1.66150	No	1,176,584	21,468	0.01824	1.87712	No

Findings

Staff finds the application to be complete and further the goals of the 2030 Comprehensive Plan.

FINANCIAL IMPACT:

The developer is seeking a tax exemption for this development.

SUBMITTED BY:

Susan Watkins, AICP, Housing Coordinator

ATTACHMENTS:

Presentation

Exhibit 1 - Resolution

Exhibit 2 - KCG Application for HTC Resolutions

Exhibit 3 - Approved Public Outreach Plan

Exhibit 4 - Additional information from KCG Development

Housing Tax Credit Resolution Request

July 14, 2020

Purpose

- Answer council questions from workshop
- Applicant presentation
- Consideration and possible action of a Housing Tax Credit resolution request

HTC Resolution Request Application

Application Requirements	Received
Application Form	X
Zoning verification	X
Public Outreach Plan	X
Draft Resolutions (Two-times and Support)	X
Letter of Intent with Detailed Information	X

HTC Resolution Request Process Overview

Application Submitted (6 weeks prior to HAB meeting) - May 4, 2020



HAB Review and recommendation – June 15, 2020



Neighborhood meetings (2 with one three weeks prior to Council action)



City Council review and approval – June 23 and July 14, 2020



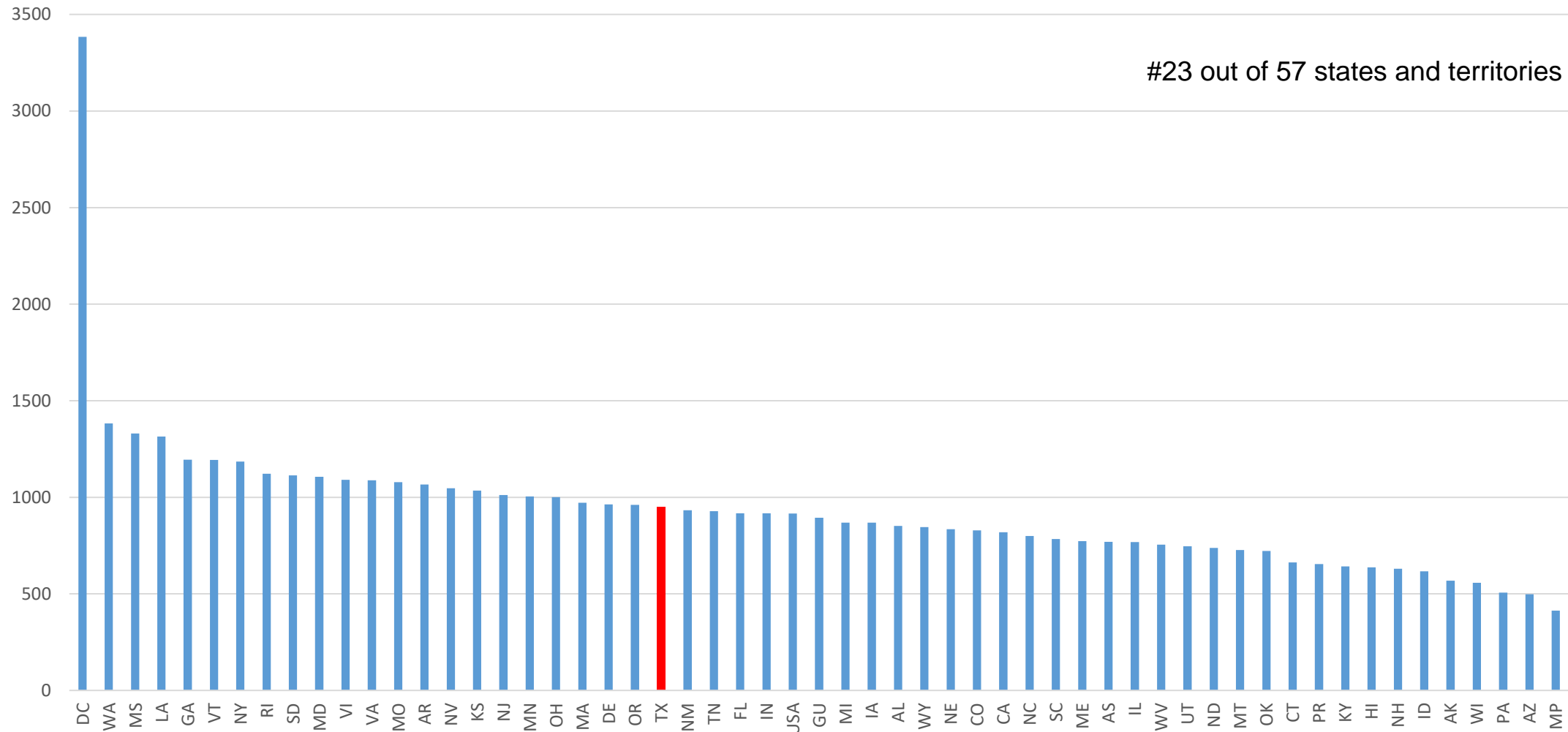
Resolution of Support or No Objection for inclusion in application

Public Meeting #2

- Friday, July 10, 2020
- Virtual meeting via Zoom

Texas Rank in LIHTC provision

LIHTC income-restricted units per 100k residents



Residential properties in City Limits with Local Option Freeze

		% of Total Assessed
Over 65 Freeze Assessed Value	2,941,956,209	33%
DP Freeze Assessed Value	85,448,648	1%
Frozen AV Total	3,027,404,857	34%
Total Assessed	8,797,580,558	

Possible Action

Motion Options

- 1) Approve resolutions of no objection and two times acknowledgment
- 2) Deny resolutions of no objection and two times acknowledgment

Consideration

- Governor Granted Waivers on Certain Resolutions for Housing Tax Credit Applications with disaster declaration

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS REGARDING AN APPLICATION FOR HOUSING TAX CREDITS BY KCG DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE DEVELOPMENT NAMED ESPERO LANDING, TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS TO DEVELOP AFFORDABLE RENTAL HOUSING; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, KCG Development, LLC, (“Applicant”) has proposed a development for 206 units of affordable rental housing at the intersection of Sam Houston Avenue and Bell Gin Road named Espero Landing in the city of Georgetown, Williamson County, Texas (the “Development”); and

WHEREAS, Applicant has advised that it intends to apply to the Texas Department of Housing and Community Affairs for either 2020 or 2021 housing tax credits for the Development (the “Application”); and

WHEREAS, Texas Government Code §2306.67071 requires Applicant to first obtain a resolution from the City of Georgetown (the “City”) certifying that the City has no objection to the Application; and

WHEREAS, Texas Government Code §2306.6703 also requires Applicant to obtain prior approval of the Development from the City if the city of Georgetown has more than twice the state average of units per capita supported by housing tax credits or private activity bonds; and

WHEREAS, the city of Georgetown has more than twice the state average of units per capita supported by housing tax credits or private activity bonds.

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

SECTION ONE. The above and foregoing recitals to this Resolution are found to be true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION TWO. In accordance with the requirements of Texas Government Code §2306.67071 and Texas Administrative Code §10.204(4), it is hereby found that:

1. Notice has been provided to the City in accordance with Texas Government Code §2306.67071(a); and

2. The City has had sufficient opportunity to obtain a response from Applicant regarding any questions or concerns about the Development; and
3. The City has held a hearing at which public comment could be made on the Application in accordance with Texas Government Code §2306.67071(b); and
4. After due consideration of the information provided by Applicant and public comment, the City does not object to the Application.

SECTION THREE. As provided for in §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the city of Georgetown in Williamson County, Texas has more than twice the state average of units per capita supported by housing tax credits or private activity bonds.

SECTION FOUR. The City hereby supports the proposed Development and confirms that the City has voted specifically to approve the Development, subject to applicable planning and permitting requirements, and to authorize an allocation of housing tax credits for the Development pursuant to Texas Government Code 2306.6703(a)(4).

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

SECTION SIX. This Resolution shall be effective July 14, 2020.

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

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

ATTEST:

CITY OF GEORGETOWN, TEXAS

Robyn Densmore, City Secretary

Dale Ross, Mayor

APPROVED AS TO FORM:

Skye Masson, City Attorney



Susan Watkins, AICP
Housing Coordinator
Planning Department
City of Georgetown
406 W. 8th Street
Georgetown, TX 78626

LETTER OF INTENT: DEVELOPMENT OF ESPERO LANDING AND ASPERANZA HEIGHTS IN GEORGETOWN, TEXAS – REQUEST FOR HOUSING ADVISORY BOARD REVIEW & CITY COUNCIL RESOLUTIONS

Dear Ms. Watkins:

KCG Development, LLC (“KCG”) is proud to bring to the Housing Advisory Board a multi-phase development proposal for the Georgetown Community - Espero Landing, 206 units of affordable housing for families, and Asperanza Heights, 144 affordable and market rate units for seniors. The two communities are to be developed simultaneously on 16 acres that is part of the larger Saddlecreek PUD and will be the first multifamily portion of this rapidly growing neighborhood. This opportunity aligns with the recently updated Georgetown Comprehensive Plan, provides a unique opportunity for trans-generational living and closes the gap between the supply and demand for affordable housing in the community – which is more pressing now than ever in light of the long term economic impact COVID-19 has and will continue to have in the future.

Both of the proposed communities are well-aligned with the City’s Comprehensive Plan goals – which clearly identifies a need for more diverse, accessible and affordable housing. Asperanza Heights will provide mixed income senior housing, with affordable and market rate options, to close the gap between supply and demand that exists in the community. Espero Landing will increase accessibility and affordability of housing by providing housing to a wide range of income bands utilizing Income Averaging. This will provide affordable options for Georgetown community members who earn between 30 to 80% of Area Median Income (“AMI”). Those between 60-80% of AMI are often without housing that meets their budget as they exceed the standard limit of 60% of AMI that most affordable communities are limited to – leaving a gap in the supply of true “workforce housing”. Given that the Comprehensive Plan found that 51% of Georgetown renters pay over 30% of their income towards housing and 21% pay over 50% of income for housing – it’s clear that housing opportunities at a variety of income levels are needed for sustainable growth of the local community.

The opportunity for trans-generational multifamily development, pairing a family and senior housing on the same site, will yield tremendous community benefits. Families in Espero Landing and residents of the single family community of Saddlecreek can live side by side with their older relatives – preserving the independence of Asperanza Heights’ senior residents while keeping families connected and engaged with one another. Synergies with resident supportive services

KCG Development

9333 North Meridian Street, Suite 230 | Indianapolis, Indiana | 46260 | (317) 708-0943
www.kcgcompanies.com

and enhanced community engagement will also occur, preventing senior residents from becoming disconnected from the larger community and allowing them to “age-in-place”.

The clear need for more diverse housing and the benefits it will yield for the Georgetown community are both exponentially increased in light of the present and long term economic impacts of the COVID-19 pandemic. This pandemic has made the extent to which communities rely on “essential workers” – who by and large would qualify for affordable housing – inarguably clear, reigniting the discussion around how community growth and economic policy should adapt to meet the needs of these vital individuals. From grocery clerks to delivery drivers, EMTs and even Georgetown Public Service Employees – these essential members of the community bring critical value that has been long overlooked. Espero Landing and Asperanza Heights will ensure that those who we rely on every day, and these days more than ever, have housing opportunities that do not leave them cost burdened and unable to live within their means. Equal housing opportunities for all is the definition of a “hand up, not a handout”, providing direct and immediate benefits not only to residents but to the Georgetown community as a whole.

Please accept this letter on behalf of KCG as a formal request for review by the Housing Advisory Board and to be reviewed for approval and issuance of a Resolution of No Objection by Georgetown City Council at the next meeting agenda for the development of Espero Landing and Asperanza Heights. KCG is currently under contract to purchase 16.2 acres located at 200 Carlson Cove – part of the larger Saddlecreek PUD. It will be financed via non-competitive (4%) housing tax credits (“HTC’s”) administered by the Texas Department of Housing and Community Affairs (“TDHCA”) and tax-exempt bonds issued by Capital Area Housing Finance Corporation (“CAHFC”), along with conventional debt.

A resolution of No Objection is being requested in accordance with Texas Government Code, §2306.67071, which calls for applications for developments financed through the private activity bond program to provide such resolutions. Each development will require a separate resolution. Our request for the city resolution will also need to include Authorization for the Allocation of Housing Tax Credits in municipalities with more than twice the state average of units per capita. This is being requested in accordance with Texas Government Code, §2306.6703(a)(4). Sample resolutions for both are attached.

Sincerely,

Ana K. Spokas

Ina Spokas
Vice President of Development

5/4/2020

Site Plan & Common Amenities:

Attached to this request is a preliminary site plan encompassing both Espero Landing and Asperanza Heights and renderings for each. Until public outreach can be completed, KCG has limited the illustration of design finishes in the site plan due to a desire to incorporate feedback from community leaders and citizens of the surrounding area. Final determinations regarding common amenities have not been made, however the below are what is anticipated at each property at this time. If any changes are made, the final selections will meet or exceed the requirements of both TDHCA and Georgetown's UDC requirements.

Espero Landing Common Amenities:

- Leasing & Service Office
- Secured Entry
- Furnished Private Fitness Center
- Children's Playscape
- Ping Pong Table, Shuffleboard or Pool Table
- Swimming Pool
- Full Perimeter Fencing
- Enclosed Community Sun Porch
- Dog Park
- Lighted Pathways Along Accessible Routes
- Gazebo with Sitting Area
- BBQ Grills & Picnic Tables
- Business Center with Workstations, Printer and Internet Access
- Furnished Community Room
- Library
- Community Kitchen/Dining Room
- High Speed Wifi in Clubhouse

Asperanza Heights Common Amenities:

- Leasing & Service Office
- Secured Entry
- Furnished Private Fitness Center
- Swimming Pool
- Full Perimeter Fencing
- Enclosed Community Sun Porch
- Dog Park
- Lighted Pathways Along Accessible Routes
- Gazebo with Sitting Area
- Activity Room with Supplies – Arts & Crafts, Board Games, etc
- BBQ Grills & Picnic Tables
- Furnished Community Room
- Community Kitchen/Dining Room
- High Speed Wifi in Clubhouse

Unit Amenities and Green Features:

The final array of unit amenities and energy-saving features at the development are also being finalized, but the current proposal for both Espero Landing and Asperanza Heights includes those typically available at KCG properties. These include: covered entries, storage rooms, covered patios or balconies, nine-foot

ceilings, washer/dryer connections, full appliance packages with self-cleaning ovens, Energy –Star dishwashers and refrigerators, and sink disposals. In addition, units will feature Energy-Star lighting and ceiling fans, Energy Star rated low-e thermal windows, high efficiency/water conserving plumbing fixtures for toilet, showerheads, and faucets, and at least 14 SEER HVAC systems. Performance standards are the Texas Health and Safety Code, Chapter 372 and the EPA's WaterSense Label. Additional green building features proposed are native trees and plants that reduce irrigation requirements and a sprinkler system with rain sensors. A water well is planned for the irrigation system to reduce the overall consumption of non-potable water.

Accessibility:

The development will provide all necessary accessibility features via compliance with all applicable federal, state, and local requirements regarding accessibility, including but not limited to fair housing laws, including Chapter 301, Property Code, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), the Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 et seq.); the Civil Rights Act of 1964 (42 U.S.C. §§2000a et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.); the Rehabilitation Act of 1973 (29 U.S.C. §§701 et seq.); Fair Housing Accessibility; and the Texas Fair Housing Act. The development will be designed to be consistent with the Fair Housing Act Design Manual produced by HUD, and the Texas Accessibility Standards. The development will also meet 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" Federal Register 79 FR 29671. In general this requires that 5% of the units (11 will meet Uniform Accessibility Standards ("UFAS") and 2% of the units will be accessible to the hearing and visually impaired – this translates to the below for each community:

- Espero Landing (Family)
 - 11 (5%) Units designed to Uniform Accessibility Standards
 - 5 (2%) Units designed to Hearing/Visual Standards
- Asperanza Heights (Senior)
 - 8 (5%) Units designed to Uniform Accessibility Standards
 - 3 (2%) Units designed to Hearing/Visual Standards

Unit Mix, Rent Limits & Affordability Period:

Below outlines the Unit Mix & Projected Rent Levels for each community. The TDHCA Maximum Rent and Income Limits for each community are attached to this submittal. Please note that the TDHCA Rent Limits attached do not account for Utility Allowances, which further reduces the "maximum rent" that can be charged to provide for the cost of utilities to the tenants.

Espero Landing (Family) Unit Mix & Projected Rent Levels

Bedrooms	Bathrooms	Area (sf)	% of Total	Total
1	1	800	35%	71
2	2	1000	50%	103
3	2	1200	15%	32
Total			100%	206

				Projected
Bedrooms	Unit Type	Set-aside	Units	Rent
1	LIHTC	30%	12	501
1	LIHTC	50%	22	867
1	LIHTC	60%	26	979
1	LIHTC	80%	11	1,372
2	LIHTC	30%	6	594
2	LIHTC	50%	16	1,033
2	LIHTC	60%	58	1,168
2	LIHTC	80%	23	1,639
3	LIHTC	30%	6	680
3	LIHTC	50%	12	1,188
3	LIHTC	60%	2	1,320
3	LIHTC	80%	12	1,887

- KCG is targeting a wide range of income bands in an effort to provide for underserved families and individuals in the Georgetown community as the vast majority of the City's affordable housing inventory is set to 60% of Area Median Income. This will be extremely beneficial for citizens earning between 60% and 80% of Area Median Income as often are forced to pay market rate rents due to extremely limited affordable options for those over the 60% level. The same goes for renters making 30% or less of Area Median Income, who often end up paying 60% rent levels despite earning significantly less.

Asperanza Heights (Senior) Unit Mix & Projected Rent Levels

Bedrooms	Bathrooms	Area (sf)	% of Total	Total
1	1	800	35%	50
2	2	1000	65%	94
Total			100%	144

Bedrooms	Unit Type	Set-aside	Units	Projected Rent
1	LIHTC	60%	40	979
1	Market	N/A	10	1,250
2	LIHTC	60%	83	1,168
2	Market	N/A	11	1,600

Impact on Georgetown ISD Schools – Espero Landing Only:

According to the Naperville model, a matrix that is widely used to predict the number of school age children that will live in a multifamily development, the family tenancy of Espero Landing will result in approximately 42 school-age children living in the apartment community. The analysis supporting this calculation is attached. KCG has reached out to Georgetown ISD to make them aware of the development plans so that they can plan accordingly and accommodate any additional students for the district as a result of this new development. The site has proximity to both Jim Mitchell Elementary and George Wagner Middle School. KCG has reached out to GISD to begin conversations of Espero Landing's potential impact on the school system.

Zoning:

The site is part of the Saddlecreek PUD. This particular tract has the allowed use of MF-2 (multifamily) up to 350 units for the 16.2 acre parcel (21.6 units/acre). The PUD Ordinance (#2015-58) is attached, as well as the application for a zoning verification letter and its supporting documents.

Financing:

Total costs as currently projected are at nearly \$70MM for both communities – roughly \$41.5MM for Espero Landing and \$28.3MM for Asperanza Heights. Capitol Area Housing Finance Corporation ("CAHFC") will act as the issuer of tax-exempt bonds in the amount of approximately \$50MM – with both developments financed via the same bond issuance. The bonds are anticipated to be privately placed and remain outstanding for 40 years. Construction and permanent financing will be provided through a Freddie TEL Tax Exempt Bond structure.

In addition, between the two communities approximately \$16MM in equity (\$10MM for Espero Landing and \$6MM for Asperanza Heights) will be provided via syndication of the housing tax credits. Remaining costs will be covered by rental income and deferment of developer fees. The property is currently vacant land so no known capital improvements are required at this time and it is not under contract with any other funding programs.

Affordability Period:

Per TDCHA regulation both properties will remain affordable for a minimum of 30 years.

Tax Exemption:

Through partnership with a Housing Finance Corporation, a tax exemption is proposed and required for financial viability of the developments. As noted in the City's Comprehensive Plan, "Building low income housing in a community like Georgetown can be difficult, especially because central, well-connected housing tends to represent high value land." This is the situation KCG faces with the site, where cost to acquire the land makes the development financially infeasible without a tax abatement. This means the parcel will not generate real estate taxes for the City, however it also means KCG is not requesting any fee waivers or for any sort of financial assistance from the City. It also ensures that residents, most of whom will relocate from within the City where they are paying rental rates that leave them cash strapped and living "month to month", will now have excess disposable income to put back into their community.

Other Financial Impact on City of Georgetown:

KCG expects the majority of residents to relocate from within the City, many of whom currently are paying market rate levels for housing. By relocating to homes within their budget, the City will benefit from residents with excess free cash – translating to added sales tax income and decreased burden on City provided social programs and services as affordable housing provides a "hand up, not a handout" to residents.

Utility Consumption:

KCG has engaged a Civil Engineer to assist in the site planning and design process, in coordination with our in-house architecture design team. An assessment based on the projected unit mix indicates that the two communities will require approximately 174 LUEs for water and wastewater. Due to location, the site will be served by Jonah Water and City of Georgetown Wastewater.

Off-Site Capital Improvements:

The only known improvements required at this time will be to extend Water and Wastewater lines to the site.

Additional Letter Requests from City of Georgetown for TDHCA: Only a Utility Availability Letter will be required from the City Utility Systems regarding the site location being within the service area for wastewater.

TDHCA Scoring Criteria:

This development will be financed with non-competitive (4%) housing tax credits, and therefore the application is not “scored” in the same manner as the competitive (9%) applications. However, the application does need to meet several threshold criteria in order to be eligible for funding. Those criteria relate to the suitability of the site and the surrounding neighborhood, the amenities and services provided at the community, the experience of the developer/owner, and the financial feasibility of the project. KCG is confident that both communities will meet all the necessary requirements to receive an award of 4% credits.

Letters of Support:

Attached are Letters of Support (“LOS”) from selected past KCG developments across Texas as well as letters for Espero Landing and Asperanza Heights, as outlined below:

- Espero Landing & Asperanza Heights – Georgetown
 - LOS from the Georgetown Boys & Girls Club
- Vista Bella – Lago Vista
 - LOS from State Representative Paul D. Workman
- The Station at 9150 – Houston
 - LOS from City Councilman Robert Gallegos
- Hapori Heights – Houston
 - LOS from City Councilman Robert Gallegos

Public Outreach Plan:

As mentioned previously, the land is within the Saddlecreek PUD, which has an HOA in place for the single family developments that comprise the land adjacent to the proposed multifamily developments. KCG has already begun preliminary discussions with the Saddlecreek HOA but will wait for approval of the Public Outreach Plan to begin formal discussions, particularly in light of the current COVID-19 situation. Discussions with City Planning have indicated that virtual Public Outreach is the most prudent method – an approach KCG has experienced great success with on other developments both prior to and during COVID-19. An outline of the KCG protocol for virtual public meetings is attached for the review and approval of the Housing Advisory Board. As the COVID-19 situation develops and once the plan is approved, the meeting dates will be set in coordination with the Saddlecreek HOA and City staff and will be advertised as appropriate - directly to the HOA, local newspaper, and/or postings at local libraries, schools, or other public venues.

Overview of KCG Development & Similar Projects:

KCG Development was formed in 2015 with a single purpose: to build vibrant communities that offer all residents an enhanced quality of life and a proud place to call home. Founded on the guiding principle that positive social impact and profitable development are not mutually exclusive, we strive to advance and redefine standards for superior-quality sustainable communities.

Our unique approach combines a clearly defined vision with an unwavering commitment to deliver on our promises. Through the development and operation of each community, we focus on maximizing the environmental, social, and financial returns for our residents and partners. Our team is comprised of motivated, seasoned real estate professionals with expertise in economic development, multifamily design, construction, and finance. Collectively throughout our careers, we have developed, financed and built more than \$2 billion of multifamily rental housing. We rely on our combined expertise and experience to create unique delivery solutions for each project. Rather than take a “one-size-fits-all” approach to development, we engage and collaborate with community stakeholders to build sustainable, active communities.

The KCG team has successfully planned, developed, rehabilitated, built and / or managed many different types of communities including mixed-use, mixed-income, transit-oriented, green building, historic rehabilitations, military housing, senior, and both market-rate and work-force housing. KCG’s strong track record is a testament to our integrity, responsiveness, transparency and collaboration. To date, KCG has developed nearly 1200 units nationwide with several hundred more units on track to close in the near future. Following is an overview of the 4 Texas affordable housing communities in KCG’s portfolio as well as those set to close in the near future:

- Vista Bella – Lago Vista
 - 72 Unit Family Community
 - Status: Stabilized
- Hills at Leander – Leander
 - 228 Unit Senior Community
 - Status: Under Lease Up
- Legacy Ranch @ Dessau East – Fort Dessau
 - 232 Unit Senior Community
 - Status: Under Construction
- Bellfort Park Apartments – Houston
 - 64 Unit Family Community
 - Status: Occupied & Under In-Place Renovation

The below developments encompass the balance of KCG's Texas existing pipeline:

- Blue Water Gardens
 - 4% Acquisition/Renovation of 132 existing Section 8 units
 - Targeted for August 2020 closing
- The Station at 9150
 - 4% New Construction of 180 units
 - Targeted for Q1 2021 closing
- Hapori Heights
 - 4% New Construction of 130 units
 - Targeted for Q1 2021 closing

KCG also has several properties nationwide – for a full overview of the company’s portfolio visit kcgcompanies.com/portfolio. KCG’s development entity, KCG Development, LLC, has never had a name change. However since inception in 2015, KCG has reorganized and grown into a vertically integrated development, design and construction firm operating under the KCG Companies, LLC umbrella. KCG Companies is comprised of KCG Development, LLC, KCG Design, LLC and KCG Construction, LLC.

Overview of Capstone Property Management:

Capstone Real Estate Services, Inc. (“Capstone”) is a full-service, third-party management firm presently managing approximately 40,000 multi-family units. Founded in 1969, Capstone maintains 14 offices across 6 states and employs approximately 850 people in the field of

property management. With a portfolio spanning more than 75 cities, Capstone ranks as one of the 15 largest third-party management firms in the nation.

Capstone has significant experience with affordable housing units similar to the communities KCG is proposing at Espero Landing and Asperanza Heights. Currently, Capstone manages affordable communities totaling over 23,000 units. This includes the LIHTC Program, the RTC/AHDP Affordable Housing Program, Tax Exempt Bond, HOME, Section 8, Housing Trust Fund (HTF), Walker Program, Section 202 Elderly, Military Rent-Restricted, Public Housing, and more. To better serve its clients, Capstone has a Compliance Department to effectively monitor properties it manages with governmental reporting requirements. Capstone is currently ranked by NAHMA as the nation's 9th largest affordable housing management company, as well as the 7th largest LIHTC manager in the country.

Capstone's apartment new construction management experience is extensive. The firm's new development background includes project design consulting, pre-construction planning, décor consulting, promotion and full lease up for 175+ properties totaling over 33,000 units in 60+ cities and 6 states since 1994. Our objective is to reach full occupancy and maximize the bottom line in the shortest time possible in accordance with the owner's investment parameters. About 75% of lease-ups have been completed in 9 months or less, with 51% completed in under 6 months.

Capstone has operated under the Capstone Real Estate Services, Inc. name since inception in 1969.



HOUSING TAX CREDIT RESOLUTION OF SUPPORT REQUEST

Deadlines: 9% Competitive Tuesday, December 31, 2019
4% Non-Competitive Six weeks before the Housing Advisory Board Meeting

The Housing Advisory Board regularly meets the third Monday of the month at 3:30 p.m. at the Historic Light & Waterworks Building (406 W. 8th Street). Please see the **HTC Schedule** for other requirements.

Zoning: 9% Competitive If the zoning district for the property does not allow for multifamily/apartment development, you must initiate the rezoning process with the Planning Department by December 1, 2019.

4% Non-Competitive The property must have zoning entitlements for multifamily/apartments before the HTC can be considered by City Council.

Public Outreach: Existing Rehabilitation-- No outreach is required.

9% and 4% New Construction

The applicant must hold two public meetings, one at least three weeks before the City Council consideration. Outreach will consist of letters, signage and ads to residential neighborhoods within ½ mile of the site. An outreach plan must be approved by the Housing Coordinator.

Application: The following items are required for submittal. If requested information is missing, the application may not be accepted.

- Application Form
- Zoning verification or rezoning application number
- Public Outreach Plan
- Draft Resolutions (Two-times and Support)
- Letter of Intent with Detailed Information

The Housing Coordinator is available to advise you on any requirements. Please call 512-930-8477 or email housing@georgetown.org for an appointment to discuss your application.



HOUSING TAX CREDIT APPLICATION

PROJECT NAME: Espero Landing & Asperanza Heights

PROJECT INFORMATION

Property Address: 200 Carlson Cove

Zoning District: C-1 Acreage: 16.2

Total Number of Units: Espero Landing - 206 Asperanza Heights - 144

Affordability: 30% 50% 60% Market See LOI for Unit Mix

Do you have site control or owner's consent to apply for Housing Tax Credits? Yes X No

APPLICANT INFORMATION

Company KCG Development, LLC Name:

Contact Name: Ina Spokas

Address:

9333 North Meridian Street Suite 230 City:

Indianapolis State Indiana Zip: 46260

Work Phone: 463-204-8812

Cell Phone: 512-689-8812 Email: ina.spokas@kcgcompanies.com

PROPERTY INFORMATION

Owner Woodhull Ventures 2015, LLC Name(s): David Nairne

Address:

9111 Jollyville Road Suite 212 City:

Austin State: TX Zip: 78759

Work Phone: 512-226-8718 Cell Phone: 817-675-5084

Email: Michael.Gonzalez@berkadia.com - note this is Broker for Owner, please contact for questions

Applicant's Signature: Ina K. Spokas

Printed Name: Ina Spokas Date: 5/4/2020

By signing this form, the applicant authorizes the City of Georgetown to begin proceeding in accordance with the process for this request. The applicant further acknowledges that submission of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the decision making authority may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

SITE INFORMATION

- ☒ Breakdown of unit types and rental rates by income level
- ☒ If in an existing program (not HTC) will rent levels change from existing?
- ☒ Architectural renderings of buildings.
- ☒ Proposed site layout.
- ☒ Number of accessible units.
- ☒ What ADA features are included?
- ☒ If the development includes market rate units, do these units differ from the income restricted units in any way?
- ☒ List the amenities included in individual units as well as those for the entire site.
- ☒ Describe energy efficiency components that will be included.

DEVELOPMENT AND MANAGEMENT COMPANY INFORMATION

- ☒ Will the management be in-house or a separate entity?
- ☒ Have there been any changes in company names or re-organizations?
- ☒ Provide history of similar projects developed and managed.
- ☒ How many tax credit projects have you developed in Texas?
- ☒ Provide two letters of support from existing developments similar to the proposal.

FINANCIAL INFORMATION

- ☒ Will the site have any property tax exemptions after development?
- ☒ What is the affordability period requirement for this project?
- ☒ Provide an analysis of the economic impact to the City (property tax increase, utility consumption, sales tax base).
- ☒ Will this development require off-site capital improvements?

OTHER INFORMATION

- ☒ Please provide an analysis on how your project will impact the school district and provide any feedback received from school district.
- ☒ Provide the TDHCA scoring criteria that you anticipate meeting.
- ☒ Please list any additional information or letters that you will be requesting from the City or Georgetown Utility Systems for the TDHCA application requirements.



HOUSING TAX CREDIT 2019-2020 SCHEDULE (9%)

2019

December 1	Rezoning Application Due (if necessary)
December 31	HTC Resolution Applications Due

2020

January 21	Housing Advisory Board Meeting
January 21	Hold at least 1 Public Meeting by this date
January 28	City Council Workshop
February 11	City Council Meeting
February 28	TDHCA Application Due



LETTER OF INTENT: REQUEST FOR ZONING VERIFICATION LETTER

The enclosed documents are provided to request a Zoning Verification Letter regarding parcel #R539263 – to evidence that Multifamily Attached Dwellings are permissible on the site as detailed in the Permitted Use Table of UDC Chapter 5. A parcel map illustrating the site is within the Saddlecreek PUD, the PUD Ordinance Documents and a Survey have been provided for reference.

Thank you,

CJ Lintner
Development Analyst
CJ.Lintner@KCGCompanies.com
Cell: 317-502-9239

Subject Parcel



NON RESIDENTIAL LAND USE SUMMARY

Employment Center (C-1, BP)*	62.7 AC.	401,523 s.f.**
Major Row	1.9 AC.	
Open Space	3.6 AC.	
TOTAL	68.2 AC.*	

Notes:
 * A maximum of 16.6 acres of non-residential acreage or 350 units may be multi family, MF-2, located within the C-1 Parcel D at the intersection of Bell Gin and Sam Houston Avenue.
 **Maximum square footage assuming .2 F.A.R. and 16.6 acres of MF-2

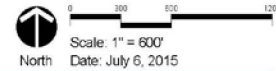
RESIDENTIAL LAND USE SUMMARY

LOT TYPE	ACRES	MAXIMUM UNITS
RESIDENTIAL (RS)	184.6 AC.	
CLUSTER/TOWNHOUSE (MF-1)	44.2 AC.	
RESIDENTIAL TOTAL	228.8 AC.	1,500 units

Residential Unit Restrictions:
 Multi Family (MF-1) Product shall not exceed 475 units
 Multi Family (MF-2) shall not exceed 350 units
 Single Family detached shall not exceed 1,100 units

Amenity Center	1.8 AC.
Major Row	19.6 AC.
Open Space*	34.6 AC.
TOTAL	284.8 AC.

Notes:
 * Open space includes parks, greenbelts, enhanced lakes, easements and buffers



SEC Planning, LLC
 Land Planning • Landscape Architecture • Community Branding
 AUSTIN, TEXAS
 (512) 540-7883 • (512) 540-7703
 www.secplanning.com • info@secplanning.com

EXHIBIT C
SADDLECREEK
 GEORGETOWN, TEXAS

SHEET FILE: Q:\130144-SADDLECREEK\PLANNING\WORKBOOK\July 2015\93 Submittal\Exhibit C.dwg
 Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

Exhibit C

ORDINANCE NO. 2015-58

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 353.45 acres in the Stubblefield Survey from the Agriculture (AG) District to Planned Unit Development (PUD), to be known as Saddlecreek; 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"):

353.45 acres of the Stubblefield Survey, as described in Exhibit B of this ordinance as documented in the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, the City Council has submitted the proposed amendment to the Official Zoning Map to the Planning and Zoning Commission for its consideration at a public hearing and for its recommendation or report; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on September 15, 2015, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on October 13, 2015, held an additional public hearing prior to taking action on the requested rezoning of the Property.

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

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

Section 2. The Official Zoning Map, as well as the Zoning District classification(s) for the Property is hereby amended from the Agriculture District (AG) to a Planned Unit Development

Ordinance Number: 2015-58

Page 1 of 2

Description: Saddlecreek PUD Rezoning

Case File Number: REZ-2014-022

Date Approved: October 27, 2015

Exhibits A-F Attached

(PUD), with base zoning districts of Residential (RS), Multifamily Low-Density (MF-1), Local Commercial (C-1), and Business Park (BP), according to *Exhibit C* (Land Use Summary) and *Exhibit B* (Legal Description) and incorporated herein by reference.

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

Section 4. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 13th day of October, 2015.

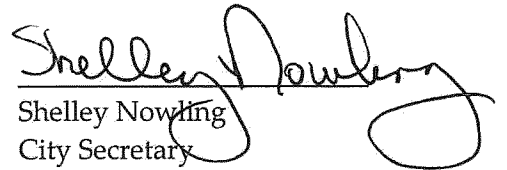
APPROVED AND ADOPTED on Second Reading on the 27th day of October, 2015.

THE CITY OF GEORGETOWN:



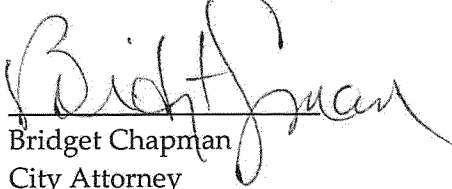
Dale Ross
Mayor

ATTEST:



Shelley Nowling
City Secretary

APPROVED AS TO FORM:



Bridget Chapman
City Attorney

Ordinance Number: 2015-58

Description: Saddlecreek PUD Rezoning

Date Approved: October 27, 2015

Page 2 of 2

Case File Number: REZ-2014-022

Exhibits A-F Attached

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

LEGEND:



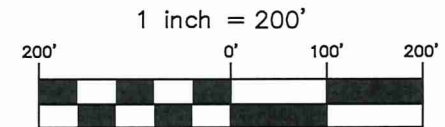
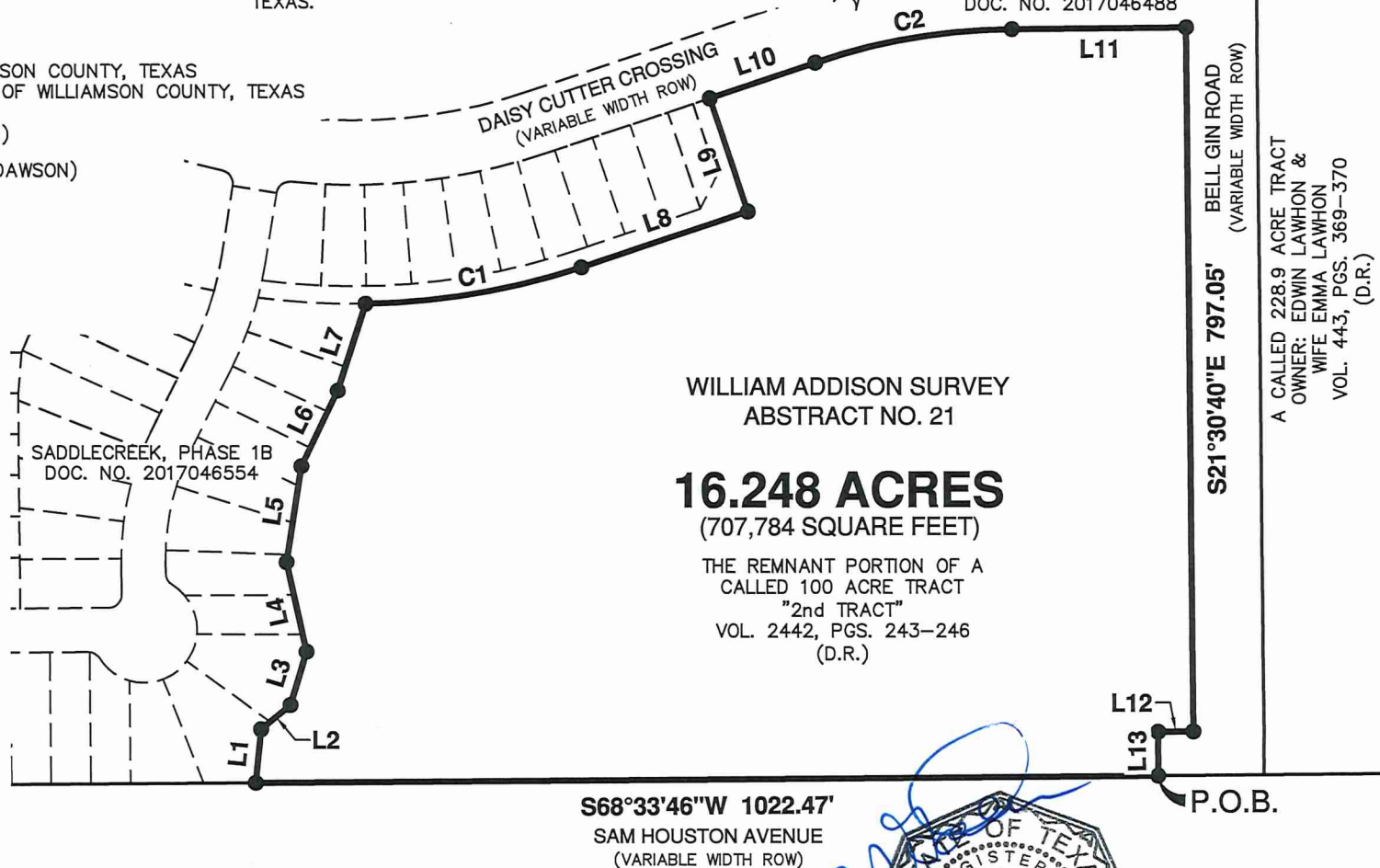
- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 P.O.B. POINT OF BEGINNING
 FOUND I.R. (PAPE-DAWSON)
 SET 1/2" IRON ROD (PAPE-DAWSON)

EXHIBIT OF

A 16.248 ACRE TRACT OF LAND, SITUATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21 IN THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS, BEING THE REMNANT PORTION OF A CALLED 100 ACRE TRACT OF LAND "2nd TRACT" CONVEYED TO WOODHULL FAMILY PARTNERS RECORDED IN VOLUME 2442, PAGE 243 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.



SADDLECREEK, PHASE 1A
 DOC. NO. 2017046488



LINE TABLE

LINE	BEARING	LENGTH
L1	N15°11'23"W	61.19'
L2	N29°17'42"E	43.24'
L3	N04°15'50"W	63.35'
L4	N33°33'42"W	103.32'
L5	N12°08'49"W	109.56'
L6	N04°38'45"E	95.38'
L7	N03°26'16"W	103.98'
L8	N50°26'33"E	198.92'
L9	N39°33'45"W	135.01'
L10	N50°26'15"E	126.30'
L11	N68°31'56"E	197.75'
L12	S68°29'20"W	40.00'
L13	S21°30'40"E	49.85'

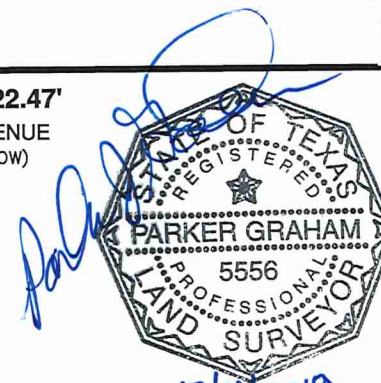
CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	828.03'	17°14'01"	N59°25'52"E	248.12'	249.06'
C2	717.00'	18°05'41"	N59°29'05"E	225.50'	226.44'

PAPE-DAWSON
ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

DECEMBER 4, 2019



12/4/2019

JOB No.:

SHEET 1 OF 1

50815-04



FIELD NOTES

FOR

A 16.248 ACRE TRACT OF LAND, SITUATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21 IN THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS, BEING THE REMNANT PORTION OF A CALLED 100 ACRE TRACT OF LAND "2nd TRACT" CONVEYED TO WOODHULL FAMILY PARTNERS RECORDED IN VOLUME 2442, PAGE 243 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 16.248 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod with yellow cap marked "Pape-Dawson" found in the north right-of-way line of Sam Houston Avenue, a variable width right-of-way, said point being the southwest terminus of Bell Gin Road, a variable width right-of-way in Saddlecreek, Phase 1A, a subdivision according to the plat recorded in Document No. 2017046488 of the Official Public Records of Williamson County, Texas, also being the southeast corner of said Remnant Portion for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE S 68°33'46" W, with the north right-of-way line of said Sam Houston Avenue, same being the south line of said 100 acre tract, a distance of **1022.47 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the southernmost southeast corner of Saddlecreek Phase 1B, a subdivision according to the plat recorded in Document No. 2017046554 of the Official Public Records of Williamson County, Texas, same being the southwest corner of said Remnant Portion, for the southwest corner hereof;

THENCE departing the north right-of-way line of said Sam Houston Avenue, with the westerly line of said Remnant Portion, same being the easterly line of said Saddlecreek Phase 1B the following nine (9) courses and distances:

1. **N 15°11'23" W**, a distance of **61.19 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for and angle point hereof,
2. **N 29°17'42" E**, a distance of **43.24 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for and angle point hereof,
3. **N 04°15'50" W**, a distance of **63.35 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for and angle point hereof,

4. **N 33°33'42" W**, a distance of **103.32 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for and angle point hereof,
5. **N 12°08'49" W**, a distance of **109.56 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for and angle point hereof,
6. **N 04°38'45" E**, a distance of **95.38 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for and angle point hereof,
7. **N 03°26'16" W**, a distance of **103.98 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangent curvature,
8. along the arc of a curve to the left, having a **radius of 828.03 feet**, a **central angle of 17°14'01"**, a **chord bearing and distance of N 59°25'52" E, 248.12 feet**, for an **arc length of 249.06 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangency,
9. **N 50°26'33" E**, a distance of **198.92 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for and angle point hereof, and
10. **N 39°33'45" W**, a distance of **135.01 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found in the south right-of-way line of Daisy Cutter Crossing, a variable width right-of-way recorded in said Saddlecreek Phase 1A, said point being the northwest corner of said Remnant Portion, same being the northeast corner of said Saddlecreek Phase 1B for the northernmost northwest corner hereof;

THENCE with the south right-of-way line of said Daisy Cutter Crossing, same being the north line of said Remnant Portion, the following three (3) courses and distances:

1. **N 50°26'15" E**, a distance of **126.30 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangent curvature,
2. along the arc of a curve to the right, having a **radius of 717.00 feet**, a **central angle of 18°05'41"**, a **chord bearing and distance of N 59°29'05" E, 225.50 feet**, for an **arc length of 226.44 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangency, and
3. **N 68°31'56" E**, a distance of **197.75 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the southeast terminus of said Daisy Cutter Crossing, same being a point in the west right-of-way line of said Bell Gin Road;

THENCE with the westerly right-of-way line of said Bell Gin Road, same being the easterly line of said Remnant Portion the following three (3) courses and distances:

1. **S 21°30'40" E**, a distance of **797.05 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
2. **S 68°29'20" W**, a distance of **40.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof, and
3. **S 21°30'40" E**, a distance of **49.85 feet** to the **POINT OF BEGINNING** and containing 16.248 acres in the City of Georgetown, Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and an exhibit prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 4, 2019

JOB No.: 50815-04

DOC.ID.: H:\Survey\CIVIL\50815-04\Takedown & Option Tracts\Word\50815-04_16.248Ac_Sec.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01



12/4/2019

CONFIRMATION OF ZONING VERIFICATION LETTER ACCEPTANCE

CJ Lintner

From: Susan Watkins <Susan.Watkins@georgetown.org>
Sent: Friday, April 24, 2020 5:59 PM
To: Ina Spokas; CJ Lintner
Subject: RE: [EXTERNAL] Questions - City's HTC Application Process - KCG Proposed Development at Saddlecreek (Georgetown)

Hi Ina and CJ,

It was good talking with you this morning. The link to the March 24th workshop is here (end of Item B and Item C):

<https://georgetowntx.swagit.com/play/03242020-826>

For impact to the school district, you might reach out to the Georgetown ISD real estate board.

To obtain the Zoning Verification Letter, please follow steps in the Letter of Regulatory Compliance checklist found here: <https://udc.georgetown.org/files/2019/08/LTR-Letter-of-Regulatory-Compliance.pdf>. The checklist is written for both plat certification and zoning verification. Please only provide items relevant to zoning verification (you can ignore plat letter requirements).

You will need to apply for the zoning verification letter on MyGovernmentOnline. You can find the link to the MyGovernmentOnline portal and user guide here: <https://udc.georgetown.org/mygovernmentonline/>. When you apply your type is Letter of Regulatory Compliance and the subtype is "Zoning Verification Letter".

You can submit anytime, but the next application submittal date is May 4, 2020, and the application will be processed then. You can pay online by credit card. You will receive an invoice on the day it is processed. We have reviewed the zoning internally, so you will meet the requirements for the Housing Resolution application.

Thank you,

Susan Watkins, AICP
Housing Coordinator

City of Georgetown
Planning Department
406 W. 8th Street
Georgetown, TX 78626
(512) 930-8477

Espero Landing and Asperanza Heights – Public Outreach Meeting Guidelines

We are hosting a Community Zoom Meeting on XXX Date, XXX Month 2020 from X to X CST to discuss KCG Development, LLC's Proposal for the 16.2 acres located at 200 Carlson CV – a part of the larger Saddlecreek PUD.

Due to COVID-19, we are conducting this meeting digitally as a matter of public health. KCG has provided a link and a telephone number for you to join the meeting if you are interested in participating. The link will allow you to see the faces of all attendees and, will allow you to submit questions or share comments.

Because this is a new format, we want to share the meeting rules to foster a fair and healthy meeting environment:

1. All participants will be muted upon entering the meeting. You will not need to select that option on your phone or through the zoom link. Participants are muted to block background noise which can make it difficult for others to hear.
2. In an effort to help structure the meeting, please email cj.lintner@kcgcompanies.com if you would like time to speak about the development during the meeting. Please include your first and last name, your telephone number, and your address. We will unmute you once it is your turn to speak. Speaking order will be determined by when Mo receives your email request.
3. All participants will have up to 2 minutes to ask questions or make comments directly to the development team or myself.
4. If you have any questions prior to our call, please email them directly to cj.lintner@kcgcompanies.com this will allow KCG to address these questions or comments during their presentation.
5. If for some reason you are unable to ask your question during the zoom call, please send your questions to cj.lintner@kcgcompanies.com.
6. If you have any technical issues, please email cj.lintner@kcgcompanies.com

Call Instructions: TBD ONCE MEETING IS SET

Meeting ID: TBD ONCE MEETING IS SET

Sample Resolution of No Objection

Pursuant to §11.9(d)(1) of the QAP and in accordance with Tex. Gov't Code §2306.6710(b), an Application may qualify for up to seventeen (17) points for a resolution or resolutions from the municipality and/or county in which the proposed development site is located. Resolutions that expressly set forth that the municipality or county supports the Application or Development are worth maximum points while resolutions setting forth that the municipality or county has no objection to the Application or Development are worth fewer points. Pursuant to §11.9(d)(1) once a resolution has been submitted it may not be changed or withdrawn. The resolution must be submitted by the Full Application Delivery Date as identified in §11.2(a) of the QAP, regarding Competitive HTC Deadlines. A sample resolution is provided below.

WHEREAS, **KCG Development, LLC** has proposed a development for affordable rental housing at **200 Carlson Cove** named **Asperanza Heights** in the **City of Georgetown in Williamson County**; and

WHEREAS, **KCG Development, LLC** has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for **Asperanza Heights**

It is hereby

RESOLVED, that the **City of Georgetown**, acting through its governing body, hereby confirms that it **has no objection to** the proposed **Asperanza Heights located at 200 Carlson Cove, Application Number XXX** and that this formal action has been taken to put on record the opinion expressed by the **City of Georgetown** on **[date]**, and

FURTHER RESOLVED that for and on behalf of the Governing Body, **[name, position of authorized person]** are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Sample Resolution of No Objection

Pursuant to §11.9(d)(1) of the QAP and in accordance with Tex. Gov't Code §2306.6710(b), an Application may qualify for up to seventeen (17) points for a resolution or resolutions from the municipality and/or county in which the proposed development site is located. Resolutions that expressly set forth that the municipality or county supports the Application or Development are worth maximum points while resolutions setting forth that the municipality or county has no objection to the Application or Development are worth fewer points. Pursuant to §11.9(d)(1) once a resolution has been submitted it may not be changed or withdrawn. The resolution must be submitted by the Full Application Delivery Date as identified in §11.2(a) of the QAP, regarding Competitive HTC Deadlines. A sample resolution is provided below.

WHEREAS, **KCG Development, LLC** has proposed a development for affordable rental housing at **200 Carlson Cove** named **Espero Landing** in the **City of Georgetown in Williamson County**; and

WHEREAS, **KCG Development, LLC** has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for **Espero Landing**

It is hereby

RESOLVED, that the **City of Georgetown**, acting through its governing body, hereby confirms that it **has no objection to** the proposed **Espero Landing located at 200 Carlson Cove, Application Number XXX** and that this formal action has been taken to put on record the opinion expressed by the **City of Georgetown** on **[date]**, and

FURTHER RESOLVED that for and on behalf of the Governing Body, **[name, position of authorized person]** are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Twice the State Average Per Capita – Sample Resolution

Pursuant to §11.3(c) of the QAP, for applications located in a municipality, or if located completely outside a municipality, a county, that has more than twice the state average of units per capita supported by Housing Tax Credits or private activity bonds at the time the Application Acceptance Period begins, or for Tax-Exempt Bond Developments, Applications submitted after the Application Acceptance Period begins, then the Applicant must obtain prior approval of the Development from the Governing Body of the appropriate municipality or county containing the Development. That approval must also contain a written expression of support in the form of a resolution, and that resolution must include a reference to Tex. Gov't Code §2306.6703(a)(4) and authorize an allocation of Housing Tax Credits for the Development. The resolution must be submitted by the Full Application Delivery Date as identified in §11.2(a) of the QAP, regarding Competitive HTC Deadlines, or Resolutions Delivery Date in §11.2(b) of the QAP, regarding Tax-Exempt Bond Development Dates and Deadlines, as applicable. A list of the areas with more than twice the state average of units per capita can be found in the 2020 HTC Site Demographic Characteristics Report posted on the Department's website. A sample resolution is provided below.

WHEREAS, **KCG Development, LLC** has proposed a development for affordable rental housing at **200 Carlson Cove** named **Asperanza Heights** in the **City of Georgetown, Williamson County** and

WHEREAS, **KCG Development, LLC** has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for 2020 or 2021 **Housing Tax Credits and Private Activity Bond** funds for **Asperanza Heights**.

It is hereby

RESOLVED, that as provided for in §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the **City of Georgetown** has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds and

FURTHER RESOLVED, that the **City of Georgetown** hereby supports the proposed **Asperanza Heights** and confirms that its governing body has voted specifically to approve the construction or rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4), and

FURTHER RESOLVED that for and on behalf of the Governing Body, **[name, position of authorized person]** are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Twice the State Average Per Capita – Sample Resolution

Pursuant to §11.3(c) of the QAP, for applications located in a municipality, or if located completely outside a municipality, a county, that has more than twice the state average of units per capita supported by Housing Tax Credits or private activity bonds at the time the Application Acceptance Period begins, or for Tax-Exempt Bond Developments, Applications submitted after the Application Acceptance Period begins, then the Applicant must obtain prior approval of the Development from the Governing Body of the appropriate municipality or county containing the Development. That approval must also contain a written expression of support in the form of a resolution, and that resolution must include a reference to Tex. Gov't Code §2306.6703(a)(4) and authorize an allocation of Housing Tax Credits for the Development. The resolution must be submitted by the Full Application Delivery Date as identified in §11.2(a) of the QAP, regarding Competitive HTC Deadlines, or Resolutions Delivery Date in §11.2(b) of the QAP, regarding Tax-Exempt Bond Development Dates and Deadlines, as applicable. A list of the areas with more than twice the state average of units per capita can be found in the 2020 HTC Site Demographic Characteristics Report posted on the Department's website. A sample resolution is provided below.

WHEREAS, **KCG Development, LLC** has proposed a development for affordable rental housing at **200 Carlson Cove** named **Espero Landing** in the **City of Georgetown, Williamson County** and

WHEREAS, **KCG Development, LLC** has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for 2020 or 2021 **Housing Tax Credits and Private Activity Bond** funds for **Espero Landing**.

It is hereby

RESOLVED, that as provided for in §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the **City of Georgetown** has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds and

FURTHER RESOLVED, that the **City of Georgetown** hereby supports the proposed **Espero Landing** and confirms that its governing body has voted specifically to approve the construction or rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4), and

FURTHER RESOLVED that for and on behalf of the Governing Body, **[name, position of authorized person]** are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.



Texas Department of Housing and Community Affairs

Rent and Income Limits¹ (As of 4/1/2020)

Project: **Asperanza Heights**

Instructions:

- (1) Choose the county in which your project is located.
- (2) If your project is located within the boundaries of one of the designated places listed in the drop down menu then make the appropriate selection. If the location is not listed, then choose the "Not Listed" option.
- (3) Please select the financing applicable for your project. Units financed with HOME, NSP, or tax exempt bonds and 4% tax credits are not eligible to use the National Non-Metro limits.
- (4) Choose the date the first building in the project (as defined on line 8b of the 8609) was placed in service or for State Housing Trust Fund, the date of your LURA. For HOME, NSP or National Housing Trust Fund, select "N/A."
- (5) Select the date based on the execution date of your property's Carryover Agreement, Determination Notice or Subaward Agreement Date. For State Housing Trust Fund, select the date of your LURA. For HOME, NSP or National Housing Trust Fund select "N/A." See footnote 3 for more details.

PLEASE COMPLETE ALL FIELDS.

- (1) County: **Williamson**
- (2) Place:² **Georgetown**
- (3) Financing: **4% Housing Tax Credits**
- (4) Project PIS Date: **On or After 5/17/2020**

INCOME LIMITS

2020 Area Median Income:

\$97,600

AMFI %	Number of Household Members							
	1	2	3	4	5	6	7	8
20	\$ 13,680	\$ 15,620	\$ 17,580	\$ 19,520	\$ 21,100	\$ 22,660	\$ 24,220	\$ 25,780
30	\$ 20,520	\$ 23,430	\$ 26,370	\$ 29,280	\$ 31,650	\$ 33,990	\$ 36,330	\$ 38,670
40	\$ 27,360	\$ 31,240	\$ 35,160	\$ 39,040	\$ 42,200	\$ 45,320	\$ 48,440	\$ 51,560
50	\$ 34,200	\$ 39,050	\$ 43,950	\$ 48,800	\$ 52,750	\$ 56,650	\$ 60,550	\$ 64,450
60	\$ 41,040	\$ 46,860	\$ 52,740	\$ 58,560	\$ 63,300	\$ 67,980	\$ 72,660	\$ 77,340
70	\$ 47,880	\$ 54,670	\$ 61,530	\$ 68,320	\$ 73,850	\$ 79,310	\$ 84,770	\$ 90,230
80	\$ 54,720	\$ 62,480	\$ 70,320	\$ 78,080	\$ 84,400	\$ 90,640	\$ 96,880	\$ 103,120
120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RENT LIMITS

AMFI %	Number of Bedrooms					
	0	1	2	3	4	5
20	\$342	\$366	\$439	\$507	\$527	\$625
30	\$513	\$549	\$659	\$761	\$849	\$937
40	\$684	\$732	\$879	\$1,015	\$1,133	\$1,250
50	\$855	\$915	\$1,098	\$1,269	\$1,416	\$1,562
60	\$1,026	\$1,098	\$1,318	\$1,523	\$1,699	\$1,875
65						
70	\$1,197	\$1,281	\$1,538	\$1,777	\$1,846	\$2,187
80	\$1,368	\$1,465	\$1,758	\$2,031	\$2,266	\$2,500

(5) Carryover / Determination Notice / Subaward Agreement Date:

On or After 5/17/2020

1. The Texas Department of Housing and Community Affairs (the "Department" or TDHCA) has posted to its website the 2020 Income and rent limit tool. This tool was developed for use by TDHCA staff, primarily in the Compliance Division, to determine whether income and rent limits prescribed by law were being met, and the tool is being shared with the public solely as a courtesy. This tool is NOT to be considered as either a definitive or exclusive statement or application of law or as legal advice. Neither the tool itself nor any output from or conclusions drawn from the tool may be relied upon as conclusively correct information or used as a defense to any contrary determination, finding, conclusion, or assertion by any relevant or cognizant oversight or enforcement entity (including TDHCA) of an applicable rent or income limit. Again, these are simply the income and rent limits that the Department expects to use when monitoring. It is anticipated that from time to time as the Department identifies aspects of the tool that it needs to amend, correct, or improve, it will do so, but the Department cannot and does not commit to providing notifications or changes to the tool as posted on its website or as used by TDHCA staff.

2. The "Place" field is used to determine whether the property is eligible to use the National Non-Metropolitan Median Income limits. Not all Places or Cities in Texas are shown. If you are located outside of the boundaries of a designated Place then select "Not Listed" even if your mailing address reflects the place name.

3. The 'Carryover / Determination Notice / Subaward Agreement Date' field is used to determine whether the property's gross rent floor is based upon a different set of income limits than those used to qualify tenants. For a competitive or 9%

4. The 2020 Housing Tax Credit limits are effective 4/1/2020. The NSP income limits are effective 6/28/2019. The Community Planning Division (CPD) of HUD released the 2019 HOME Program income limits effective 6/28/2019 and rent limits that are effective for all new leases and lease renewals after 6/28/2019. The National Housing Trust Fund income and rent limits are effective 6/28/2019.

5. For Housing Tax Credit project(s) that place in service or execute a Carryover Agreement within 45 days after HUD releases the MTSP Income limits where the newly released limits reflect a decrease, IRS Revenue Ruling 94-57 allows the owner to rely on either limit.



Texas Department of Housing and Community Affairs Rent and Income Limits¹ (As of 4/1/2020)

Project: **Espero Landing**

Instructions:

- (1) Choose the county in which your project is located.
- (2) If your project is located within the boundaries of one of the designated places listed in the drop down menu then make the appropriate selection. If the location is not listed, then choose the "Not Listed" option.
- (3) Please select the financing applicable for your project. Units financed with HOME, NSP, or tax exempt bonds and 4% tax credits are not eligible to use the National Non-Metro limits.
- (4) Choose the date the first building in the project (as defined on line 8b of the 8609) was placed in service or for State Housing Trust Fund, the date of your LURA. For HOME, NSP or National Housing Trust Fund, select "N/A."
- (5) Select the date based on the execution date of your property's Carryover Agreement, Determination Notice or Subaward Agreement Date. For State Housing Trust Fund, select the date of your LURA. For HOME, NSP or National Housing Trust Fund select "N/A." See footnote 3 for more details.

PLEASE COMPLETE ALL FIELDS.

(1) County: **Williamson**

(2) Place:² **Georgetown**

(3) Financing: **4% Housing Tax Credits**

(4) Project PIS Date: **On or After 5/17/2020**

INCOME LIMITS

2020 Area Median Income:

\$97,600

AMFI %	Number of Household Members							
	1	2	3	4	5	6	7	8
20	\$ 13,680	\$ 15,620	\$ 17,580	\$ 19,520	\$ 21,100	\$ 22,660	\$ 24,220	\$ 25,780
30	\$ 20,520	\$ 23,430	\$ 26,370	\$ 29,280	\$ 31,650	\$ 33,990	\$ 36,330	\$ 38,670
40	\$ 27,360	\$ 31,240	\$ 35,160	\$ 39,040	\$ 42,200	\$ 45,320	\$ 48,440	\$ 51,560
50	\$ 34,200	\$ 39,050	\$ 43,950	\$ 48,800	\$ 52,750	\$ 56,650	\$ 60,550	\$ 64,450
60	\$ 41,040	\$ 46,860	\$ 52,740	\$ 58,560	\$ 63,300	\$ 67,980	\$ 72,660	\$ 77,340
70	\$ 47,880	\$ 54,670	\$ 61,530	\$ 68,320	\$ 73,850	\$ 79,310	\$ 84,770	\$ 90,230
80	\$ 54,720	\$ 62,480	\$ 70,320	\$ 78,080	\$ 84,400	\$ 90,640	\$ 96,880	\$ 103,120
120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RENT LIMITS

AMFI %	Number of Bedrooms					
	0	1	2	3	4	5
20	\$342	\$366	\$439	\$507	\$527	\$625
30	\$513	\$549	\$659	\$761	\$849	\$937
40	\$684	\$732	\$879	\$1,015	\$1,133	\$1,250
50	\$855	\$915	\$1,098	\$1,269	\$1,416	\$1,562
60	\$1,026	\$1,098	\$1,318	\$1,523	\$1,699	\$1,875
65						
70	\$1,197	\$1,281	\$1,538	\$1,777	\$1,846	\$2,187
80	\$1,368	\$1,465	\$1,758	\$2,031	\$2,266	\$2,500

1. The Texas Department of Housing and Community Affairs (the "Department" or TDHCA) has posted to its website the 2020 Income and rent limit tool. This tool was developed for use by TDHCA staff, primarily in the Compliance Division, to determine whether income and rent limits prescribed by law were being met, and the tool is being shared with the public solely as a courtesy. This tool is NOT to be considered as either a definitive or exclusive statement or application of law or as legal advice. Neither the tool itself nor any output from or conclusions drawn from the tool may be relied upon as conclusively correct information or used as a defense to any contrary determination, finding, conclusion, or assertion by any relevant or cognizant oversight or enforcement entity (including TDHCA) of an applicable rent or income limit. Again, these are simply the income and rent limits that the Department expects to use when monitoring. It is anticipated that from time to time as the Department identifies aspects of the tool that it needs to amend, correct, or improve, it will do so, but the Department cannot and does not commit to providing notifications or changes to the tool as posted on its website or as used by TDHCA staff.

2. The "Place" field is used to determine whether the property is eligible to use the National Non-Metropolitan Median Income limits. Not all Places or Cities in Texas are shown. If you are located outside of the boundaries of a designated Place then select "Not Listed" even if your mailing address reflects the place name.

3. The 'Carryover / Determination Notice / Subaward Agreement Date' field is used to determine whether the property's gross rent floor is based upon a different set of income limits than those used to qualify tenants. For a competitive or 9%

4. The 2020 Housing Tax Credit limits are effective 4/1/2020. The NSP income limits are effective 6/28/2019. The Community Planning Division (CPD) of HUD released the 2019 HOME Program income limits effective 6/28/2019 and rent limits that are effective for all new leases and lease renewals after 6/28/2019. The National Housing Trust Fund income and rent limits are effective 6/28/2019.

5. For Housing Tax Credit project(s) that place in service or execute a Carryover Agreement within 45 days after HUD releases the MTSP Income limits where the newly released limits reflect a decrease, IRS Revenue Ruling 94-57 allows the owner to rely on either limit.

PHASE 1 - 4% Senior

Units	BLD 1	Total
1 BR 800 SF	50	50
2 BR 1,000 SF	94	94
Total	144	144

Parking

1 space / DU = 144
+ 5% guest spaces = 8

Total Required Spaces = 152

Total Area Provided = 50,000 SF @ 325SF/space

Total Spaces Provided = 153

PHASE 2 - 4% Family

Units	BLD 1	2	3	4	5	6	7	8	9	Total
1 BR 800 SF	4	12	6	8	6	6	6	12	10	70
2 BR 1,000 SF	12	12	6	12	12	12	12	12	12	102
3 BR 1,200 SF	4		10		6	6	6			32
Total	20	24	22	20	24	24	24	24	22	204

Parking

70 1BR x 1.5 spaces = 105
102 2BR x 2.0 spaces = 204
32 3BR x 2.5 spaces = 80

Guest Parking (5% of units) = 20

Total Required Spaces = 409

Total Area Provided = 136,000 SF @ 325SF/space

Total Spaces Provided = 418

Total UNITS 348 units
Total Parking 571 spaces



0 Site Plan
A00 Scale: 1" : 200'



Overall Aerial



Phase 1 Main Building



Phase 2 Entry and
Clubhouse Building



CAPSTONE

REAL ESTATE SERVICES, INC.

"Our mission is to enhance our client's investments and create quality living and working environments."

PROFILE

Capstone Real Estate Services, Inc. is a full-service, third-party management firm presently managing approximately **40,000 multi-family units**. Founded in 1969, Capstone maintains 14 offices across 6 states and employs approximately 850 people in the field of property management, and our portfolio extends to over 75 cities. The size of our portfolio ranks us as one of the **15 largest** third-party management firms in the nation.

♦Austin ♦Abilene ♦Albuquerque ♦Amarillo ♦Beaumont ♦Brownsville ♦Corpus Christi ♦Dallas ♦El Paso ♦Miami ♦Houston ♦Laredo ♦San Antonio ♦Tulsa

Neither Capstone nor its principals owns, buys or sells investment real estate and we have no conflicts with our clients' interests in this regard. This distinguishes us from many competing firms and enables us to provide the personalized service each property deserves, without the distraction that ownership can cause. Consequently, we focus on the client's goals beginning with take-over. **Third-party real estate management** is the business on which we have built our reputation, and we are committed to providing the highest standards of service and integrity to our clients.

PROPERTY MANAGEMENT SERVICES

Pre-Acquisition Due Diligence Services

Interior Walk Through, Market Analysis, Operating Projections, Lease File Review, Exterior Observations

New Development Planning

Project Design Consulting, Marketing Consulting, Lease-up Specialists

Full Service Property Management

Traditional Multifamily Housing, Student Housing, Seniors Housing, Affordable Housing, Military Housing, Renovation Supervision, Manufactured Home Parks, High/Mid Rises

NEW CONSTRUCTION

Capstone's apartment new construction management experience is extensive. The firm's new development background includes project design consulting, pre-construction planning, décor consulting, promotion and full lease-up for **175+ properties totaling over 33,000 units in 60+ cities and 6 states since 1994**. Our objective is to reach full occupancy and maximize the bottom line in the shortest time possible in accordance with the owner's investment parameters. About **75% of our lease-ups have been completed in 9 months or less** and a full **51% have been completed in 6 months or less**. Our services encompass the following:

- ♦ Pre-development
- ♦ Construction stage
- ♦ Stabilized operations
- ♦ Pre-construction
- ♦ Lease-up

AFFORDABLE

Capstone has significant experience with affordable housing units. Currently, Capstone manages affordable communities totaling **over 23,000 units**. This includes the LIHTC Program, the RTC/AHDP Affordable Housing Program, Tax Exempt Bond, HOME, Section 8, Housing Trust Fund (HTF), Walker Program, Section 202 Elderly, Military Rent-Restricted, Public Housing, and more. To better serve its clients, Capstone has a Compliance Department to effectively monitor properties it manages with governmental reporting requirements. We understand the importance of being **"in compliance"** and the process that accompanies it. Capstone is currently **ranked by NAHMA as the nation's 9th largest affordable housing management company, as well as the 7th largest LIHTC manager in the country**.

PROFESSIONAL PERSONNEL DEVELOPMENT

The key to quality client service is motivated and well-trained personnel. The key to quality client service is motivated and well-trained personnel. Our **training department** conducts extensive monthly seminars to each of our regional offices covering:

- ◆ Leasing & Marketing
- ◆ Fair Housing
- ◆ Risk Management
- ◆ Social Media Marketing
- ◆ Internet Leasing
- ◆ Optimizing NOI
- ◆ Accounting Software
- ◆ Resident Retention
- ◆ Performance Evaluation

Our corporate-wide incentive program, “Accelerating Income Monthly” (AIM), rewards on-site staff for increasing the property’s economic occupancy. The program aligns on-site staff, Regional Manager and Owner objectives into one concise statement; increase property income and value.

ACCREDITATIONS

Accredited Management Organization (AMO®), Institute of Real Estate Management (IREM®)
Certified Property Manager (CPM®), Certified Public Accountant (CPA),
Accredited Resident Manager (ARM®), Certified Apartment Manager (CAM®), Certified Occupancy Specialist (COS®), Assisted Housing Professional (AHP), Tax Credit Specialist (TCS)
Housing Credit Certified Professional (HCCP®), National Compliance Professional (NCP)
Certified Professional of Occupancy (CPO), Continuing Certified Credit Compliance Professional (C4P)

LEVERAGED EXPENSE CONTROL

Capstone’s National Accounts has saved our clients millions of dollars by leveraging our portfolio with the industry’s most recognized vendors. We have negotiated highly competitive contracts and volume discounts for the recurring top expenses a community has, such as property insurance, utilities, flooring, maintenance supplies, paint supplies, office supplies, among many more. Our auditing program recaptures expenses such as utility bill overages, residents’ electricity, and through a thorough waste management review. Our clients enjoy the assurance that routine operating expenses are closely monitored and significantly discounted through Capstone’s National Accounts.

- ◆ Volume Purchasing Program
- ◆ Negotiated Service Contracts Software
- ◆ Master Insurance Program
- ◆ Utility Management
- ◆ Operating Revenue Enhancement Programs

EXECUTIVE OFFICERS

Grant Berkey, *Chief Executive Officer*
Matthew C. Lutz, *Executive Vice President*
Tina West, *Chief Operating Officer*

Mike Gettman, *Chief Financial Officer*
Marc Berkey, *Vice President*
Mike Boone, *Vice President*

Steve Roach, *Vice President*
Quintina Willis, *Vice President*

Debbie Wiatrek, *Vice President*
Maggie Lockwood, *Vice President*

Our experience works for you.

CONTACT INFORMATION

Matthew C. Lutz, Executive Vice President

matt.lutz@capstonemanagement.com

210 Barton Springs Road, Suite 300, Austin, Texas 78704

(512) 646-6700 (512) 646-6798 fax

www.capstonemanagement.com



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MANAGEMENT
ORGANIZATION



CERTIFIED
PROPERTY
MANAGER®



4/27/2020

Susan Watkins, AICP
Housing Coordinator
Planning Department
City of Georgetown
406 W. 8th Street
Georgetown, TX 78626

RE: Multi-Phase Development of Espero Landing and Asperanza Heights

Ms. Watkins,

I am writing this letter to voice my support for KCG Development's City of Georgetown HTC Application for the development of a family and senior multi-phase affordable housing development - Espero Landing (Family tenancy) and Asperanza Heights (Senior tenancy), to be located at 200 Carlson Cv, Georgetown, TX 78626 in Williamson County.

The Boys & Girls Club of Georgetown (BGCGT) is a tax exempt civic organization that serves the community in which the development site is located with a primary purpose of the overall betterment of the community. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need. BGCGT offers critical after school and out of school services for those who need us the most. Over 75% of our members are eligible for the free/reduced lunch program within their respective school district which is an indicator of financial hardship. 50% of our members also live within a single parent household.

It is not uncommon for me, as the Director of the Boys & Girls Club, to hear sad stories of families losing homes due to low family incomes and high housing costs whether that is monthly rent or mortgage payments.

With this in mind, I would be fully supportive of both the aforementioned developments. There is a huge need for affordable housing in our community for both families and seniors alike. The opportunity for families to live in close proximity to their more elderly relatives will provide stability and enhanced community engagement for all residents. If you would like further information on our services and how affordable housing would benefit our clientele, please feel free to contact me using the information below.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel".

Daniel Anstee – Area Director BGCTX
Cell: 512 762 2206



PAUL D. WORKMAN
STATE REPRESENTATIVE
District 47

February 27, 2017

Tim Irvine
Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941


Re: **Letter of Support for Bella Vista, 21101 Boggy Ford Road, Lago Vista, TX 78645
TDHCA Project 17204**

Dear Mr. Irvine:

This letter is to express my **support for the application made by Vista Bella for** the Low Income Housing Tax Credit Program. This proposed development is in House District 47.

Affordable housing in Travis County is a critical issue and this development will provide options to families of moderate income. The Vista Bella project will effectively increase the supply of affordable housing in western Travis County in the fast-growing area around Lago Vista. I ask you to take my support in consideration when reviewing this application.

Sincerely,



Paul D. Workman

Community Organization Support



Travis County Emergency Services District 1

*18300 Park Drive
P.O. Box 5278
Jonestown, Texas 78645*

Business Office: (512) 267-0080 Fire Administration (512) 267-3586 Fax: (512) 267-2105

March 1, 2017

To Whom It May Concern:

Please accept this letter as documentation of Emergency Services District #1 of Travis County's support for the development and construction of the Vista Bella Apartments, TDHCA # 17204, located at 21101 Boggy Ford Rd. Lago Vista, TX. 78645

We are a government entity and provide Fire and Emergency Medical Services for the Lago Vista and North Lake areas we take an active role in supporting the community in various ways including supporting the Fire Wise Program.

In that we are a governmental agency, we are exempt from Taxes.

Sincerely,

A handwritten signature in blue ink, appearing to read "Donnie Norman".

Donnie Norman
Fire Chief



ROBERT GALLEGOS
HOUSTON COUNCIL MEMBER
DISTRICT I

March 9, 2020

Housing and Community Development Department
601 Sawyer, Suite 400
Houston, TX 77007

Re: **Support for Planned Development of Hapori Heights (DR-17)**

Dear Director McCasland,

I am writing in support of an application submitted by KCG Development, for proposed Hapori Heights. The 140-unit senior housing development is to be located at 0 Almeda Genoa Road (HCAD# 1297850010005) in the Hobby community.

My district encompasses the area where the proposed development site is located, and I believe the surrounding community will benefit from the availability of affordable options. In addition, the site's location is ideal in that it offers immediate access a plethora of community amenities and resources – accessible on foot and via the multiple bus routes nearby. Proximity to Hobby International Airport is an added benefit for working seniors – as the airport is a catalyst for over 27,000+ workforce jobs in the area.

I am happy to support Hapori Heights development for DR-17 senior housing funding. If you have any questions, please call my office at 832-393-3011.

Respectfully,

Robert Gallegos
Houston Council Member
District I





ROBERT GALLEGOS
HOUSTON COUNCIL MEMBER
DISTRICT I

March 9, 2020

Housing and Community Development Department
601 Sawyer, Suite 400
Houston, TX 77007

Re: **Support for Planned Development of The Station at 9150 (DR-17)**

Dear Director McCasland,

I am writing in support of an application submitted by KCG Development, for proposed Station at 9150. The 180-unit multifamily housing development is to be located at 9150 Gulf Freeway in the Hobby community.

My district encompasses the area where the proposed development site is located, and I believe the surrounding community will benefit from the availability of affordable options. In addition, the site location offers immediate access to Hobby International Airport – the catalyst for the 27,000+ workforce (under \$42,000 per year) jobs in the immediate area, per the most recently available Federal data. Multiple bus stops nearby offer access to the City's Public Transit System, which is critical given that within the Houston Hobby submarket, 58.9% of workers are in manufacturing, retail, logistics and warehousing - making the site a prime area for workforce housing.

I am happy to support Station at 9150 development for DR-17 multifamily housing funding. If you have any questions, please call my office at 832-393-3011.

Respectfully,

Robert Gallegos
Houston Council Member
District I



NAPERVILLE EDUCATIONAL IMPACT MODEL - ESPERO LANDING

Unit Size	Grades K-6	Grades 7-9	Grades 10-12
1 Bed	0.003	0.001	0.001
2 Bed	0.128	0.042	0.046
3 Bed	0.357	0.123	0.118

ESPERO LANDING ESTIMATED IMPACT

Unit Size	# Units	Grades K-6	Grades 7-9	Grades 10-12	
1 Bed	71	0.213	0.071	0.071	
2 Bed	103	13.184	4.326	4.738	
3 Bed	32	11.424	3.936	3.776	
	TOTALS	25	8	9	42



HOUSING TAX CREDIT RESOLUTION OF SUPPORT REQUEST

Public Outreach

Requirement: 4% New Construction

The applicant must hold two public meetings, one at least three weeks before the City Council consideration. Outreach will consist of letters, signage and ads to residential neighborhoods within ½ mile of the site. An outreach plan must be approved by the Housing Coordinator.

Applicant: KCG Development for Espero Landing & Asperanza Heights

Public Outreach Plan:

- Two public meetings
 - Meetings at the below times:
 - Meeting #1 June 12th at 5PM CST
 - Meeting #2 July 10th at 5PM CST
- Letters
 - KCG will contact residents in the ½ radius of the site via Mail
- Signage
 - Sign posted at site with meeting times and applicant contact information
- Ads
 - KCG will engage the Saddlecreek HOA to have both meeting notices disseminated to residents via an Email Blast and via publication on the HOA Website

Espero Landing & Asperanza Heights

*Proposed Development at Saddlecreek
Additional information*



Impact on Georgetown ISD

- KCG utilized the “Naperville Model” to estimate the impact of new students that would enter GISD from other districts (42 new students).
- The Naperville Model is a widely accepted and utilized formula to estimate these numbers. This is the same formula/model other multi-family developers have used in Georgetown.
- This information was discussed with David Biesheuvel, Executive Director of Construction and Development for GISD → He confirmed that these proposed developments would not have an adverse impact on GISD since a new elementary school would be opening in Fall 2020. 25 of the 42 new students projected would be elementary age.

Partnership with Non-Profit Criteria

- Must be a Housing Finance Corporation (“HFC”), Housing Development Corporation (“HDC”), a Public Facility Corporation (“PFC”) or a Governmental Housing Authority (“HA”)
- The HFC is typically the issuer of the bonds (part of financing for LIHTC developments)
- Structure & Role of Nonprofit
 - Nonprofit is the General Partner of the Owner entity/Partnership
 - Nonprofit owns the fee simple interest in the land, while the Partnership owns all the land improvements
 - The Partnership enters into a Ground Lease with the Nonprofit
 - The Nonprofit has a perpetual interest/ability to purchase the property
 - The Nonprofit has the Right of First Refusal (i.e. first opportunity to purchase the property) after the LIHTC 15 Year Compliance Period ends
- Operational/Development Involvement of Nonprofit
 - If Nonprofit is an HFC/PFC – involved primarily in the financial underwriting and predevelopment/design review process, operations handled primarily by KCG
 - If Nonprofit is a Housing Authority – situationally dependent, with some being involved on the financial review, underwriting and design/predevelopment approvals and others actively taking part in the operation and management of the property
- Texas state statute § 394.905 applies for HFC/PFC with regards to tax exemptions
- Texas state statute § 392.005 applies for HA with regards to tax exemptions

Timeline in Non Profit selection

- Local Municipality approvals as required
- Start formal Site Development Plans and Building Plans
- Initiate all 3rd party reports for site diligence (Market Study, Environmental, Feasibility, etc.)
- Bond Reservation confirmed – dependent on availability of bond funds (known as ‘bond volume’)
 - This depends on the TX Bond Review Board (“TXBRB”) calendar
 - Potentially on or around August 15th, 2020 if bond volume is available
 - Or, TXBRB lottery applications in October 2020 for January 2021 bond reservation depending on winning lottery draw
 - Or, regional collapse of all MF funds by TXBRB March 2021
- ***Confirm Non-Profit selection and participation***
 - ***Typically any partnerships are not established and finalized until Bond Reservation has been awarded***
- Prepare/submit LIHTC application to TDHCA
- Finalize debt and equity financial providers
- ***Initiate Partnership legal formation and documents***
- Site Development Permits and Building Permits
- Closing on all financing
- Start Construction

Georgetown LIHTC properties with Non-Profits and property tax exemptions

- Property tax exemptions are not uncommon for workforce housing LIHTC properties. Of the 14 LIHTC properties in Georgetown, eight (8) have non-profit entities within their organization structure and are property tax exempt
- Stonehaven apartments (158 units) is owned by the Georgetown HA and is also property tax exempt but is not layered with LIHTC

Name	Address	Total Units	Population	WCAD ID	Non-Profit
San Gabriel Senior Village	2101 Railroad	100	Elderly/Senior	R477464	Crossroads HDC
Mariposa at River Bend	121 River Bend	201	Elderly/Senior	R469952	Capitol Area HFC
Cypress Creek at River Bend	120 River Bend	180	General	R469953	Capitol Area HFC
Shady Oaks	501 E. Janis Drive	60	General	R088952	Georgetown HA
The Gateway Northwest	1617 Northwest Blvd.	177	General	R524244	THF HDC
Merritt Heritage	4700 Williams Drive	244	Elderly/Senior	R562487	Crossroads HDC
Oaks at Georgetown	550 W. 22 nd Street	192	General	R044795	Crossroads HDC
Georgetown Place	805 Quail Valley	176	General	R404235	Unknown

Need for property tax exemption

- High cost of land is otherwise prohibitive of Workforce Housing developments
- Rising costs for construction in both labor and materials
- Uncertainty in financial markets due to COVID-19 have resulted in higher interest rates
- Tax credit developments for Workforce Housing generate less income than comparable conventional/market rate apartments
- In exchange for providing much needed workforce housing in Georgetown, we would need the full (100%) property tax exemption of all taxable entities to be financially feasible
- This is similar structure to many other LIHTC properties in Georgetown

The background is a detailed architectural floor plan of a house, showing rooms like the Kitchen, Living Room, and Bedroom. A large, dark blue 'KCCG' logo is centered over the plan. A silver compass and a white pencil are positioned at the top of the image, resting on the drawing.

KCCG

COMPANIES

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

SUBJECT:

Consideration and possible action to approve a Resolution of **no objection** and **two times the state average per capita acknowledgement** for **KCG Development, LLC**, to apply for **Housing Tax Credits** for the construction of **144 affordable and market rate units for seniors** to be known as **Asperanza Heights** located at **Sam Houston Ave. and Bell Gin Rd.** -- Susan Watkins, AICP, Housing Coordinator

ITEM SUMMARY:

Background

In 2016, City Council adopted a Housing Tax Credit (HTC) resolution request review process, which includes both the 4% and 9% LIHTC application types. KCG Development, a Multi-family (MF) developer, is seeking 4% HTC's for the construction of 206 units of affordable housing for families to be known as Espero Landing, and 123 affordable and 21 market rate units for seniors to be known as Asperanza Heights. The Texas Department of Housing & Community Affairs requires the City Council to approve two resolutions for each development for the developer to submit an application for 4% Housing Tax Credits. The resolutions are attached as **Exhibit 1 - Resolution of No Objection and Two Times Acknowledgment**.

City of Georgetown Resolution Request Process

As part of the 2016 Work Plan, the Housing Advisory Board updated the City of Georgetown Housing Tax Credit (HTC) resolution request process. On September 27, 2016, City Council approved a HTC process that requires applicants requesting a resolution to conduct public outreach to the surrounding neighborhoods, meet specific deadlines and provide a letter of intent with detailed information about the project.

Resolution Request

Ina Spokas and CJ Linter of KCG Development, a Multi-family (MF) developer, are seeking 4% HTC's for the construction of 123 affordable and 21 market rate units for seniors to be known as Asperanza Heights for a portion of the Saddlecreek development located at the northwest corner of Sam Houston and Bell Gin Road. The property is zoned Planned Unit Development with an allowed multi-family use. KCG Development is proposing a tax exemption through partnership with a Housing Finance Corporation, meaning the parcel will not generate real estate taxes for the City.

The developer submitted an application requesting Resolutions of "No Objection" and the Two Times Acknowledgement resolutions to the Housing Coordinator on May 4, 2020. The application submitted is attached as **Exhibit 2 - KCG Application for HTC Resolutions**. The application submission was complete as outlined in the table below.

Application Requirements	Received
Application Form	X
Zoning verification	X
Public Outreach Plan	X
Draft Resolutions (Two-times and Support)	X
Letter of Intent with Detailed Information	X

The developer presented the project at the June 15, 2020 Housing Advisory Board meeting.

The approved Public Outreach Plan (attached as **Exhibit 3**) includes:

- Two public meetings
 - o Virtual meetings at the below times:
 - Meeting #1 June 12th at 5PM CST
 - Meeting #2 July 10th at 5PM CST
- Letters

- o KCG contacted residents in the ½ radius of the site via mail
- Signage
 - o Sign posted at site with meeting times and applicant contact information
- Ads
 - o KCG engaged the SaddleCreek HOA to have both meeting notices disseminated to residents via an Email Blast and via publication on the HOA Website

Public Meeting #1

The developer held the first required public meeting virtually on Friday, June 12th at 5:00 PM. Approximately 80 participants joined the meeting. The developer presented information about the project and answered questions regarding the developments.

Public Meeting #2

The developer will hold the second required public meeting virtually on Friday, July 10th at 5:00 PM. The developer will present information about the project and answer questions regarding the developments.

Housing Advisory Board meeting June 15, 2020

The application for the HTC resolution request was reviewed by the Housing Advisory Board on June 15, 2020 at a meeting held at the Georgetown Public Library. Two board members participated via phone (1 member only for part of the meeting), and 5 board members were in person at the meeting. The Board members made separate motions for each resolution type. The outcome of the Board meeting was:

1. Recommendation to approve the resolutions acknowledging Georgetown has two times the state average per capita number of housing tax credit units.
2. Recommendation to not approve resolutions of no objection.

The board members stated they did not have enough information on the proposed tax exemption or a proposed non-profit partnership for the development.

Fourteen members of the public were present and four signed up to speak. Resident statements included:

- Residential developer communicated property would never be developed
- Tax exemption is not appropriate if homeowners are required to pay
- Concern of proximity to affordable housing

KCG Development has provided additional information in response to questions the Housing Advisory Board asked at their June 15, 2020 meeting (see **Exhibit 4 – KCG Development Additional Information**).

2030 Comprehensive Plan

The 2030 Comprehensive Plan Update adopted on March 10, 2020, includes policies in the Housing Element to support the goal to “Ensure access to diverse housing options and preserve existing neighborhoods, for residents of all ages, backgrounds and income levels.” Policy H.5 of the Housing Element is:

- H.5. Support and increase rental choices for low-income and workforce households, unless the housing is substandard.
 - o Increase rental choices for workforce households through support of LIHTC development and providing incentives in development regulations, agreements and negotiated standards.

The applicant’s request is consistent with the housing policies by increasing rental choices for low income and workforce households.

Additionally, the housing diversity section of the Housing Element recommends promoting additional housing types to accommodate a range of ages, incomes, and lifestyles to address the challenge of limited available housing choices in Georgetown.

The 2030 Plan Implementation chapter outlines three implementation strategies for achieving the goals of the plan: regulatory framework, decision framework and plans, programs and partnerships. The chapter lists actions for each policy. A decision framework action for Policy H.5. is:

- H.5.b. Support the Low-Income Housing Tax Credit (LIHTC) developments that meet the City’s defined process.

Recommending the applicant’s request for resolutions if found to meet the City’s define process supports the 2030 Plan’s

implementation strategy and action step for the housing policy that addresses rental choices for low-income and workforce households.

Low-Income Housing Tax Credit Program

The Low-Income Housing Tax Credit (LIHTC) program, created in 1986, is a federal housing development program and is the largest source of new affordable housing in the United States. The LIHTC subsidizes the acquisition, construction, and rehabilitation of affordable rental housing for low- and moderate-income tenants. The Texas Department of Housing and Community Affairs (TDHCA) allocates housing tax credits under a 4% and 9% program, each with different funding sources and application requirements. Rules for the programs are outlined annually in the Qualified Application Plan (QAP). The state approves the QAP each fall and awards for the 9% program are generally allocated the following July. Awards for the 4% program considered on a rolling basis.

4% HTC program (non-competitive)

The 4% HTC is a non-competitive program that uses tax-exempt bonds as a component of project financing. Applications for the 4% HTC program require a "Resolution of No Objection" from the city and/or county where the project is located. Applications for the 4% HTC program can be submitted to TDHCA throughout the year.

Twice the State Average Per Capita

In order to submit an application for Housing Tax Credits, the developer is also required by the State to obtain a resolution from Georgetown acknowledging that the city has more than two times the state average per capita amount of Housing Tax Credit units. In Texas, there is an average of 0.0097 tax credit units for each state resident. In Georgetown, we have 0.027 units per person, 2.82 times the average amount of statewide units of tax credit. The table below compares the surrounding counties and cities. No county in Texas has more than twice the state per capita number of units. Each year the State releases a **Site Demographic Characteristics Report** that lists each place (city), their population and number of housing tax credit units, and whether the place has 2x Per Capita. The numbers represented below are from the State of Texas 2020 Qualified Application Process and are the numbers used by the State and City to evaluate the ratio of population to number of housing units. The Site Demographic Characteristics Report 2020 uses the American Community Survey 2013-2017 5-year population estimates. The number of units are from TDHCA's inventory of tax credit developments (as of November 7, 2019 TDHCA Board meeting).

2017						2020				
Place Name	Place population	All Place Units	All Unit Per Cap PI	All Units Place/TX Per Cap	Place > 2x Per Capita	Place population	All Place Units	All Unit Per Cap PI	All Units Place/TX Per Cap	Place > 2x Per Capita
Hutto	18,839	50	0.00265	0.28466	No	22,644	50	0.00221	0.22717	No
Round Rock	106,972	736	0.00688	0.73794	No	116,369	1277	0.01097	1.12896	No
Kyle	30,664	376	0.01226	1.31514	No	36,929	700	0.01896	1.95009	No
Leander	30,040	370	0.01232	1.32104	No	40,338	538	0.01334	1.37212	No
Cedar Park	58,088	868	0.01494	1.60268	No	70,010	868	0.01240	1.27551	No
Austin	864,218	16,237	0.01879	2.01510	Yes	916,906	20,604	0.02247	2.31181	Yes
Pflugerville	52,138	1022	0.01960	2.10238	Yes	58,013	1022	0.01762	1.81239	No
Georgetown	53,007	1539	0.02903	3.11401	Yes	63,062	1731	0.02745	2.82393	Yes
Salado	1,681	50	0.02974	3.19019	Yes	2,469	50	0.02025	2.08341	Yes
Liberty Hill	1,416	211	0.14901	15.9820	Yes	1,012	211	0.20849	21.4499	Yes

2017						2020				
County name	County population	All County Units	All Units Per Capita Cnty	Cnty Units Per Cap/ TX Units Per Cap	Cnty > 2x Per Capita	County population	All County Units	All Units Per Capita Cnty	Cnty Units Per Cap/ TX Units Per Cap	Cnty > 2x Per Capita

Bell	321,591	1786	0.00555	0.59565	No	336,506	2,037	0.00605	0.62276	No
Milam	24,388	180	0.00738	0.79161	No	24,479	180	0.00735	0.75649	No
Williamson	457,218	4449	0.00973	1.04365	No	508,313	5,350	0.01052	1.08279	No
Burnet	43,911	488	0.01111	1.19196	No	45,017	488	0.01084	1.11523	No
Travis	1,092,810	16929	0.01549	1.66150	No	1,176,584	21,468	0.01824	1.87712	No

Findings

Staff finds the application to be complete and further the goals of the 2030 Comprehensive Plan.

FINANCIAL IMPACT:

The developer is seeking a tax exemption for this development.

SUBMITTED BY:

Susan Watkins, AICP, Housing Coordinator

ATTACHMENTS:

Presentation

Exhibit 1 - Resolution

Exhibit 2 - KCG Application for HTC Resolutions

Exhibit 3 - Approved Public Outreach Plan

Exhibit 4 - Additional information from KCG Development

Housing Tax Credit Resolution Request

July 14, 2020

Purpose

- Answer council questions from workshop
- Applicant presentation
- Consideration and possible action of a Housing Tax Credit resolution request

HTC Resolution Request Application

Application Requirements	Received
Application Form	X
Zoning verification	X
Public Outreach Plan	X
Draft Resolutions (Two-times and Support)	X
Letter of Intent with Detailed Information	X

HTC Resolution Request Process Overview

Application Submitted (6 weeks prior to HAB meeting) - May 4, 2020



HAB Review and recommendation – June 15, 2020



Neighborhood meetings (2 with one three weeks prior to Council action)



City Council review and approval – June 23 and July 14, 2020



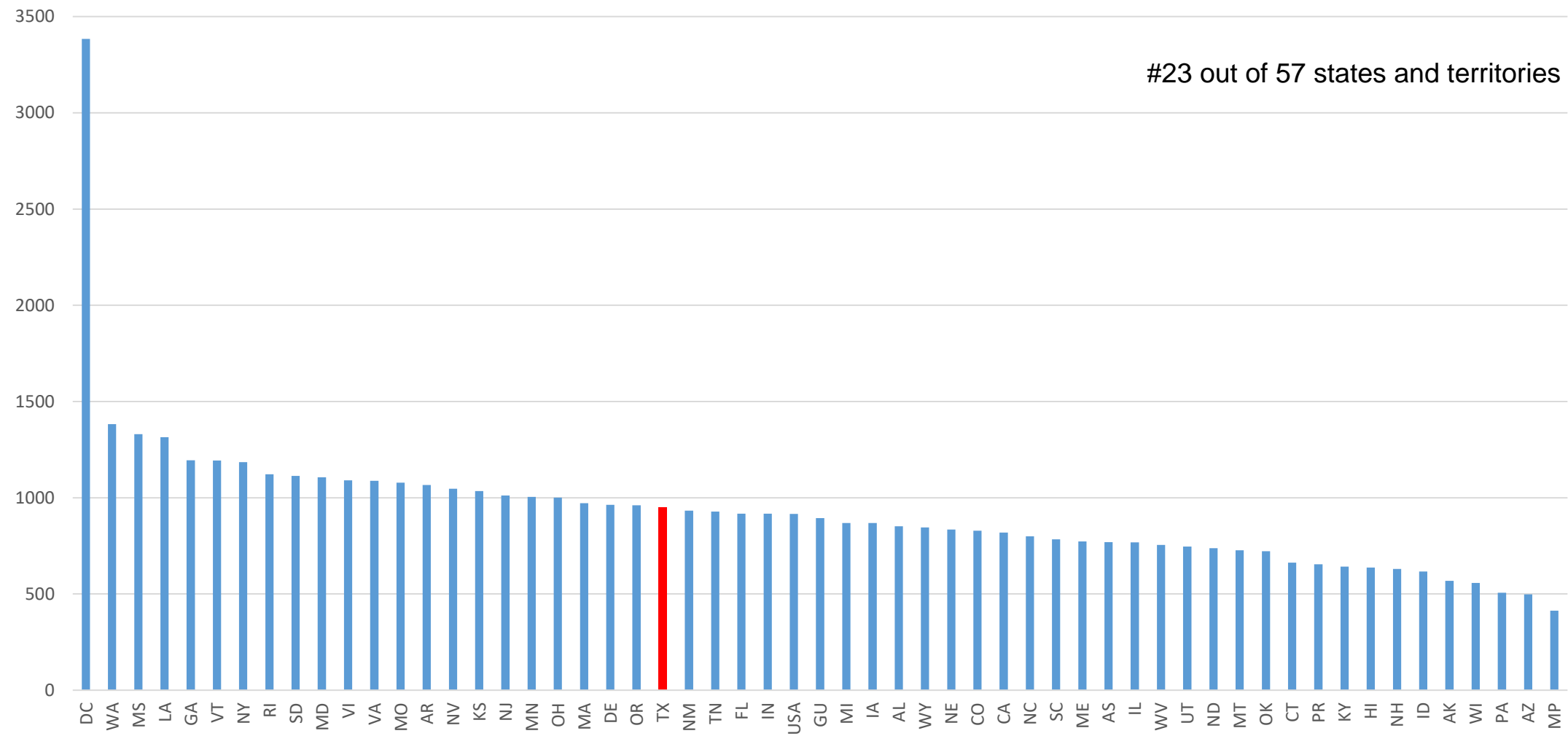
Resolution of Support or No Objection for inclusion in application

Public Meeting #2

- Friday, July 10, 2020
- Virtual meeting via Zoom

Texas Rank in LIHTC provision

LIHTC income-restricted units per 100k residents



Residential properties in City Limits with Local Option Freeze

		% of Total Assessed
Over 65 Freeze Assessed Value	2,941,956,209	33%
DP Freeze Assessed Value	85,448,648	1%
Frozen AV Total	3,027,404,857	34%
Total Assessed	8,797,580,558	

Possible Action

Motion Options

- 1) Approve resolutions of no objection and two times acknowledgment
- 2) Deny resolutions of no objection and two times acknowledgment

Consideration

- Governor Granted Waivers on Certain Resolutions for Housing Tax Credit Applications with disaster declaration

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GEORGETOWN, TEXAS REGARDING AN APPLICATION FOR
HOUSING TAX CREDITS BY KCG DEVELOPMENT, LLC, A FLORIDA
LIMITED LIABILITY COMPANY, FOR THE DEVELOPMENT NAMED
ASPERANZA HEIGHTS, TO THE TEXAS DEPARTMENT OF HOUSING
AND COMMUNITY AFFAIRS TO DEVELOP AFFORDABLE RENTAL
HOUSING FOR SENIORS; PROVIDING A SEVERABILITY CLAUSE;
AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, KCG Development, LLC, (“Applicant”) has proposed a development for 144 units of affordable and market rate rental housing for seniors at the intersection of Sam Houston Avenue and Bell Gin Road named Asperanza Heights in the city of Georgetown, Williamson County, Texas (the “Development”); and

WHEREAS, Applicant has advised that it intends to apply to the Texas Department of Housing and Community Affairs for either 2020 or 2021 housing tax credits for the Development (the “Application”); and

WHEREAS, Texas Government Code §2306.67071 requires Applicant to first obtain a resolution from the City of Georgetown (the “City”) certifying that the City has no objection to the Application; and

WHEREAS, Texas Government Code §2306.6703 also requires Applicant to obtain prior approval of the Development from the City if the city of Georgetown has more than twice the state average of units per capita supported by housing tax credits or private activity bonds; and

WHEREAS, the city of Georgetown has more than twice the state average of units per capita supported by housing tax credits or private activity bonds.

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

SECTION ONE. The above and foregoing recitals to this Resolution are found to be true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION TWO. In accordance with the requirements of Texas Government Code §2306.67071 and Texas Administrative Code §10.204(4), it is hereby found that:

1. Notice has been provided to the City in accordance with Texas Government Code §2306.67071(a); and

2. The City has had sufficient opportunity to obtain a response from Applicant regarding any questions or concerns about the Development; and
3. The City has held a hearing at which public comment could be made on the Application in accordance with Texas Government Code §2306.67071(b); and
4. After due consideration of the information provided by Applicant and public comment, the City does not object to the Application.

SECTION THREE. As provided for in §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the city of Georgetown in Williamson County, Texas has more than twice the state average of units per capita supported by housing tax credits or private activity bonds.

SECTION FOUR. The City hereby supports the proposed Development and confirms that the City has voted specifically to approve the Development, subject to applicable planning and permitting requirements, and to authorize an allocation of housing tax credits for the Development pursuant to Texas Government Code 2306.6703(a)(4).

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

SECTION SIX. This Resolution shall be effective July 14, 2020.

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

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

ATTEST:

CITY OF GEORGETOWN, TEXAS

Robyn Densmore, City Secretary

Dale Ross, Mayor

APPROVED AS TO FORM:

Skye Masson, City Attorney



Susan Watkins, AICP
Housing Coordinator
Planning Department
City of Georgetown
406 W. 8th Street
Georgetown, TX 78626

LETTER OF INTENT: DEVELOPMENT OF ESPERO LANDING AND ASPERANZA HEIGHTS IN GEORGETOWN, TEXAS – REQUEST FOR HOUSING ADVISORY BOARD REVIEW & CITY COUNCIL RESOLUTIONS

Dear Ms. Watkins:

KCG Development, LLC (“KCG”) is proud to bring to the Housing Advisory Board a multi-phase development proposal for the Georgetown Community - Espero Landing, 206 units of affordable housing for families, and Asperanza Heights, 144 affordable and market rate units for seniors. The two communities are to be developed simultaneously on 16 acres that is part of the larger Saddlecreek PUD and will be the first multifamily portion of this rapidly growing neighborhood. This opportunity aligns with the recently updated Georgetown Comprehensive Plan, provides a unique opportunity for trans-generational living and closes the gap between the supply and demand for affordable housing in the community – which is more pressing now than ever in light of the long term economic impact COVID-19 has and will continue to have in the future.

Both of the proposed communities are well-aligned with the City’s Comprehensive Plan goals – which clearly identifies a need for more diverse, accessible and affordable housing. Asperanza Heights will provide mixed income senior housing, with affordable and market rate options, to close the gap between supply and demand that exists in the community. Espero Landing will increase accessibility and affordability of housing by providing housing to a wide range of income bands utilizing Income Averaging. This will provide affordable options for Georgetown community members who earn between 30 to 80% of Area Median Income (“AMI”). Those between 60-80% of AMI are often without housing that meets their budget as they exceed the standard limit of 60% of AMI that most affordable communities are limited to – leaving a gap in the supply of true “workforce housing”. Given that the Comprehensive Plan found that 51% of Georgetown renters pay over 30% of their income towards housing and 21% pay over 50% of income for housing – it’s clear that housing opportunities at a variety of income levels are needed for sustainable growth of the local community.

The opportunity for trans-generational multifamily development, pairing a family and senior housing on the same site, will yield tremendous community benefits. Families in Espero Landing and residents of the single family community of Saddlecreek can live side by side with their older relatives – preserving the independence of Asperanza Heights’ senior residents while keeping families connected and engaged with one another. Synergies with resident supportive services

KCG Development

9333 North Meridian Street, Suite 230 | Indianapolis, Indiana | 46260 | (317) 708-0943
www.kcgcompanies.com

and enhanced community engagement will also occur, preventing senior residents from becoming disconnected from the larger community and allowing them to “age-in-place”.

The clear need for more diverse housing and the benefits it will yield for the Georgetown community are both exponentially increased in light of the present and long term economic impacts of the COVID-19 pandemic. This pandemic has made the extent to which communities rely on “essential workers” – who by and large would qualify for affordable housing – inarguably clear, reigniting the discussion around how community growth and economic policy should adapt to meet the needs of these vital individuals. From grocery clerks to delivery drivers, EMTs and even Georgetown Public Service Employees – these essential members of the community bring critical value that has been long overlooked. Espero Landing and Asperanza Heights will ensure that those who we rely on every day, and these days more than ever, have housing opportunities that do not leave them cost burdened and unable to live within their means. Equal housing opportunities for all is the definition of a “hand up, not a handout”, providing direct and immediate benefits not only to residents but to the Georgetown community as a whole.

Please accept this letter on behalf of KCG as a formal request for review by the Housing Advisory Board and to be reviewed for approval and issuance of a Resolution of No Objection by Georgetown City Council at the next meeting agenda for the development of Espero Landing and Asperanza Heights. KCG is currently under contract to purchase 16.2 acres located at 200 Carlson Cove – part of the larger Saddlecreek PUD. It will be financed via non-competitive (4%) housing tax credits (“HTC’s”) administered by the Texas Department of Housing and Community Affairs (“TDHCA”) and tax-exempt bonds issued by Capital Area Housing Finance Corporation (“CAHFC”), along with conventional debt.

A resolution of No Objection is being requested in accordance with Texas Government Code, §2306.67071, which calls for applications for developments financed through the private activity bond program to provide such resolutions. Each development will require a separate resolution. Our request for the city resolution will also need to include Authorization for the Allocation of Housing Tax Credits in municipalities with more than twice the state average of units per capita. This is being requested in accordance with Texas Government Code, §2306.6703(a)(4). Sample resolutions for both are attached.

Sincerely,



Ina Spokas
Vice President of Development

5/4/2020

Site Plan & Common Amenities:

Attached to this request is a preliminary site plan encompassing both Espero Landing and Asperanza Heights and renderings for each. Until public outreach can be completed, KCG has limited the illustration of design finishes in the site plan due to a desire to incorporate feedback from community leaders and citizens of the surrounding area. Final determinations regarding common amenities have not been made, however the below are what is anticipated at each property at this time. If any changes are made, the final selections will meet or exceed the requirements of both TDHCA and Georgetown's UDC requirements.

Espero Landing Common Amenities:

- Leasing & Service Office
- Secured Entry
- Furnished Private Fitness Center
- Children's Playscape
- Ping Pong Table, Shuffleboard or Pool Table
- Swimming Pool
- Full Perimeter Fencing
- Enclosed Community Sun Porch
- Dog Park
- Lighted Pathways Along Accessible Routes
- Gazebo with Sitting Area
- BBQ Grills & Picnic Tables
- Business Center with Workstations, Printer and Internet Access
- Furnished Community Room
- Library
- Community Kitchen/Dining Room
- High Speed Wifi in Clubhouse

Asperanza Heights Common Amenities:

- Leasing & Service Office
- Secured Entry
- Furnished Private Fitness Center
- Swimming Pool
- Full Perimeter Fencing
- Enclosed Community Sun Porch
- Dog Park
- Lighted Pathways Along Accessible Routes
- Gazebo with Sitting Area
- Activity Room with Supplies – Arts & Crafts, Board Games, etc
- BBQ Grills & Picnic Tables
- Furnished Community Room
- Community Kitchen/Dining Room
- High Speed Wifi in Clubhouse

Unit Amenities and Green Features:

The final array of unit amenities and energy-saving features at the development are also being finalized, but the current proposal for both Espero Landing and Asperanza Heights includes those typically available at KCG properties. These include: covered entries, storage rooms, covered patios or balconies, nine-foot

ceilings, washer/dryer connections, full appliance packages with self-cleaning ovens, Energy –Star dishwashers and refrigerators, and sink disposals. In addition, units will feature Energy-Star lighting and ceiling fans, Energy Star rated low-e thermal windows, high efficiency/water conserving plumbing fixtures for toilet, showerheads, and faucets, and at least 14 SEER HVAC systems. Performance standards are the Texas Health and Safety Code, Chapter 372 and the EPA's WaterSense Label. Additional green building features proposed are native trees and plants that reduce irrigation requirements and a sprinkler system with rain sensors. A water well is planned for the irrigation system to reduce the overall consumption of non-potable water.

Accessibility:

The development will provide all necessary accessibility features via compliance with all applicable federal, state, and local requirements regarding accessibility, including but not limited to fair housing laws, including Chapter 301, Property Code, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), the Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 et seq.); the Civil Rights Act of 1964 (42 U.S.C. §§2000a et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.); the Rehabilitation Act of 1973 (29 U.S.C. §§701 et seq.); Fair Housing Accessibility; and the Texas Fair Housing Act. The development will be designed to be consistent with the Fair Housing Act Design Manual produced by HUD, and the Texas Accessibility Standards. The development will also meet 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" Federal Register 79 FR 29671. In general this requires that 5% of the units (11 will meet Uniform Accessibility Standards ("UFAS") and 2% of the units will be accessible to the hearing and visually impaired – this translates to the below for each community:

- Espero Landing (Family)
 - 11 (5%) Units designed to Uniform Accessibility Standards
 - 5 (2%) Units designed to Hearing/Visual Standards
- Asperanza Heights (Senior)
 - 8 (5%) Units designed to Uniform Accessibility Standards
 - 3 (2%) Units designed to Hearing/Visual Standards

Unit Mix, Rent Limits & Affordability Period:

Below outlines the Unit Mix & Projected Rent Levels for each community. The TDHCA Maximum Rent and Income Limits for each community are attached to this submittal. Please note that the TDHCA Rent Limits attached do not account for Utility Allowances, which further reduces the "maximum rent" that can be charged to provide for the cost of utilities to the tenants.

Espero Landing (Family) Unit Mix & Projected Rent Levels

Bedrooms	Bathrooms	Area (sf)	% of Total	Total
1	1	800	35%	71
2	2	1000	50%	103
3	2	1200	15%	32
Total			100%	206

				Projected
Bedrooms	Unit Type	Set-aside	Units	Rent
1	LIHTC	30%	12	501
1	LIHTC	50%	22	867
1	LIHTC	60%	26	979
1	LIHTC	80%	11	1,372
2	LIHTC	30%	6	594
2	LIHTC	50%	16	1,033
2	LIHTC	60%	58	1,168
2	LIHTC	80%	23	1,639
3	LIHTC	30%	6	680
3	LIHTC	50%	12	1,188
3	LIHTC	60%	2	1,320
3	LIHTC	80%	12	1,887

- KCG is targeting a wide range of income bands in an effort to provide for underserved families and individuals in the Georgetown community as the vast majority of the City's affordable housing inventory is set to 60% of Area Median Income. This will be extremely beneficial for citizens earning between 60% and 80% of Area Median Income as often are forced to pay market rate rents due to extremely limited affordable options for those over the 60% level. The same goes for renters making 30% or less of Area Median Income, who often end up paying 60% rent levels despite earning significantly less.

Asperanza Heights (Senior) Unit Mix & Projected Rent Levels

Bedrooms	Bathrooms	Area (sf)	% of Total	Total
1	1	800	35%	50
2	2	1000	65%	94
Total			100%	144

Bedrooms	Unit Type	Set-aside	Units	Projected Rent
1	LIHTC	60%	40	979
1	Market	N/A	10	1,250
2	LIHTC	60%	83	1,168
2	Market	N/A	11	1,600

Impact on Georgetown ISD Schools – Espero Landing Only:

According to the Naperville model, a matrix that is widely used to predict the number of school age children that will live in a multifamily development, the family tenancy of Espero Landing will result in approximately 42 school-age children living in the apartment community. The analysis supporting this calculation is attached. KCG has reached out to Georgetown ISD to make them aware of the development plans so that they can plan accordingly and accommodate any additional students for the district as a result of this new development. The site has proximity to both Jim Mitchell Elementary and George Wagner Middle School. KCG has reached out to GISD to begin conversations of Espero Landing's potential impact on the school system.

Zoning:

The site is part of the Saddlecreek PUD. This particular tract has the allowed use of MF-2 (multifamily) up to 350 units for the 16.2 acre parcel (21.6 units/acre). The PUD Ordinance (#2015-58) is attached, as well as the application for a zoning verification letter and its supporting documents.

Financing:

Total costs as currently projected are at nearly \$70MM for both communities – roughly \$41.5MM for Espero Landing and \$28.3MM for Asperanza Heights. Capitol Area Housing Finance Corporation (“CAHFC”) will act as the issuer of tax-exempt bonds in the amount of approximately \$50MM – with both developments financed via the same bond issuance. The bonds are anticipated to be privately placed and remain outstanding for 40 years. Construction and permanent financing will be provided through a Freddie TEL Tax Exempt Bond structure.

In addition, between the two communities approximately \$16MM in equity (\$10MM for Espero Landing and \$6MM for Asperanza Heights) will be provided via syndication of the housing tax credits. Remaining costs will be covered by rental income and deferment of developer fees. The property is currently vacant land so no known capital improvements are required at this time and it is not under contract with any other funding programs.

Affordability Period:

Per TDCHA regulation both properties will remain affordable for a minimum of 30 years.

Tax Exemption:

Through partnership with a Housing Finance Corporation, a tax exemption is proposed and required for financial viability of the developments. As noted in the City's Comprehensive Plan, “Building low income housing in a community like Georgetown can be difficult, especially because central, well-connected housing tends to represent high value land.” This is the situation KCG faces with the site, where cost to acquire the land makes the development financially infeasible without a tax abatement. This means the parcel will not generate real estate taxes for the City, however it also means KCG is not requesting any fee waivers or for any sort of financial assistance from the City. It also ensures that residents, most of whom will relocate from within the City where they are paying rental rates that leave them cash strapped and living “month to month”, will now have excess disposable income to put back into their community.

Other Financial Impact on City of Georgetown:

KCG expects the majority of residents to relocate from within the City, many of whom currently are paying market rate levels for housing. By relocating to homes within their budget, the City will benefit from residents with excess free cash – translating to added sales tax income and decreased burden on City provided social programs and services as affordable housing provides a “hand up, not a handout” to residents.

Utility Consumption:

KCG has engaged a Civil Engineer to assist in the site planning and design process, in coordination with our in-house architecture design team. An assessment based on the projected unit mix indicates that the two communities will require approximately 174 LUEs for water and wastewater. Due to location, the site will be served by Jonah Water and City of Georgetown Wastewater.

Off-Site Capital Improvements:

The only known improvements required at this time will be to extend Water and Wastewater lines to the site.

Additional Letter Requests from City of Georgetown for TDHCA: Only a Utility Availability Letter will be required from the City Utility Systems regarding the site location being within the service area for wastewater.

TDHCA Scoring Criteria:

This development will be financed with non-competitive (4%) housing tax credits, and therefore the application is not “scored” in the same manner as the competitive (9%) applications. However, the application does need to meet several threshold criteria in order to be eligible for funding. Those criteria relate to the suitability of the site and the surrounding neighborhood, the amenities and services provided at the community, the experience of the developer/owner, and the financial feasibility of the project. KCG is confident that both communities will meet all the necessary requirements to receive an award of 4% credits.

Letters of Support:

Attached are Letters of Support (“LOS”) from selected past KCG developments across Texas as well as letters for Espero Landing and Asperanza Heights, as outlined below:

- Espero Landing & Asperanza Heights – Georgetown
 - LOS from the Georgetown Boys & Girls Club
- Vista Bella – Lago Vista
 - LOS from State Representative Paul D. Workman
- The Station at 9150 – Houston
 - LOS from City Councilman Robert Gallegos
- Hapori Heights – Houston
 - LOS from City Councilman Robert Gallegos

Public Outreach Plan:

As mentioned previously, the land is within the Saddlecreek PUD, which has an HOA in place for the single family developments that comprise the land adjacent to the proposed multifamily developments. KCG has already begun preliminary discussions with the Saddlecreek HOA but will wait for approval of the Public Outreach Plan to begin formal discussions, particularly in light of the current COVID-19 situation. Discussions with City Planning have indicated that virtual Public Outreach is the most prudent method – an approach KCG has experienced great success with on other developments both prior to and during COVID-19. An outline of the KCG protocol for virtual public meetings is attached for the review and approval of the Housing Advisory Board. As the COVID-19 situation develops and once the plan is approved, the meeting dates will be set in coordination with the Saddlecreek HOA and City staff and will be advertised as appropriate - directly to the HOA, local newspaper, and/or postings at local libraries, schools, or other public venues.

Overview of KCG Development & Similar Projects:

KCG Development was formed in 2015 with a single purpose: to build vibrant communities that offer all residents an enhanced quality of life and a proud place to call home. Founded on the guiding principle that positive social impact and profitable development are not mutually exclusive, we strive to advance and redefine standards for superior-quality sustainable communities.

Our unique approach combines a clearly defined vision with an unwavering commitment to deliver on our promises. Through the development and operation of each community, we focus on maximizing the environmental, social, and financial returns for our residents and partners. Our team is comprised of motivated, seasoned real estate professionals with expertise in economic development, multifamily design, construction, and finance. Collectively throughout our careers, we have developed, financed and built more than \$2 billion of multifamily rental housing. We rely on our combined expertise and experience to create unique delivery solutions for each project. Rather than take a “one-size-fits-all” approach to development, we engage and collaborate with community stakeholders to build sustainable, active communities.

The KCG team has successfully planned, developed, rehabilitated, built and / or managed many different types of communities including mixed-use, mixed-income, transit-oriented, green building, historic rehabilitations, military housing, senior, and both market-rate and work-force housing. KCG’s strong track record is a testament to our integrity, responsiveness, transparency and collaboration. To date, KCG has developed nearly 1200 units nationwide with several hundred more units on track to close in the near future. Following is an overview of the 4 Texas affordable housing communities in KCG’s portfolio as well as those set to close in the near future:

- Vista Bella – Lago Vista
 - 72 Unit Family Community
 - Status: Stabilized
- Hills at Leander – Leander
 - 228 Unit Senior Community
 - Status: Under Lease Up
- Legacy Ranch @ Dessau East – Fort Dessau
 - 232 Unit Senior Community
 - Status: Under Construction
- Bellfort Park Apartments – Houston
 - 64 Unit Family Community
 - Status: Occupied & Under In-Place Renovation

The below developments encompass the balance of KCG’s Texas existing pipeline:

- Blue Water Gardens
 - 4% Acquisition/Renovation of 132 existing Section 8 units
 - Targeted for August 2020 closing
- The Station at 9150
 - 4% New Construction of 180 units
 - Targeted for Q1 2021 closing
- Hapori Heights
 - 4% New Construction of 130 units
 - Targeted for Q1 2021 closing

KCG also has several properties nationwide – for a full overview of the company’s portfolio visit kcgcompanies.com/portfolio. KCG’s development entity, KCG Development, LLC, has never had a name change. However since inception in 2015, KCG has reorganized and grown into a vertically integrated development, design and construction firm operating under the KCG Companies, LLC umbrella. KCG Companies is comprised of KCG Development, LLC, KCG Design, LLC and KCG Construction, LLC.

Overview of Capstone Property Management:

Capstone Real Estate Services, Inc. (“Capstone”) is a full-service, third-party management firm presently managing approximately 40,000 multi-family units. Founded in 1969, Capstone maintains 14 offices across 6 states and employs approximately 850 people in the field of

property management. With a portfolio spanning more than 75 cities, Capstone ranks as one of the 15 largest third-party management firms in the nation.

Capstone has significant experience with affordable housing units similar to the communities KCG is proposing at Espero Landing and Asperanza Heights. Currently, Capstone manages affordable communities totaling over 23,000 units. This includes the LIHTC Program, the RTC/AHDP Affordable Housing Program, Tax Exempt Bond, HOME, Section 8, Housing Trust Fund (HTF), Walker Program, Section 202 Elderly, Military Rent-Restricted, Public Housing, and more. To better serve its clients, Capstone has a Compliance Department to effectively monitor properties it manages with governmental reporting requirements. Capstone is currently ranked by NAHMA as the nation's 9th largest affordable housing management company, as well as the 7th largest LIHTC manager in the country.

Capstone's apartment new construction management experience is extensive. The firm's new development background includes project design consulting, pre-construction planning, décor consulting, promotion and full lease up for 175+ properties totaling over 33,000 units in 60+ cities and 6 states since 1994. Our objective is to reach full occupancy and maximize the bottom line in the shortest time possible in accordance with the owner's investment parameters. About 75% of lease-ups have been completed in 9 months or less, with 51% completed in under 6 months.

Capstone has operated under the Capstone Real Estate Services, Inc. name since inception in 1969.



HOUSING TAX CREDIT RESOLUTION OF SUPPORT REQUEST

Deadlines: 9% Competitive Tuesday, December 31, 2019
4% Non-Competitive Six weeks before the Housing Advisory Board Meeting

The Housing Advisory Board regularly meets the third Monday of the month at 3:30 p.m. at the Historic Light & Waterworks Building (406 W. 8th Street). Please see the **HTC Schedule** for other requirements.

Zoning: 9% Competitive If the zoning district for the property does not allow for multifamily/apartment development, you must initiate the rezoning process with the Planning Department by December 1, 2019.

4% Non-Competitive The property must have zoning entitlements for multifamily/apartments before the HTC can be considered by City Council.

Public Outreach: Existing Rehabilitation-- No outreach is required.

9% and 4% New Construction

The applicant must hold two public meetings, one at least three weeks before the City Council consideration. Outreach will consist of letters, signage and ads to residential neighborhoods within ½ mile of the site. An outreach plan must be approved by the Housing Coordinator.

Application: The following items are required for submittal. If requested information is missing, the application may not be accepted.

- Application Form
- Zoning verification or rezoning application number
- Public Outreach Plan
- Draft Resolutions (Two-times and Support)
- Letter of Intent with Detailed Information

The Housing Coordinator is available to advise you on any requirements. Please call 512-930-8477 or email housing@georgetown.org for an appointment to discuss your application.



HOUSING TAX CREDIT APPLICATION

PROJECT NAME: Espero Landing & Asperanza Heights

PROJECT INFORMATION

Property Address: 200 Carlson Cove

Zoning District: C-1 Acreage: 16.2

Total Number of Units: Espero Landing - 206 Asperanza Heights - 144

Affordability: 30% 50% 60% Market See LOI for Unit Mix

Do you have site control or owner's consent to apply for Housing Tax Credits? Yes X No

APPLICANT INFORMATION

Company KCG Development, LLC Name:

Contact Name: Ina Spokas

Address:

9333 North Meridian Street Suite 230 City:

Indianapolis State Indiana Zip: 46260

Work Phone: 463-204-8812

Cell Phone: 512-689-8812 Email: ina.spokas@kcgcompanies.com

PROPERTY INFORMATION

Owner Woodhull Ventures 2015, LLC Name(s): David Nairne

Address:

9111 Jollyville Road Suite 212 City:

Austin State: TX Zip: 78759

Work Phone: 512-226-8718 Cell Phone: 817-675-5084

Email: Michael.Gonzalez@berkadia.com - note this is Broker for Owner, please contact for questions

Applicant's Signature: Ina K. Spokas

Printed Name: Ina Spokas Date: 5/4/2020

By signing this form, the applicant authorizes the City of Georgetown to begin proceeding in accordance with the process for this request. The applicant further acknowledges that submission of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the decision making authority may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

SITE INFORMATION

- ☒ Breakdown of unit types and rental rates by income level
- ☒ If in an existing program (not HTC) will rent levels change from existing?
- ☒ Architectural renderings of buildings.
- ☒ Proposed site layout.
- ☒ Number of accessible units.
- ☒ What ADA features are included?
- ☒ If the development includes market rate units, do these units differ from the income restricted units in any way?
- ☒ List the amenities included in individual units as well as those for the entire site.
- ☒ Describe energy efficiency components that will be included.

DEVELOPMENT AND MANAGEMENT COMPANY INFORMATION

- ☒ Will the management be in-house or a separate entity?
- ☒ Have there been any changes in company names or re-organizations?
- ☒ Provide history of similar projects developed and managed.
- ☒ How many tax credit projects have you developed in Texas?
- ☒ Provide two letters of support from existing developments similar to the proposal.

FINANCIAL INFORMATION

- ☒ Will the site have any property tax exemptions after development?
- ☒ What is the affordability period requirement for this project?
- ☒ Provide an analysis of the economic impact to the City (property tax increase, utility consumption, sales tax base).
- ☒ Will this development require off-site capital improvements?

OTHER INFORMATION

- ☒ Please provide an analysis on how your project will impact the school district and provide any feedback received from school district.
- ☒ Provide the TDHCA scoring criteria that you anticipate meeting.
- ☒ Please list any additional information or letters that you will be requesting from the City or Georgetown Utility Systems for the TDHCA application requirements.



HOUSING TAX CREDIT 2019-2020 SCHEDULE (9%)

2019

December 1	Rezoning Application Due (if necessary)
December 31	HTC Resolution Applications Due

2020

January 21	Housing Advisory Board Meeting
January 21	Hold at least 1 Public Meeting by this date
January 28	City Council Workshop
February 11	City Council Meeting
February 28	TDHCA Application Due



LETTER OF INTENT: REQUEST FOR ZONING VERIFICATION LETTER

The enclosed documents are provided to request a Zoning Verification Letter regarding parcel #R539263 – to evidence that Multifamily Attached Dwellings are permissible on the site as detailed in the Permitted Use Table of UDC Chapter 5. A parcel map illustrating the site is within the Saddlecreek PUD, the PUD Ordinance Documents and a Survey have been provided for reference.

Thank you,

CJ Lintner
Development Analyst
CJ.Lintner@KCGCompanies.com
Cell: 317-502-9239

Subject Parcel



NON RESIDENTIAL LAND USE SUMMARY		
Employment Center (C-1, BP)*	62.7 AC.	401,623 s.f.**
Major Row	1.9 AC.	
Open Space	3.6 AC.	
TOTAL	68.2 AC.*	

Notes:

- * A maximum of 16.6 acres of non-residential acreage or 350 units may be multi family, MF-2, located within the C-1 Parcel D at the intersection of Bell Gin and Sam Houston Avenue.
- **Maximum square footage assuming .2 F.A.R. and 16.6 acres of MF-2

RESIDENTIAL LAND USE SUMMARY		
LOT TYPE	ACRES	MAXIMUM UNITS
RESIDENTIAL (RS)	184.6 AC.	
CLUSTER/TOWNHOUSE (MF-1)	44.2 AC.	
RESIDENTIAL TOTAL	228.8 AC.	1,500 units

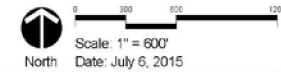
Residential Unit Restrictions:

- Multi Family (MF-1) Product shall not exceed 475 units
- Multi Family (MF-2) shall not exceed 350 units
- Single Family detached shall not exceed 1,100 units

Amenity Center	1.8 AC.
Major Row	19.6 AC.
Open Space*	34.6 AC.
TOTAL	284.8 AC.

Notes:

- * Open space includes parks, greenbelts, enhanced lakes, easements and buffers



SEC Planning, LLC
Land Planning • Landscape Architecture • Community Branding
ALUSTIN, TEXAS
(512) 240-7883 • (512) 240-7703
www.secplanning.com • info@secplanning.com

EXHIBIT C
SADDLECREEK
GEORGETOWN, TEXAS

SHEET FILE: Q:\130144-SADDLECREEK\PLANNING\WORKBOOK\July 2015\93 Submittal\Exhibit C.dwg
Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

Exhibit C

ORDINANCE NO. 2015-58

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 353.45 acres in the Stubblefield Survey from the Agriculture (AG) District to Planned Unit Development (PUD), to be known as Saddlecreek; 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"):

353.45 acres of the Stubblefield Survey, as described in Exhibit B of this ordinance as documented in the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, the City Council has submitted the proposed amendment to the Official Zoning Map to the Planning and Zoning Commission for its consideration at a public hearing and for its recommendation or report; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on September 15, 2015, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on October 13, 2015, held an additional public hearing prior to taking action on the requested rezoning of the Property.

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

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

Section 2. The Official Zoning Map, as well as the Zoning District classification(s) for the Property is hereby amended from the Agriculture District (AG) to a Planned Unit Development

Ordinance Number: 2015-58

Page 1 of 2

Description: Saddlecreek PUD Rezoning

Case File Number: REZ-2014-022

Date Approved: October 27, 2015

Exhibits A-F Attached

(PUD), with base zoning districts of Residential (RS), Multifamily Low-Density (MF-1), Local Commercial (C-1), and Business Park (BP), according to *Exhibit C* (Land Use Summary) and *Exhibit B* (Legal Description) and incorporated herein by reference.

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

Section 4. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 13th day of October, 2015.

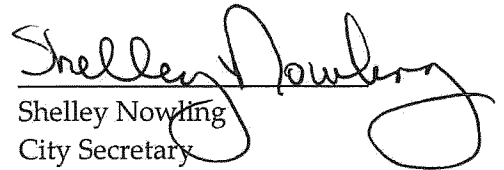
APPROVED AND ADOPTED on Second Reading on the 27th day of October, 2015.

THE CITY OF GEORGETOWN:



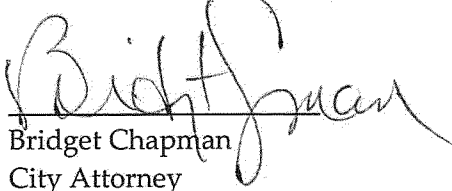
Dale Ross
Mayor

ATTEST:



Shelley Nowling
City Secretary

APPROVED AS TO FORM:



Bridget Chapman
City Attorney

Ordinance Number: 2015-58

Description: Saddlecreek PUD Rezoning

Date Approved: October 27, 2015

Page 2 of 2

Case File Number: REZ-2014-022

Exhibits A-F Attached

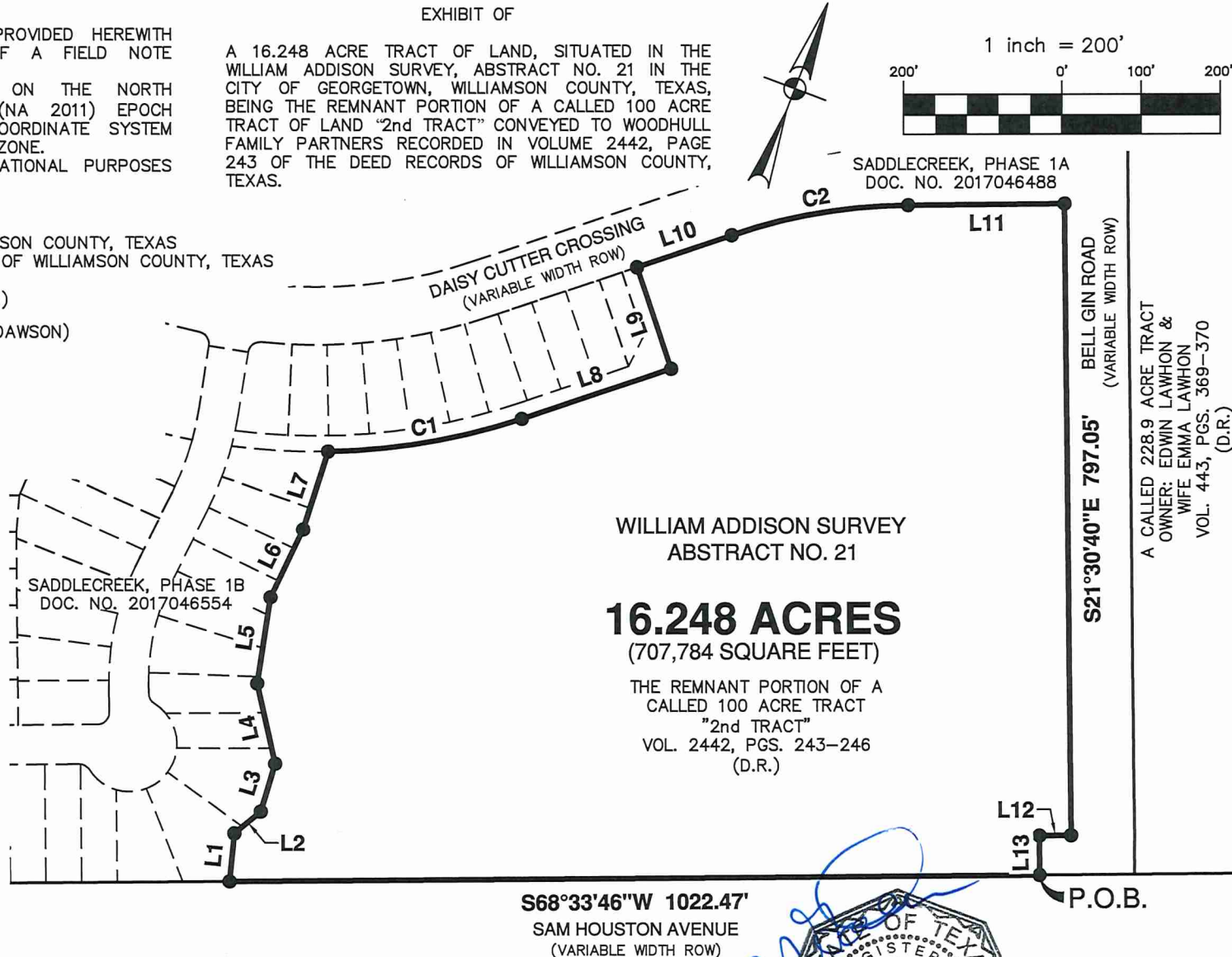
NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

LEGEND:

- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B. POINT OF BEGINNING
● FOUND I.R. (PAPE-DAWSON)
○ SET 1/2" IRON ROD (PAPE-DAWSON)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N15°11'23"W	61.19'
L2	N29°17'42"E	43.24'
L3	N04°15'50"W	63.35'
L4	N33°33'42"W	103.32'
L5	N12°08'49"W	109.56'
L6	N04°38'45"E	95.38'
L7	N03°26'16"W	103.98'
L8	N50°26'33"E	198.92'
L9	N39°33'45"W	135.01'
L10	N50°26'15"E	126.30'
L11	N68°31'56"E	197.75'
L12	S68°29'20"W	40.00'
L13	S21°30'40"E	49.85'

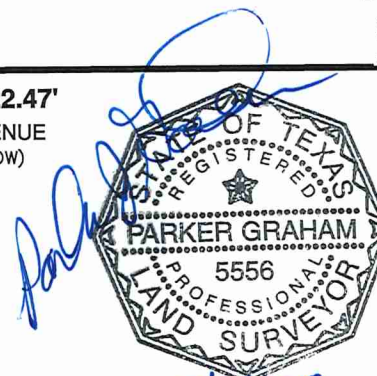


PAPE-DAWSON
ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	828.03'	17°14'01"	N59°25'52"E	248.12'	249.06'
C2	717.00'	18°05'41"	N59°29'05"E	225.50'	226.44'

DECEMBER 4, 2019



SHEET 1 OF 1

JOB No.: 50815-04



FIELD NOTES

FOR

A 16.248 ACRE TRACT OF LAND, SITUATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21 IN THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS, BEING THE REMNANT PORTION OF A CALLED 100 ACRE TRACT OF LAND "2nd TRACT" CONVEYED TO WOODHULL FAMILY PARTNERS RECORDED IN VOLUME 2442, PAGE 243 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 16.248 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod with yellow cap marked "Pape-Dawson" found in the north right-of-way line of Sam Houston Avenue, a variable width right-of-way, said point being the southwest terminus of Bell Gin Road, a variable width right-of-way in Saddlecreek, Phase 1A, a subdivision according to the plat recorded in Document No. 2017046488 of the Official Public Records of Williamson County, Texas, also being the southeast corner of said Remnant Portion for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE S 68°33'46" W, with the north right-of-way line of said Sam Houston Avenue, same being the south line of said 100 acre tract, a distance of **1022.47 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the southernmost southeast corner of Saddlecreek Phase 1B, a subdivision according to the plat recorded in Document No. 2017046554 of the Official Public Records of Williamson County, Texas, same being the southwest corner of said Remnant Portion, for the southwest corner hereof;

THENCE departing the north right-of-way line of said Sam Houston Avenue, with the westerly line of said Remnant Portion, same being the easterly line of said Saddlecreek Phase 1B the following nine (9) courses and distances:

1. **N 15°11'23" W**, a distance of **61.19 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for and angle point hereof,
2. **N 29°17'42" E**, a distance of **43.24 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for and angle point hereof,
3. **N 04°15'50" W**, a distance of **63.35 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for and angle point hereof,

4. **N 33°33'42" W**, a distance of **103.32 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for and angle point hereof,
5. **N 12°08'49" W**, a distance of **109.56 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for and angle point hereof,
6. **N 04°38'45" E**, a distance of **95.38 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for and angle point hereof,
7. **N 03°26'16" W**, a distance of **103.98 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangent curvature,
8. along the arc of a curve to the left, having a **radius of 828.03 feet**, a **central angle of 17°14'01"**, a **chord bearing and distance of N 59°25'52" E, 248.12 feet**, for an **arc length of 249.06 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangency,
9. **N 50°26'33" E**, a distance of **198.92 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for and angle point hereof, and
10. **N 39°33'45" W**, a distance of **135.01 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found in the south right-of-way line of Daisy Cutter Crossing, a variable width right-of-way recorded in said Saddlecreek Phase 1A, said point being the northwest corner of said Remnant Portion, same being the northeast corner of said Saddlecreek Phase 1B for the northernmost northwest corner hereof;

THENCE with the south right-of-way line of said Daisy Cutter Crossing, same being the north line of said Remnant Portion, the following three (3) courses and distances:

1. **N 50°26'15" E**, a distance of **126.30 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangent curvature,
2. along the arc of a curve to the right, having a **radius of 717.00 feet**, a **central angle of 18°05'41"**, a **chord bearing and distance of N 59°29'05" E, 225.50 feet**, for an **arc length of 226.44 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangency, and
3. **N 68°31'56" E**, a distance of **197.75 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the southeast terminus of said Daisy Cutter Crossing, same being a point in the west right-of-way line of said Bell Gin Road;

THENCE with the westerly right-of-way line of said Bell Gin Road, same being the easterly line of said Remnant Portion the following three (3) courses and distances:

1. **S 21°30'40" E**, a distance of **797.05 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
2. **S 68°29'20" W**, a distance of **40.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof, and
3. **S 21°30'40" E**, a distance of **49.85 feet** to the **POINT OF BEGINNING** and containing 16.248 acres in the City of Georgetown, Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and an exhibit prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.


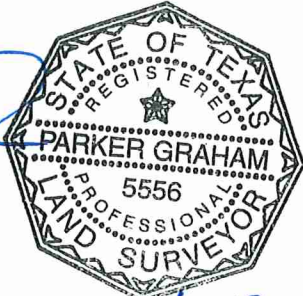
DATE: December 4, 2019

JOB No.: 50815-04

DOC.ID.: H:\Survey\CIVIL\50815-04\Takedown & Option Tracts\Word\50815-04_16.248Ac_Sec.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01



12/4/2019

CONFIRMATION OF ZONING VERIFICATION LETTER ACCEPTANCE

CJ Lintner

From: Susan Watkins <Susan.Watkins@georgetown.org>
Sent: Friday, April 24, 2020 5:59 PM
To: Ina Spokas; CJ Lintner
Subject: RE: [EXTERNAL] Questions - City's HTC Application Process - KCG Proposed Development at Saddlecreek (Georgetown)

Hi Ina and CJ,

It was good talking with you this morning. The link to the March 24th workshop is here (end of Item B and Item C):

<https://georgetowntx.swagit.com/play/03242020-826>

For impact to the school district, you might reach out to the Georgetown ISD real estate board.

To obtain the Zoning Verification Letter, please follow steps in the Letter of Regulatory Compliance checklist found here: <https://udc.georgetown.org/files/2019/08/LTR-Letter-of-Regulatory-Compliance.pdf>. The checklist is written for both plat certification and zoning verification. Please only provide items relevant to zoning verification (you can ignore plat letter requirements).

You will need to apply for the zoning verification letter on MyGovernmentOnline. You can find the link to the MyGovernmentOnline portal and user guide here: <https://udc.georgetown.org/mygovernmentonline/>. When you apply your type is Letter of Regulatory Compliance and the subtype is "Zoning Verification Letter".

You can submit anytime, but the next application submittal date is May 4, 2020, and the application will be processed then. You can pay online by credit card. You will receive an invoice on the day it is processed. We have reviewed the zoning internally, so you will meet the requirements for the Housing Resolution application.

Thank you,

Susan Watkins, AICP
Housing Coordinator

City of Georgetown
Planning Department
406 W. 8th Street
Georgetown, TX 78626
(512) 930-8477

Espero Landing and Asperanza Heights – Public Outreach Meeting Guidelines

We are hosting a Community Zoom Meeting on XXX Date, XXX Month 2020 from X to X CST to discuss KCG Development, LLC's Proposal for the 16.2 acres located at 200 Carlson CV – a part of the larger Saddlecreek PUD.

Due to COVID-19, we are conducting this meeting digitally as a matter of public health. KCG has provided a link and a telephone number for you to join the meeting if you are interested in participating. The link will allow you to see the faces of all attendees and, will allow you to submit questions or share comments.

Because this is a new format, we want to share the meeting rules to foster a fair and healthy meeting environment:

1. All participants will be muted upon entering the meeting. You will not need to select that option on your phone or through the zoom link. Participants are muted to block background noise which can make it difficult for others to hear.
2. In an effort to help structure the meeting, please email cj.lintner@kcgcompanies.com if you would like time to speak about the development during the meeting. Please include your first and last name, your telephone number, and your address. We will unmute you once it is your turn to speak. Speaking order will be determined by when Mo receives your email request.
3. All participants will have up to 2 minutes to ask questions or make comments directly to the development team or myself.
4. If you have any questions prior to our call, please email them directly to cj.lintner@kcgcompanies.com this will allow KCG to address these questions or comments during their presentation.
5. If for some reason you are unable to ask your question during the zoom call, please send your questions to cj.lintner@kcgcompanies.com.
6. If you have any technical issues, please email cj.lintner@kcgcompanies.com

Call Instructions: TBD ONCE MEETING IS SET

Meeting ID: TBD ONCE MEETING IS SET

Sample Resolution of No Objection

Pursuant to §11.9(d)(1) of the QAP and in accordance with Tex. Gov't Code §2306.6710(b), an Application may qualify for up to seventeen (17) points for a resolution or resolutions from the municipality and/or county in which the proposed development site is located. Resolutions that expressly set forth that the municipality or county supports the Application or Development are worth maximum points while resolutions setting forth that the municipality or county has no objection to the Application or Development are worth fewer points. Pursuant to §11.9(d)(1) once a resolution has been submitted it may not be changed or withdrawn. The resolution must be submitted by the Full Application Delivery Date as identified in §11.2(a) of the QAP, regarding Competitive HTC Deadlines. A sample resolution is provided below.

WHEREAS, **KCG Development, LLC** has proposed a development for affordable rental housing at **200 Carlson Cove** named **Asperanza Heights** in the **City of Georgetown in Williamson County**; and

WHEREAS, **KCG Development, LLC** has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for **Asperanza Heights**

It is hereby

RESOLVED, that the **City of Georgetown**, acting through its governing body, hereby confirms that it **has no objection to** the proposed **Asperanza Heights located at 200 Carlson Cove, Application Number XXX** and that this formal action has been taken to put on record the opinion expressed by the **City of Georgetown** on **[date]**, and

FURTHER RESOLVED that for and on behalf of the Governing Body, **[name, position of authorized person]** are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Sample Resolution of No Objection

Pursuant to §11.9(d)(1) of the QAP and in accordance with Tex. Gov't Code §2306.6710(b), an Application may qualify for up to seventeen (17) points for a resolution or resolutions from the municipality and/or county in which the proposed development site is located. Resolutions that expressly set forth that the municipality or county supports the Application or Development are worth maximum points while resolutions setting forth that the municipality or county has no objection to the Application or Development are worth fewer points. Pursuant to §11.9(d)(1) once a resolution has been submitted it may not be changed or withdrawn. The resolution must be submitted by the Full Application Delivery Date as identified in §11.2(a) of the QAP, regarding Competitive HTC Deadlines. A sample resolution is provided below.

WHEREAS, **KCG Development, LLC** has proposed a development for affordable rental housing at **200 Carlson Cove** named **Espero Landing** in the **City of Georgetown in Williamson County**; and

WHEREAS, **KCG Development, LLC** has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for **Espero Landing**

It is hereby

RESOLVED, that the **City of Georgetown**, acting through its governing body, hereby confirms that it **has no objection to** the proposed **Espero Landing located at 200 Carlson Cove, Application Number XXX** and that this formal action has been taken to put on record the opinion expressed by the **City of Georgetown** on **[date]**, and

FURTHER RESOLVED that for and on behalf of the Governing Body, **[name, position of authorized person]** are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Twice the State Average Per Capita – Sample Resolution

Pursuant to §11.3(c) of the QAP, for applications located in a municipality, or if located completely outside a municipality, a county, that has more than twice the state average of units per capita supported by Housing Tax Credits or private activity bonds at the time the Application Acceptance Period begins, or for Tax-Exempt Bond Developments, Applications submitted after the Application Acceptance Period begins, then the Applicant must obtain prior approval of the Development from the Governing Body of the appropriate municipality or county containing the Development. That approval must also contain a written expression of support in the form of a resolution, and that resolution must include a reference to Tex. Gov't Code §2306.6703(a)(4) and authorize an allocation of Housing Tax Credits for the Development. The resolution must be submitted by the Full Application Delivery Date as identified in §11.2(a) of the QAP, regarding Competitive HTC Deadlines, or Resolutions Delivery Date in §11.2(b) of the QAP, regarding Tax-Exempt Bond Development Dates and Deadlines, as applicable. A list of the areas with more than twice the state average of units per capita can be found in the 2020 HTC Site Demographic Characteristics Report posted on the Department's website. A sample resolution is provided below.

WHEREAS, **KCG Development, LLC** has proposed a development for affordable rental housing at **200 Carlson Cove** named **Asperanza Heights** in the **City of Georgetown, Williamson County** and

WHEREAS, **KCG Development, LLC** has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for 2020 or 2021 **Housing Tax Credits and Private Activity Bond** funds for **Asperanza Heights**.

It is hereby

RESOLVED, that as provided for in §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the **City of Georgetown** has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds and

FURTHER RESOLVED, that the **City of Georgetown** hereby supports the proposed **Asperanza Heights** and confirms that its governing body has voted specifically to approve the construction or rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4), and

FURTHER RESOLVED that for and on behalf of the Governing Body, **[name, position of authorized person]** are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Twice the State Average Per Capita – Sample Resolution

Pursuant to §11.3(c) of the QAP, for applications located in a municipality, or if located completely outside a municipality, a county, that has more than twice the state average of units per capita supported by Housing Tax Credits or private activity bonds at the time the Application Acceptance Period begins, or for Tax-Exempt Bond Developments, Applications submitted after the Application Acceptance Period begins, then the Applicant must obtain prior approval of the Development from the Governing Body of the appropriate municipality or county containing the Development. That approval must also contain a written expression of support in the form of a resolution, and that resolution must include a reference to Tex. Gov't Code §2306.6703(a)(4) and authorize an allocation of Housing Tax Credits for the Development. The resolution must be submitted by the Full Application Delivery Date as identified in §11.2(a) of the QAP, regarding Competitive HTC Deadlines, or Resolutions Delivery Date in §11.2(b) of the QAP, regarding Tax-Exempt Bond Development Dates and Deadlines, as applicable. A list of the areas with more than twice the state average of units per capita can be found in the 2020 HTC Site Demographic Characteristics Report posted on the Department's website. A sample resolution is provided below.

WHEREAS, **KCG Development, LLC** has proposed a development for affordable rental housing at **200 Carlson Cove** named **Espero Landing** in the **City of Georgetown, Williamson County** and

WHEREAS, **KCG Development, LLC** has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for 2020 or 2021 **Housing Tax Credits and Private Activity Bond** funds for **Espero Landing**.

It is hereby

RESOLVED, that as provided for in §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the **City of Georgetown** has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds and

FURTHER RESOLVED, that the **City of Georgetown** hereby supports the proposed **Espero Landing** and confirms that its governing body has voted specifically to approve the construction or rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4), and

FURTHER RESOLVED that for and on behalf of the Governing Body, **[name, position of authorized person]** are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.



Texas Department of Housing and Community Affairs

Rent and Income Limits¹ (As of 4/1/2020)

Project: **Asperanza Heights**

Instructions:

- (1) Choose the county in which your project is located.
- (2) If your project is located within the boundaries of one of the designated places listed in the drop down menu then make the appropriate selection. If the location is not listed, then choose the "Not Listed" option.
- (3) Please select the financing applicable for your project. Units financed with HOME, NSP, or tax exempt bonds and 4% tax credits are not eligible to use the National Non-Metro limits.
- (4) Choose the date the first building in the project (as defined on line 8b of the 8609) was placed in service or for State Housing Trust Fund, the date of your LURA. For HOME, NSP or National Housing Trust Fund, select "N/A."
- (5) Select the date based on the execution date of your property's Carryover Agreement, Determination Notice or Subaward Agreement Date. For State Housing Trust Fund, select the date of your LURA. For HOME, NSP or National Housing Trust Fund select "N/A." See footnote 3 for more details.

PLEASE COMPLETE ALL FIELDS.

- (1) County: **Williamson**
- (2) Place:² **Georgetown**
- (3) Financing: **4% Housing Tax Credits**
- (4) Project PIS Date: **On or After 5/17/2020**

INCOME LIMITS

2020 Area Median Income:

\$97,600

AMFI %	Number of Household Members							
	1	2	3	4	5	6	7	8
20	\$ 13,680	\$ 15,620	\$ 17,580	\$ 19,520	\$ 21,100	\$ 22,660	\$ 24,220	\$ 25,780
30	\$ 20,520	\$ 23,430	\$ 26,370	\$ 29,280	\$ 31,650	\$ 33,990	\$ 36,330	\$ 38,670
40	\$ 27,360	\$ 31,240	\$ 35,160	\$ 39,040	\$ 42,200	\$ 45,320	\$ 48,440	\$ 51,560
50	\$ 34,200	\$ 39,050	\$ 43,950	\$ 48,800	\$ 52,750	\$ 56,650	\$ 60,550	\$ 64,450
60	\$ 41,040	\$ 46,860	\$ 52,740	\$ 58,560	\$ 63,300	\$ 67,980	\$ 72,660	\$ 77,340
70	\$ 47,880	\$ 54,670	\$ 61,530	\$ 68,320	\$ 73,850	\$ 79,310	\$ 84,770	\$ 90,230
80	\$ 54,720	\$ 62,480	\$ 70,320	\$ 78,080	\$ 84,400	\$ 90,640	\$ 96,880	\$ 103,120
120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RENT LIMITS

AMFI %	Number of Bedrooms					
	0	1	2	3	4	5
20	\$342	\$366	\$439	\$507	\$527	\$625
30	\$513	\$549	\$659	\$761	\$849	\$937
40	\$684	\$732	\$879	\$1,015	\$1,133	\$1,250
50	\$855	\$915	\$1,098	\$1,269	\$1,416	\$1,562
60	\$1,026	\$1,098	\$1,318	\$1,523	\$1,699	\$1,875
65						
70	\$1,197	\$1,281	\$1,538	\$1,777	\$1,846	\$2,187
80	\$1,368	\$1,465	\$1,758	\$2,031	\$2,266	\$2,500

(5) Carryover / Determination Notice / Subaward Agreement Date:

On or After 5/17/2020

1. The Texas Department of Housing and Community Affairs (the "Department" or TDHCA) has posted to its website the 2020 Income and rent limit tool. This tool was developed for use by TDHCA staff, primarily in the Compliance Division, to determine whether income and rent limits prescribed by law were being met, and the tool is being shared with the public solely as a courtesy. This tool is NOT to be considered as either a definitive or exclusive statement or application of law or as legal advice. Neither the tool itself nor any output from or conclusions drawn from the tool may be relied upon as conclusively correct information or used as a defense to any contrary determination, finding, conclusion, or assertion by any relevant or cognizant oversight or enforcement entity (including TDHCA) of an applicable rent or income limit. Again, these are simply the income and rent limits that the Department expects to use when monitoring. It is anticipated that from time to time as the Department identifies aspects of the tool that it needs to amend, correct, or improve, it will do so, but the Department cannot and does not commit to providing notifications or changes to the tool as posted on its website or as used by TDHCA staff.

2. The "Place" field is used to determine whether the property is eligible to use the National Non-Metropolitan Median Income limits. Not all Places or Cities in Texas are shown. If you are located outside of the boundaries of a designated Place then select "Not Listed" even if your mailing address reflects the place name.

3. The 'Carryover / Determination Notice / Subaward Agreement Date' field is used to determine whether the property's gross rent floor is based upon a different set of income limits than those used to qualify tenants. For a competitive or 9%

4. The 2020 Housing Tax Credit limits are effective 4/1/2020. The NSP income limits are effective 6/28/2019. The Community Planning Division (CPD) of HUD released the 2019 HOME Program income limits effective 6/28/2019 and rent limits that are effective for all new leases and lease renewals after 6/28/2019. The National Housing Trust Fund income and rent limits are effective 6/28/2019.

5. For Housing Tax Credit project(s) that place in service or execute a Carryover Agreement within 45 days after HUD releases the MTSP Income limits where the newly released limits reflect a decrease, IRS Revenue Ruling 94-57 allows the owner to rely on either limit.



Texas Department of Housing and Community Affairs Rent and Income Limits¹ (As of 4/1/2020)

Project: **Espero Landing**

Instructions:

- (1) Choose the county in which your project is located.
- (2) If your project is located within the boundaries of one of the designated places listed in the drop down menu then make the appropriate selection. If the location is not listed, then choose the "Not Listed" option.
- (3) Please select the financing applicable for your project. Units financed with HOME, NSP, or tax exempt bonds and 4% tax credits are not eligible to use the National Non-Metro limits.
- (4) Choose the date the first building in the project (as defined on line 8b of the 8609) was placed in service or for State Housing Trust Fund, the date of your LURA. For HOME, NSP or National Housing Trust Fund, select "N/A."
- (5) Select the date based on the execution date of your property's Carryover Agreement, Determination Notice or Subaward Agreement Date. For State Housing Trust Fund, select the date of your LURA. For HOME, NSP or National Housing Trust Fund select "N/A." See footnote 3 for more details.

PLEASE COMPLETE ALL FIELDS.

(1) County: **Williamson**

(2) Place:² **Georgetown**

(3) Financing: **4% Housing Tax Credits**

(4) Project PIS Date: **On or After 5/17/2020**

INCOME LIMITS

2020 Area Median Income:

\$97,600

AMFI %	Number of Household Members							
	1	2	3	4	5	6	7	8
20	\$ 13,680	\$ 15,620	\$ 17,580	\$ 19,520	\$ 21,100	\$ 22,660	\$ 24,220	\$ 25,780
30	\$ 20,520	\$ 23,430	\$ 26,370	\$ 29,280	\$ 31,650	\$ 33,990	\$ 36,330	\$ 38,670
40	\$ 27,360	\$ 31,240	\$ 35,160	\$ 39,040	\$ 42,200	\$ 45,320	\$ 48,440	\$ 51,560
50	\$ 34,200	\$ 39,050	\$ 43,950	\$ 48,800	\$ 52,750	\$ 56,650	\$ 60,550	\$ 64,450
60	\$ 41,040	\$ 46,860	\$ 52,740	\$ 58,560	\$ 63,300	\$ 67,980	\$ 72,660	\$ 77,340
70	\$ 47,880	\$ 54,670	\$ 61,530	\$ 68,320	\$ 73,850	\$ 79,310	\$ 84,770	\$ 90,230
80	\$ 54,720	\$ 62,480	\$ 70,320	\$ 78,080	\$ 84,400	\$ 90,640	\$ 96,880	\$ 103,120
120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RENT LIMITS

AMFI %	Number of Bedrooms					
	0	1	2	3	4	5
20	\$342	\$366	\$439	\$507	\$527	\$625
30	\$513	\$549	\$659	\$761	\$849	\$937
40	\$684	\$732	\$879	\$1,015	\$1,133	\$1,250
50	\$855	\$915	\$1,098	\$1,269	\$1,416	\$1,562
60	\$1,026	\$1,098	\$1,318	\$1,523	\$1,699	\$1,875
65						
70	\$1,197	\$1,281	\$1,538	\$1,777	\$1,846	\$2,187
80	\$1,368	\$1,465	\$1,758	\$2,031	\$2,266	\$2,500

1. The Texas Department of Housing and Community Affairs (the "Department" or TDHCA) has posted to its website the 2020 Income and rent limit tool. This tool was developed for use by TDHCA staff, primarily in the Compliance Division, to determine whether income and rent limits prescribed by law were being met, and the tool is being shared with the public solely as a courtesy. This tool is NOT to be considered as either a definitive or exclusive statement or application of law or as legal advice. Neither the tool itself nor any output from or conclusions drawn from the tool may be relied upon as conclusively correct information or used as a defense to any contrary determination, finding, conclusion, or assertion by any relevant or cognizant oversight or enforcement entity (including TDHCA) of an applicable rent or income limit. Again, these are simply the income and rent limits that the Department expects to use when monitoring. It is anticipated that from time to time as the Department identifies aspects of the tool that it needs to amend, correct, or improve, it will do so, but the Department cannot and does not commit to providing notifications or changes to the tool as posted on its website or as used by TDHCA staff.

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4. The 2020 Housing Tax Credit limits are effective 4/1/2020. The NSP income limits are effective 6/28/2019. The Community Planning Division (CPD) of HUD released the 2019 HOME Program income limits effective 6/28/2019 and rent limits that are effective for all new leases and lease renewals after 6/28/2019. The National Housing Trust Fund income and rent limits are effective 6/28/2019.

5. For Housing Tax Credit project(s) that place in service or execute a Carryover Agreement within 45 days after HUD releases the MTSP Income limits where the newly released limits reflect a decrease, IRS Revenue Ruling 94-57 allows the owner to rely on either limit.

PHASE 1 - 4% Senior

Units	BLD 1	Total
1 BR 800 SF	50	50
2 BR 1,000 SF	94	94
Total	144	144

Parking

1 space / DU = 144
+ 5% guest spaces = 8

Total Required Spaces = 152

Total Area Provided = 50,000 SF @ 325SF/space

Total Spaces Provided = 153

PHASE 2 - 4% Family

Units	BLD 1	2	3	4	5	6	7	8	9	Total
1 BR 800 SF	4	12	6	8	6	6	6	12	10	70
2 BR 1,000 SF	12	12	6	12	12	12	12	12	12	102
3 BR 1,200 SF	4		10		6	6	6			32
Total	20	24	22	20	24	24	24	24	22	204

Parking

70 1BR x 1.5 spaces = 105
102 2BR x 2.0 spaces = 204
32 3BR x 2.5 spaces = 80

Guest Parking (5% of units) = 20

Total Required Spaces = 409

Total Area Provided = 136,000 SF @ 325SF/space

Total Spaces Provided = 418

Total UNITS 348 units
Total Parking 571 spaces



0 Site Plan
A00 Scale: 1" : 200'



Overall Aerial



Phase 1 Main Building



Phase 2 Entry and
Clubhouse Building



CAPSTONE

REAL ESTATE SERVICES, INC.

"Our mission is to enhance our client's investments and create quality living and working environments."

PROFILE

Capstone Real Estate Services, Inc. is a full-service, third-party management firm presently managing approximately **40,000 multi-family units**. Founded in 1969, Capstone maintains 14 offices across 6 states and employs approximately 850 people in the field of property management, and our portfolio extends to over 75 cities. The size of our portfolio ranks us as one of the **15 largest** third-party management firms in the nation.

♦Austin ♦Abilene ♦Albuquerque ♦Amarillo ♦Beaumont ♦Brownsville ♦Corpus Christi ♦Dallas ♦El Paso ♦Miami ♦Houston ♦Laredo ♦San Antonio ♦Tulsa

Neither Capstone nor its principals owns, buys or sells investment real estate and we have no conflicts with our clients' interests in this regard. This distinguishes us from many competing firms and enables us to provide the personalized service each property deserves, without the distraction that ownership can cause. Consequently, we focus on the client's goals beginning with take-over. **Third-party real estate management** is the business on which we have built our reputation, and we are committed to providing the highest standards of service and integrity to our clients.

PROPERTY MANAGEMENT SERVICES

Pre-Acquisition Due Diligence Services

Interior Walk Through, Market Analysis, Operating Projections, Lease File Review, Exterior Observations

New Development Planning

Project Design Consulting, Marketing Consulting, Lease-up Specialists

Full Service Property Management

Traditional Multifamily Housing, Student Housing, Seniors Housing, Affordable Housing, Military Housing, Renovation Supervision, Manufactured Home Parks, High/Mid Rises

NEW CONSTRUCTION

Capstone's apartment new construction management experience is extensive. The firm's new development background includes project design consulting, pre-construction planning, décor consulting, promotion and full lease-up for **175+ properties totaling over 33,000 units in 60+ cities and 6 states since 1994**. Our objective is to reach full occupancy and maximize the bottom line in the shortest time possible in accordance with the owner's investment parameters. About **75% of our lease-ups have been completed in 9 months or less** and a full **51% have been completed in 6 months or less**. Our services encompass the following:

- ♦ Pre-development
- ♦ Construction stage
- ♦ Stabilized operations
- ♦ Pre-construction
- ♦ Lease-up

AFFORDABLE

Capstone has significant experience with affordable housing units. Currently, Capstone manages affordable communities totaling **over 23,000 units**. This includes the LIHTC Program, the RTC/AHDP Affordable Housing Program, Tax Exempt Bond, HOME, Section 8, Housing Trust Fund (HTF), Walker Program, Section 202 Elderly, Military Rent-Restricted, Public Housing, and more. To better serve its clients, Capstone has a Compliance Department to effectively monitor properties it manages with governmental reporting requirements. We understand the importance of being **"in compliance"** and the process that accompanies it. Capstone is currently **ranked by NAHMA as the nation's 9th largest affordable housing management company, as well as the 7th largest LIHTC manager in the country.**

PROFESSIONAL PERSONNEL DEVELOPMENT

The key to quality client service is motivated and well-trained personnel. The key to quality client service is motivated and well-trained personnel. Our **training department** conducts extensive monthly seminars to each of our regional offices covering:

- ◆ Leasing & Marketing
- ◆ Fair Housing
- ◆ Risk Management
- ◆ Social Media Marketing
- ◆ Internet Leasing
- ◆ Optimizing NOI
- ◆ Accounting Software
- ◆ Resident Retention
- ◆ Performance Evaluation

Our corporate-wide incentive program, “Accelerating Income Monthly” (AIM), rewards on-site staff for increasing the property’s economic occupancy. The program aligns on-site staff, Regional Manager and Owner objectives into one concise statement; increase property income and value.

ACCREDITATIONS

Accredited Management Organization (AMO®), Institute of Real Estate Management (IREM®)
Certified Property Manager (CPM®), Certified Public Accountant (CPA),
Accredited Resident Manager (ARM®), Certified Apartment Manager (CAM®), Certified Occupancy Specialist (COS®), Assisted Housing Professional (AHP), Tax Credit Specialist (TCS)
Housing Credit Certified Professional (HCCP®), National Compliance Professional (NCP)
Certified Professional of Occupancy (CPO), Continuing Certified Credit Compliance Professional (C4P)

LEVERAGED EXPENSE CONTROL

Capstone’s National Accounts has saved our clients millions of dollars by leveraging our portfolio with the industry’s most recognized vendors. We have negotiated highly competitive contracts and volume discounts for the recurring top expenses a community has, such as property insurance, utilities, flooring, maintenance supplies, paint supplies, office supplies, among many more. Our auditing program recaptures expenses such as utility bill overages, residents’ electricity, and through a thorough waste management review. Our clients enjoy the assurance that routine operating expenses are closely monitored and significantly discounted through Capstone’s National Accounts.

- ◆ Volume Purchasing Program
- ◆ Negotiated Service Contracts Software
- ◆ Master Insurance Program
- ◆ Utility Management
- ◆ Operating Revenue Enhancement Programs

EXECUTIVE OFFICERS

Grant Berkey, *Chief Executive Officer*
Matthew C. Lutz, *Executive Vice President*
Tina West, *Chief Operating Officer*

Mike Gettman, *Chief Financial Officer*
Marc Berkey, *Vice President*
Mike Boone, *Vice President*

Steve Roach, *Vice President*
Quintina Willis, *Vice President*

Debbie Wiatrek, *Vice President*
Maggie Lockwood, *Vice President*

Our experience works for you.

CONTACT INFORMATION

Matthew C. Lutz, Executive Vice President

matt.lutz@capstonemanagement.com

210 Barton Springs Road, Suite 300, Austin, Texas 78704

(512) 646-6700 (512) 646-6798 fax

www.capstonemanagement.com



ACCREDITED
MANAGEMENT
ORGANIZATION



CERTIFIED
PROPERTY
MANAGER®



4/27/2020

Susan Watkins, AICP
Housing Coordinator
Planning Department
City of Georgetown
406 W. 8th Street
Georgetown, TX 78626

RE: Multi-Phase Development of Espero Landing and Asperanza Heights

Ms. Watkins,

I am writing this letter to voice my support for KCG Development's City of Georgetown HTC Application for the development of a family and senior multi-phase affordable housing development - Espero Landing (Family tenancy) and Asperanza Heights (Senior tenancy), to be located at 200 Carlson Cv, Georgetown, TX 78626 in Williamson County.

The Boys & Girls Club of Georgetown (BGCGT) is a tax exempt civic organization that serves the community in which the development site is located with a primary purpose of the overall betterment of the community. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need. BGCGT offers critical after school and out of school services for those who need us the most. Over 75% of our members are eligible for the free/reduced lunch program within their respective school district which is an indicator of financial hardship. 50% of our members also live within a single parent household.

It is not uncommon for me, as the Director of the Boys & Girls Club, to hear sad stories of families losing homes due to low family incomes and high housing costs whether that is monthly rent or mortgage payments.

With this in mind, I would be fully supportive of both the aforementioned developments. There is a huge need for affordable housing in our community for both families and seniors alike. The opportunity for families to live in close proximity to their more elderly relatives will provide stability and enhanced community engagement for all residents. If you would like further information on our services and how affordable housing would benefit our clientele, please feel free to contact me using the information below.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel".

Daniel Anstee – Area Director BGCTX
Cell: 512 762 2206



PAUL D. WORKMAN
STATE REPRESENTATIVE
District 47

February 27, 2017

Tim Irvine
Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941


Re: **Letter of Support for Bella Vista, 21101 Boggy Ford Road, Lago Vista, TX 78645
TDHCA Project 17204**

Dear Mr. Irvine:

This letter is to express my **support for the application made by Vista Bella for** the Low Income Housing Tax Credit Program. This proposed development is in House District 47.

Affordable housing in Travis County is a critical issue and this development will provide options to families of moderate income. The Vista Bella project will effectively increase the supply of affordable housing in western Travis County in the fast-growing area around Lago Vista. I ask you to take my support in consideration when reviewing this application.

Sincerely,



Paul D. Workman

Community Organization Support



Travis County Emergency Services District 1

*18300 Park Drive
P.O. Box 5278
Jonestown, Texas 78645*

Business Office: (512) 267-0080 Fire Administration (512) 267-3586 Fax: (512) 267-2105

March 1, 2017

To Whom It May Concern:

Please accept this letter as documentation of Emergency Services District #1 of Travis County's support for the development and construction of the Vista Bella Apartments, TDHCA # 17204, located at 21101 Boggy Ford Rd. Lago Vista, TX. 78645

We are a government entity and provide Fire and Emergency Medical Services for the Lago Vista and North Lake areas we take an active role in supporting the community in various ways including supporting the Fire Wise Program.

In that we are a governmental agency, we are exempt from Taxes.

Sincerely,

A handwritten signature in blue ink, appearing to read "Donnie Norman", is written over a horizontal line.

Donnie Norman
Fire Chief



ROBERT GALLEGOS
HOUSTON COUNCIL MEMBER
DISTRICT I

March 9, 2020

Housing and Community Development Department
601 Sawyer, Suite 400
Houston, TX 77007

Re: **Support for Planned Development of Hapori Heights (DR-17)**

Dear Director McCasland,

I am writing in support of an application submitted by KCG Development, for proposed Hapori Heights. The 140-unit senior housing development is to be located at 0 Almeda Genoa Road (HCAD# 1297850010005) in the Hobby community.

My district encompasses the area where the proposed development site is located, and I believe the surrounding community will benefit from the availability of affordable options. In addition, the site's location is ideal in that it offers immediate access a plethora of community amenities and resources – accessible on foot and via the multiple bus routes nearby. Proximity to Hobby International Airport is an added benefit for working seniors – as the airport is a catalyst for over 27,000+ workforce jobs in the area.

I am happy to support Hapori Heights development for DR-17 senior housing funding. If you have any questions, please call my office at 832-393-3011.

Respectfully,

Robert Gallegos
Houston Council Member
District I





ROBERT GALLEGOS
HOUSTON COUNCIL MEMBER
DISTRICT I

March 9, 2020

Housing and Community Development Department
601 Sawyer, Suite 400
Houston, TX 77007

Re: **Support for Planned Development of The Station at 9150 (DR-17)**

Dear Director McCasland,

I am writing in support of an application submitted by KCG Development, for proposed Station at 9150. The 180-unit multifamily housing development is to be located at 9150 Gulf Freeway in the Hobby community.

My district encompasses the area where the proposed development site is located, and I believe the surrounding community will benefit from the availability of affordable options. In addition, the site location offers immediate access to Hobby International Airport – the catalyst for the 27,000+ workforce (under \$42,000 per year) jobs in the immediate area, per the most recently available Federal data. Multiple bus stops nearby offer access to the City's Public Transit System, which is critical given that within the Houston Hobby submarket, 58.9% of workers are in manufacturing, retail, logistics and warehousing - making the site a prime area for workforce housing.

I am happy to support Station at 9150 development for DR-17 multifamily housing funding. If you have any questions, please call my office at 832-393-3011.

Respectfully,

Robert Gallegos
Houston Council Member
District I



NAPERVILLE EDUCATIONAL IMPACT MODEL - ESPERO LANDING

Unit Size	Grades K-6	Grades 7-9	Grades 10-12
1 Bed	0.003	0.001	0.001
2 Bed	0.128	0.042	0.046
3 Bed	0.357	0.123	0.118

ESPERO LANDING ESTIMATED IMPACT

Unit Size	# Units	Grades K-6	Grades 7-9	Grades 10-12	
1 Bed	71	0.213	0.071	0.071	
2 Bed	103	13.184	4.326	4.738	
3 Bed	32	11.424	3.936	3.776	
TOTALS		25	8	9	42



HOUSING TAX CREDIT RESOLUTION OF SUPPORT REQUEST

Public Outreach

Requirement: 4% New Construction

The applicant must hold two public meetings, one at least three weeks before the City Council consideration. Outreach will consist of letters, signage and ads to residential neighborhoods within ½ mile of the site. An outreach plan must be approved by the Housing Coordinator.

Applicant: KCG Development for Espero Landing & Asperanza Heights

Public Outreach Plan:

- Two public meetings
 - Meetings at the below times:
 - Meeting #1 June 12th at 5PM CST
 - Meeting #2 July 10th at 5PM CST
- Letters
 - KCG will contact residents in the ½ radius of the site via Mail
- Signage
 - Sign posted at site with meeting times and applicant contact information
- Ads
 - KCG will engage the Saddlecreek HOA to have both meeting notices disseminated to residents via an Email Blast and via publication on the HOA Website

Espero Landing & Asperanza Heights

*Proposed Development at Saddlecreek
Additional information*



Impact on Georgetown ISD

- KCG utilized the “Naperville Model” to estimate the impact of new students that would enter GISD from other districts (42 new students).
- The Naperville Model is a widely accepted and utilized formula to estimate these numbers. This is the same formula/model other multi-family developers have used in Georgetown.
- This information was discussed with David Biesheuvel, Executive Director of Construction and Development for GISD → He confirmed that these proposed developments would not have an adverse impact on GISD since a new elementary school would be opening in Fall 2020. 25 of the 42 new students projected would be elementary age.

Partnership with Non-Profit Criteria

- Must be a Housing Finance Corporation (“HFC”), Housing Development Corporation (“HDC”), a Public Facility Corporation (“PFC”) or a Governmental Housing Authority (“HA”)
- The HFC is typically the issuer of the bonds (part of financing for LIHTC developments)
- Structure & Role of Nonprofit
 - Nonprofit is the General Partner of the Owner entity/Partnership
 - Nonprofit owns the fee simple interest in the land, while the Partnership owns all the land improvements
 - The Partnership enters into a Ground Lease with the Nonprofit
 - The Nonprofit has a perpetual interest/ability to purchase the property
 - The Nonprofit has the Right of First Refusal (i.e. first opportunity to purchase the property) after the LIHTC 15 Year Compliance Period ends
- Operational/Development Involvement of Nonprofit
 - If Nonprofit is an HFC/PFC – involved primarily in the financial underwriting and predevelopment/design review process, operations handled primarily by KCG
 - If Nonprofit is a Housing Authority – situationally dependent, with some being involved on the financial review, underwriting and design/predevelopment approvals and others actively taking part in the operation and management of the property
- Texas state statute § 394.905 applies for HFC/PFC with regards to tax exemptions
- Texas state statute § 392.005 applies for HA with regards to tax exemptions

Timeline in Non Profit selection

- Local Municipality approvals as required
- Start formal Site Development Plans and Building Plans
- Initiate all 3rd party reports for site diligence (Market Study, Environmental, Feasibility, etc.)
- Bond Reservation confirmed – dependent on availability of bond funds (known as ‘bond volume’)
 - This depends on the TX Bond Review Board (“TXBRB”) calendar
 - Potentially on or around August 15th, 2020 if bond volume is available
 - Or, TXBRB lottery applications in October 2020 for January 2021 bond reservation depending on winning lottery draw
 - Or, regional collapse of all MF funds by TXBRB March 2021
- ***Confirm Non-Profit selection and participation***
 - ***Typically any partnerships are not established and finalized until Bond Reservation has been awarded***
- Prepare/submit LIHTC application to TDHCA
- Finalize debt and equity financial providers
- ***Initiate Partnership legal formation and documents***
- Site Development Permits and Building Permits
- Closing on all financing
- Start Construction


Georgetown LIHTC properties with Non-Profits and property tax exemptions

- Property tax exemptions are not uncommon for workforce housing LIHTC properties. Of the 14 LIHTC properties in Georgetown, eight (8) have non-profit entities within their organization structure and are property tax exempt
- Stonehaven apartments (158 units) is owned by the Georgetown HA and is also property tax exempt but is not layered with LIHTC

Name	Address	Total Units	Population	WCAD ID	Non-Profit
San Gabriel Senior Village	2101 Railroad	100	Elderly/Senior	R477464	Crossroads HDC
Mariposa at River Bend	121 River Bend	201	Elderly/Senior	R469952	Capitol Area HFC
Cypress Creek at River Bend	120 River Bend	180	General	R469953	Capitol Area HFC
Shady Oaks	501 E. Janis Drive	60	General	R088952	Georgetown HA
The Gateway Northwest	1617 Northwest Blvd.	177	General	R524244	THF HDC
Merritt Heritage	4700 Williams Drive	244	Elderly/Senior	R562487	Crossroads HDC
Oaks at Georgetown	550 W. 22 nd Street	192	General	R044795	Crossroads HDC
Georgetown Place	805 Quail Valley	176	General	R404235	Unknown

Need for property tax exemption

- High cost of land is otherwise prohibitive of Workforce Housing developments
- Rising costs for construction in both labor and materials
- Uncertainty in financial markets due to COVID-19 have resulted in higher interest rates
- Tax credit developments for Workforce Housing generate less income than comparable conventional/market rate apartments
- In exchange for providing much needed workforce housing in Georgetown, we would need the full (100%) property tax exemption of all taxable entities to be financially feasible
- This is similar structure to many other LIHTC properties in Georgetown

The background is a detailed architectural floor plan of a house. It includes rooms labeled 'BEDROOM', 'LIVING ROOM', 'KITCHEN', and 'PORCH'. There are also technical annotations like 'WINDOWS DETAIL', 'DW', 'WINDOW BOX - SEE DETAIL', and various dimensions such as '11'-0"', '8'-6"', and '8'-4"'. A large, dark blue 'KCCG' logo is superimposed over the center of the drawing. A silver compass and a white pencil are positioned at the top of the image, with the pencil pointing towards the right.

KCCG

COMPANIES

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

SUBJECT:

Consideration and possible action to approve a Resolution implementing the **Unified Development Code (UDC) General Amendments List for 2020** -- Sofia Nelson, Planning Director

ITEM SUMMARY:

Background:

In accordance with Section 3.05.020 of the Unified Development Code (UDC), the UDC shall be reviewed on an annual basis. The purpose of the review and amendments process is to establish and maintain sound, stable, and desirable development within the City's jurisdiction, correct errors in the text, or due to changing conditions in the UDC. The list of amendments to be reviewed on an annual basis shall be reviewed and approved by the City Council ("General Amendments List"), after review and consideration by the Planning and Zoning Commission. Every year City Staff revise a list of items in the UDC that need to be replaced or updated due to difficulties with the language or outdated provisions.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission recommended the list as presented by staff and included in the resolution exhibit and also recommended the following items be added to the 2020 UDC general amendments work plan:

- Review of sidewalk exceptions for industrial areas within the ETJ
- Review of residential and commercial landscaping requirements for the purposes of encouraging native and drought resistant landscaping and minimizing water consumption.

FINANCIAL IMPACT:

n/a

SUBMITTED BY:

Sofia Nelson, Planning Director

ATTACHMENTS:

resolution

resolution exhibit a

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PURSUANT TO THE CODE OF ORDINANCES OF GEORGETOWN, TEXAS, RECOMMENDING INITIATION OF THE UNIFIED DEVELOPMENT CODE ANNUAL REVIEW AND AMENDMENT FOR 2020; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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, pursuant to Section 3.05.020 of the Unified Development Code (“UDC”), the UDC shall be reviewed on an annual basis; and

WHEREAS, the City Council established a Unified Development Code 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 Planning and Zoning Commission recommended a list of items warranting review for the year 2020; and

WHEREAS, the City Council shall have final approval of an amendment list identifying those items warranting review.

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

SECTION 1: The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this resolution implements the City of Georgetown 2030 Comprehensive Plan.

SECTION 2: City Council hereby approves the General Amendments List for 2020 attached hereto and incorporated herein as **Exhibit A**.

SECTION 3: The Mayor is hereby authorized to execute, and the City Secretary to attest this Resolution.

SECTION 4: This resolution shall become effective immediately upon adoption.

RESOLVED this 14 day of July 2020.

THE CITY OF GEORGETOWN:

ATTEST:

Dale Ross
Mayor

Robyn Densmore
City Secretary

APPROVED AS TO FORM:

Skye Masson
City Attorney

Exhibit A

<u>General Topic</u>	<u>Amendment Description</u>	<u>UDC Chapter</u>
Sign Ordinance	<ul style="list-style-type: none">• Address legal compliance of the sign requirements.• Review requirements for electronic signage	Chapter 10
Tree Preservation and Landscape Conflicts	<ul style="list-style-type: none">• Improve clarity of the requirements and remove conflicts between the landscaping and tree preservation requirements, and other requirements of the code (i.e. utilities).	Chapter 8
Definition of Group Homes	<ul style="list-style-type: none">• Address legal compliance and enforceability of the requirements	Chapter 16
Street Cross Section	<ul style="list-style-type: none">• Address conflicts with the Fire Code as it relates to minimum pavement width for on-street parking	Chapter 12
Use of Artificial Turf	<ul style="list-style-type: none">• Use of artificial turf in lieu of grass in single-family developments.	Chapter 8