Notice of Meeting of the
Governing Body of the
City of Georgetown, Texas
October 13, 2020

The Georgetown City Council will meet on October 13, 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/94838641608?
pwd=cDVpWnROZUo5QnR4MGVmcSt0SFNsQT09
Webinar ID: 948 3864 1608
Passcode: 208349

Description: City Council Workshop and Regular Meeting for Tuesday, October 13th, 2020.

Or to join by phone dial:
(346)248-7799 OR (253)215-8782 OR (669)900-6833 OR (301)715-8592
OR (312)626-6799 OR (929)205-6099 Toll Free (833)548-0276 OR
(833)548-0282 OR (877)853-5257 OR (888)475-4499
Webinar ID: 948 3864 1608
Passcode: 208349
Citizen comments are accepted in three different formats:

Submit the following form by 12:00 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 September 22, 2020 and Special Meetings held on July 21 and 22, 2020 --
Robyn Densmore, City Secretary

C Consideration and appointment of Council Member Kevin Pitts to fill a vacancy representing Georgetown on the Capital Area Council of Governments -- Mayor Dale Ross

D Consideration and possible action to accept a grant award and revenue in the amount of $106,698.93 for the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding through Williamson County, Texas -- Leigh Wallace, Finance Director

E Consideration and possible action to approve a contract to provide support personnel for the Workday Enterprise Resource Planning system utilizing the Texas Department of Information Resources (DIR) Information Technology Staff Augmentation Contract (IT SAC) with GTS Technology Solutions in the amount of $60,000.00 -- Leigh Wallace, Finance Director

F Consideration and possible action to approve the annual payment for the operation of the county wide radio communications system to Williamson County in the amount of $252,944.00 -- Stan Hohman, Fleet Services Manager

G Consideration and possible action to approve a Resolution adding Nathan Parras, Assistant Finance Director, to the list of approved Financial Officers to conduct business with various banking institutions and to appoint him as a "Representative of the Depositor" -- Leigh Wallace, Finance Director

H Consideration and possible action to approve an annual appropriation of $139,100.00 to Environmental Research Institute, Inc. (ESRI) for software maintenance expenses and consulting services on the ESRI suite of geographic information system software -- Greg Berglund, Asst. IT Director

I Consideration and possible action to approve an annual appropriation of $123,000.00 to Frontier Communications Corp. for telecommunications services and equipment -- Greg Berglund, Asst. IT Director

J Consideration and possible action to approve an annual appropriation of $74,762.00 to Gartner, Inc for Information Technology advisory services and support -- Greg Berglund, Asst. IT Director

K Consideration and possible action to approve an annual appropriation of $415,811.00 to Microsoft for software and services -- Greg Berglund, Asst. IT Director

L Consideration and possible action to approve an annual appropriation of $130,000.00 to Motorola for the WatchGuard digital video evidence system -- Greg Berglund, Asst. IT Director

M Consideration and possible action to approve an annual appropriation of $130,000.00 to the Stewart Organization for managed printer/copier services -- Greg Berglund, Asst. IT Director

N Consideration and possible action to approve an annual appropriation of $54,000.00 to Suddenlink Communications for the annual cost of Internet service provision and dedicated fiber optic cables -- Greg Berglund, Asst. IT Director

O Consideration and possible action to approve an annual appropriation of $90,000.00 to Tyler Technologies for IT software maintenance expenses for the Incode software system (Financial, Court and Utility Billing software) -- Greg Berglund, Asst. IT Director

P Consideration and possible action to approve an annual appropriation of $55,000.00 to Verizon for Verizon Connect fleet tracking system -- Greg Berglund, Asst. IT Director

Q Consideration and possible action to approve an annual appropriation of $620,000.00 to Workday, Inc for annual software subscription fees on the Workday enterprise resource planning software -- Chris Bryce, IT Director

R Consideration and possible action to approve a Resolution authorizing the release and abandonment of a portion of a Public Utility Easement reserved by the City of Georgetown across Block C, Clamp's Addition, in Volume 334, Page 494 of the Official Public Records of Williamson County Texas, to Bradley and Pamela Helgerson; and, authorizing the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager

S Consideration and possible action to approve a Resolution authorizing the release and
abandonment of a Public Utility Easement across Lot 1, Zymac Group Subdivision to Zymac Group; and, authorizing the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager

T Consideration and possible action to approve a Resolution authorizing issuance of a license for the encroachment of a trailer into the right of way of Aviation Drive to MW Builders -- Travis Baird, Real Estate Services Manager

U Consideration and possible action to approve a fifth amendment to the contract for Solid Waste, Recycling, Yard Trimming and Bulky Waste Collection, Disposal and Processing Services with Texas Disposal Systems amending the rate schedule effective November 1, 2020 -- Ray Miller, Acting Director Public Works and Teresa Chapman, Environmental Services

V Consideration and possible action to approve a mural easement agreement with GT Monument 2, L.P. for a portion of Block 28, Lots 1-8 Amended to the City of Georgetown, and located at 206 West 6th Street #115, for the placement of public art -- Amanda Still, Arts and Culture Coordinator and Eric P. Lashley, Library Director

W Consideration and possible action to approve a Funding Memorandum of Understanding with Bernhard Manley, Inc, a Texas corporation d/b/a Wag Heaven (“Wag Heaven”) for the placement of public art at 206 West 6th Street #115 -- Amanda Still, Arts and Culture Coordinator and Eric P. Lashley, Library Director

X Forwarded from the Library Advisory Board:
Consideration and possible action to authorize library staff to purchase library materials from Ingram, Inc. in a total amount not to exceed $270,000.00 for fiscal year 2020-2021 -- Eric Lashley, Library Services Director

Y Forwarded from the Georgetown Electric Utility Board:
Discussion and possible action to approve a 3rd Renewal with Wesco Distribution, Inc. to provide Honeywell electric meters and related items for the Advanced Metering Infrastructure system in an amount not to exceed $420,000.00 and to ratify $35,700.00 of previous expenditures for similar purchases from Wesco Distribution on Contract No.17-0074-GC -- Michael Maldonado Metering Services Manager and Leticia Zavala-Jones, Customer Care Director

Z Forwarded from the Georgetown Water Utility Advisory Board:
Consideration and possible action to approve renewal no. 4 of contract no. SCON-2000171 with Brenntag Southwst, Inc. for purchase and delivery of various chemicals for Water and Wastewater treatment, not to exceed $379,026.83 -- Mike Welch, Treatment and Regulatory Manager.

AA Forwarded from the Georgetown Water Utility Advisory Board:
Consideration and possible action to approve renewal #2 of contract number 18-0039-GC with Brenntag Southwst, Inc. for purchase and delivery of sodium hypochlorite for Water and Wastewater treatment, in the amount of $309,931.50 -- Mike Welch, Treatment and Regulatory Manager

Legislative Regular Agenda

AB First Reading of an Ordinance amending Section 13.04, Article II related to water rates, amending section 13.04.120 of the rates and charges water schedule -- Leticia Zavala-Jones, Customer Care Director

AC First Reading of an Ordinance amending Section 13.04, Article III related to sewer rates, amending Section 13.04.140 of the rates and charges sewer schedule -- Leticia Zavala-Jones, Customer Care Director


AE First Reading of an Ordinance removing Chapter 12.08 "Street Excavations" of the Code of Ordinances and adding Chapter 12.08 "Work within Public Rights of Way" which relates
to the regulation of activities within public rights-of-way within the City of Georgetown -- Ray Miller, Director Public Works

AF Public Hearing and First Reading of an Ordinance to grant an exemption of certain fees for permits required for work performed on eligible projects by Habitat for Humanity of Williamson County in their administration of the Home Repair Program for the City of Georgetown -- Susan Watkins, AICP, Housing Coordinator

AG Public Hearing and First Reading of an Ordinance for a Zoning Map Amendment to rezone approximately 2.985 acres consisting of Lot 1, Inner Visions Corporate Center, from the Agriculture (AG) and Industrial (IN) zoning districts to the General Commercial (C-3) zoning district for the property generally located at 275 SE Inner Loop -- Sofia Nelson, CNU-A, Planning Director

AH Public Hearing and First Reading of an Ordinance for a Zoning Map Amendment to rezone approximately 1.0 acre out of the Woodruff Stubblefield Survey, Abstract No. 556, from the Agriculture (AG) zoning district to the Manufactured Housing (MH) zoning district for the property located at 4270 E. University -- Sofia Nelson, Planning Director

AI Public Hearing and First Reading of an Ordinance for the voluntary annexation of an approximate 25.435-acre tract of land out of the Frederick Foy Survey, Abstract No. 229, the same being the Sun City Georgetown Neighborhood Ten-E Subdivision, and a 0.402 acre portion of CR 245, a right-of-way of varying width of record described to Williamson County, with an initial zoning designation of Planned Unit Development (PUD) with a base district of Residential Single-Family (RS), for the property generally located at 700 CR 245 -- Sofia Nelson, CNU-A, Planning Director

AJ Consideration and possible action to approve three funding agreements between the City of Georgetown and Habitat for Humanity of Williamson County for the administration of the City's Home Repair Program, in a total amount not to exceed $55,000.00 -- Susan Watkins, Housing Coordinator and James Foutz, Marketing and Conservation Manager

AK Consideration and possible action to approve a Municipal Services Agreement with Aaker Acres, LLC, for the provision of municipal services to an approximately 35.298-acre tract of land out of the F. Hudson Survey, Abstract No. 295, and a 0.902-acre portion of Rabbit Hill Road, a variable width roadway, generally located at 1051 Rabbit Hill Rd -- Nat Waggoner, PMP, AICP, Long Range Planning Manager

AL Consideration and possible action to approve a Municipal Services Agreement with Serenada Capital LP, for the provision of municipal services to a 6.478 acre tract of land located in the David Wright Survey, Abstract 13, Being all of Lots 13 and 15, Serenada Country Estates Unit One Subdivision, generally located at 109 and 111 Serenada Drive and the adjacent right of way -- Sofia Nelson, CNU-A, Planning Director

AM Consideration and possible action to approve the “Texas Water Code Section 13.248 Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement,” between the City of Georgetown and Kempner Water Supply Corporation (“Kempner WSC”) relating to the transfer of approximately 7,617.6 acres (approximately 12 square miles) located in Bell County from Georgetown’s Water Certificate of Convenience and Necessity (“CCN”) to Kempner WSC’s Water CCN -- Chelsea Solomon, Control Center Manager

Public Wishing to Address Council

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

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

AN 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.

AO **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

**Sec. 551.072: Deliberations about Real Property**
- Riverhaven -- Travis Baird, Real Estate Services Manager

**Sec. 551.086: Certain Public Power Utilities: Competitive Matters**
- Purchased Power Update

**Sec. 551.087: Deliberations Regarding Economic Development**
- Project LTI
- Project Door
- Rivery TIRZ

**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
SUBJECT:
Consideration and possible action to approve the minutes of the Workshop and Regular Meetings held on September 22, 2020 and Special Meetings held on July 21 and 22, 2020 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary
SUBJECT:
Consideration and appointment of Council Member Kevin Pitts to fill a vacancy representing Georgetown on the Capital Area Council of Governments -- Mayor Dale Ross

ITEM SUMMARY:
CAPCOG's General Assembly serves as the organization's governing body for purposes of selecting the Executive Committee, adopting operational bylaws and budgets, determining membership dues, and guiding the organization's mission. General Assembly membership is comprised of local representatives from each member jurisdiction in the ten-county region. According to the Council's bylaws, full members are entitled to appoint at least one representative and additional representatives based on their population. Georgetown qualifies for three representatives. The current representatives are City Manager David Morgan, Councilmember Rachael Jonrowe and a vacancy, which was filled by Councilwoman Valerie Nicholson. Mr. Pitts has agreed to serve in this capacity if appointed.

FINANCIAL IMPACT:

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SUBMITTED BY:
Karen Frost for Mayor Ross
SUBJECT:
Consideration and possible action to accept a grant award and revenue in the amount of $106,698.93 for the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding through Williamson County, Texas -- Leigh Wallace, Finance Director

ITEM SUMMARY:
On June 9, 2020, Council authorized staff to apply for grant funding to reimburse unplanned expenses related to the COVID-19 pandemic according to the Governor’s direction for cities within counties with populations of 500,000.

Williamson County’s process is to reimburse eligible expense to cities in phases, starting in July 2020 and ending in December 2020. The Commissioner’s Court discussed and approved the plan at their meeting on June 2, 2020.

To date, staff has submitted two packets of expenses for reimbursement to Williamson County. These packets included expenses for personnel protective equipment, enhanced disinfection services, and various other COVID-19 pandemic related supplies and services. The submissions totaled $43,212.50 and $64,788.14, and were for the time period March 1, 2020 through May 31, 2020.

Williamson County did not allow $1,301.71 of expenses, including expenses for employee childcare and supplies for employee quarantine sites, because these expenses were for items that could have been purchased under the parameters of the City's existing budget regardless of the pandemic disaster declaration and response. Therefore, the total reimbursement revenue to accept on this action item is $106,698.93. These revenues will be deposited in the following funds consistent with where they were originally spent: General, Facilities, Joint Service, Airport, Electric, and Water.

In the future, staff project a third submission to cover payroll expenses related to COVID for the period March 1 through August 31, 2020, totaling approximately $17,500. A fourth submission will cover supplies and services from June 1 through August 31, 2020, totaling approximately $38,500.

FINANCIAL IMPACT:
There is no match requirement for this grant. Staff projected $120,000 of grant revenue in FY2020.

SUBMITTED BY:
Danella Elliott
SUBJECT:
Consideration and possible action to approve a contract to provide support personnel for the Workday Enterprise Resource Planning system utilizing the Texas Department of Information Resources (DIR) Information Technology Staff Augmentation Contract (ITSAC) with GTS Technology Solutions in the amount of $60,000.00 -- Leigh Wallace, Finance Director

ITEM SUMMARY:
The Workday Project team has successfully gone live on Phases I and II of the system. The live functionality includes core Human Capital Management and Finance modules such as: recruitment, absence, timekeeping, payroll, benefits, performance management, cash collections, procurement, accounts payable, projects, credit cards, etc. The three full-time system analysts hired to support the Workday system are fully engaged in supporting the system, but it is clear that some outside support and expertise is necessary to maximize system functionality. A post-implementation support contract was executed for $37,000 in January of 2020 to supplement the staff in key areas such as optimizing business process approval flows and writing reports. Staff desire to retain this contract to continue to utilize outside expertise to assist in making full and effective use of Workday.

The staffing services will be utilized for a 12 month engagement while the City continues to implement Phase III, the budget planning module. This phase is expected to go live in January 2021. Additionally, Finance staff are going through the first fiscal year end and external audit process with the system. Staff augmentation support allows City staff to focus on key areas of competence while contractors assist with tasks that require expert level training and practice.

This flexible support contract allows the City to work with the recruitment firm to find the precise skills needed, and to arrange for work within set number of hours. Additionally, the hourly rates are competitive for the services offered. Candidate resumes are submitted from GTS that has a contract with DIR. Interviews are scheduled and background checks performed. If a candidate is not successful, GTS is required to provide alternatives.

When the final phase III has completed implementation, the Project Team will re-evaluate the strategy for ongoing system support contracts.

FINANCIAL IMPACT:
Total cost of the staffing services for 12 months is estimated at $60,000. This estimate is provided based on approximately 500 hours. Actual working time will exclude city holidays. Hours worked will be reported and monitored on a weekly basis and approved by the City staff before they can be billed.

Funding is available in the Workday Project budget contingency, which will roll forward into FY2021. Funding is also available in the FY2021 budget approved by Council, which included $60,000 for annual Workday support in the IT Fund.

SUBMITTED BY:
Danella Elliott

ATTACHMENTS:
Texas DIR Contract "DIR-TSO-4526"
GTS Tech Solutions Quote - Bus Analyst Level 2
GTS Tech Solutions Quote - Data Analyst/Report Writer Level 3
STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR SERVICES
GTS Technology Solutions, Inc.

1 Introduction

A. Parties

This Contract for Information Technology Staff Augmentation services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and GTS Technology Solutions, Inc., (hereinafter “Successful Respondent”), with its principal place of business at 9211 Waterford Centre Blvd., Suite 275, Austin, Texas, 78758.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-445, on April 8, 2020, for Information Technology Staff Augmentation Contract (ITSAC) services. Upon execution of this Contract, a notice of award for DIR-CPO-TMP-445 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows:

   i. this Contract;
   ii. Appendix A, Standard Terms and Conditions;
   iii. Appendix B, Successful Respondent’s Historically Underutilized Businesses Subcontracting Plan;
   iv. Appendix C, ITSAC Not-to-Exceed Rates;
   v. Appendix D, ITSAC Titles and Descriptions
   vi. Exhibit 1, Successful Respondent’s Response to RFO DIR-CPO-TMP-445, including all Addenda;
   vii. and Exhibit 2, RFO DIR-CPO-TMP-445, including all Addenda;

are incorporated by reference and constitute the entire agreement between DIR and Successful Respondent governing purchase transactions. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then
Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2 Term of Contract

The initial term of this Contract shall be two (2) years commencing on the later of October 1, 2020 or the last date of approval by DIR and Successful Respondent and ending on August 31, 2022, with two (2) optional one-year renewals. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party sixty (60) days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

3 Option to Extend

The Successful Respondent agrees that DIR may require continued performance, not including termination assistance, beyond the initial or any renewal Contract term, of any of the within described services at the rates specified in the Contract. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed four (4) calendar months. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 Service Offerings

Services available under this Contract are limited to information technology staff augmentation services as specified in Appendix C, ITSAC Not-to-Exceed Rates.

5 Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Standard Contract Terms and Conditions, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as limited by Appendix C, ITSAC Not-to-Exceed Rates, and shall include the DIR Administrative Fee.

6 DIR Administrative Fee

A) The administrative fee to be paid by the Successful Respondent to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one percent (1.00%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $1,000.00.
B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Successful Respondent without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

7 Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Hershel Becker, CTCM or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: hershel.becker@dir.texas.gov

If sent to the Successful Respondent:

Tracie Simental
GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd., Suite 275
Austin, Texas 78758
Phone: (512) 681-6276
Facsimile: (512) 452-0691
Email: GTSStaffing@gts-ts.com

8 Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Successful Respondent.
DIR Contract No. DIR-CPO-4526

GTS Technology Solutions, Inc. Contract No. ________________

This Contract is executed to be effective as of the date of last signature.

SUCCESSFUL RESPONDENT NAME

Authorized By: Britta Butler

Name: Britta Butler

Title: Vice President of Sales

Date: 10/1/2020 | 12:31 PM CDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Hershel Becker

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 10/1/2020 | 5:24 PM CDT

Office of General Counsel: Mark Howard
Staff Augmentation Proposal

Date: 10/2/2020

Customer: City of Georgetown
Contact: Laura Maloy – Assistant Director of HR
Contact Email: laura.maloy@georgetown.org
Contact Phone: (512) 930-7233

DIR Contract#: DIR-CP0-4526

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Working Title: Workday HCM HRIS Administrator

Type: Contract, part-time est. 15 hours per week

Job Description: Assist City of Georgetown with Workday HCM post go-live and implementation support.

Requirements:

- Relevant in-depth Workday post go-live and implementation experience specific to Workday HCM
- Experience participating in the support, review, testing, and configuration around recruitment/onboarding, talent/performance evaluations, absence, time tracking, and payroll, including reports, questionnaires, business processes and analysis, and EIDS
- Must possess exceptional communication skills and the ability to work independently

Jenny Kertsos
Account Executive, Staffing

CELL 540.847.2996  FAX 512.452.0691
Jenny.Kertsos@gts-ts.com
Date: 10/2/2020

Customer: City of Georgetown  
Contact: Leigh Wallace  
Contact Email: leigh.wallace@georgetown.org  
Contact Phone: (512) 930-3677

DIR Contract#: DIR-CPO-4526

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Total: $29,946.00

Working Title: Senior Workday Financial Report Writer

Type: Contract, part-time est. 10 hours per week

Job Description: Assist the City of Georgetown’s Finance Department with finance and payroll reporting practices from the Workday platform and make recommendations for a standard operating model around data and reporting. The Workday Report Writer will be responsible for data quality and continuous improvement and usefulness of Workday data. This role will engage and work closely with the City of Georgetown team and help with knowledge transfer and training.

Requirements:

- In-depth Workday post go-live and implementation experience specific to Workday Financials and participating in the support, review, testing and business process configuration around Workday Financials reports/report writing
- Examples of immediate reporting needs include report writing and mapping calculated fields on the backend, income statements such as budget, actuals, etc., balance sheet reporting, and more
- Ability to present and articulate data and insights to both users and senior stakeholders
Staff Augmentation Proposal

- Strong analytical, technical, and problem-solving skills
- Strong attention to detail and accuracy
- Ability to handle time sensitive matters with tact and diplomacy
- Must possess exceptional verbal and written communication skills, and ability to work independently
- Proven ability to effectively organize, prioritize, and handle multiple assignments simultaneously

Jenny Kertsos
Account Executive, Staffing

CELL 540.847.2996  FAX 512.452.0691
Jenny.Kertsos@gts-ts.com
SUBJECT:
Consideration and possible action to approve the **annual payment** for the operation of the **county wide radio communications system** to **Williamson County** in the amount of **$252,944.00** -- Stan Hohman, Fleet Services Manager

ITEM SUMMARY:
In February 2008, the City Council approved entering into an interlocal agreement with Williamson County for the establishment, operation and maintenance of the Williamson County Radio Communications System. This agreement dissolved the old CWICS group which consisted of Williamson County, Georgetown, Round Rock, Cedar Park and Hutto, and established a Williamson County Radio Communication System. The agreement created an organizational and management structure for on-going administration, operation and maintenance of the system; and creates a budget process, strategic planning/budget forecasting process, as well as allocation of costs associated with operating, maintaining and upgrading the system. In accordance with the agreement, Williamson County bills the City quarterly for operations and maintenance at a cost of $28.18 per radio per month. The City currently has 748 radios on the system.

In 2019/20 the annual cost was $219,804 based upon the rate of $28.18 per radio per month.

FINANCIAL IMPACT:
Total amount of the City’s portion of the Williamson County RSC for fiscal year 2020/21 is $252,944 based upon the rate of $28.18 per radio per month for 748 City of Georgetown radios. $275,000.00 was budgeted in the Fleet Services fund.

SUBMITTED BY:
Danella Elliott
SUBJECT:
Consideration and possible action to approve a Resolution adding Nathan Parras, Assistant Finance Director, to the list of approved Financial Officers to conduct business with various banking institutions and to appoint him as a “Representative of the Depositor” -- Leigh Wallace, Finance Director

ITEM SUMMARY:
This resolution authorizes Nathan Parras to be a Representative of the Depositor and are hereby authorized to open accounts, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the purpose of conducting non-primary bank depository services. This resolution will also serve as an Incumbency Certificate for those institutions requiring it. Any action taken will be in accordance with the City’s Investment Policy.

The complete list of Authorized Representatives following this resolution will be as follows:

Authorized Representatives:
Leigh Wallace, Finance Director
Nathan Parras, Assistant Finance Director
Elaine Wilson, Assistant Finance Director
Karrie Pursley, Treasurer
Christi Rawls, Assistant Controller
Cresta Lyons, Accounting Specialist Supervisor

Staff recommends updating this authorization at least bi-annually to update the banking entities with which the City is doing business.

FINANCIAL IMPACT:
.

SUBMITTED BY:
Danella Elliott

ATTACHMENTS:

Resolution
Texpool Resolution Amending Authorized Reps
RESOLUTION NO. _____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS TO AUTHORIZE REPRESENTATIVES TO CONDUCT BUSINESS FOR NON-PRIMARY DEPOSITORY INSTITUTION SERVICES INCLUDING, BUT NOT LIMITED TO: J.P. MORGAN CHASE & CO., TEXPOOL PARTICIPANT SERVICES, TEXSTAR, TEXASTERM/TEXAS DAILY, BANK OZK, COMERICA BANK N.A., EAST WEST BANK, INDEPENDENT BANK, LUBBOCK NATIONAL BANK, NEXBANK, ORIGIN BANK, PROSPERITY BANK, RBANK TEXAS, SOUTHSIDE BANK, & VERITEX BANK.

WHEREAS, the City of Georgetown (the “Depositor”) is a local government of the State of Texas and is hereby empowered to conduct business with J.P. Morgan Chase & Co., TexPool Participants Services, TexSTAR, TexasTERM/TexasDAILY, Bank OZK, Comerica Bank N.A., East West Bank, Independent Bank, Lubbock National Bank, Nexbank, Origin Bank, Prosperity Bank, RBank Texas, Southside Bank, & Veritex Bank for non-primary bank depository services; and

WHEREAS, the City of Georgetown (the “Depositor”) is also empowered to conduct business with other banking institutions as required for non-primary bank depository services;

NOW THEREFORE BE IT RESOLVED THAT:

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

SECTION TWO. The individuals, whose names appear below, are Representatives of the Depositor and are each hereby authorized to open accounts, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the purpose of conducting non-primary bank depository services at institutions necessary to conduct City business.

Authorized Representatives are listed below:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leigh Wallace</td>
<td>Finance Director</td>
</tr>
<tr>
<td>Elaine Wilson</td>
<td>Assistant Finance Director</td>
</tr>
<tr>
<td>Nathan Parras</td>
<td>Assistant Finance Director</td>
</tr>
<tr>
<td>Karrie Pursley</td>
<td>Treasurer</td>
</tr>
<tr>
<td>Christi Rawls</td>
<td>Assistant Controller</td>
</tr>
<tr>
<td>Cresta Lyons</td>
<td>Accounting Specialist Supervisor</td>
</tr>
</tbody>
</table>

Resolution Number:__________________

Description: Banking Authorization Resolution
Date Approved: October 13, 2020
SECTION THREE. An Authorized Representative of the Depositor may be added or deleted by a written instrument signed by at least one of the named Authorized Representatives.

SECTION FOUR. Specific authorization forms previously approved by Council for TexPool are still in effect to meet those banks individual requirements.

SECTION FIVE. This Resolution and its authorization shall continue in full force and effect until amended or revoked by the Depositor.

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

SECTION SEVEN. This Resolution shall become effective upon its adoption.

PASSED AND APPROVED on the 13th day of October, 2020.

ATTEST: CITY OF GEORGETOWN, TEXAS

_________________________________ By: _____________________________
Robyn Densmore Dale Ross
City Secretary Mayor

APPROVED AS TO FORM:

_________________________________
Skye Masson
City Attorney
Resolution Amending Authorized Representatives

Please use this form to amend or designate Authorized Representatives.
This document supersedes all prior Authorized Representative forms.

* Required Fields

1. Resolution

WHEREAS,

City of Georgetown, Texas

Participant Name* 7 8 3 9 7

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant’s TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and

C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Nathan Parras
   Name
   Assistant Finance Director-Budget
   Title
   512-819-3123 / 512-930-0400 (fax) / nathan.parras@georgetown.org
   Phone/Fax/Email
   Signature

2. Leigh Wallace
   Name
   Finance Director
   Title
   512-930-3677 / 512-930-0400 (fax) / leigh.wallace@georgetown.org
   Phone/Fax/Email
   Signature

FORM CONTINUES ON NEXT PAGE
1. Resolution (continued)

<table>
<thead>
<tr>
<th>3.</th>
<th>Karrie Pursley</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Treasurer</td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Phone/Fax/Email</td>
<td>512-930-6515 / 512-930-0400 / <a href="mailto:karrie.pursley@georgetown.org">karrie.pursley@georgetown.org</a></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4.</th>
<th>Elaine Wilson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Assistant Finance Director-Accounting</td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Phone/Fax/Email</td>
<td>512-931-7702 / 512-930-0400 / <a href="mailto:elaine.wilson@georgetown.org">elaine.wilson@georgetown.org</a></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
</tbody>
</table>

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

**Karrie Pursley**

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

**Karina Ruiz**

Name

**Senior Accounting Specialist**

Title

Phone/Fax/Email

512-930-2562/ karina.ruiz@georgetown.org

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 13 day October 20, 20__.

**Note:** Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

City of Georgetown, Texas

Name of Participant*

<table>
<thead>
<tr>
<th>SIGNED</th>
<th>ATTEST</th>
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<tbody>
<tr>
<td>Signature*</td>
<td>Signature*</td>
</tr>
<tr>
<td>Dale Ross</td>
<td>Robyn Densmore</td>
</tr>
<tr>
<td>Printed Name*</td>
<td>Printed Name*</td>
</tr>
<tr>
<td>Mayor</td>
<td>City Secretary</td>
</tr>
<tr>
<td>Title*</td>
<td>Title*</td>
</tr>
</tbody>
</table>

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1400
Houston, TX 77002

**ORIGINAl SIGNATURE AND DOCUMENT REQUIRED**

TexPool Participant Services
1001 Texas Avenue, Suite 1400 • Houston, TX 77002
Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • www.texpool.com

Page 24 of 466
SUBJECT:
Consideration and possible action to approve an annual appropriation of $139,100.00 to Environmental Research Institute, Inc. (ESRI) for software maintenance expenses and consulting services on the ESRI suite of geographic information system software -- Greg Berglund, Asst. IT Director

ITEM SUMMARY:
This item is one of several annual technology maintenance appropriations that are submitted for advanced approval at the beginning of each fiscal year so that invoices may be paid in a timely manner when they are received.

ESRI provides all of the City’s geographic information system (GIS) software including the ArcGIS suite of server, desktop and Cloud based GIS software. GIS is used by most departments in the City for mapping and spatial data management. This appropriation includes funding for two ESRI items paid annually by the City: the ESRI Small Municipal and County Government EA Program ($50,000.00), and the ESRI Enterprise Advantage Program ($89,100.00).

The ESRI Small Municipal and County Government EA Program is ESRI’s software site licensing program. It saves the City significantly on software licensing costs because it allows unlimited installation of the software for City purposes. The program also provides software updates, fixes, and support. ESRI’s maintenance costs under this program are based on the City’s population.

The Enterprise Advantage program, first purchased in 2016 by the City's Utility Business Systems department, provides consulting and training to support key GIS services including GIS integrations, platform upgrades, system architecture, and strategic planning.

FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $139,100.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services. This purchase qualifies as a proprietary exception as it is maintenance on a previously purchased product. ESRI is also a sole source vendor for maintenance on ArcGIS products.

SUBMITTED BY:
Greg Berglund

ATTACHMENTS:

ESRI Cover Sheet
SUBJECT:

Consideration and possible action to approve an annual appropriation of $139,100.00 to Environmental Research Institute, Inc. (ESRI) for software maintenance expenses and consulting services on the ESRI suite of geographic information system software. Greg Berglund, Asst. IT Director

ITEM SUMMARY/SPECIAL CONSIDERATIONS:

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COMMENTS: None

ATTACHMENTS: None
SUBJECT:
Consideration and possible action to approve an annual appropriation of $123,000.00 to Frontier Communications Corp. for telecommunications services and equipment -- Greg Berglund, Asst. IT Director

ITEM SUMMARY:
This item is one of several annual technology maintenance appropriations that are submitted for advanced approval at the beginning of each fiscal year so that invoices may be paid in a timely manner when they are received.

Frontier provides all the telecommunications services and equipment required for the City of Georgetown's telephone system. This service includes over 100 digital phone channels that handle all incoming and outgoing calls. Also included is the Internet capacity required for digital phone services, 750 phone numbers, and 10,000 minutes of long-distance calling.

Frontier also provides a back-up Internet connection for the City's public safety radio system that connects to the City of Austin's primary communications center.

A 36-month contract was signed in 2018 for services with Frontier. The contract expires in 2021.

FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $123,000.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services. The purchase qualifies as a proprietary exception because it is a renewal of maintenance on a previously purchased product.

SUBMITTED BY:
Greg Berglund

ATTACHMENTS:

Frontier Cover Sheet
AGENDA ITEM COVER SHEET

SUBJECT:
Consideration and possible action to approve an annual appropriation of $123,000.00 to Frontier Communications Corp. for telecommunications services and equipment. Greg Berglund, Asst. IT Director

ITEM SUMMARY/SPECIAL CONSIDERATIONS:

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All items were budgeted during the FY 2021 budget process. Expenses in the amount of $123,000.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services. The purchase qualifies as a proprietary exception because it is a renewal of maintenance on a previously purchased product.

COMMENTS:

ATTACHMENTS:

None
SUBJECT:
Consideration and possible action to approve an annual appropriation of $74,762.00 to Gartner, Inc for Information Technology advisory services and support -- Greg Berglund, Asst. IT Director

ITEM SUMMARY:
This item is one of several annual technology maintenance appropriations that are submitted for advanced approval at the beginning of each fiscal year so that invoices may be paid in a timely manner when they are received.

The City of Georgetown utilizes the services of Gartner, Inc. for strategic and technical guidance in managing the City’s growing and increasingly complex technology portfolio. Gartner is generally considered the world leader in providing comprehensive IT advisory services. They are able to assist in virtually all areas of Information Technology management by providing consultations with subject matter experts, directly assisting with technology selection, and by providing access to the company’s extensive technology library. In recent years, Gartner has been leveraged to significantly reduce the costs and risks of the large technology contracts entered into by the City as it replaces its aging portfolio of enterprise software applications.

Gartner’s services are purchased in accordance with contract terms set by the State of Texas’ Department of Information Resources contract number: DIR-TSO-4099.

FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $74,762.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services.

SUBMITTED BY:
Greg Berglund

ATTACHMENTS:

Gartner Cover Sheet
SUBJECT:
Consideration and possible action to approve an annual appropriation of $74,762.00 to Gartner, Inc for Information Technology advisory services and support. Greg Berglund, Asst. IT Director

ITEM SUMMARY/SPECIAL CONSIDERATIONS:
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FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $74,762.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services.

COMMENTS:
None

ATTACHMENTS:
None
SUBJECT:
Consideration and possible action to approve an annual appropriation of $415,811.00 to Microsoft for software and services -- Greg Berglund, Asst. IT Director

ITEM SUMMARY:
This item is one of several annual technology maintenance appropriations that are submitted for advanced approval at the beginning of each fiscal year so that invoices may be paid in a timely manner when they are received.

In September of 2020, the City Council approved a three-year renewal of the Enterprise Agreement with Microsoft to provide Microsoft branded software and services. This appropriation is the first annual installment of this contract. Year two and three require installments of $356,718.00.

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

The City has standardized on the use of Microsoft products. With Microsoft 365 services, City staff rely on products to run all computers, desktops, and servers. Microsoft operating systems and software power every desktop, laptop, and server on our computer networks. Staff working for the City rely heavily on Microsoft Office, hosted Email (Outlook), Microsoft Teams, and SharePoint Online. These tools enhance communication, collaboration and scale seamlessly with growth while providing the top enterprise grade collaboration tools.

FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $415,811.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services. The purchase qualifies as a proprietary exception because it is a renewal of maintenance on a previously purchased product.

SUBMITTED BY:
Greg Berglund

ATTACHMENTS:

Microsoft Cover Sheet
SUBJECT:
Consideration and possible action to approve an annual appropriation of $415,811.00 to Microsoft for software and services. Greg Berglund, Asst. IT Director

ITEM SUMMARY/SPECIAL CONSIDERATIONS:
This item is one of several annual technology maintenance appropriations that are submitted for advanced approval at the beginning of each fiscal year so that invoices may be paid in a timely manner when they are received.

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The City has standardized on the use of Microsoft products. With Microsoft 365 services, City staff rely on products to run all computers, desktops, and servers. Microsoft operating systems and software power every desktop, laptop, and server on our computer networks. Staff working for the City rely heavily on Microsoft Office, hosted Email (Outlook), Microsoft Teams, and SharePoint Online. These tools enhance communication, collaboration and scale seamlessly with growth while providing the top enterprise grade collaboration tools.

FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $415,811.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services. The purchase qualifies as a proprietary exception because it is a renewal of maintenance on a previously purchased product.

COMMENTS:
None

ATTACHMENTS:
None
SUBJECT:
Consideration and possible action to approve an annual appropriation of $130,000.00 to Motorola for the WatchGuard digital video evidence system -- Greg Berglund, Asst. IT Director

ITEM SUMMARY:
This item is one of several annual technology maintenance appropriations that are submitted for advanced approval at the beginning of each fiscal year so that invoices may be paid in a timely manner when they are received.

WatchGuard is the digital video evidence management solution utilized by the City of Georgetown Police Department. The includes in-car dash cameras, body worn cameras, and interview room cameras. The system was implemented in Spring of 2020.

There are two components to the system:

- The WatchGuard primary system includes hardware and software such as cameras, docking stations for the cameras, wi-fi access points, and servers needed to offload the videos.

- WatchGuard Cloud is a Cloud based digital storage solution that enables the video files captured to be stored on a secure, redundant cloud platform with easy access for retrieval and video management. It is used as “cold” storage for video files that need to remain on file for legal retention requirements, but that do not need to be access frequently City staff.

The WatchGuard system is purchased under Texas Dept. of Information Resources contract DIR-TSO-4163.

FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $130,000.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services. The purchase qualifies as a proprietary exception because it is a renewal of maintenance on a previously purchased product.

SUBMITTED BY:
Greg Berglund

ATTACHMENTS:
Motorola Cover Sheet
SUBJECT:
Consideration and possible action to approve an annual appropriation of $130,000.00 to Motorola for the WatchGuard digital video evidence system. Greg Berglund, Asst. IT Director

ITEM SUMMARY/SPECIAL CONSIDERATIONS:
This item is one of several annual technology maintenance appropriations that are submitted for advanced approval at the beginning of each fiscal year so that invoices may be paid in a timely manner when they are received.

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FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $130,000.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services. The purchase qualifies as a proprietary exception because it is a renewal of maintenance on a previously purchased product.

COMMENTS: None

ATTACHMENTS: None
SUBJECT:
Consideration and possible action to approve an annual appropriation of $130,000.00 to the Stewart Organization for managed printer/copier services -- Greg Berglund, Asst. IT Director

ITEM SUMMARY:
This item is one of several annual technology maintenance appropriations that are submitted for advanced approval at the beginning of each fiscal year so that invoices may be paid in a timely manner when they are received.

The Stewart Organization manages the City of Georgetown's printer and copier fleet. This includes the provision of all printers and copiers, hardware maintenance, and printing supplies (except paper). The contract with Stewart was approved by City Council in 2017 after a competitive bidding process with other vendors. Since the contract was implemented, the services provided by the Stewart Organization have been highly satisfactory, with no price increases.

FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $130,000.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services. The Stewart Organization provides services as a subcontractor under several Texas Department of Information Resources contracts with printer/copier manufacturers.

SUBMITTED BY:
Greg Berglund

ATTACHMENTS:

Stewart Cover Sheet
SUBJECT:
Consideration and possible action to approve an annual appropriation of $130,000.00 to the Stewart Organization for managed printer/copier services.  Greg Berglund, Asst. IT Director

ITEM SUMMARY/SPECIAL CONSIDERATIONS:
This item is one of several annual technology maintenance appropriations that are submitted for advanced approval at the beginning of each fiscal year so that invoices may be paid in a timely manner when they are received.

The Stewart Organization manages the City of Georgetown’s printer and copier fleet. This includes the provision of all printers and copiers, hardware maintenance, and printing supplies (except paper). The contract with Stewart was approved by City Council in 2017 after a competitive bidding process with other vendors. Since the contract was implemented, the services provided by the Stewart Organization have been highly satisfactory, with no price increases.

FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $130,000.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services. The Stewart Organization provides services as a subcontractor under several Texas Department of Information Resources contracts with printer/copier manufacturers.

COMMENTS:
None

ATTACHMENTS:
None
SUBJECT:
Consideration and possible action to approve an annual appropriation of $54,000.00 to Suddenlink Communications for the annual cost of Internet service provision and dedicated fiber optic cables -- Greg Berglund, Asst. IT Director

ITEM SUMMARY:
This item is one of several annual technology maintenance appropriations that are submitted for advanced approval at the beginning of each fiscal year so that invoices may be paid in a timely manner when they are received.

Suddenlink provides the following services to the City of Georgetown:
1. Primary Internet services delivered over dedicated fiber optic cables
2. A dedicated fiber line to send the City’s Channel 10 video feed to Suddenlink
3. All public IP addresses that connect City of Georgetown servers to the public Internet
No other vendor can reasonably provide this combination of services to City facilities and systems.

The City of Georgetown entered into a new contract with Suddenlink in 2016 for the provision of these services. A new contract is currently under negotiation but will not increase the price of services.

FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $54,000.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services. Suddenlink is a sole source provider for the combination of services they provide.

SUBMITTED BY:
Greg Berglund

ATTACHMENTS:

Suddenlink Cover Sheet
Consideration and possible action to approve an annual appropriation of $54,000.00 to Suddenlink Communications for the annual cost of Internet service provision and dedicated fiber optic cables. Greg Berglund, Asst. IT Director

Suddenlink provides the following services to the City of Georgetown:
1. Primary Internet services delivered over dedicated fiber optic cables
2. A dedicated fiber line to send the City’s Channel 10 video feed to Suddenlink
3. All public IP addresses that connect City of Georgetown servers to the public Internet

No other vendor can reasonably provide this combination of services to City facilities and systems.

The City of Georgetown entered into a new contract with Suddenlink in 2016 for the provision of these services. A new contract is currently under negotiation but will not increase the price of services.

FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $54,000.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services. Suddenlink is a sole source provider for the combination of services they provide.

COMMENTS:

ATTACHMENTS:
None
SUBJECT:
Consideration and possible action to approve an annual appropriation of $90,000.00 to Tyler Technologies for IT software maintenance expenses for the Incode software system (Financial, Court and Utility Billing software) -- Greg Berglund, Asst. IT Director

ITEM SUMMARY:
This item is one of several annual technology maintenance appropriations that are submitted for advanced approval at the beginning of each fiscal year so that invoices may be paid in a timely manner when they are received.

This item is to approve the annual maintenance payment on the City’s Incode software.

Until the implementation of the City’s new Workday software, Incode was the City’s primary Enterprise Resource Planning (ERP) software system. It delivered financial management, purchasing, utility billing, municipal court, and human resources functionality. Since the implementation of Workday, Incode is only used for municipal court and code enforcement functions. Maintenance costs have decreased accordingly.

The City has a three-year plan to retire all but the municipal court functionality of Incode. The three-year phase out is necessary to preserve financial data not migrated in Incode and meet records retention requirements.

After the three-year retirement, Municipal Court will be the only user of a newer version of Incode.

FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $90,000.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services. The purchase qualifies as a proprietary exception because it is a renewal of maintenance on a previously purchased product.

SUBMITTED BY:
Greg Berglund

ATTACHMENTS:

Tyler Cover Sheet
SUBJECT:
Consideration and possible action to approve an annual appropriation of $90,000.00 to Tyler Technologies for IT software maintenance expenses for the Incode software system (Financial, Court and Utility Billing software). Greg Berglund, Asst. IT Director

ITEM SUMMARY/SPECIAL CONSIDERATIONS:
This item is one of several annual technology maintenance appropriations that are submitted for advanced approval at the beginning of each fiscal year so that invoices may be paid in a timely manner when they are received.

This item is to approve the annual maintenance payment on the City’s Incode software.

Until the implementation of the City’s new Workday software, Incode was the City’s primary Enterprise Resource Planning (ERP) software system. It delivered financial management, purchasing, utility billing, municipal court, and human resources functionality. Since the implementation of Workday, Incode is only used for municipal court and code enforcement functions. Maintenance costs have decreased accordingly.

The City has a three-year plan to retire all but the municipal court functionality of Incode. The three-year phase out is necessary to preserve financial data not migrated in Incode and meet records retention requirements.

After the three-year retirement, Municipal Court will be the only user of a newer version of Incode.

FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $90,000.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services. The purchase qualifies as a proprietary exception because it is a renewal of maintenance on a previously purchased product.

COMMENTS: None

ATTACHMENTS: None
SUBJECT:
Consideration and possible action to approve an annual appropriation of $55,000.00 to Verizon for Verizon Connect fleet tracking system -- Greg Berglund, Asst. IT Director

ITEM SUMMARY:
This item is one of several annual technology maintenance appropriations that are submitted for advanced approval at the beginning of each fiscal year so that invoices may be paid in a timely manner when they are received.

The Verizon Connect fleet tracking system is used on City vehicles in multiple departments to track current and historical vehicle locations. It also allows real time monitoring of driving behavior in those vehicles. This product replaces a similar legacy application and provides much greater functionality at a 20% lower cost per vehicle.

Verizon Connect was implemented beginning in May of 2020 and concluding in October of 2020. Currently, the system is installed in 212 Vehicles.

FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $55,000.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services. The purchase qualifies as a proprietary exception because it is a renewal of maintenance on a previously purchased product.

SUBMITTED BY:
Greg Berglund

ATTACHMENTS:

Verizon Cover Sheet
AGENDA ITEM COVER SHEET

SUBJECT:
Consideration and possible action to approve an annual appropriation of $55,000.00 to Verizon for Verizon Connect fleet tracking system. Greg Berglund, Asst. IT Director

ITEM SUMMARY/SPECIAL CONSIDERATIONS:
This item is one of several annual technology maintenance appropriations that are submitted for advanced approval at the beginning of each fiscal year so that invoices may be paid in a timely manner when they are received.

The Verizon Connect fleet tracking system is used on City vehicles in multiple departments to track current and historical vehicle locations. It also allows real time monitoring of driving behavior in those vehicles. This product replaces a similar legacy application and provides much greater functionality at a 20% lower cost per vehicle.

Verizon Connect was implemented beginning in May of 2020 and concluding in October of 2020. Currently, the system is installed in 212 Vehicles.

FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $55,000.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services. The purchase qualifies as a proprietary exception because it is a renewal of maintenance on a previously purchased product.

COMMENTS:
None

ATTACHMENTS:
None
SUBJECT:
Consideration and possible action to approve an annual appropriation of $620,000.00 to Workday, Inc for annual software subscription fees on the Workday enterprise resource planning software -- Chris Bryce, IT Director

ITEM SUMMARY:
This item is one of several annual technology maintenance appropriations that are submitted for advanced approval at the beginning of each fiscal year so that invoices may be paid in a timely manner when they are received.

Workday is the City's enterprise resource planning software (ERP). Since the go-live of Phase 2, it has become the core system for all financial, payroll, procurement, and human resource related business processes. It replaced the Incode ERP software used by the City since 1995.

Phase One of the implementation (payroll and human resources) went live in September of 2019. Phase Two (financials) was launched in April of 2020. Phase Three (budgeting) is scheduled for completion in the Summer of 2020.

This software is a subscription-based Cloud product where the annual fee covers access to the system as well as enhanced technical support. Subscription fees are based on the number of users in the system.

FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $620,000.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services.

SUBMITTED BY:
Greg Berglund

ATTACHMENTS:

Workday Cover Sheet
SUBJECT:
Consideration and possible action to approve an annual appropriation of $620,000.00 to Workday, Inc for annual software subscription fees on the Workday enterprise resource planning software. Chris Bryce, IT Director

ITEM SUMMARY/SPECIAL CONSIDERATIONS:
This item is one of several annual technology maintenance appropriations that are submitted for advanced approval at the beginning of each fiscal year so that invoices may be paid in a timely manner when they are received.

Workday is the City’s enterprise resource planning software (ERP). Since the go-live of Phase 2, it has become the core system for all financial, payroll, procurement, and human resource related business processes. It replaced the Incode ERP software used by the City since 1995.

Phase One of the implementation (payroll and human resources) went live in September of 2019. Phase Two (financials) was launched in April of 2020. Phase Three (budgeting) is scheduled for completion in the Summer of 2020.

This software is a subscription-based Cloud product where the annual fee covers access to the system as well as enhanced technical support. Subscription fees are based on the number of users in the system.

FINANCIAL IMPACT:
All items were budgeted during the FY 2021 budget process. Expenses in the amount of $620,000.00 will be recorded in IT - Software Maintenance Subscriptions and Support Services.

COMMENTS:
None

ATTACHMENTS:
None
SUBJECT:
Consideration and possible action to approve a Resolution authorizing the release and abandonment of a portion of a Public Utility Easement reserved by the City of Georgetown across Block C, Clamp’s Addition, in Volume 334, Page 494 of the Official Public Records of Williamson County Texas, to Bradley and Pamela Helgerson; and, authorizing the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:
In May of 1946, the City Council passed and caused the recording of a resolution abandoning the roadway known as Clamp Street but retained a public utility easement across the former right of way. A portion of this PUE runs along the south property line of the tract on Block C of Clamp’s Addition, located at 701 College St. South.

The 20 width of this easement interferes with existing uses of the property, including an existing building. In the time since it's creation the easement's only use has been to support electrical lines on adjacent tracts. The property owner has requested the abandonment of the PUE to allow work on the encroaching building. The elimination of this encroachment is necessary to allow proper permitting of work on the structure to move forward, which in turn is necessary for the redevelopment of this property. In return, the property owner will provide an electrical easement to the City for continued support of the existing infrastructure.

Staff recommends approval of this item.

ABD-2019-031

FINANCIAL IMPACT:
n/a

SUBMITTED BY:
Travis Baird

ATTACHMENTS:

Resolution
Aerial Graphic
Replacement Easement
RESOLUTION NO. ____________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN
RELEASING AND ABANDONING A 20' WIDE PORTION OF A PUBLIC
UTILITY EASEMENT ACROSS BLOCK C, CLAMP’S ADDITION, AS
DESCRIBED IN VOLUME 334, PAGE 394 (“PUE”).

WHEREAS, the City Council of the City of Georgetown, Texas did authorize the
abandonment of the former Clamp Street, a 40' street in Clamp’s Addition, by a Resolution
passed on April 8, 1946 and recorded in Volume 334, Page 394 of the Official Public
Records of Williamson County, Texas. An easement was reserved to the City of
Georgetown (“City”) in the Resolution over the entire 40' wide former street for
installation of utilities, of which the PUE is a portion; and,

WHEREAS, since the time of reservation no utilities have been installed in the PUE. An
electric line has been installed in the easement on the adjoining properties along the south
line of Block C, but the entire 40' wide easement reserved in the Resolution is not necessary to
support the City’s existing infrastructure; and,

WHEREAS, the width and location of the easement along the south line of Block C have
caused the encroachment of a building into the easement, interfering with the proper permitting
of necessary work and further development of the property; and,

WHEREAS, the City has received a request from Bradley J. and Pamela N. Helgerson
(“Owners”), current owners of Block C, Clamp’s Addition, for the abandonment of the 20' portion
of the easement encumbering their property to eliminate the encroachment. The Owners will
provide a substitute easement, as described in Exhibit “A”, attached hereto, for use by the City in
support of its electric utility infrastructure; and,

WHEREAS, no quitclaim deed was ever filed completing the abandonment of the former
Clamp Street across Block C as was authorized by the Resolution; and,

WHEREAS, upon considering the request for vacation and abandonment of the subject
PUEs and additional information pertaining to the request, the City Council finds that a public
need for the areas sought to be abandoned no longer exists and that said PUE may be released
and abandoned pursuant to City Ordinance No. 2009-47 relating to disposition of City property;
and

WHEREAS, nothing herein shall operate to vacate or abandon any other PUE or easement.
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.

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 abandonments as described herein, and previously authorized, and the City Secretary is 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
DESCRIPTION FOR: CITY OF GEORGETOWN 0.0684 ACRES

BEING 0.0684 acres of land, being part of Block C, of the Revised Plat of Clamp’s Addition, To The City of Georgetown, of record in Volume 25, Page 185 of The Plat Records of Williamson County, Texas (P.R.W.C.T.), said 0.0684 acres being a portion of land out of 0.5569 acres, of record to Bradley J. and Pamela N. Helgerson, Document No. 2019028259 of the Official Public Records Williamson County, Texas. (O.P.R.W.C.T.). This tract was surveyed on the ground in August of 2020 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" iron pin found, in the East line of College Street and at the Southwest corner of said 0.5569 acre tract, for the Southwest corner hereof, from which a ½" iron pin found, at the Northwest corner of a 0.1435 acre tract, of record to Jo Beth Wigington, in Document No. 2011078768, (O.P.R.W.C.T), bears: (L13) S 12°00'49" E, 10.94 feet,

THENCE, with the common line of College Street and of said 0.5569 acre tract, (L1) N 13°04'11" W, 15.12 feet, to a point, for the Northwest corner hereof,

THENCE, over and across said 0.5569 acre tract the following six (6) courses and distances:

1. (L2) N 69°50'17" E, 36.71 feet, to a point, in a concrete driveway,
2. (L3) S 23°20'34" E, 5.51 feet, to a point,
3. (L4) N 66°39'26" E, 67.09 feet, to a point,
4. (L5) N 23°20'34" W, 2.20 feet, to a point, one foot East of a concrete slab,
5. (L6) N 70°45'53" E, 51.25 feet, to a point,
6. (L7) 68°43'42" E, 59.32 feet, to a point in the West R.O.W. line of Walnut Street and the East boundary line of said 0.5569 acres,

THENCE, with the common line of Walnut Street and said 0.5569 acre tract, (L8) S 22°02'46" E, 15.00 feet, to a “X” marked in the top of a concrete planter, for the Southeast corner of said 0.5569 acre tract, and Southeast corner hereof, said point being the Northeast corner of a 0.076 acre tract, called Tract 5, of record to Jean D. Neal Jr. Family Limited Partnership, in Document No. 9658592, (O.P.R.W.C.T.), described in Volume 877, Page 885, Deed Records Williamson County, Texas (D.R.W.C.T.),

THENCE, with the common line of said 0.5569 acre tract and said 0.076 acre tract, along or near a fence, (L9) S 68°40'34" W, 54.97 feet, to a 5/8 inch iron pin found, for the Northwest corner of said 0.076 acre tract, said point being the Northeast corner of a 0.154 acre tract, of record to John Robert Olivas and Patti A. Shilander, Volume 2316, Page 375, (D.R.W.C.T.), from which a 1/2 inch iron pin found, at the Southeast corner of said 0.154 acre tract bears: S 22°26'24" E, 122.03 feet,

THENCE, with the common line of said 0.5569 acre tract and said 0.154 acre tract, along the South side of a fence, (L10) S 70°37'59" W, passing at 4.89 feet, a 5/8 inch iron pin found, continuing in all 52.73 feet, to a 1/2 inch iron pin found, for the Northwest corner of said 0.154 acre tract, said point being the Northeast corner of a 0.15 acre tract, of record to Paul G. Litterski, Document No. 9866392, (O.P.R.W.C.T.),

THENCE, with the common line of said 0.5569 acre tract and said 0.15 acre tract, along the South side of a fence, (L11) S 69°26'32" W, 51.10 feet, to a 1/2 inch capped iron pin found, for the Northwest corner of said 0.15 acre tract, from which a cotton gin spindle found, at the most Easterly Northeast corner of said 0.1435 acre tract, bears: S 13°47'03" E, 23.10 feet,

THENCE, with the South line of said 0.5569 acre tract, (L12) S 69°50'17" W, 57.99 feet, to the POINT OF BEGINNING, containing 0.0684 acres, more or less.
STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this, the 22nd day of September 2020, A.D. File: Helgerson Utility Easement.doc

WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847
Easement For  
City of Georgetown  
0.0684 Acres of  
Block C, Revised Plat of Clamp’s Addition,  
to The City of Georgetown, Volume 25, Page 185  
Bradley J. and Pamela N. Heigerson  
0.5569 Acres  
Document No. 2019028259  
WILLIAMSON COUNTY, TEXAS

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SCALE: 1″ = 20′

LEGEND

FOUND CHISELED "X"  
CAPPED IRON PIN FOUND "FOREST RPLS 1847"  
CAPPED IRON PIN SET "FOREST RPLS 1847"  
IRON PIN FOUND  
COTTON ON SPINDLE  
TELEPHONE PEDESTAL  
WASTEWATER CLEANOUT  
ELECTRIC BOX  
WATER METER  
WATER VALVE  
WOODEN FENCE (approximate location)  
SURVEY TRACT LINES  
TRACT LINES  
BOUNDARY LINES  
( ) Denotes Record Information  
All document references are in Williamson County, Texas  
O.P.R.W.C.T. - Official Public Records of Williamson County, Texas  
P.R.W.C.T. - Plat Records of Williamson County, Texas  
O.R.R.W.C.T. - Deed Records of Williamson County, Texas

I, The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This plat is correct to the best of my knowledge and belief and identifies any evidence of utilities, boundary line conflicts, shortages in area, protrusions, intrusions, and overlapping of significant improvements. This property abuts a public roadway, except as shown hereon.

Survey Date September 22, 2020

[Signature]

STATE OF TEXAS

Page 50 of 466
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: Bradley J. Helgerson & Pamela N. Helgerson

GRANTEE’S Mailing Address (including County): 701 College St. S., Georgetown, TX 78626

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

PROPERTY:

Being approximately 4,340 square feet, more or less, being a 20-foot-wide tract of land parallel and adjacent to the south line of Block C, CLAMP’S ADDITION to the City of Georgetown conveyed to Bradley J. Helgerson and Pamela N. Helgerson via a General Warranty Deed recorded as Document No. 2019028259 of the Official Public Records of Williamson County, Texas; said tract being the northern one-half (1/2) of Clamp Street, a 40-foot-wide street dedicated to the City of Georgetown in the Plat of CLAMP’S ADDITION to the City of Georgetown, as recorded in Volume 13, Page 616 and revised in Volume 25, Page 185 of the Deed Records of Williamson County, Texas; and, the same tract being the northern one-half (1/2) of a 40-foot-wide Public Utility Easement as described in Volume 334, Page 394, Official Public Records of Williamson County, Texas.

For the Consideration, GRANTOR quitclaims to GRANTEE all of GRANTOR’S right, title, and interest in and to the above described property, to have and to hold it to
Exhibit: “B”

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 )

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:

____________________________
Skye Masson, City Attorney

Quitclaim Deed
Clamp St, Helgerson, ABD-2020-031
Page 2 of 2
SUBJECT:
Consideration and possible action to approve a Resolution authorizing the release and abandonment of a Public Utility Easement across Lot 1, Zymac Group Subdivision to Zymac Group; and, authorizing the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:
Zymac Group recently platted their property along SH-130. In accordance with City code, they dedicated a PUE along SH-130 with their plat. The PUE is located along the proposed alignment of a major waterline extension. The PUE would undermine the security of the waterline by increasing the likelihood of a conflict between the waterline and future utilities.

This item would abandon the PUE in favor of an exclusive City of Georgetown easement to be granted by Zymac. They have provided sufficient easements elsewhere for the extension of electricity and telecommunications to and through the site.

Staff recommends approval of this item.

Project No. 200-1000-0011

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Travis Baird

ATTACHMENTS:

Resolution
Plat
RESOLUTION NO. ________________


WHEREAS, a 15 foot wide public utility easement was dedicated across a Lot 1, Block A, Zymac Group Subdivision, as described in Document No. 2020114296 of the O.P.R.W.Co.Tx (the “PUE”) as required by the City's Unified Development Code; and,

WHEREAS, the PUE has been dedicated along the alignment of a major waterline extension; and,

WHEREAS, the location of a PUE over said waterline will increase the likelihood of conflicts between the waterline and future utility extensions; and,

WHEREAS, Zymac Group, Ltd, as owner of Lot 1, Block A has granted alternative easements across the property for the extension of electrical and telecommunication utilities to and through the site, and will grant to the City an exclusive easement for the extension of the aforementioned waterline to and through the site; and,

WHEREAS, upon considering the release and abandonment of the PUE, and additional information pertaining to the request, the City Council now finds that a public need for the PUE no longer exists and it may, therefore, be abandoned and released to the Owners, upon receipt of all required additional replacement easement(s).

WHEREAS, nothing herein shall operate to release any other easement, nor any portion of the PUE not herein described.

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.

SECTION 2. The Mayor is hereby authorized to execute the Quitclaim Deed in
substantially the same form attached hereto as Exhibits “A” and any other conveyance document(s) necessary to complete the release and abandonment of the easement 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
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: Zymac Group, Ltd., a Texas limited partnership

GRANTEE'S Mailing Address (including County): 601 South Patterson Avenue, Florence, Williamson County, Texas 76527-4707

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

PROPERTY:

Being all of that 15 foot wide Public Utility Easement across Lot 1, Block A, Zymac Group Subdivision dedicated in the Plat recorded as Document No. 2020114296 of the, Official Public Records of Williamson County, Texas.

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

[Signatures appear on the following page]
EXECUTED this the _____ day of ____________________________, 2020.

GRANTOR: ____________________________
CITY OF GEORGETOWN

BY: ____________________________________
Dale Ross, Mayor

ATTEST:
Robyn Densmore, City Secretary

STATE OF TEXAS )
COUNTY OF WILLIAMSON )

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

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

______________________________
Notary Public, State of Texas

APPROVED AS TO FORM:

______________________________
Skye Masson, City Attorney

Quitclaim Deed abandoning PUE
T. MORALES, 200-1000-0011
CoG Map Quad N-57/58
Page 2 of 2
PLAT MAP RECORDING SHEET

DEDICATOR(s):
ZYMAC GROUP LTD

SUBDIVISION NAME: ZYMAC GROUP

PROPERTY IS DESCRIBED AS: SEE INSTRUMENT

SUBMITTED BY: CITY OF GEORGETOWN

DIGITALLY RECORDED

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2020114296

PLAT 09/23/2020 10:03 AM
Fee: $156.00
BMCKENZIE

Nancy E. Rister, County Clerk
Williamson County, Texas
STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT ZYMAC GROUP, LTD, SOLE OWNER, ACTING BY AND THROUGH RANDY M. ELDRIDGE, OF THE CERTAIN 4.13 ACRE TRACT OF LAND LIKELY TO BE CONVEYED TO ZYMAC GROUP, LTD BY GENERAL WELTY DEED OF RECORD IN DOCUMENT NUMBER 20220089989, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 4.13 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


THENCE, NORTH 69°43'34" EAST, WITH THE NORTH BOUNDARY LINE OF SAID ZYMAC GROUP TRACT, A DISTANCE OF 673.69 FEET, TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID ZYMAC GROUP TRACT, AND THE NORTHEAST CORNER OF THE HEREN DESCRIBED TRACT;

THENCE, SOUTH 21°27'31" EAST, WITH THE EAST BOUNDARY LINE OF SAID ZYMAC GROUP TRACT, A DISTANCE OF 284.92 FEET, TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID ZYMAC GROUP TRACT, AND THE SOUTHEAST CORNER OF THE HEREN DESCRIBED TRACT;


THENCE, NORTH 37°49'41" EAST, WITH SAID EAST RIGHT-WAY-LINE OF SH 130, SAME LINE BEING THE WEST BOUNDARY LINE OF SAID ZYMAC GROUP TRACT, A DISTANCE OF 208.18 FEET, TO THE POINT OF BEGINNING, AND CONTAINING 4.137 ACRES OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY OF WILLIAMSON, THIS DAY PERSONALLY APPEARED RANDY M. ELDRIDGE KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING PℓANC, AND THAT THE CORNER MARKS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS.

ZYMAC GROUP LTD.

BY: RANDY M. ELDRIDGE

PRESIDENT

ZYMAC GROUP LTD.

BY: RANDY M. ELDRIDGE

PRESIDENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS


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BY: RANDY M. ELDRIDGE

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STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

ZYMAC GROUP LTD.

BY: RANDY M. ELDRIDGE

PRESIDENT
SUBJECT:
Consideration and possible action to approve a Resolution authorizing issuance of a license for the encroachment of a trailer into the right of way of Aviation Drive to MW Builders -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:
MW Builders, Inc. has requested a license to allow the placement and operation of a job trailer in the right of way of Aviation Drive, at its current eastern terminus. This job trailer is to provide office space to support construction of the Titan Northpark projects, to be constructed to the east of the proposed license area. The are to be licensed is a dead-end portion of Aviation. The issuance of the license is not expected to impede flow of vehicular or pedestrian traffic through the City's network, and public use of the roadway would be blocked immediately east of the last driveway off Aviation.

Staff recommends approval of this item.

Project No. 2020-17-LIC

FINANCIAL IMPACT:
N/A.

SUBMITTED BY:
Travis Baird

ATTACHMENTS:

Resolution
Exhibit
RESOLUTION NO. ____________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN
MAKING CERTAIN DETERMINATIONS AND AUTHORIZING THE
PLANNING DIRECTOR TO EXECUTE A REVOCABLE LICENSE
AGREEMENT PERTAINING TO THE ENCROACHMENT OF
AN OFFICE/JOB TRAILER INTO THE RIGHT OF WAY OF AVIATION
DRIVE EAST OF AIRPORT ROAD.

WHEREAS, the City of Georgetown (the City) owns real property which is the
right of way of Aviation Drive; and

WHEREAS, the City has received a request to allow the encroachment into said right of
way to allow the temporary placement and operation of a job/office trailer, utilizing the
area depicted in Exhibit “A”, attached hereto (License Area); and,

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

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

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

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

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

–Signatures on Following Page–
RESOLVED this _____ day of __________, 2020.

CITY OF GEORGETOWN

By: ________________________________
    Dale Ross, Mayor

ATTEST:

By: ________________________________
    Robyn Densmore, City Secretary

APPROVED AS TO FORM:

____________________________

Skye Masson, City Attorney
Exhibit "A"
Proposed Titan NP Job Trailer Location

- Proposed location of a 16' X 60' office trailer
- +/- 300' from driveway
- Proposed partial barricade with "Construction Traffic Only" signage

Woodman Distribution Inc
Aviation Drive
REVOCABLE LICENSE AGREEMENT

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

This is a Revocable License Agreement by and between the City of Georgetown, a Texas home-rule municipal corporation (hereinafter referred to as "LICENSOR"), and MW Builders, Inc., whose address is 3712 Helios Way, Pflugerville, TX 78660 (hereinafter referred to as "LICENSEE"). LICENSOR hereby grants a license to the said LICENSEE to permit a job trailer to encroach into the right of way of Aviation Drive, as shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (hereinafter referred to as Licensed Area), owned and occupied by the City of Georgetown, Williamson County, Texas, but such improvements shall at all times not be in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, improvements and other property, and subject to the following terms and conditions:

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

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

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

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

A. If an inspection reveals that any part of the structure or facility or other aspect of the Licensed Area does not comply with applicable terms and provisions of the City Code of Ordinances, the owner of the structure or facility shall be notified and required to make such repairs as are necessary in order to comply with the applicable terms and provisions of the City Code of Ordinances. If any Licensee fails and refuses to allow the Director, or his designee, to come upon or enter the Licensed Area for the purpose of making an inspection, he may be prosecuted under the terms of Chapter 12.09 of the Code of Ordinances, and the Director may revoke the revocable license for the Licensed Area, and such action shall be final.

B. The City shall have the right at any and all times upon 180 days written notice to the Licensee, its representatives, successors or assigns, to take possession of and use all or any part of the Licensed Area in the event that such use be reasonably desired or needed by the City for street, sewer, transportation or any other public or municipal use or purpose, and in such event, the City shall have the right to cancel the revocable license as to that portion of the Licensed Area so designated and required by the City.

C. The Licensee shall have the right at any time upon 180 days written notice to the City, to relinquish the use and possession of all or any part of the Licensed Area as it may so determine and to cancel said revocable license as to that part so relinquished.

D. Upon the lawful termination of a revocable license issued hereunder, in whatsoever manner such termination may be made, Licensee, assigns, successors and representatives, bind and obligate themselves to restore the Licensed Area to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the Licensed Area which may be acceptable to the City, and should the Licensee, assigns, successors, or representatives fail or refuse to do so within 90 days after such termination then in that event the City may do or have done the work necessary.
for such purpose at the sole cost, risk, liability and expense of Licensee, their assigns, successors and representatives.

E. Upon written consent of the City, acting by and through the Director, the Licensee may, at his sole cost, risk liability and expense including public liability and property damage insurance in the amounts specified in Subsection 12.09.030 D.4. of Code of Ordinances, remove, reroute, reconstruct, lower or raise any existing utility lines, public or private sewer lines, water lines, including storm sewers, pipes or conduits presently located within a public street, roadway, sidewalk or easement or the City's right-of-way, provided that before changing or interfering with any such utility lines as described aforesaid, the Licensee shall notify the respective utility companies and the City, owning or operating the aforesaid utility lines, concerning any and all changes, modifications, rerouting of or any interference whatsoever with the aforesaid utility lines, pipes or conduits. Any necessary changes, modifications, rerouting or interference with the aforesaid utility lines, pipes or conduits shall be done under the direction of the representatives of the respective utility companies or the City, as the case may be.

F. After the completion of any construction within a Licensed Area under the terms of a revocable license granted hereunder, should the City desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along said streets within its right-of-way, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within said street or right-of-way, which may occur by reason of the existence of said construction, shall be paid to the City by the said Licensee, his assigns, successors and representatives.

G. Solely as between the City and the Licensee, and not for the benefit of any other person, the Licensee, by acceptance of such revocable license, hereby waives any claim he, or any heirs, successors or assigns might have for damages for loss of lateral support to any other improvements hereby contemplated which loss of lateral support might be occasioned by any improvements which the City, its assigns, grantees, or licensees might install or construct.

H. The Licensee, or his successors, assigns, or representatives, by the acceptance of such revocable license, agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless solely the City, any of its agencies, and any person, from all liability, cost or damage on account of Licensee's use, occupancy and maintenance of any part of a public street, roadway, sidewalk or easement or the City's right-of-way and the structures and facilities therein, including by way of example, but not by way of limitation, any buildings, piers, fences, pools, walls, patios, decks, basements, etc. constructed on the surface or the subsurface of any public street or right-of-way. This indemnity shall continue in force and effect during the existence of any revocable licenses issued under the provisions of this Chapter.

I. No transfer or assignment of any revocable license granted under the terms and provisions of this Chapter shall be effective unless and until:

1. The Licensee has, in writing, advised the Director of the name and mailing address of the transferee or assignee; and

2. The transferee or assignee has furnished the Director its written agreement to assume and perform all of the duties, covenants and obligations of the revocable license; and, thereupon, each provision of the revocable license shall be binding upon, and inure to the benefit of, the transferee or assignee of the Licensee.

J. The breach or violation of any one of the terms, provisions, or conditions set forth in this Chapter shall be sufficient to constitute grounds for the cancellation and forfeiture of the revocable license granted under the authority of Chapter 12.09 of the Code of Ordinances. Any such cancellation and forfeiture may be exercised upon 20 days written notice by the City to the Licensee, a representative or successor, unless, at the expiration of such time, any such violation or breach has ceased or the Licensee is proceeding with all diligence and good faith to remedy any such violation or breach and thereafter continues without delay with such remedial work or correction until such violation or breach has been completely remedied, and, any person violating any of the provisions of this Chapter may be prosecuted as provided in Chapter 12.09 of the Code of Ordinances.
right-of-way, the requested revocable license will be reviewed for compliance with the
terms and provisions of Chapter 12.09 of the Code of Ordinances, and in addition, be
subject to the following conditions:

1. The proposed use of a public street, roadway, sidewalk or easement or the City's right-
of-way by any person or the abutting land owner shall not interfere with the City's lawful
use thereof.

2. The proposed construction within a public street, roadway, sidewalk or easement or
the City's right-of-way shall be in accordance with the City’s Construction Standards,
Unified Development Code, and any other applicable ordinances and regulations.

K. At all times during the construction and building of any structure within a public street,
roadway, sidewalk or easement or the City's right-of-way:

1. The street or highway shall be kept open for vehicular and pedestrian traffic in a
reasonable manner and no obstruction of the sidewalks shall be allowed in such a way
as to prevent the use thereof by pedestrians;

2. Dirt and other material removed from the building and construction of any such
structure within a public street, roadway, sidewalk or easement or the City's right-of-
way shall not be allowed to remain on the street or sidewalk, but all such dirt and other
materials shall be removed immediately at the sole cost, risk, liability and expense of
Licensee;

3. All excavations and obstructions of any kind where allowed during the period of
Licensee’s construction, shall be properly barricaded, and well illuminated during the
night time, all subject to the approval of the Building Official.

L. After the completion of the construction within a Licensed Area, the Licensee shall at his
own cost and expense replace any sidewalks and surface of any streets that were
damaged or removed in the construction of any structures or facilities in a condition equally
as good as they were immediately prior to the time of excavation or construction, and all
of such sidewalks and streets shall be maintained in a good and useable condition for one
year after said sidewalks or streets have been replaced, all subject to the approval of the
Director. All damage, if any, to said sidewalks and streets caused by the construction, use,
maintenance and operation by Licensee shall be repaired by and at the cost and expense
of the Licensee. In the event Licensee fails or refuses to proceed with diligence with the
performance of any work in connection with the replacement, rebuilding or resurfacing of
streets and sidewalks within 30 days after receiving written notice from the Director, the
City may do such work or cause same to be done, all at the sole risk, cost, liability and
expense of Licensee.

M. The Licensee, or his successors, assigns or representatives agree, obligate and bind
himself or itself to indemnify and does hereby indemnify and hold and save forever
harmless the City, from all liability, cost or damage on account of the construction within
a public street, roadway, sidewalk or easement or the City's right-of-way, or on account of
using, occupying, preparing, maintaining and operating any such improvements therein.

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

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

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

[signature(s) and acknowledgment on following page(s)]
SIGNED and Agreed to on this _____ day of ____________________, 2020.

LICENSOR:  
City of Georgetown  

By: _____________________________  
Sofia Nelson, Director,  
Planning Department

LICENSEE:  
MW BUILDERS, INC.  

By: _____________________________  
Print: ___________________________  
Title: ___________________________

STATE OF TEXAS  )  
COUNTY OF WILLIAMSON  )  

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of ________________, 2020, by Sofia Nelson in her official capacity as Director of the Planning Department for the City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

________________________________  
Notary Public, State of Texas

STATE OF TEXAS  )  
COUNTY OF WILLIAMSON  )  

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of ________________, 2020, by ____________________________ of MW BUILDERS, INC., a Texas corporation, on behalf of said company.

________________________________  
Notary Public, State of Texas

APPROVED AS TO FORM:

______________________________  
Skye Masson, City Attorney
[Exhibit “A” to Revocable License]

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

Proposed Titan NP Job Trailer Location

- Proposed location of a 16' X 60' office trailer
- +/- 300' from driveway
- Proposed partial barricade with "Construction Traffic Only" signage
60' x 12' Mobile Office

Dimensions
- 60’ Long (including hitch)
- 56’ Box size
- 12’ Wide
- 8’ Ceiling height

Exterior Finish
- Aluminum siding
- I-Beam frame
- Standard drip rail gutters

Interior Finish
- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric
- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling
- Central HVAC or thru-wall AC

Windows/Doors
- Horizontal slider windows
- (2) Vision panel door with standard lock or (2) steel door with dead bolt lock

Other
- Private office(s)
- Optional restroom

*Photos are representational; actual products vary. Additional floor plans and specifications may vary from those shown and are subject to in-stock availability.

800.782.1500 | willscot.com
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When it’s time to be productive on a project, you need temporary space that’s as ready as you are. Our modular solutions are complete to the last detail, so you can forget about building logistics and focus on the job at hand.

One call to Williams Scotsman and you’re ready to work.

SIZED FOR YOU
A perfect fit, from compact to spacious to stackable

CONVENIENT FACILITIES
Optional restroom available in almost any unit

CLIMATE CONTROL
Built-in central HVAC for year-round comfort

INVITING EXTERIORS
Convenient and accessible add-ons, including ramps, steps, canopies, fencing, security and more

FURNITURE & FIXTURES
Complete selection of furniture, workplace appliances and lighting and flooring options

READY-TO-WORK OPTIONS
Our in-house selection of amenities not only outfits your space for comfort, security and productivity - it also eliminates extra work for you.

FURNITURE
EXTERIORS
APPLIANCES
COVERAGE
TECH SOLUTIONS
SUBJECT:
Consideration and possible action to approve a **fifth amendment** to the **contract** for **Solid Waste, Recycling, Yard Trimming** and **Bulky Waste Collection, Disposal** and **Processing Services** with **Texas Disposal Systems** amending the **rate schedule effective November 1, 2020** -- Ray Miller, Acting Director Public Works and Teresa Chapman, Environmental Services

ITEM SUMMARY:

FINANCIAL IMPACT:
1.26% solid waste rate increase

SUBMITTED BY:
Teresa Chapman

ATTACHMENTS:

12-0001-SC 5th Amendment
12-0001-SC_Exhibit A
12-0001_Exhibit B
STATE OF TEXAS § FIFTH AMENDMENT TO THE
§ SOLID WASTE, RECYCLING, YARD
§ TRIMMINGS, AND BULKY WASTE
COUNTY OF WILLIAMSON § SERVICES CONTRACT WITH
§ TEXAS DISPOSAL SYSTEMS, INC

This is the Fifth Amendment to the Contract for Solid Waste, Recycling, Yard Trimmings, and Bulky Waste Services (this "Amendment"), entered into to be effective on the date written below, by and between the City of Georgetown, a Texas home rule city, (the "City"), and Texas Disposal Systems, Inc., ("TDS").

RECITALS

WHEREAS, on August 14, 2012, the City and TDS entered into the Contract for Solid Waste, Recycling, Yard Trimmings, and Bulky Waste Services to provide various waste management services, which was amended by the First, Second, Third, and Fourth Amendments, (collectively the "Contract"); and

WHEREAS, the City and TDS seek to amend the Contract to update the rates as provided for in the Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **Capitalized Terms.** Unless otherwise defined herein, capitalized terms shall have the meanings afforded same in the Contract.

2. **Exhibit A** of the Contract is hereby amended and replaced in its entirety with Exhibit A attached hereto.

3. **Exhibit B** of the Contract is hereby amended and replaced in its entirety with Exhibit B attached hereto.

4. **Full Force and Effect.** The parties hereto reaffirm and ratify each and every provision of the Contract (as amended hereby) and confirm that the same remains in full force and effect as of the date of this Amendment. In the event of any conflict between the terms of this Amendment and the terms of the Contract, the terms of this Amendment shall govern and control in all respects.

5. **Entire Contract.** The Contract, as amended by this Amendment, constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and all prior agreements, proposals, negotiations, understandings and correspondence between the parties in this regard, whether written or oral, are hereby superseded and merged herewith.

6. **Counterparts.** This Amendment may be executed simultaneously in counterparts (by facsimile, PDF or otherwise), each of which shall be deemed an original, but all of which together shall
constitute one and the same instrument. The use of electronically transmitted signatures, whether by facsimile, PDF and/or email, in place of original signatures on this Amendment is expressly allowed. The Parties intend to be bound by the signatures on such electronically transmitted document, are aware that the other party will rely on the electronically transmitted signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

IN WITNESS WHEREOF, the Parties have duly executed this Fourth Amendment to the Contract for Solid Waste, Recycling, Yard Trimmings, and Bulky Waste Services to be effective on November 1, 2020.

[Signature Pages Follow]

List of Exhibits

Exhibit A –

Exhibit B –
CITY:

THE CITY OF GEORGETOWN, TEXAS,
A Texas home-rule municipality

By: _________________________________
    Dale Ross, Mayor

ATTEST:

By: _________________________________
    Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _________________________________
    Skye Masson, City Attorney

ACKNOWLEDGEMENT

State of Texas

§

County of Williamson

§

This instrument was acknowledged before me on ______________________, 2020, by Dale Ross, Mayor of the City of Georgetown, Texas, a Texas home-rule municipality, on behalf of the City of Georgetown, Texas.

___________________________________
Notary Public, State of Texas
Texas Disposal Systems, Inc.

By: __________________________

Date: _________________________

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _______ day of ___________________, 2020, by _________________________________, as ______________________ of Texas Disposal Systems, Inc., a Texas corporation, on behalf of said corporation.

______________________________
Notary Public, State of Texas
EXHIBIT B
**EXHIBIT A**

<table>
<thead>
<tr>
<th>Residential Solid Waste Services</th>
<th>Tier I</th>
<th>Tier II</th>
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</thead>
<tbody>
<tr>
<td>Trash Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recycle Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bulky Collection – 2X per year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seasonal Yard Trimmings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$16.71</td>
<td>$23.33</td>
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<td>Trash Service: Cart Only</td>
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<tr>
<td>Extra Cart – Trash or Recycle</td>
<td>$8.95</td>
<td>$8.95</td>
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<tr>
<td>Additional Yard Trimming – sticker</td>
<td>$5.00</td>
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<tr>
<td>Additional Yard Trimming Sticker</td>
<td>$5.00</td>
<td>**</td>
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<tr>
<td>Extra sticker revenue accrues to the City</td>
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<tr>
<td>Additional Bulky Waste Collection - $ each</td>
<td>$29.49</td>
<td>$29.49</td>
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<tr>
<td>Oversized Bulky Waste Collection – per CY</td>
<td>$29.49</td>
<td>$29.49</td>
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</tbody>
</table>

Cart size change – container swap fee each residential address for initial contract term

- 1st Cart exchange fee: No Charge
- 2nd and subsequent cart exchange fee: $35.81 each

**Not included in base service. Rates to be negotiated between Contractor and Out-of-City Customer**
City of Georgetown, Texas

Commercial Solid Waste Services

Note: Multiple frequency available in central business district only

<table>
<thead>
<tr>
<th># Carts</th>
<th>Pickups Per Week</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
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<tr>
<td>1</td>
<td>$24.72</td>
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<tr>
<td>2</td>
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<td>3</td>
<td>$74.16</td>
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<td>4</td>
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Note: Multiple frequency available in central business district only

Commercial Recycling Service

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<td>3</td>
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<td>4</td>
<td>$93.94</td>
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Note: Multiple frequency available in central business district only

Commercial Containers

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<tr>
<td>2CY</td>
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Commercial containers-City Discount 10%
City of Georgetown, Texas

Commercial Container Recycling

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<th># Carts</th>
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<td>$386.24</td>
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</tr>
<tr>
<td>4CY</td>
<td>$85.87</td>
<td>$171.74</td>
<td>$257.61</td>
<td>$343.48</td>
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<td>$515.22</td>
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<tr>
<td>6CY</td>
<td>$103.12</td>
<td>$206.23</td>
<td>$309.35</td>
<td>$412.46</td>
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<tr>
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<td>$120.37</td>
<td>$240.73</td>
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<td>$137.61</td>
<td>$275.21</td>
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<td>$825.65</td>
<td>$963.27</td>
</tr>
</tbody>
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Commercial – Additional Services

- Locking device – installation $101.10 one-time charge
- Locking device $24.22 per month
- Casters – for non-residential containers $35.81 per month

Unscheduled Extra Pickups

- 2 CY $54.76 each
- 3 CY $68.45 each
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FL Compactors – Service rates and rental costs to be negotiated between TDS & Customer
City of Georgetown, Texas

Roll Off Compactors

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Roll Off Containers

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Over weight charge will apply on over 10 ton loads as determined by Contractor

Discount from collection & disposal rates above for City 10%

Miscellaneous Fees

- Roll-off delivery – one time charge $110.58 per delivery
- Roll-off open top rental fees $105.31 per month
- Compactor rental fees Varies depending on equipment, age, Condition, options, services, contract term, etc.

Transfer Station Host Fees

City Host Fee

Municipal solid waste transferred through transfer station and transported to TDS Landfill by TDS transfer trailers for disposal as reported to TCEQ on annual Transfer Station Report.

$1.75 per MSW ton transferred at Georgetown transfer station and transported to TDS landfill site for disposal.

This fee does not apply to recycle materials such as commercial and curbside recycling, green waste, compost, recycled wood, green builder recycle materials, other recycle materials, etc.
City of Georgetown, Texas

Collection Station Operation

Annual cost to provide collection services  No fee to City
Minimum charges – Automobile and pickup truck
   No greater than 90% of gate rate of Williamson County Landfill

Other Fees

Set by Contractor based on market to include landfill gate rates fees at Travis and Williamson County landfills plus transportation fees to TDS facility in South Travis County.

These fees will be set based on a combination of cubic yardage and tonnage fees as set by Contractor.

Freon Removal  $47.39 each appliance
Removal of Dead Animals – under 100 lbs.  $63.19 each

Closed Landfill Maintenance Fee  No charge

City of Georgetown – City Event Trash Collection

<table>
<thead>
<tr>
<th>Carts</th>
<th>Delivery</th>
<th>Haul/Disp</th>
<th>Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roll-off</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 CY</td>
<td>$105.00</td>
<td>$350.00</td>
<td>No Charge</td>
</tr>
<tr>
<td>30 CY</td>
<td>$105.00</td>
<td>$425.00</td>
<td>No Charge</td>
</tr>
<tr>
<td>40 CY</td>
<td>$105.00</td>
<td>$450.00</td>
<td>No Charge</td>
</tr>
<tr>
<td>Frontload</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$80.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
City of Georgetown, Texas

Service-normal hours $122.00 each
Service-after hours $168.00 each
Final Pickup and cleaning $122.00 each

Other Services

Additional Collection Station Hours $120.00 per hour
Roll-off Storm Cleanup
Delivery $125.00 each
Haul fee w/disposal $575.00 each
Rental $5.00 per day
Rearload Storm Cleanup disposal $183.00 per hour, plus
## EXHIBIT B

<table>
<thead>
<tr>
<th>Residential Solid Waste Services</th>
<th>Tier I</th>
<th>Tier II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recycle Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bulky Collection – 2X per year</td>
<td></td>
<td></td>
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<tr>
<td>Seasonal Yard Trimmings</td>
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<td></td>
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<tr>
<td>Total</td>
<td>$16.71</td>
<td>$23.33</td>
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<tr>
<td>Trash Service:</td>
<td>– Cart Only</td>
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</tr>
<tr>
<td>Extra Cart – Trash or Recycle</td>
<td>$8.95</td>
<td>$8.95</td>
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<tr>
<td>Additional Bulky Waste Collection - $ each</td>
<td>$29.49</td>
<td>$29.49</td>
</tr>
<tr>
<td>Oversized Bulky Waste Collection – per CY</td>
<td>$29.49</td>
<td>$29.49</td>
</tr>
</tbody>
</table>

Cart size change – container swap fee each residential address for initial contract term

| 1<sup>st</sup> Cart exchange fee | No Charge |
| 2<sup>nd</sup> and subsequent cart exchange fee | $35.81 each |

**Not included in base service. Rates to be negotiated between Contractor and Out-of-City Customer**
City of Georgetown, Texas
Commercial Solid Waste Services

<table>
<thead>
<tr>
<th># Carts</th>
<th>P1</th>
<th>P2</th>
<th>P3</th>
<th>P4</th>
<th>P5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$24.72</td>
<td>$49.45</td>
<td>$74.16</td>
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<td>2</td>
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<td>$98.89</td>
<td>$148.32</td>
<td>$197.76</td>
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<td>3</td>
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<td>$370.80</td>
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<td>$494.41</td>
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<td>5</td>
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<td>$247.21</td>
<td>$370.80</td>
<td>$494.41</td>
<td>$618.01</td>
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</tbody>
</table>

Note: Multiple frequency available in central business district only

Commercial Recycling Service

<table>
<thead>
<tr>
<th># Carts</th>
<th>EOW</th>
<th>P1</th>
<th>P2</th>
<th>P3</th>
<th>P4</th>
<th>P5</th>
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</thead>
<tbody>
<tr>
<td>1</td>
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<td>$23.48</td>
<td>$59.33</td>
<td>$96.41</td>
<td>$133.49</td>
<td>$182.94</td>
</tr>
<tr>
<td>2</td>
<td>$46.96</td>
<td>$118.66</td>
<td>$192.82</td>
<td>$266.98</td>
<td>$365.86</td>
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</tr>
<tr>
<td>3</td>
<td>$70.46</td>
<td>$177.98</td>
<td>$289.23</td>
<td>$400.47</td>
<td>$548.79</td>
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</tr>
<tr>
<td>4</td>
<td>$93.94</td>
<td>$237.31</td>
<td>$385.64</td>
<td>$533.95</td>
<td>$731.71</td>
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</tbody>
</table>

Note: Multiple frequency available in central business district only

Commercial Containers

<table>
<thead>
<tr>
<th># Carts</th>
<th>P1</th>
<th>P2</th>
<th>P3</th>
<th>P4</th>
<th>P5</th>
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<th>P7</th>
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</thead>
<tbody>
<tr>
<td>2CY</td>
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<td>$285.93</td>
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<td>$500.39</td>
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<tr>
<td>3CY</td>
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<td>$321.87</td>
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<td>$482.80</td>
<td>$563.25</td>
</tr>
<tr>
<td>4CY</td>
<td>$89.45</td>
<td>$178.89</td>
<td>$268.34</td>
<td>$357.79</td>
<td>$447.25</td>
<td>$536.68</td>
<td>$626.13</td>
</tr>
<tr>
<td>6CY</td>
<td>$107.42</td>
<td>$214.82</td>
<td>$322.24</td>
<td>$429.65</td>
<td>$537.06</td>
<td>$644.48</td>
<td>$751.89</td>
</tr>
<tr>
<td>8CY</td>
<td>$125.38</td>
<td>$250.75</td>
<td>$376.14</td>
<td>$501.51</td>
<td>$626.89</td>
<td>$752.26</td>
<td>$877.65</td>
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<tr>
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<td>$716.71</td>
<td>$860.06</td>
<td>$1,003.40</td>
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Commercial containers-City Discount 10%
## City of Georgetown, Texas

### Commercial Container Recycling

<table>
<thead>
<tr>
<th># Carts</th>
<th>Pickups Per Week</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>2CY</td>
<td>$68.62</td>
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<td>4CY</td>
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<tr>
<td>6CY</td>
<td>$103.12</td>
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<tr>
<td>8CY</td>
<td>$120.37</td>
</tr>
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<td>10CY</td>
<td>$137.61</td>
</tr>
</tbody>
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### Commercial – Additional Services

- Locking device – installation: $101.10 one-time charge
- Locking device: $24.22 per month
- Casters – for non-residential containers: $35.81 per month

### Unscheduled Extra Pickups

- 2 CY: $54.76 each
- 3 CY: $68.45 each
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### FL Compactors – Service rates and rental costs to be negotiated between TDS & Customer
City of Georgetown, Texas

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- Compactor rental fees Varies depending on equipment, age, Condition, options, services, contract term, etc.

Freon Removal $47.39 each appliance
Removal of Dead Animals – under 100 lbs. $63.19 each
SUBJECT:
Consideration and possible action to approve a mural easement agreement with GT Monument 2, LP, for a portion of Block 28, Lots 1-8 Amended to the City of Georgetown, and located at 206 West 6th Street #115, for the placement of public art -- Amanda Still, Arts and Culture Coordinator and Eric P. Lashley, Library Director

ITEM SUMMARY:
The property owners of the building where Wag Heaven is located and the business owners of Wag Heaven would like to place a public art mural on the building. The mural design was approved by the Georgetown Arts and Culture Board. The property owners will grant the mural easement, and the business owners will fund $2,000 toward the cost of the for the design, implementation, and materials for the mural. Additional funding for the mural will come from the grant funds received by the Arts and Culture Program from the National Endowment for the Arts as part of the Healing Arts for Veterans Program. A Mural Easement Agreement has been drafted and includes the image of the approved mural design.

FINANCIAL IMPACT:
Funding for this item comes from Wag Heaven business owners and a grant from NEA for the Healing Arts for Veterans Program.

SUBMITTED BY:

ATTACHMENTS:

Mural easement-K9 Heroes mural
MURAL EASEMENT AGREEMENT

This Mural Easement Agreement (this “Agreement”) is made and entered into this ______ day of ________, 2020 (the “Effective Date”) by and between The City of Georgetown, a Texas home-rule municipality (“Grantee”), and GT Monument 2, LP, a Texas limited partnership (“Grantor”). Grantor and Grantee may each be referred to herein as a “Party” or collectively as the “Parties”.

RECATALS

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

B. Grantor is the owner of the real property located at 500 S. Austin Ave., Georgetown, Texas 78626 and legally described in Exhibit A, attached hereto and incorporated herein by reference (“the Property”). Grantor is willing to make a portion of said property available to Grantee for the placement of public art. Said artwork is described or depicted in Exhibit B, attached hereto and incorporated herein by reference (“the Artwork”). The location Grantee seeks to place the Artwork is generally depicted on Exhibit C, attached hereto and incorporated herein by reference.

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

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

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

3. Termination.
   a) At the expiration of the initial five (5) year easement term, either party may terminate the easement upon thirty (30) days’ written notice to the other. Grantee expressly agrees and warrants that upon such termination, Grantee shall remove the Artwork and the Property shall be restored to its prior condition, normal wear and tear excepted. Such removal shall occur within thirty (30) days of the termination of the easement, unless extended in writing by Grantor.
b) Grantor may terminate the easement at any time at its sole discretion upon thirty (30) days written notice to Grantee, should Grantee fail to substantially perform Grantee’s obligations under Section 4, below. Should Grantor elect to exercise this right of termination, Grantee expressly agrees and warrants that the Artwork shall be removed and the Property restored to its prior condition, normal wear and tear excepted. Such removal shall occur within thirty (30) days of the termination of the easement, unless this period is extended in writing by Grantor.

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

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

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

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

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

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

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

   **If to Grantor:**
   GT Monument 2, LP,
   A Texas limited partnership
   1717 N. Mays
   Round Rock, Texas 78664

   **If to Grantee:**
   City Manager
   City of Georgetown
   P.O. Box 409
   Georgetown, Texas 78627

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

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

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

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

14. **Invalidity of Particular Provisions.** Should any term, provision, condition or other portion of this Agreement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this Agreement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.
15. **No Waiver.** No waiver of full performance by any party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement.

    **IN WITNESS WHEREOF,** Grantor and Grantee have executed this Agreement effective as of the dates set forth below.

**GRANTOR:**
GT Monument 2, LP, a Texas limited partnership

    By: GT Monument Management, LLC,
    a Texas limited liability company,
    Its General Partner

By: ________________________________ Dated: ________________________________
    David S. Hays, Manager of
    GT Monument Management, LLC,
    a Texas limited liability company

**STATE OF TEXAS** §
**COUNTY OF WILLIAMSON** §

    BEFORE ME, a Notary Public, on this day personally appeared, **David S. Hays,** as Manager of **GT Monument Management, LLC, a Texas limited liability company,** the General Partner of **GT Monument 2, LP, a Texas limited partnership** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said limited partnership.

    GIVEN UNDER MY HAND AND SEAL of office this ______ day of _____, 2020.

________________________________________
Notary Public in and for the State of Texas
ACCEPTED:
City of Georgetown, Grantee

______________________________                      Dated: ______________________
Dale Ross, Mayor

ATTEST:

______________________________                      Dated: ______________________
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

______________________________                      Dated: ______________________

______________________________, Assistant City Attorney
Consent and Subordination by Lienholder

R Bank of Texas, a Texas state bank of 3600 E. Palm Valley Blvd., Round Rock, Texas 78665, ("Lienholder"), as the holder of [a] lien[s] on the Property subject to the easement, consents to the above grant of an easement, including the terms and conditions of the grant, and Lienholder subordinates its lien[s] to the rights and interests of Grantee, so that a foreclosure of the lien[s] will not extinguish the rights and interests of Grantee.

R Bank of Texas, a Texas state bank, Lienholder

By ________________________________

Name: ________________________________

Title: ________________________________

STATE OF ___________________  §
COUNTY OF ___________________  §

BEFORE ME, a Notary Public, on this day personally appeared ____________________, known to me to be the person whose name is subscribe to the foregoing instrument, and acknowledged to me that he executed the same as ____________________, on behalf of R Bank of Texas, a Texas state bank.

GIVEN UNDER MY HAND AND SEAL of office this ________ day of ______, 2020.

Notary Public in and for the State of ___________________
EXHIBIT A

Lot 2, Block 28, AMENDING PLAT OF LOTS 1-8, BLOCK 28, REVISED CITY OF GEORGETOWN, according to the map or plat thereof recorded in Document No. 2013113410, official Records, Williamson County, Texas.
EXHIBIT B

“K9 Heroes Mural at Wag Heaven”
205 West 6th Street #115, Georgetown, TX 78626
Dimensions: 70’x18’
EXHIBIT C

Western wall of 205 West 6th Street #115, Georgetown, TX 78626
Stucco exterior wall
SUBJECT:
Consideration and possible action to approve a Funding Memorandum of Understanding with Bernhard Manley, Inc, a Texas corporation d/b/a Wag Heaven (“Wag Heaven”) for the placement of public art at 206 West 6th Street #115 -- Amanda Still, Arts and Culture Coordinator and Eric P. Lashley, Library Director

ITEM SUMMARY:
The property owners of the building where Wag Heaven is located and the business owners of Wag Heaven would like to place a public art mural on the building. The mural design was approved by the Georgetown Arts and Culture Board. The property owners will grant the mural easement, and the business owners will fund $2,000 toward the cost of the for the design, implementation, and materials for the mural. Additional funding for the mural will come from the grant funds received by the Arts and Culture Program from the National Endowment for the Arts as part of the Healing Arts for Veterans Program. A Funding Memorandum of Understanding has been drafted and includes the image of the approved mural design.

FINANCIAL IMPACT:
There is no financial responsibility to the City for this project, as funding will come from the NEA grant and business owners of Wag Heaven.

SUBMITTED BY:

ATTACHMENTS:

Funding agreement K9 Heroes mural
FUNDING MEMORANDUM OF UNDERSTANDING

THIS FUNDING MEMORANDUM OF UNDERSTANDING (“MOU”) is made and effective this ____ day of October, 2020, by THE CITY OF GEORGETOWN, TEXAS, a Texas home rule municipality (“City”) and BERNHARD MANLEY, INC, a Texas corporation d/b/a Wag Heaven (“Wag Heaven”).

WHEREAS, City operates a public arts program and desires to install a wall mural generally as shown on Exhibit A attached hereto (the “Project”) on the western wall of the property owned by GT Monument 2, LP and leased by Wag Heaven, located at 206 West 6th Street #115, Georgetown, TX 78626 and described as a portion of Block 28, Lots 1-8 Amended, Original City of Georgetown (the “Property”); and

WHEREAS, Wag Heaven desires to provide funds to the Project.

NOW THEREFORE BE IT MUTUALLY AGREED AS FOLLOWS:

1. Wag Heaven Responsibilities.

   (a) Wag Heaven agrees to provide funds to the Project in the amount of two thousand dollars and no cents ($2,000.00) (the “Funds”) within thirty (30) days of the effective date of this MOU.

   (b) Wag Heaven agrees to coordinate with City staff to review modifications to the Project presented by City’s Arts and Culture Board or City Council.

   (c) Wag Heaven agrees to assist City in obtaining a mural easement from GT Monument 2, LP, for the installation and maintenance of the Project.

2. City Responsibilities.

   (a) City agrees to provide funds to the Project in the amount of six thousand dollars and no cents ($6,000.00) (the “Grant Funds”).

   (b) City agrees to use the Grant Funds and the Funds to contract with an artist or artists to install the Project and to purchase and provide any supplies and materials needed for the Project.

   (c) City agrees to use any remaining Funds to provide ongoing maintenance in the same manner and to the same degree as it does for similar City murals.
3. **Approvals and Consents.** Approvals or consents required or permitted to be given under this MOU shall be given in writing and must be signed by a person authorized to give such approval or consent on behalf of the party.

4. **Address and Notice.** Unless otherwise provided in this MOU, any notice to be given under this MOU shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

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

If to Wag Heaven, to:

   Bernhard Manley, Inc. d/b/a Wag Heaven  
1305 Vine Street  
Georgetown, TX 78626  
Attention:  Jusak Yang Bernhard

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

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

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

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

   (a) Wag Heaven understands that this MOU is not intended to form a binding legal agreement to proceed with the Project. It is intended to set out the intentions of the parties regarding funding so that the Project may proceed.

   (b) Nothing herein is intended to authorize Wag Heaven to act as the agent or
representative of City and it shall not attempt to bind City in any way or represent that it has authority to bind City.

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

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

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

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

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

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

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

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

13. **Captions.** The captions of each section of this MOU are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.
14. **Interpretations.** This MOU and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this MOU.

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

16. **Applicable Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Texas.

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

---

**WAG HEAVEN**

BERNHARD MANLEY, INC., a Texas corporation, d/b/a WAG HEAVEN

By: ______________________
    Jusak Yang Bernhard, Director

---

**CITY**

THE CITY OF GEORGETOWN, a Texas home rule municipality

By: ______________________
    Dale Ross, Mayor

Attest:

__________________________
    Robyn Densmore
    City Secretary

Approved as to form:

__________________________
    Skye Masson
    City Attorney
SUBJECT:
Forwarded from the Library Advisory Board:
Consideration and possible action to authorize library staff to purchase library materials from Ingram, Inc. in a total amount not to exceed $270,000.00 for fiscal year 2020-2021 – Eric Lashley, Library Services Director

ITEM SUMMARY:
The Library estimates it will spend approximately $270,000 for library materials during FY 20/21. The Library has a City budget of $182,293, but will receive grants and gifts totaling approximately $80,000. A majority of Library purchases will be from Ingram, Inc. Ingram is a book wholesaler. They provide the largest discount among their competitors and provide free shipping. Ingram has provided the Library years of excellent service.

FINANCIAL IMPACT:
No more than $270,000 to Ingram, Inc. for library materials in FY 20/21.

SUBMITTED BY:

ATTACHMENTS:

Ingram discounts
### Contract Item List

**Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services**

**Ingram Library Services LLC**

<table>
<thead>
<tr>
<th>Category</th>
<th>K-12 School Libraries Category</th>
<th>Public Libraries (City, Regional, etc.) Category</th>
<th>Academic Institutions Category</th>
<th>State Agencies and Co-Op Member Category</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Electronic and Digital Materials</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category 1</td>
<td>Digital pre-loaded; all-in-one audio books</td>
<td>20%</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>Category 2</td>
<td>Digital pre-loaded; all-in-one audio book pack kits</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Category 3</td>
<td>Digital pre-loaded</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Category 4</td>
<td>Audiovisual Pre-loaded; Device included</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Print Materials</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category 5</td>
<td>Adult trade; fiction/non-fiction hardbound</td>
<td>38%</td>
<td>47%</td>
<td>20%</td>
</tr>
<tr>
<td>Category 6</td>
<td>Adult trade; fiction/non-fiction paperback</td>
<td>36%</td>
<td>41%</td>
<td>20%</td>
</tr>
<tr>
<td>Category 7</td>
<td>Juvenile trade; fiction/non-fiction hardbound</td>
<td>38%</td>
<td>47%</td>
<td>20%</td>
</tr>
<tr>
<td>Category 8</td>
<td>Juvenile trade; fiction/non-fiction paperback</td>
<td>36%</td>
<td>41%</td>
<td>20%</td>
</tr>
<tr>
<td>Category 9</td>
<td>Mass market paperback; rack</td>
<td>36%</td>
<td>41%</td>
<td>20%</td>
</tr>
<tr>
<td>Category 10</td>
<td>Non-trade publication; hardbound</td>
<td>10%</td>
<td>10%</td>
<td>20%</td>
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<tr>
<td>Category 11</td>
<td>Non-trade publications; paperback</td>
<td>10%</td>
<td>10%</td>
<td>20%</td>
</tr>
<tr>
<td>Category 12</td>
<td>University press</td>
<td>10%</td>
<td>10%</td>
<td>20%</td>
</tr>
<tr>
<td>Category 13</td>
<td>Adult library bound; fiction/non-fiction</td>
<td>10%</td>
<td>15%</td>
<td>20%</td>
</tr>
<tr>
<td>Category 14</td>
<td>Juvenile library bound; fiction/non-fiction</td>
<td>10%</td>
<td>15%</td>
<td>20%</td>
</tr>
<tr>
<td>Category 15</td>
<td>Pre-bound hardbound</td>
<td>30%</td>
<td>30%</td>
<td>20%</td>
</tr>
<tr>
<td>Category 16</td>
<td>Pre-bound paperback</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Nonstandard Formats</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category 17</td>
<td>Music/Audio Comacts Disc; Pre-recorded</td>
<td>10%</td>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td>Category 18</td>
<td>Music/Audio Record Disc, Vinyl; Pre-recorded</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Category 19</td>
<td>Audiovisual DVD/Blue-ray pre-recorded; feature/non-feature films</td>
<td>25%</td>
<td>31%</td>
<td>20%</td>
</tr>
<tr>
<td>Category 20</td>
<td>Spoken word/audio compact disc pre-recorded; abridged</td>
<td>45%</td>
<td>46%</td>
<td>20%</td>
</tr>
<tr>
<td>Category 21</td>
<td>Spoken word/audio compact disc pre-recorded; un-abridged</td>
<td>45%</td>
<td>46%</td>
<td>20%</td>
</tr>
<tr>
<td>Category 22</td>
<td>Spoken word/audio MP3 format pre-recorded; un-abridged</td>
<td>45%</td>
<td>46%</td>
<td>20%</td>
</tr>
</tbody>
</table>

*N/A = not awarded

**Additional Information**

Net titles for all categories and bindings are invoiced at 0.0% discount. For public, K12 school libraries and State Agencies, Spoken word audio non-trade/short discount invoiced at 10.0% discount. Video Games invoiced at 5.0% discount for all categories. Continuations and standing order programs receive the same discounts as firm orders.
## Contract Item List

**Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services**

**Ingram Library Services LLC**

### Premium Processing - Shelf-Ready

<table>
<thead>
<tr>
<th>Description</th>
<th>Base Price</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record</td>
<td>$1.19</td>
<td>Mylar or up to 2 label protectors, spine label, barcode, standard BookMARC record. Laminate paperback cover is a separate charge.</td>
</tr>
<tr>
<td>Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record</td>
<td>$1.99</td>
<td>Mylar or up to 2 label protectors, spine label, pre-programmed RFID and barcode (1) set, standard BookMARC record. Laminate paperback cover is a separate charge.</td>
</tr>
</tbody>
</table>

### Processing Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Base Price</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brief MARC Record</td>
<td>No Charge</td>
<td>If Vendor Offers MARC records, a Brief MARC Record Shall Be Free of Charge, Per the Terms of This RFP</td>
</tr>
<tr>
<td>Full MARC Record</td>
<td>0.35</td>
<td>BookMARC record via FTP or ipage</td>
</tr>
<tr>
<td>Mylar Jacket</td>
<td>0.69</td>
<td>attached via tape or glue</td>
</tr>
<tr>
<td>Barcode Label</td>
<td>0.20</td>
<td></td>
</tr>
<tr>
<td>Label (per application-Customer supplied)</td>
<td>0.20</td>
<td></td>
</tr>
<tr>
<td>Label (per application-Vendor supplied)</td>
<td>0.20</td>
<td></td>
</tr>
<tr>
<td>Genre Label</td>
<td>0.20</td>
<td></td>
</tr>
<tr>
<td>Spine Label</td>
<td>0.20</td>
<td></td>
</tr>
<tr>
<td>Label Protector</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>Pocket (paper)</td>
<td>0.35</td>
<td></td>
</tr>
<tr>
<td>Pocket (vinyl)</td>
<td>0.45</td>
<td></td>
</tr>
<tr>
<td>Property Stamp (per impression)</td>
<td>0.20</td>
<td></td>
</tr>
<tr>
<td>Spine Tape (inside)</td>
<td>1.55</td>
<td></td>
</tr>
<tr>
<td>Spine Tape (Outside)</td>
<td>0.85</td>
<td></td>
</tr>
</tbody>
</table>

### Audio Visual Processing and Accessories

<table>
<thead>
<tr>
<th>Description</th>
<th>Base Price</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digital Processing for Media</td>
<td>$2.00</td>
<td>Up to 6 digital labels</td>
</tr>
<tr>
<td>Format Conversion Service</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Hub Label (per application)</td>
<td>$0.25</td>
<td></td>
</tr>
<tr>
<td>Shrink Wrap Removal</td>
<td>$0.55</td>
<td></td>
</tr>
<tr>
<td>DVD/CD Case, Holds Single Disc (Paper)</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>DVD/CD Case, Holds Single Disc (Plastic)</td>
<td>$1.99</td>
<td>DVD single disc case.</td>
</tr>
<tr>
<td>DVD/CD Case, Holds Multiple Discs</td>
<td>$2.60</td>
<td>DVD multiple disc case</td>
</tr>
<tr>
<td>DVD/CD Case, Locking</td>
<td>$2.59</td>
<td>Single DVD OneTime locking case at $2.59. Multi-DVD OneTime locking case at $3.50. Single music CD OneTime locking case at $3.00, Double music CD OneTime locking case at $3.50.</td>
</tr>
<tr>
<td>Spoken Audio CD Case; Various Capacities</td>
<td>$3.80</td>
<td>small spoken audio CD clam case; $4.75 medium spoken audio CD clam case; $6.00 large spoken audio clam case.</td>
</tr>
</tbody>
</table>
### Laminated Paperback Covers

<table>
<thead>
<tr>
<th>Description</th>
<th>Base Price</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Polypropylene Laminate; Various Thicknesses</td>
<td>$1.85</td>
<td>$1.85 for 15 mil laminate cover. $1.99 for 5 mil laminate cover. Clear polyester, applied to front and back cover. The 2-mil spine ensures the book remains flexible.</td>
</tr>
<tr>
<td>Vinyl Laminate; Various Thicknesses</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

### RFID/Theft Deterrents

<table>
<thead>
<tr>
<th>Description</th>
<th>Base Price</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-programmed RFID/Barcode Set (1 Barcode); Applied to book</td>
<td>$0.80</td>
<td>Ingram-supplied tag</td>
</tr>
<tr>
<td>RFID (&quot;universal&quot; tag programmed and applied)</td>
<td>$0.99</td>
<td>StingRay Full Disc Overlay RFID Tags</td>
</tr>
<tr>
<td>CD/DVD Overlay RFID Tag</td>
<td>$1.29</td>
<td>StingRay Full Disc Overlay RFID Tags</td>
</tr>
<tr>
<td>Theft Deterrent Tape/Strip</td>
<td>$0.50</td>
<td>3M or Checkpoint theft strip placed inside book or on case</td>
</tr>
</tbody>
</table>

### Additional Processing Components

Ingram offers prebinding services for $5.45 per unit. Spoken Audio CDs can be repackaged into locking MediaSAFE cases for $4.95 per unit. Small case (holds up to 14 CDs) and $5.30 per unit large case (holds up to 26 CDs.) Processing options requested by the Library and not specifically listed on this price sheet will be offered at our standard pricing at the time an option is added to the customer’s account profile. Ingram can provide custom cataloging including linking, record upgrades, and original cataloging. Pricing is custom quoted based on the individual library’s specifications.
SUBJECT:
Forwarded from the Georgetown Electric Utility Board:

Discussion and possible action to approve a 3rd Renewal with Wesco Distribution, Inc. to provide Honeywell electric meters and related items for the Advanced Metering Infrastructure system in an amount not to exceed $420,000.00 and to ratify $35,700.00 of previous expenditures for similar purchases from Wesco Distribution on Contract No.17-0074-GC -- Michael Maldonado Metering Services Manager and Leticia Zavala-Jones, Customer Care Director

ITEM SUMMARY:
The City initially contracted with Wesco Distribution in June, 2017 for one year, with four (4) one-year renewal options. This item recommends approval of the 3rd one-year renewal with Wesco Distributions.

Wesco Distribution, Inc. is the only authorized distributor for Honeywell AMI compatible meters in the State of Texas thus these meters are purchased via a Sole Source procurement. The Local Government Code approves an exemption from competitive bidding laws for sole source procurement due to patents, copyrights, secret processes, or natural monopolies.

The annual not-to-exceed amount of $420,000 is unchanged from the renewals approved in prior years. In addition, this agenda item also includes approval of $35,700 for previous expenditures for similar purchases from Wesco Distribution which were required to replenish stock and occurred after the 2nd renewal expired.

In 2019, the City spent $335,000 to support new growth and maintain and replace inoperable meters for residential electric customers. The costs for 2020 will go up because of anticipated system growth and utilizing a different type of meter for residential electric customers. The City will begin using a remote connect/disconnect meter for residential customers to save on the operational costs of a “truck roll”.

The Georgetown Electric Utility Board unanimously recommended this item at their September 17, 2020 meeting.

Staff recommends approval of this item.

FINANCIAL IMPACT:
This 3rd Renewal with Wesco Distribution, Inc. includes revised per-unit prices from the original agreement, but the annual not-to-exceed amount of $420,000 is unchanged. The meters are purchased as inventory and expensed (in various spend accounts) when removed from the warehouse and installed.

SUBMITTED BY:
Michael Maldonado, Meter Services Manager and Leticia Zavala-Jones, Customer Care Director

ATTACHMENTS:

Wesco - Honeywell Meters - Renewal
Wesco - Honeywell Meters - Price List
Renewal No. 3

to the Agreement between
Wesco Distribution, Inc.
and the
City of Georgetown, Texas

This Third Renewal Agreement ("Third Renewal") is entered into by and between the CITY OF GEORGETOWN, a Texas Home-Rule Municipal Corporation (the "City"), and WESCO DISTRIBUTION, INC. (the "Contractor") (collectively, the "Parties"). The PARTIES hereby agree as follows:

WHEREAS, the Parties entered into an Agreement on June 13, 2017 for the purchase of Honeywell Electric Meters related to the City’s Advanced Metering Infrastructure, Contract No. 17-0074-GC (the “Original Agreement”); and,

WHEREAS, the Contractor is the Sole Source Distributor of the Honeywell electric meters and related items for City’s Advanced Metering Infrastructure (AMI) System; and

WHEREAS, the Original Agreement provided for (4) four additional one (1) year renewal terms; and,

WHEREAS, the Parties agreed to renew the Original Agreement for a first renewal term on June 12, 2018 and on November 26, 2019 for a second renewal term; and

WHEREAS, the Parties desire to renew the Original Agreement for a third renewal term; and,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree to renew the Original Agreement for a third additional one-year term which will begin immediately upon the expiration of the second renewal term and will end on June 12, 2021, this being the third renewal term.

2. This Third Renewal binds and benefits the Parties and their successors or assigns. This document, including the Original Agreement, is the entire agreement between the Parties.

3. During the term of this Third Renewal, the prices shown in Exhibit A, attached hereto, shall apply to the supply of Honeywell electric meters and related items for City’s Advanced Metering Infrastructure (AMI) System.

4. During the term of this Third Renewal, the City will pay the Contractor an amount not to exceed five hundred twenty thousand dollars ($420,000.00).

5. All other terms and conditions of the Original Agreement not inconsistent with this Third Renewal shall apply. Except as expressly modified by this Third Renewal, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

[Signature page to follow]
WESCO DISTRIBUTION, INC.

By: ______________________________

Printed Name: Morgan Aikins

Title: Account Manager

Date: 8/19/20

CITY OF GEORGETOWN

By: ______________________________

Printed Name: Dale Ross

Title: Mayor

Date: ______________________________

ATTEST:

__________________________________

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

__________________________________

James Kachelmeyer, Assistant City Attorney
2020-2021 Price List – Expires 06/30/2021

<table>
<thead>
<tr>
<th>Customer Part Number</th>
<th>Honeywell Style</th>
<th>Description</th>
<th>Price/Each</th>
</tr>
</thead>
<tbody>
<tr>
<td>366900</td>
<td>ZFA3K0000000</td>
<td>Meter, Form 1S, Type R2S, REX2 w/o Disconnect</td>
<td>$115.00</td>
</tr>
<tr>
<td>366901</td>
<td>ZFCWM0000000</td>
<td>Meter, Form 25, Type R2S, NET 200 amp</td>
<td>$101.25</td>
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<tr>
<td>366920</td>
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<td>$465.00</td>
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<td>Meter, Form 16S, Type A3RL, Class 320 amp</td>
<td>$452.50</td>
</tr>
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<td>ZFSWK000000</td>
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<td>366938</td>
<td>ZD3410P80L4</td>
<td>Meter, Electric, Form 16S, Class 320, Bi-Directional Solar</td>
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<td>Meter, Form 16S, Class 320 amp, 120-480V RD</td>
<td>$471.25</td>
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</table>

**YELLOW – R2 | BLUE – A3**

**Note** - The pricing shown does require quantity thresholds to be met. For REX meters, we need at least 96 per order and that total can be met by the total of all line items in the PO. For A3 meters, the threshold for attached pricing is 24 and that can be totaled in the PO as well.

Sincerely,

Morgan Aikins
Wesco Distribution
4410 Dividend Dr
San Antonio, TX 78219
Cell: (210) 823-4096
SUBJECT:
Forwarded from the Georgetown Water Utility Advisory Board:
Consideration and possible action to approve renewal no. 4 of contract no. SCON-2000171 with Brenntag Southwest, Inc. for purchase and delivery of various chemicals for Water and Wastewater treatment, not to exceed $379,026.83 -- Mike Welch, Treatment and Regulatory Manager.

ITEM SUMMARY:
The purpose of this contract is to provide coagulants, precipitants, polymers, and disinfectants necessary for the complete and regulatory compliant treatment of waters for public drinking, industrial activities, irrigation, and discharge to receiving streams. The term of the contract will be for one year.

SPECIAL CONSIDERATIONS:
This the fourth of four available renewals of an existing contract.

FINANCIAL IMPACT:
Funds for this additional expenditure will impact the Water and Wastewater Treatment Budget.

<table>
<thead>
<tr>
<th>Fund</th>
<th>FY20 YTD Actual</th>
<th>FY20 Budget</th>
<th>FY21 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Centers - Water and Wastewater Treatment Spend Category - Chemicals</td>
<td>$477K</td>
<td>$690K</td>
<td>$740K</td>
</tr>
</tbody>
</table>

STAFF RECOMMENDATION:
Staff recommends awarding Brenntag Southwest, Inc. $379,026.83 for chemicals.

ATTACHMENTS:
Pricing – Renewal No. 4
Brenntag Renewal agreement

SUBMITTED BY:
Mike Welch, Regulatory and Treatment Manager

ATTACHMENTS:
Pricing – Renewal No. 4
Brenntag Renewal agreement
<table>
<thead>
<tr>
<th>Bid Line Item No. and Treatment Plant No.</th>
<th>Description</th>
<th>Annual Estimated Bid</th>
<th>UOM</th>
<th>Unit Price</th>
<th>New Extended</th>
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</thead>
<tbody>
<tr>
<td>1 2 - Lake WTP</td>
<td>Aqualum 3004</td>
<td>8000</td>
<td>Gal</td>
<td>$6.2019</td>
<td>$49,615.44</td>
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<td>2 3 - Lake WTP</td>
<td>Alum 48%</td>
<td>152216</td>
<td>Gal</td>
<td>$0.6329</td>
<td>$96,344.39</td>
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<tr>
<td>3 4 - Lake WTP</td>
<td>Liquid Ammonium Sulfate</td>
<td>32829</td>
<td>Gal</td>
<td>$0.9463</td>
<td>$31,065.29</td>
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<tr>
<td>4 5 - Lake WTP</td>
<td>Sodium Permanganate</td>
<td>70</td>
<td>Drum</td>
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<td>12500</td>
<td>Gal</td>
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<tr>
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<td>7 10 - South Side WTP</td>
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<td>8 12 - Domel Ground WTP</td>
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<td>160</td>
<td>Each</td>
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<td>Gal</td>
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<tr>
<td>10 15 - Pecan Branch WWTP</td>
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<td>1501</td>
<td>Gal</td>
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<td>11 16 - Pecan Branch WWTP</td>
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<td>Gal</td>
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<td>12 20 - Cimarron Hills WWTP</td>
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<td>$2,286.32</td>
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<td>14 22 - Stonewall PS</td>
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<td>Each</td>
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<td>15 23 - Pastor PS</td>
<td>Chlorine Gas</td>
<td>70</td>
<td>Each</td>
<td>$102.9000</td>
<td>$7,203.00</td>
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<tr>
<td>16 24 - Hoover PS</td>
<td>Chlorine Gas</td>
<td>70</td>
<td>Each</td>
<td>$102.9000</td>
<td>$7,203.00</td>
</tr>
</tbody>
</table>

Total                                          | $379,026.83
Renewal No. 4 and Amendment to the Agreement between Brenntag Southwest, Inc. and the City of Georgetown, Texas

This is the Fourth Renewal and Amendment ("Fourth Renewal") of the Agreement between Brenntag Southwest, Inc. ("Brenntag") and the City of Georgetown, Texas (the "City") (together, the "Parties") entered into on October 1, 2016, for Water and Wastewater Treatment Chemicals, Blanket PO No. 3700B003, ITB 2-1638 ("Agreement").

WHEREAS, on October 1, 2016, the Parties entered into the Agreement; and

WHEREAS, on August 28, 2017, the Parties amended the Agreement; and

WHEREAS, the Agreement included four one-year renewal periods; and

WHEREAS, the Parties renewed the Agreement on October 1, 2017 for a first renewal period, October 31, 2018 for a second renewal period, and on December 10, 2019 for a third renewal period; and

WHEREAS, the Parties desire to renew the Agreement for the fourth renewal period and establish the prices for the water and wastewater treatment chemicals during the fourth renewal period;

NOW THEREFORE, in consideration for the mutual benefits to be derived by the parties from this Fourth Renewal and other good and valuable consideration, the Parties agree as follows:

1. The Parties agree to renew the Agreement for a fourth renewal term which will begin immediately upon the expiration of the current term and will end on September 30, 2021.

2. During the fourth renewal term, the prices shown in Exhibit A, attached hereto, shall apply to the water and wastewater treatment chemicals.

3. During the fourth renewal term, the not to exceed amount shall be $379,026.83.

4. All other terms of the Agreement not inconsistent with this Fourth Renewal shall apply. Except as expressly modified by this Fourth Renewal, the Agreement remains unchanged and in full force and effect, subject to its terms.

5. This Fourth Renewal is effective on the date executed by the City.

BY THE SIGNATURES affixed below, this Fourth Renewal is hereby incorporated into and made a part of the above-referenced Agreement.

[Signature page to follow]
BRENNTAG SOUTHWEST, INC.  

By: ____________________________

Printed Name: ___________________

Title: ___________________________

Date: ____________________________

CITY OF GEORGETOWN

By: ____________________________

Printed Name: ___________________

Title: ___________________________

Date: ____________________________

ATTEST:

______________________________

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

______________________________

James Kachelmeyer, Assistant City Attorney
SUBJECT:
Forwarded from the Georgetown Water Utility Advisory Board:
Consideration and possible action to approve renewal #2 of contract number 18-0039-GC with Brenntag Southwest, Inc. for purchase and delivery of sodium hypochlorite for Water and Wastewater treatment, in the amount of $309,931.50 -- Mike Welch, Treatment and Regulatory Manager

ITEM SUMMARY:
The purpose of this contract is to provide disinfectants necessary for the complete and regulatory compliant treatment of waters for public drinking, industrial activities, irrigation, and discharge to receiving streams. The term of the contract will be for one year and may be renewed upon review an approval of the City.

SPECIAL CONSIDERATIONS:
This is the second of four available renewals on an existing contract.

FINANCIAL IMPACT:
Funds for this additional expenditure will impact the Water and Wastewater Treatment Budget.

<table>
<thead>
<tr>
<th>Fund</th>
<th>FY20 YTD Actual</th>
<th>FY20 Budget</th>
<th>FY21 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Centers - Water and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wastewater Treatment</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Spend Category - Chemicals</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>$477K</td>
<td>$690K</td>
<td>$740K</td>
<td></td>
</tr>
</tbody>
</table>

STAFF RECOMMENDATION:
Staff recommends awarding Brenntag Southwest, Inc. $309,931.50 for chemicals.

ATTACHMENTS:
Partially executed Brenntag renewal

SUBMITTED BY:
Mike Welch, Regularity and Treatment Manager

ATTACHMENTS:
Partially executed Brenntag renewal
**Contract No.** 18-0039-GC  
**Project No.**  
**Bid No.** 201801  
**RFP No.**  
☐ New Contract  ☑ Renewal  ☐ Change Order  ☐ Amendment  ☐ Assignment  ☐ Other  
**NAME OF CONTRACTOR:** Brenntag Southwest, Inc.  
**CONTRACT DESCRIPTION:** Sodium Hypochlorite 12.5%  
**CONTRACT VALUE:** $309,931.50  
**FUND / COST CENTER**  
**GRANT FUNDED:** ☐ NO  ☑ YES  If YES, Grant No.  

---

**SIGNATURES RECOMMENDING APPROVAL**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Nicole Amy</td>
<td>6/15/20</td>
</tr>
<tr>
<td>PURCHASING/CONTRACT COORDINATOR</td>
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**DIRECTOR ADMINISTERING CONTRACT**

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<th>(greater than $10,000)</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
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<tr>
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<tr>
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<tr>
<td>DIRECTOR ADMINISTERING CONTRACT</td>
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<tr>
<td>($10,000 or less)</td>
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<tr>
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<tr>
<td>CITY MANAGER/ASST CITY MANAGER</td>
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<tr>
<td>($50,000 or less)</td>
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<td>MAYOR/CITY SECRETARY ATTESTS (if applicable)</td>
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**FINAL PROCESSING**

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<tr>
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<tr>
<td>Payment Bond: x</td>
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<tr>
<td>Form 1295: 2020-630329</td>
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<table>
<thead>
<tr>
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<tr>
<td>Originals sent to CSO:</td>
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<tr>
<td>Scanned into Laserfiche/Global:</td>
</tr>
<tr>
<td>Council Date:</td>
</tr>
<tr>
<td>Item No.:</td>
</tr>
</tbody>
</table>

---

Legal - Please sign and send back to Nicole  
(department is getting this on a council agenda. Will hold until day of the council meeting)
Renewal No. 2

to the Agreement between
Brenntag Southwest, Inc.
and the
City of Georgetown, Texas

This Second Renewal ("Second Renewal") is made and entered into by and between the CITY OF GEORGETOWN, a Texas Home-Rule Municipal Corporation ("CITY") and BRENNTAG SOUTHWEST, INC. ("VENDOR"), (collectively, the "Parties"), which agree as follows:

WHEREAS, the Parties entered into an Agreement on January 23, 2018, Contract No. 18-0039-GC ("Original Agreement") for the provision and delivery of Sodium Hypochlorite 12.5% to five (5) Water and Wastewater Treatment Plants, (the "Services"); and

WHEREAS, the Original Agreement provided an initial term of one (1) year and provided for four (4) additional one (1) year renewal terms; and

WHEREAS, the Parties renewed the Original Agreement for a First Renewal term on on May 28, 2019; and

WHEREAS, the Parties desire to renew the Original Agreement for a Second Renewal Term beginning May 28, 2020;

NOW THEREFORE, in consideration for the mutual benefits to be derived by the Parties from this Second Renewal and other good and valuable consideration, the Parties agree as follows:

1. The Parties agree to renew the Original Agreement for a Second Renewal Term which will begin immediately upon the expiration of the current term and will end on May 28, 2021.

2. During the Second Renewal Term, the not to exceed amount shall be $309,931.50.

3. All other terms of the Original Agreement not inconsistent with this Second Renewal shall apply. Except as expressly modified by this Second Renewal, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

4. This Second Renewal is effective on the date executed by the CITY.

BY THE SIGNATURES affixed below, this Second Renewal is hereby incorporated into and made a part of the above-referenced Original Agreement.

[Signature page to follow]
Brenntag Southwest, Inc.

By: W. Thomas Crain

Printed
Name: W. Thomas Crain, Jr.
Authorized Representative

Title: President

Date: June 10, 2020

CITY OF GEORGETOWN

By: Dale Ross, Mayor

Date:

Attest:

Robyn Densmore, City Secretary

Approved as to Form:

Skye Masson, First Assistant City Attorney

First Amendment to Task Order No. CDM-20-002-TO

1. Specific Project Data:
   
   A. Title: 2019-2020 Utility Evaluations
   
   B. Description: Continue to support improved operational performance in water distribution system hydraulic model, support the City with water distribution system and wastewater collection system utility evaluations and/or ad hoc requests for the period of October 1, 2019 through September 30, 2020.
   
   C. City of Georgetown Project Number: 8JV
   
   D. City of Georgetown General Ledger Account No.: 660-9-0580-90-176
   
   E. City of Georgetown Purchase Order No.: 400094
   
   F. Master Services Agreement, Contract Number: 2016-738-MSA

2. Nature of Amendment [Check those that are applicable and delete those that are inapplicable.]
   
   [✓] Additional Services to be performed by Engineer
   
   [ ] Modifications to Services of Engineer
   
   [ ] Modifications to Responsibilities of Owner
   
   [✓] Modifications to Payment to Engineer
   
   [ ] Modifications to Time(s) for rendering Services
   
   [ ] Modifications to other terms and conditions of the Task Order

3. Description of Modifications

---

Georgetown – Revised 3.11
Attachment 1 (Modifications) to Exhibit K – Amendment to Task Order
EJCDC E-565 Standard Form of Agreement Between Owner and Engineer for Professional Services—Task Order Edition
Copyright ©2004 National Society of Professional Engineers for EJCDC. All rights reserved.
A. Engineer shall perform the following Additional Services: Evaluation of additional scenarios that have exceeded the number of evaluations anticipated in the original task order. Additionally, the complexity of the water evaluations has increased with large developments proposed in the Carriage Oaks and Rabbit Hill areas in particular. This has led to a need to make additional updates to the water model to better reflect recent improvements in these areas.

B. For the Additional Services or the modifications to Services set forth above, Owner shall pay Engineer the following additional or modified compensation: The total contract amount will be increased from $55,000 to $100,000.

4. Attachments: None

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

OWNER:

By: 

Name: Wayne Reed

Title: Assistant City Manager

ENGINEER:

By: 

Name: Allen D. Woelke, P.E.

Title: 

Engineer License or Firm’s Certificate No. F-3043

State of: Texas

APPROVED AS TO FORM:

[Signature]

[Signature]

[Signature]

Georgetown – Revised 3.11
SUBJECT:
First Reading of an Ordinance amending Section 13.04, Article II related to water rates, amending section 13.04.120 of the rates and charges water schedule -- Leticia Zavala-Jones, Customer Care Director

ITEM SUMMARY:
The goals and objectives for the 2020 Rate Study were to 1) achieve fiscal policy compliance, including revenue sufficiency; 2) provide an equitable cost of service structure, and 3) further promote water conservation within the rate structure.

The City's consultant, NewGen Strategies, provided an overview of the key drivers (Growth, Capital Needs, & Operations/Maintenance) impacting the rate options to Council and the Water Board in August. The consultants also provided a follow up review of rate options in September and October.

Below is a summary of the water rate changes:
- Increases to the base rate
  - Maintain 75% recovery of fixed costs in base charges
  - Plan for debt impact of major capital/system improvements
- Further promotion of water conservation through modified rates/tiers
  - 1st tier reduction: 10,000 kgals to 7,000 kgals
  - Reduction of the # of tiers

These rates will become effective in January 2021. Water rates were last adjusted in January 2018.

FINANCIAL IMPACT:
Impacts to the bills with various usage levels is below:

<table>
<thead>
<tr>
<th>Usage Level</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>5,000 Gallons</td>
<td>$31.75</td>
<td>$33.75</td>
</tr>
<tr>
<td>Variance, $</td>
<td></td>
<td>$2.00</td>
</tr>
<tr>
<td>Variance %</td>
<td></td>
<td>6.30%</td>
</tr>
<tr>
<td>15,000 Gallons</td>
<td>$52.50</td>
<td>$59.45</td>
</tr>
<tr>
<td>Variance, $</td>
<td></td>
<td>$6.95</td>
</tr>
<tr>
<td>Variance %</td>
<td></td>
<td>13.24%</td>
</tr>
<tr>
<td>25,000 Gallons</td>
<td>$84.50</td>
<td>$107.45</td>
</tr>
<tr>
<td>Variance, $</td>
<td></td>
<td>$22.95</td>
</tr>
<tr>
<td>Variance %</td>
<td></td>
<td>27.16%</td>
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<tr>
<td>35,000 Gallons</td>
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<tr>
<td>Variance, $</td>
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<td>$66.95</td>
</tr>
<tr>
<td>Variance %</td>
<td></td>
<td>53.78%</td>
</tr>
</tbody>
</table>

SUBMITTED BY:
Leticia Zavala-Jones - Director of Customer Care

ATTACHMENTS:

Water Rate Ordinance
ORDINANCE NO. ________________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEOGETOWN, TEXAS, AMENDING SECTION 13.04.120 TITLED “RATES AND CHARGES—WATER—SCHEDULE” OF THE CODE OF ORDINANCES OF THE CITY OF GEOGETOWN TEXAS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS The City of Georgetown last modified water rates in 2018; and

WHEREAS The City of Georgetown has completed a cost of service study for the water utility service territory; and

WHEREAS City of Georgetown wishes to implement water rates that recover the cost of water service for all customer classes; and

WHEREAS The City of Georgetown wishes to implement a water rate structure that promotes water conservation and the reduction of peak water demand; and

WHEREAS, The City Council of the City of Georgetown wishes to amend the current water rates and adopt proposed rates, effective on all utility billings after January 1, 2021.

NOW, THEREFORE, BE IT ORDAINED THAT THE CITY COUNCIL OF THE CITY OF GEOGETOWN, TEXAS THAT:

SECTION 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 3. Section 13.04.120 “Rates and Charges—Water—Schedule” of the Code of Ordinances of the City of Georgetown, Texas is hereby modified as follows:

Section 13.04.120 – Rates and charges—Water—Schedule.

Rates and charges for water service are as follows:

A. Monthly Customer Base Charge.
<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Inside City Limits</th>
<th>Outside City Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8-inch meter</td>
<td>$16.50</td>
<td>19.80</td>
</tr>
<tr>
<td>¾-inch meter</td>
<td>24.50</td>
<td>29.45</td>
</tr>
<tr>
<td>1-inch meter</td>
<td>41.00</td>
<td>49.25</td>
</tr>
<tr>
<td>1½-inch meter</td>
<td>81.45</td>
<td>97.95</td>
</tr>
<tr>
<td>2-inch meter</td>
<td>163.40</td>
<td>196.40</td>
</tr>
<tr>
<td>3-inch meter</td>
<td>391.75</td>
<td>470.95</td>
</tr>
<tr>
<td>4-inch meter</td>
<td>685.55</td>
<td>824.15</td>
</tr>
<tr>
<td>6-inch meter</td>
<td>1,501.00</td>
<td>1,804.50</td>
</tr>
<tr>
<td>8-inch meter</td>
<td>2,608.10</td>
<td>3,135.40</td>
</tr>
</tbody>
</table>

B. Monthly residential customer volumetric charge, per 1,000 gallons for Inside and Outside city limits:

<table>
<thead>
<tr>
<th>Gallons Range</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to and including 7,000 gallons</td>
<td>1.85</td>
</tr>
<tr>
<td>Over 7,001 gallons, up to and including 15,000 gallons</td>
<td>2.75</td>
</tr>
<tr>
<td>Over 15,001 gallons, up to and including 25,000 gallons</td>
<td>4.80</td>
</tr>
<tr>
<td>Over 25,001 gallons</td>
<td>8.40</td>
</tr>
</tbody>
</table>

SECTION 4. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

SECTION 5. If any provision of this ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or
application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

SECTION 6. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective and be in full force and effect on January 1, 2021 in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED on the 1st reading at regular meeting of the City Council of Georgetown, Texas, on this the _____ day of ____________, 2020

PASSED AND APPROVED on the 2nd and final reading at a regular meeting of the City Council of Georgetown, Texas on this the _____ day of __________, 2020.

ATTEST:          THE CITY OF GEORGETOWN:

______________________    By: _____________________
Robyn Densmore, City Secretary        Dale Ross, Mayor

APPROVED AS TO FORM:

______________________
Skye Masson, City Attorney
SUBJECT:
First Reading of an Ordinance amending Section 13.04, Article III related to sewer rates, amending Section 13.04.140 of the rates and charges sewer schedule -- Leticia Zavala-Jones, Customer Care Director

ITEM SUMMARY:
The goals and objectives for the 2020 Rate Study were to achieve fiscal policy compliance, including revenue sufficiency and provide an equitable cost of service structure,

Costs associated with operations, maintenance, and expansion of infrastructure were reviewed to determine revenue requirements to cover those costs. The City's consultant, NewGen Strategies, provided an overview to the Water Board and Council of the proposed changes over the past few months.

FINANCIAL IMPACT:
Below are the impacts to the rate structure

<table>
<thead>
<tr>
<th>Type</th>
<th>Current—in City</th>
<th>Proposed—in City</th>
<th>Current—Outside City</th>
<th>Proposed—Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$32.00</td>
<td>$34.85</td>
<td>$36.75</td>
<td>$40.10</td>
</tr>
<tr>
<td>Small Commercial</td>
<td>$32.00</td>
<td>$34.85</td>
<td>$36.75</td>
<td>$40.10</td>
</tr>
<tr>
<td>Commercial</td>
<td>$48.40 $2.75 per kgal</td>
<td>$52.70 $3.00 per kgal</td>
<td>$55.65 $3.15 per kgal</td>
<td>$60.65 $3.45 per kgal</td>
</tr>
<tr>
<td>High Strength</td>
<td>$48.40 $4.50 per kgal</td>
<td>$52.70 $4.90 per kgal</td>
<td>$55.65 $5.20 per kgal</td>
<td>$60.65 $5.65 per kgal</td>
</tr>
<tr>
<td>Commercial</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Large Commercial</td>
<td>$85.95 $2.75 per kgal</td>
<td>$93.60 $3.00 per kgal</td>
<td>$98.85 $3.15 per kgal</td>
<td>$107.65 $3.45 per kgal</td>
</tr>
<tr>
<td>Multifamily</td>
<td>$114.95 $2.75 per kgal</td>
<td>$125.20 $3.00 per kgal</td>
<td>$132.20 $3.15 per kgal</td>
<td>$143.95 $3.45 per kgal</td>
</tr>
</tbody>
</table>

SUBMITTED BY:
Leticia Zavala-Jones - Director of Customer Care

ATTACHMENTS:

Sewer Rate Ordinance
ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 13.04.140 TITLED "RATES AND CHARGES–SEWERS–SCHEDULE" OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN TEXAS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS The City of Georgetown last modified wastewater rates in 2018; and

WHEREAS, The City of Georgetown has completed a cost of service study for the wastewater utility service; and

WHEREAS The City of Georgetown wishes to modify rates to recover the cost of wastewater service; and

WHEREAS, The City Council of the City of Georgetown wishes to amend the current wastewater rates and adopt proposed changes, effective on all utility billings after January 1, 2021.

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

SECTION 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 3. Section 13.04.140 of the City of Georgetown Code of Ordinances is hereby modified as follows:

Sec. 13.04.140. - Rates and charges—Sewers—Schedule.
Residential Service:
A. Availability. This schedule applies to residential customers in single-family residences, or to residential locations that have domestic use only and two individual dwelling units or less per water meter. This schedule is not available to multi-family dwellings of more than two dwelling units per water meter.

Ordinance Number: ________________
Description: Sewer Utility Service Ordinance
Date Approved: ________________, 2020
B. Net Monthly Rates.
   1. Flat Rate Inside City Limits: $34.85 per month
   2. Flat Rate Outside City Limits: $40.10 per month

C. Residential customers may request a low-income sewer discount that is 20 percent below the current Flat Rate for the Residential Service that is applicable.
   1. Request for low-income discount must be made in writing.
   2. To qualify for the discount, customer or a permanent resident in the household must participate in the Medicaid Program and provide verifiable proof of that participation, such as a Medicaid card or official documentation.
   3. Requests for the low-income discount must be renewed annually.

D. Any customer connected to the City sewer must pay the sewer charges in this section. Any customer whose home is both vacant and under contract to sell with a real estate agent may be exempt from paying for sewer service upon application for exemption with the Utility Customer Care Office. A copy of the Realtor Sales Contract must be provided to the Utility Customer Care Office. Homes for sale by owner do not qualify for this exemption.

Small Commercial:
A. Availability. This schedule is available, by written request only, to non-residential consumers that have a single water line to their location that is no larger than ¾-inch and serves only one unit; a single sewer line, no larger than four inches; no more than ten plumbing fixtures; and whose function, processes or product does not utilize or require water.

B. Net Monthly Rate.
   1. Flat Rate Inside City Limits: $34.85 per month
   2. Flat Rate Outside City Limits: $40.10 per month

Commercial:
A. Availability. This schedule applies to non-residential customers at commercial or general service locations with a wastewater service line six inches or smaller. Multifamily locations do not qualify.

B. Net Monthly Rate.
   a. Inside City Limits.
      1. Customer Charge: $52.70 per month
      2. Volumetric Charge: $3.00 per 1,000 gallons
   b. Outside City Limits.
      1. Customer Charge: $60.65 per month

Ordinance Number: ________________
Description: Sewer Utility Service Ordinance
Date Approved: ________________, 2020
2. Volumetric Charge: $3.45 per 1,000 gallons

C. The volumetric charges in this section are calculated using the actual water consumption billed per month.

High Strength Commercial:

A. Availability. This service applies to any location that includes a restaurant, bakery, deli, or other non-residential food processing facility. It also applies to any other location where wastewater effluent BOD exceeds 250 mg/l (250 parts per million.)

B. Net Monthly Rate.
   a. Inside City Limits.
      1. Customer Charge: $52.70 per month
      2. Volumetric Charge: $4.90 per 1,000 gallons
   b. Outside City Limits.
      1. Customer Charge: $60.65 per month
      2. Volumetric Charge: $5.65 per 1,000 gallons

C. The volumetric charges in this section are calculated using the actual water consumption billed per month.

D. Locations suspected of discharging wastewater with a BOD greater than 250mg/l will be tested by an independent laboratory, selected by the City.

   a. Locations that demonstrate a BOD greater than 250 mg/l will be moved to the High Strength Commercial Rate. It is the responsibility of the customer to request further testing in order to be removed from this rate. Location must demonstrate an acceptable BOD level for three consecutive months to be removed from the rate. Customer is responsible for all costs associated with the collection and testing of samples.

   b. Locations not on the High Strength rate, whose tests reflect BOD of 250 mg/l or less will remain in their current rate class and no collection and testing costs will apply.

   c. Locations whose tests reflect BOD of 1500 mg/l or higher will be placed on the High Strength rate and, additionally, will be assessed a surcharge, as presented in Section 13.24.020 of this Chapter. Location must demonstrate a BOD of less than 1500 mg/l for three consecutive months in order to have the surcharge removed.

Large Commercial:

A. Availability. This schedule applies to non-residential customers at commercial or general service locations with a wastewater service line eight inches or larger. Multifamily locations do not qualify.

B. Net Monthly Rate.
   a. Inside City Limits.
1. Customer Charge: $93.60 per month
2. Volumetric Charge: $3.00 per 1,000 gallons

b. Outside City Limits.
   1. Customer Charge: $107.65 per month
   2. Volumetric Charge: $3.45 per 1,000 gallons

C. The volumetric charges in this section are calculated using the actual water consumption billed per month.

Multifamily:

A. Availability. This schedule applies to apartment complexes, condominiums, cooperatives or any other location that provides residential housing with more than two individual dwelling units per water meter and/or provides offices or common areas for residents.

B. Net Monthly Rate.
   a. Inside City Limits.
      1. Customer Charge: $125.20 per month
      2. Volumetric Charge: $3.00 per 1,000 gallons
   b. Outside City Limits.
      1. Customer Charge: $143.95 per month
      2. Volumetric Charge: $3.45 per 1,000 gallons

C. The volumetric charges in this section are calculated using the actual water consumption billed per month.

SECTION 4. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

SECTION 5. If any provision of this ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

SECTION 6. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective and be in full force and effect on January 1, 2021 in accordance with the provisions of the Charter of the City of Georgetown.
PASSED AND APPROVED on First Reading on the _____ of ______, 2020.

PASSED AND APPROVED on Second Reading on the _____ of ______, 2020.

ATTEST: THE CITY OF GEORGETOWN:

______________________     ______________________
Robyn Densmore, City Secretary    Dale Ross, Mayor

APPROVED AS TO FORM:

______________________
Skye Masson, City Attorney
SUBJECT:

ITEM SUMMARY:

FINANCIAL IMPACT:
Solid Waste Rate impact

SUBMITTED BY:
Teresa Chapman

ATTACHMENTS:

Ordinance Update Rates
Ordinance Update PP

WHEREAS, the City of Georgetown (the “City”) contracts with Texas Disposal Systems (“TDS”) for solid waste disposal services; and

WHEREAS, the City approved a fifth amendment to its agreement with TDS in October of 2020 (the “Fifth Amendment”); and

WHEREAS, TDS has requested a rate increase as provided in the Fifth Amendment; and

WHEREAS, the City has reviewed the request from TDS and determined that it is consistent with the terms of the Fifth Amendment; and

WHEREAS, the City has determined that the TDS requested rate increase is necessary in order to continue to maintain the high level of solid waste disposal services to which citizens have become accustomed; and

WHEREAS, the City has determined that a household hazardous waste program is necessary for the protection of the public health, safety, and welfare; and

WHEREAS, the City has determined that improvements to the City’s transfer station are necessary in order to continue to maintain the high level of solid waste disposal services to which citizens have been accustomed; and

WHEREAS, the new solid waste rates include charges related to the creation of a household hazardous waste program and related to costs incurred for improvements at the transfer station, as well as the increased TDS rates and city administrative costs.

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

Section 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.
Section 3. Section 13.04.180 of the Code of Ordinances, “Rates and charges – Solid Waste Disposal – Schedule” is hereby amended and replaced as shown in Exhibit A.

Section 4. If any provision of this ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect on November 1, 2020 and apply to all billings after that date in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED ON FIRST READING ON THE ________ DAY OF OCTOBER 2020.

PASSED AND APPROVED ON SECOND READING ON THE ________ DAY OF OCTOBER 2020.

ATTEST: THE CITY OF GEORGETOWN:

______________________________________________

Robyn Densmore, City Secretary Dale Ross, Mayor

APPROVED AS TO FORM:

______________________________________________

Skye Masson, City Attorney
“EXHIBIT A”

Sec. 13.04.180. - Rates and charges—Solid waste disposal—Schedule.

<table>
<thead>
<tr>
<th></th>
<th>Inside City (Tier I)</th>
<th>In ETJ (Tier II)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential (per month)*</td>
<td>$20.92</td>
<td>$28.92</td>
</tr>
<tr>
<td>Extra Cart - Trash or Recycle</td>
<td>$9.47</td>
<td>$9.47</td>
</tr>
<tr>
<td>Additional Trash Service- sticker</td>
<td>$5.27</td>
<td>$5.27</td>
</tr>
<tr>
<td>Additional Yard Trimming - sticker</td>
<td>$5.27 **</td>
<td></td>
</tr>
<tr>
<td>Additional Bulky Waste Collection - $ each</td>
<td>$29.49 **</td>
<td></td>
</tr>
<tr>
<td>Oversized Bulky Waste Collection - per CY</td>
<td>$29.49 **</td>
<td></td>
</tr>
<tr>
<td>1st Cart exchange in contract</td>
<td>No Fee</td>
<td></td>
</tr>
<tr>
<td>2nd and subsequent cart exchange fee</td>
<td>$35.81</td>
<td></td>
</tr>
</tbody>
</table>

* - Includes Household Hazardous Waste Fee of $0.12 and Transfer Station Improvement Fee of $1.00.
** - Not included in base service. Rates to be negotiated between Contractor and Out-of-City Customer.

Commercial Landfill Trash – Carts

<table>
<thead>
<tr>
<th># Containers</th>
<th>Pickups Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>$30.80</td>
</tr>
<tr>
<td>2</td>
<td>$61.55</td>
</tr>
<tr>
<td>3</td>
<td>$92.35</td>
</tr>
<tr>
<td>4</td>
<td>$123.15</td>
</tr>
<tr>
<td>5</td>
<td>$153.90</td>
</tr>
</tbody>
</table>

Rates include Transfer Station Improvement Fee of $0.50 per CY of waste.

Commercial Recycling – Carts

Every-other-week pickup: $13.05 per month

<table>
<thead>
<tr>
<th># Containers</th>
<th>Pickups Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>$25.80</td>
</tr>
<tr>
<td>2</td>
<td>$51.65</td>
</tr>
<tr>
<td>3</td>
<td>$77.45</td>
</tr>
<tr>
<td>4</td>
<td>$103.25</td>
</tr>
<tr>
<td>5</td>
<td>$129.05</td>
</tr>
</tbody>
</table>

Rates include Transfer Station Improvement Fee of $0.30 per CY of recycling.
**Commercial Landfill Trash - Dumpsters**

<table>
<thead>
<tr>
<th>Container</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>2CY</td>
<td>$89.25</td>
<td>$177.50</td>
<td>$258.05</td>
<td>$354.85</td>
<td>$444.00</td>
<td>$532.25</td>
<td>$631.20</td>
</tr>
<tr>
<td>3CY</td>
<td>$102.15</td>
<td>$202.80</td>
<td>$304.05</td>
<td>$405.10</td>
<td>$504.95</td>
<td>$605.95</td>
<td>$716.65</td>
</tr>
<tr>
<td>4CY</td>
<td>$116.10</td>
<td>$230.90</td>
<td>$344.80</td>
<td>$458.55</td>
<td>$573.40</td>
<td>$687.30</td>
<td>$809.75</td>
</tr>
<tr>
<td>6CY</td>
<td>$142.80</td>
<td>$284.35</td>
<td>$423.90</td>
<td>$564.45</td>
<td>$705.00</td>
<td>$845.50</td>
<td>$1,000.15</td>
</tr>
<tr>
<td>8CY</td>
<td>$168.45</td>
<td>$334.65</td>
<td>$500.90</td>
<td>$666.05</td>
<td>$832.15</td>
<td>$998.45</td>
<td>$1,185.20</td>
</tr>
<tr>
<td>10CY</td>
<td>$195.00</td>
<td>$387.05</td>
<td>$580.00</td>
<td>$771.90</td>
<td>$963.75</td>
<td>$1,156.70</td>
<td>$1,372.45</td>
</tr>
</tbody>
</table>

Rates include Transfer Station Improvement Fee of $0.50 per CY of waste.

**Commercial Recycling – Dumpsters**

<table>
<thead>
<tr>
<th>Container</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>2CY</td>
<td>$84.65</td>
<td>$171.80</td>
<td>$258.05</td>
<td>$343.35</td>
<td>$429.70</td>
<td>$515.05</td>
<td>$611.20</td>
</tr>
<tr>
<td>3CY</td>
<td>$96.25</td>
<td>$191.15</td>
<td>$286.60</td>
<td>$380.75</td>
<td>$475.85</td>
<td>$571.00</td>
<td>$675.90</td>
</tr>
<tr>
<td>4CY</td>
<td>$109.05</td>
<td>$216.85</td>
<td>$323.65</td>
<td>$430.35</td>
<td>$538.25</td>
<td>$645.00</td>
<td>$760.40</td>
</tr>
<tr>
<td>6CY</td>
<td>$133.35</td>
<td>$264.35</td>
<td>$395.45</td>
<td>$526.40</td>
<td>$657.55</td>
<td>$788.55</td>
<td>$933.70</td>
</tr>
<tr>
<td>8CY</td>
<td>$156.50</td>
<td>$310.70</td>
<td>$465.05</td>
<td>$618.25</td>
<td>$772.45</td>
<td>$926.75</td>
<td>$1,101.50</td>
</tr>
<tr>
<td>10CY</td>
<td>$180.80</td>
<td>$364.60</td>
<td>$536.80</td>
<td>$714.30</td>
<td>$891.75</td>
<td>$1,070.30</td>
<td>$1,271.65</td>
</tr>
</tbody>
</table>

Rates include Transfer Station Improvement Fee of $0.30 per CY of recycling.

**Commercial - Additional Services**

- Locking device - installation: $101.10 one-time charge
- Locking device: $24.25 per month
- Casters - for non-residential customers: $35.85 per month

**Unscheduled Extra Pickups**

<table>
<thead>
<tr>
<th>Container</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 CY</td>
<td>$61.10 each</td>
</tr>
<tr>
<td>3 CY</td>
<td>$76.90 each</td>
</tr>
<tr>
<td>4 CY</td>
<td>$84.25 each</td>
</tr>
<tr>
<td>6 CY</td>
<td>$90.60 each</td>
</tr>
<tr>
<td>8 CY</td>
<td>$99.00 each</td>
</tr>
<tr>
<td>10 CY</td>
<td>$129.55 each</td>
</tr>
</tbody>
</table>

Ordinance Number: __________
Description: Solid Waste Rates
Ordinance Date Approved: _____
<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roll-off delivery - one time charge</td>
<td>$110.58</td>
<td>per delivery</td>
</tr>
<tr>
<td>Roll-off open top rental fees</td>
<td>$105.31</td>
<td>per month</td>
</tr>
<tr>
<td>Freon Removal</td>
<td>$47.39</td>
<td>each appliance</td>
</tr>
<tr>
<td>Removal of Dead Animals - under 100 lbs.</td>
<td>$63.19</td>
<td>each appliance</td>
</tr>
</tbody>
</table>
Solid Waste Ordinance Update

In budget discussions, City Council reviewed slides about:

• 1.26% TDS contract rate (allowed within their contract)

• Transfer Station rate increase
  o $1.00 to the residential rate
  o $0.50 per cubic yard of landfill and $0.30 per cubic yard of recycling for commercial customers

• $0.12 for Household Hazardous Waste
Peer Comparison

96 gal cart, Standard Residential Service

* Based on 2020 residential 95-gallon carts
SUBJECT:
First Reading of an Ordinance removing Chapter 12.08 "Street Excavations" of the Code of Ordinances and adding Chapter 12.08 "Work within Public Rights of Way" which relates to the regulation of activities within public rights-of-way within the City of Georgetown -- Ray Miller, Director Public Works

ITEM SUMMARY:
The City Council at its September 22, 2020 City Council Workshop, reviewed a proposed Rights-of-Way Permit Program and Regulations. In general the City Council was supportive of the Program but had some concerns or needed additional information on the following:

1. Does Council support the "Prohibition" of construction activities on newly constructed, milled/overlay and sealed streets? Council expressed concern over the word “prohibition” and adverse impact on growth (too restrictive), need to consider impact to Downtown, and desire to understand appeal process. Needs to be predictable and fair.

   Changed “Prohibition” to “Conditions” of Construction Activity on newly constructed, milled/overlay, and sealed streets as presented. Fair process in place to allow Construction Activities to a higher standard. Allows the Director of Public Works to require an enhanced patching or paving of an areas that has been cut or excavated. Such as doing a full lane width patch, instead of just patching the area of the cut or excavation.

2. Fee and Fine Schedule that is fair and reasonable.

   Developed fees based upon probable program cost and compared to surrounding cities.

Why a ROW Permit Ordinance and Regulations?

- Know who is working in our ROW
- Clarify what type of work (storage, maintenance, and construction) is appropriate to be performed in ROW
- Define when and how maintenance and construction activities can occur in our collector and arterial ROWs
- Define when and how storage activities may occur in our ROW
- Establish safe work zones
- Ensure repairs to roads meet City standards to maintain quality of asset
- Protect newly paved or sealed street surfaces from unplanned construction activities that would reduce quality of new assets
- Formal process to approve activities in City ROW for storage, maintenance, and construction activities through a permit process

Benefits

1. Safe work zones for workers and for traveling public
2. Quality repairs to pavement surface to protect life of City’s asset and minimize cost to maintain
3. Ability to inspect work sites and ensure safety, quality, and impact
4. Emergency contact and responsiveness in case of an accident or emergency

The proposed Fee and Fine Schedule is shown in the attached PowerPoint Presentation and as attachments to the Regulations.

FINANCIAL IMPACT:
Staff to administer the ROW Permit Program and for in the field inspections. Respond to emails, voicemail and applications through the ROW Permit web site (Portal). Cost of creating a permit process in MPN (My Permit Now) and yearly subscription fee.

SUBMITTED BY:
Ray Miller, Jr., Director of Public Works

ATTACHMENTS:

ROW Permit Program Presentation
ROW Permit Ordinance-Exhibit A
ROW Permit Ordinance
ROW Permit Regulations
Right of Way Permits & Regulations

1st Reading of Ordinance

City Council Regular Meeting
October 13, 2020

Presented by Ray Miller, Public Works Director
Presentation Overview

- Benefits of ROW Permit & Regulations
- Follow-up on Council’s Comments from 9/22/2020
  - Conditions for Street Cuts in Newly Constructed Streets and Newly repaired Streets
  - Proposed Fee Schedule
- When is ROW Permit not Required?
- Application Process
- Ordinance
Benefits
(to City, Citizens, Commercial Businesses, Contractors, etc.)

• Safe work zones for workers and for traveling public
• Quality repairs to pavement surface to protect life of City’s asset and minimize cost to maintain
• Ability to inspect work sites and ensure safety, quality, and impact
• Emergency contact and responsiveness in case of an accident or emergency
Council Direction from 9/11/2020 (Recap)

• Does Council support the creation of a ROW Permit Program?
  • Council expressed unanimous support for new program.

• Does Council support the “prohibition” of Construction Activity on newly constructed, milled/overlay, and sealed streets as presented?
  • Council expressed concern over the word “prohibition” and adverse impact on growth (too restrictive), need to consider impact to Downtown, and desire to understand appeal process. Needs to be predictable and fair.

• Does Council support the fee and fine schedules?
  • Council requested more information on proposed fees and fines. It expressed they should be “appropriate,” “reasonable,” and “cost recovery.”
Council Direction from 9/11/2020 (Response)

• Changed “Prohibition” to “Conditions” of Construction Activity on newly constructed, milled/overlay, and sealed streets as presented
  • Fair process in place to allow Construction Activities to a higher standard
• Fee and Fine Schedule that is fair and reasonable
  • Developed fees based upon probable program cost and compared to surrounding cities
Conditions of Construction Activities on Newly Constructed Streets or Recently Repaired Streets

- Notwithstanding the foregoing, the Director shall issue a Permit for Construction Activities requiring a Street Cut on a Newly Constructed Street or a Recently Repaired Street if the application meets the following criteria:
  
  a) The City’s annual street maintenance schedule could not be anticipated prior to planning the proposed Street Cut;
  
  b) There are no feasible or prudent alternatives that eliminate the need for the Street Cut;
  
  c) The proposed Street Cut is needed to provide new service to a customer or to perform Emergency Repairs; and
Conditions of Construction Activities on Newly Constructed Streets or Recently Repaired Streets

• Notwithstanding the foregoing, the Director shall issue a Permit for Construction Activities requiring a Street Cut on a Newly Constructed Street or a Recently Repaired Street if the application meets the following criteria:

d) The applicant has offered to undertake additional measures provided by the Director to mitigate the impact of the Street Cut, including but not limited to resurfacing an area larger than the Street Cut, replacing or using geogrid or other materials, providing a longer warranty period, making a payment to the City equal to the anticipated restoration remedy, or a reasonable combination thereof.
## Proposed Fee Schedule

<table>
<thead>
<tr>
<th>Type of Permit</th>
<th>Permit Cost</th>
<th>Technology Fee</th>
<th>Total Permit Cost*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work in the ROW – Maintenance</td>
<td>$120.00</td>
<td>$15.00</td>
<td>$135.00</td>
</tr>
<tr>
<td>Work in the ROW – Construction</td>
<td>$400.00</td>
<td>$15.00</td>
<td>$415.00</td>
</tr>
<tr>
<td>Storage Activities (containers, roll-offs, dumpsters, etc…)</td>
<td>$30.00</td>
<td>$15.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>Extension of ROW Permit</td>
<td>$25.00</td>
<td></td>
<td>$25.00</td>
</tr>
<tr>
<td>Re-Inspection Fee</td>
<td>$50.00</td>
<td></td>
<td>$50.00</td>
</tr>
<tr>
<td>Non-Refundable Administration Fee (Base Fee)**</td>
<td></td>
<td>$25.00</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

* - Permit Fee is not required by franchised utilities

** - Base Permit Fee is the portion of the permit fee that will not be refunded for any permit that has been issued and for which construction/work has not started.
## Proposed Fine Schedule

<table>
<thead>
<tr>
<th>Notices of Violation</th>
<th>Cost of Fine* (Arterial / Major Collector)</th>
<th>Cost of Fine* (Local/Minor Collector)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work in the ROW without a Permit</td>
<td>$300.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Finish work without a Final Inspection</td>
<td>$250.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Improper Traffic Control Setup</td>
<td>$350.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>No Flaggers (if required)</td>
<td>$350.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Re-Inspection Fee</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Placement of a storage container, roll-off, dumpster without a permit</td>
<td>NA</td>
<td>$45.00 (cost of permit)</td>
</tr>
<tr>
<td>Failure to Notify after an Emergency Repair / to get permit</td>
<td>$250.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>
Council Direction

• Does Council support the Conditions of Construction Activities on Newly Constructed Streets or Recently Repaired Streets?
  • Fair process in place to allow Construction Activities to a higher standard

• Does Council support the proposed Fee and Fine Schedule?
  • Developed fees based upon probable program cost and compared to surrounding cities
When is ROW Permit not Required?

• New Residential Driveways (New Home Construction).
• Repairing / Replacing existing residential driveways.
• Work within the ROW related to City approved commercial site development plans and residential subdivision development plans.
Application Process

• Calls / Inquires / Inspection Requests/ Emergency Repairs:
  ✓ Call in: **(512) 930-2515**
  ✓ Email: **rowpermits@Georgetown.org**

• Can be done in person

• Will create “On-Line” process (MPN)

• City Web Site / Portal (will be a tag on home page and under Public Works)
Ordinance Caption

- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS REMOVING CHAPTER 12.08 OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN, TITLED “STREET EXCAVATIONS,” AND ADDING CHAPTER 12.08, TITLED “WORK WITHIN PUBLIC RIGHTS-OF-WAY,” RELATING TO THE REGULATION OF ACTIVITIES WITHIN PUBLIC RIGHTS-OF-WAY IN THE CITY OF GEORGETOWN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; ESTABLISHING A PENALTY; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE
SECTION 12.08. – WORK WITHIN PUBLIC RIGHTS-OF-WAY

Sec. 12.08.010. – Purpose; Right-of-Way Regulations Adopted.

A. To protect the health, safety, and welfare of its residents and the general traveling public, and to promote safe, orderly, and efficient development within its territory, the City must establish and enforce regulations governing work within, or the temporary occupation of, public rights-of-way within the city limits.

B. The Right-of-Way Regulations dated October 20, 2020 and on file with the City Secretary (the “Regulations”), are hereby adopted. The Regulations may be amended from time-to-time by resolution.

Sec. 12.08.020. – Permit Required.

A. So that the City may determine the safety, mobility, and operational impacts that a proposed activity within, upon, in, under, or above any public right-of-way or public utility easement will have on any existing or proposed streets, sidewalks, utilities, drainage, protected trees, or other public improvements within the right-of-way or public utilities easement, no activity set forth in 12.08.020.B below shall occur without a Right of Way Permit (“Permit”) issued by the Director of the Public Works Department of the City (the “Director”), or his or her designee.

B. A Permit is required for the following:

1. The installation, removal, replacement, repair, relocation, enlargement, or expansion of public or private utilities operating or proposed within, upon, in, under, or above a public right-of-way or public utility easement within the municipal limits of the City;
2. The temporary closure or blocking, in whole or in part, of any City sidewalk, street, alley, or other roadway within the municipal limits of the City, or the occupation of a public parking space or spaces, other than spaces within City parkland or serving City facilities, for a period greater than 24 hours or the applicable time limit established by City ordinance;
3. The installation of public or private facilities on any City light pole, utility pole, sign, or traffic signal within the municipal limits of the City;
4. The trimming of any Protected or Heritage Tree within a public right-of-way or public utility easement within the municipal limits of the City; or
5. The crossing of any public right-of-way within the municipal limits of the City with electrical lines, telecommunication lines, or other utilities, irrespective of whether construction activities are proposed within the right-of-way.

C. A Permit shall not authorize the installation, removal, replacement, repair, relocation, enlargement, or expansion of public or private utilities operating or proposed within, upon, in, under, or above City parkland, facilities, trails, parking lots, or structures, nor shall a Permit authorize the occupation of public parking spaces within City parkland or serving City facilities. Occupancy of public parking spaces within City parkland or serving City facilities for a period greater than 24 hours shall not be permitted without City Council approval.

D. Although such activity shall be subject to the Regulations, a Permit is not required for any activity identified within an approved Construction Plan, Site Development Plan, License Agreement, Building Permit, Driveway Access Permit, Special Event Permit, or other approval granted by the City. Notwithstanding the foregoing, an entity operating under a franchise agreement with the City
or a pole attachment agreement with the City’s electric utility must obtain a Permit for any activity described within 12.08.020, except as may be set forth in the applicable agreement.

E. A Permit is not required for work incidental in nature. In the event of an emergency, the party performing any activity shall apply for a Permit within three (3) days in accordance with the requirements of this Chapter and the Regulations.

F. Any application for a Permit must comply with all submission requirements set forth in the Regulations, including but not limited to payment of the required application fee (unless otherwise waived), submission of proof of any required insurance, and posting of any necessary bonds.

G. The Director may, in his or her discretion, require additional plans or studies as he or she deems necessary. Such plans and studies may include, but shall not be limited to, the following:

1. Construction Plans
2. Stormwater Pollution Prevention Plan
3. Tree Preservation Plan
4. Traffic Control Plan

H. A permit application must be approved by the Director, or his or her designee. The Director may, in his or her discretion, require the activity described by the permit application to be phased or otherwise delayed to minimize any impact on the public.

I. A Permit shall expire 90 days after issuance, unless a shorter duration is prescribed in the Permit or set forth in the Regulations, or immediately if any activity is not undertaken in a manner consistent with the Permit.

J. The Director may require additional notice to neighbors, other governmental bodies, or other entities as a condition of any Permit approval.

Sec. 12.08.030. – Permit Fee.

A Permit required under this chapter shall not be issued until the applicable fee, as determined by the fee schedule established under this ordinance, has been paid in full to the City, unless otherwise waived by the City Council or otherwise required by law. The fee schedule may be amended from time to time by a resolution of the City Council.

Sec. 12.08.040. – Penalty.

A. It is unlawful for an individual or company to undertake activity subject to this chapter without first obtaining and paying for the Permit required under this chapter or other authorization listed in Section 12.08.020.D above. It is also unlawful for an individual or company to undertake any activity subject to this chapter in a manner except as set forth in this chapter, the Regulations, or the Permit.

B. Any person who violates a provision of this section is guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than $2,000.00 per offense. Any person who shall aid, abet or assist in a violation of any provision of this chapter shall also be guilty of a misdemeanor and, upon conviction thereof, be fined not more than $2,000.00 per offense. Each day a violation occurs shall be considered a separate offense. (See also Section 1.08.010 of the Code of Ordinances.)

Right-of-Way Ordinance Ex. A
New Chapter 12.08
October 2020
C. In addition to the criminal penalties set forth herein, the Director shall have the authority to assess civil penalties against any individual or company who violates, or who aids, abets, or assists in a violation of, this chapter or the Regulations, in accordance with the schedule of fines established by this ordinance. The schedule of fines may be amended from time to time by a resolution of the City Council. Any fines issued in accordance with this Section may be appealed in writing to the City Manager within ten (10) days of the Director’s assessment thereof. Unless otherwise permitted by the Director, an individual or company may not apply for a Permit unless and until all outstanding fees and fines have been paid in full or waived by the City.

Sec. 12.08.050. – Stop Work Orders.

A. Whenever any work is being done contrary to the provisions of this chapter, the Regulations, or the Permit, the Director or his or her designee may order the work stopped, and also suspend or revoke the Permit theretofore issued, by notice in writing served on any person listed on the Permit application or on any person engaged in the doing or causing of such work to be done. Such person shall forthwith stop and cause to be stopped such work until authorized by the Director, or his or her designee, to recommence and proceed with the work or upon issuance of a Permit in those cases in which the Permit has been revoked. Such stop work order and suspension or revocation of Permit shall be posted on work being done in violation of this Code.

B. Whenever a posted stop work order due to a violation of any provisions of this Code is removed, the removal shall constitute a separate violation of this Chapter, and penalties shall be enforced pursuant to Section 12.08.040.

C. Any Stop Work Order issued in accordance with this Section may be in addition to any penalties assessed under Section 12.08.040.

Sec. 12.08.060. - Notice of Intent to Suspend or Revoke.

A. Before suspension or revocation pursuant to this Chapter, the Director may give notice of intent to suspend or revoke, which notice may specify a reasonable time for compliance with this Code.

B. If notice of intent is given, suspension or revocation shall not occur before the time for compliance has expired.

C. The Director shall not be required to provide notice of intent to suspend or revoke for violations of this Code that may cause imminent destruction of property or injury to persons.
ORDINANCE NO. _____________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS REMOVING CHAPTER 12.08 OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN, TITLED “STREET EXCAVATIONS,” AND ADDING CHAPTER 12.08, TITLED “WORK WITHIN PUBLIC RIGHTS-OF-WAY,” RELATING TO THE REGULATION OF ACTIVITIES WITHIN PUBLIC RIGHTS-OF-WAY IN THE CITY OF GEORGETOWN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; ESTABLISHING A PENALTY; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 1.04 of the Charter of the City of Georgetown declares that the City has “exclusive dominion, control and jurisdiction in, upon, over and under the public streets, sidewalks, alleys, highways, public squares and public ways (except those under State control if required by State law) that are within the corporate limits of the city” and has the power to regulate the use thereof;

WHEREAS, Section 311.001 of the Texas Transportation Code affirms that Texas home-rule cities have “exclusive control over and under the public highways, streets, and alleys” of the municipality;

WHEREAS, various other State statutes, including but not limited to Chapters 14, 33, 41, 66, and 103 of the Utilities Code and Chapters 51, 212, 272, 283, and 284 of the Local Government Code, reserve to municipalities the power to enforce police power-based regulations in the management of a public right-of-way to protect the health, safety, and welfare of the public;

WHEREAS, Chapter 12.08 of the Code of Ordinances of the City of Georgetown, titled “Street Excavations,” requires a permit to be issued by the Building Inspection Department of the City prior to the excavation or alteration of any public street, right-of-way, or curb section in the city, but the minimal requirements of the Chapter leave many activities occurring within the City’s rights-of-way unregulated;

WHEREAS, the City Council has determined that in order to protect the health, safety, and welfare of its residents and the general traveling public, and to promote safe, orderly, and efficient development within its territory, the City must establish and enforce regulations governing work within, or the temporary occupation of, public rights-of-way within the city limits;
WHEREAS, the City Council finds it in the best interest of the City of Georgetown to remove Chapter 12.08 of the Code of Ordinances, titled “Street Excavations,” and replace the chapter with a more comprehensive set of regulations, requirements, and standards to govern activities within public rights-of-way and public utilities easements within the city; and

WHEREAS, the City Council desires to add a new Chapter 12.08, titled “Work within Public Rights-of-Way,” to the Code of Ordinances and to adopt the associated Right-of-Way Permit Regulations promulgated by the Public Works Department of the City as the comprehensive set of regulations, requirements and standards to govern activities within public rights-of-way and public utilities easements within the city.

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

Section 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. Chapter 12.08 of the Code of Ordinances of the City of Georgetown, titled “Street Excavations,” is hereby removed in its entirety.

Section 4. Chapter 12.08, titled “Work Within Public Rights-of-Way,” is hereby added to the Code of Ordinances of the City of Georgetown, to read as set forth in “Exhibit A” attached hereto.

Section 5. The City Council hereby adopts the Public Works Right-of-Way Regulations dated October 20, 2020 and on file at the City Secretary’s office (the “Regulations”). The Regulations may be amended from time to time by Council resolution.

Section 6. Any person, firm, or corporation found in violation of the provisions or terms of this ordinance, or any of the rules, regulations, requirements, procedures, standards, guidelines, or other mandatory provisions of any of the manuals, standards, or policies adopted herein, as heretofore amended, shall constitute a misdemeanor subject to the penalties prescribed under Section 1.08.010 of the Code of Ordinances of the City of Georgetown, as may be amended from time to time.

Section 7. If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.
**Section 8.** The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect 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.

CITY OF GEORGETOWN, TEXAS

Dale Ross, Mayor

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, City Attorney
PUBLIC WORKS DEPARTMENT
RIGHT-OF-WAY REGULATIONS

Adopted: October 2020

Effective Date: November 9, 2020
1.0 AUTHORITY AND PURPOSE

These Regulations are promulgated as an exercise of the City’s police power and pursuant to Chapter 12.08 of the Code of Ordinances for the purpose of:

a. Establishing standards and procedures to ensure that persons who engage in Construction Activities, Maintenance Activities, Storage Activities, or other activities that require traffic control within a Right-of-Way perform such work in a competent, safe, and orderly fashion;

b. Issuing Permits to protect the public’s investment in, and to prevent or address the premature degradation of, public streets and other infrastructure;

c. Ensuring that persons working in a Right-of-Way have the knowledge, competence and resources needed properly to perform the work for which they are permitted; and

d. Preventing the unauthorized installation of structures, equipment, or facilities within a Right-of-Way that could obstruct traffic, impair visibility, or endanger the health, safety, or welfare of the public.

The Director is authorized to promulgate administrative regulations and directives that are not inconsistent with these Regulations and deemed necessary to implement these Regulations. Such regulations and directives shall not conflict with, and do not supersede, the most current edition of the Construction Standards and Specifications Manual, the Design Manual for the Installation of Network Nodes and Node Support Poles, and all City ordinances. Amendments to these Regulations shall require the approval of the City Council of the City of Georgetown, Texas.

2.0 DEFINITIONS

Unless otherwise defined herein, defined terms in these Regulations shall have the same meaning as set forth in the Municipal Code. As used in these Regulations, the following words and phrases are defined as follows:

Approved: shall mean approval by the Director.

AASHTO: shall mean the American Association of State Highway and Transportation Officials.

TxDOT: shall mean the Texas Department of Transportation.

City: shall mean the City of Georgetown, Texas a home-rule municipality situated in Williamson County, Texas.

Construction Activities shall mean construction, excavation, repair, demolition, or any other work within a Right-of-Way that requires repair to street pavement, curb, gutter, sidewalk, roadside vegetation, or other improvements; that requires grading, erosion control measures, or sediment control measures; that requires tree trimming; or that requires access to a City Utility Pole, Decorative Pole, or Service Pole. Also see Maintenance Activities definition.
Construction Standards shall mean the most current edition of the City of Georgetown Construction Standards and Specifications Manual, except where modified by these Regulations.

Decorative Pole shall mean a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed.


Director shall mean Public Works Director, or his or her designee.

Dumpster shall mean any container intended to be used for the storage or hauling of trash, refuse, garbage, yard debris, recyclables, or other waste materials. A dumpster is sometimes referred to as a “roll off” dumpster. Also see Portable Storage Unit definition.

Emergency Repair shall mean necessary, immediate work performed within a Right-of-Way in order to repair a damaged Utility that poses an immediate and substantial hazard to the health, safety, or welfare of City property or the general public.

Entity shall mean any person, corporation, company, agency, government, special district, school district, quasi-governmental agency, contractor, subcontractor, utility, or other person(s), firm(s) or corporation(s) seeking to perform work within a Right-of-Way.

Governmental Entity shall mean a municipality, town, water or sanitation district, metropolitan district, or intergovernmental authority.

Holiday: shall mean a legal holiday recognized by the City during which City offices are closed.

Infrared Patching: shall mean any pavement repair technology that involves reheating of the existing asphalt pavement and blending of the asphalt patching material that results in the appearance of a seamless patched or repaired area of the pavement.

Legal Parking Lane: shall mean that portion of a street along the outer edges where parking is not restricted by signs and is not the Travel Lane.

Maintenance Activities shall mean maintenance activities within the a Right-of-Way that require access to existing facilities or landscaping, including but not limited to manholes, vaults, cabinets, poles or irrigation systems, but which do not cause any surface or ground disturbance and therefore does not require erosion control measures, sediment control measures, or site restoration (per Section 6.2). Also see Construction Activities definition.

Municipal Code shall mean the Code of Ordinances of the City of Georgetown, including the Unified Development Code, as the same may be amended from time to time.

MUTCD shall mean the Manual of Uniform Traffic Control Devices, as supplemented by The Texas Department of Transportation.
**Neighborhood Project** shall mean a community or neighborhood cleanup and maintenance project within a residential subdivision of the City by: a) an incorporated residential homeowner association, civic association, or community association; b) improvement district; or c) a group of five (5) or more residents of the same residential subdivision.

**Newly Constructed Street** shall mean any street section that has been constructed within the last five (5) years.

**PCI** shall mean the City’s latest Pavement Condition Index rating of the street segment taken from the most recent PCI survey.

**Permit** shall mean the permit issued by the City in a form approved by the Director and which is required under these Regulations to use a Right-of-Way for any Construction Activities, Maintenance Activities, Storage Activities, or any other activities that may require traffic control.

**Permit Holder** shall mean any Entity holding a valid Permit.

**Portable Storage Unit** shall mean a closed container that is less than twenty (20) feet in length, which is left at a location for the purpose of storing or keeping household goods and other personal property and that is intended to be filled, refilled or emptied and then removed for storage off-site. Also, see Dumpster definition.

**Recently Repaired Street** shall mean any street section that has been reconstructed, paved, or cutlered within the last five (5) years, or sealed within the last two (2) years.

**Regulations** shall mean these conditions, standards, rules, and requirements for the performance of activities in a Right-of-Way.

**Right-of-Way** shall mean any public right-of-way within the city limits of the City of Georgetown, including but not limited to any street, sidewalk, trail, alley, or public utility easement within the jurisdiction of the City, and shall include all of the space above, under, and upon the surface of the public right-of-way.

**Service Pole** shall mean a pole that supports traffic control functions; a structure for signage; a pole that supports lighting, other than a Decorative Pole; and a pole or similar structure owned or operated by the City and supporting only network nodes.

**Storage Activities** shall mean the placement of a Portable Storage Unit or Dumpster in a Right-of-Way.

**Street Cut** shall mean an excavation or removal of pavement within a Right-of-Way.

**Subcontractors** shall mean any person, firm, or corporation performing work associated with a Permit issued to another Entity.
Travel Lane shall mean that portion of a street designated for vehicular travel by painted lane markings or a minimum ten (10) foot width from the center of the street, median curb or painted lane markings.

Utilities shall mean any infrastructure, equipment, or improvements of any kind or type associated with the delivery, provision, transmission, distribution, operation, function, or monitoring of publicly available services commonly or customarily provided by public or private Entities to customers of the Entities or to the general public, including but not limited to water, sanitary sewer, storm water sewer, electricity, gas, telephone, communication, telecommunication, broadband, cable, and pipe or conduit for such services.

Utility Pole shall mean a pole that provides electric distribution with a voltage rating of not more than 34.5 kilovolts.

Working Days shall mean all days on which City offices are open for business.

3.0 PERMIT PROCESS

3.1 Applicability

These Regulations apply to any Entity seeking to undertake Construction Activities, Maintenance Activities, Storage Activities, or any other activities that may require traffic control within a Right-of-Way.

A Permit is required when an Entity is performing work under a contract or agreement with the City, although fees for such Permit may be waived.

3.2 Contact Information

3.2.1 Phone Numbers

The following contact phone numbers are provided for the convenience of the applicant or Permit Holder:

a. Texas Dig Test for utility locates: Call 811 before you dig.

b. Police Department Non-Emergency Number: (512) 930-3510

c. Public Works Department: (512) 930-2544

3.2.2 Addresses

The following City addresses are also provided for the convenience of the applicant or Permit Holder:

a. City of Georgetown Municipal Complex (GMC), 300-1 Industrial Avenue, Georgetown, Texas 78626

b. City of Georgetown City Hall, 808 Martin Luther King, Jr. Street, Georgetown, Texas 78626
3.3 When a Permit is Required

3.3.1 Construction Activities

a. A Permit is required for each project where Construction Activities will occur within a Right-of-Way.

b. Phased projects or work areas that are geographically separated from each other may require separate permits for each of the phases or areas, at the discretion of the Director.

3.3.2 Maintenance Activities

a. A Permit is required when Maintenance Activities will occur in a Right-of-Way of a collector or arterial street or will require closure of a Travel Lane, shoulder, or the sidewalk in any Right-of-Way.

b. Entities that perform repetitive work or services at the same or multiple locations within public rights-of-way may be eligible, at the discretion of the Director, for an annual permit for Maintenance Activities.

c. Collector and arterial street classifications are determined by the City’s Overall Transportation Plan (OTP), as may be amended from time-to-time, which can be found on the City’s website or by contacting the Public Works Department.

3.3.3 Other Activities

a. A Permit is required when Storage Activities will occur in a Right-of-Way of a local street. Storage Activities are prohibited on collector and arterial streets.

b. Storage Activities may only occur in a Right-of-Way for a Neighborhood Project or if the applicant for a Permit makes a sufficient showing that the Dumpster or Portable Storage Unit cannot safely and lawfully be stored on private property and that it is not detrimental to the traveling public when placed in the Right-of-Way.

c. Collector and arterial street classifications are determined by the City’s Overall Transportation Plan (OTP), as may be amended from time-to-time, which can be found on the City’s website or by contacting the Public Works Department.

d. The decision to issue a Permit for Storage Activities shall be in the sole discretion of the Director.
a. A Permit is required for any activities that may require traffic control or will obstruct visibility of motorists, bicyclists, or pedestrians traveling within the Right-of-Way.

b. Loading or offloading vehicles or equipment into a Travel Lane, or obstruction of a Travel Lane, is prohibited without a Permit. Notwithstanding the foregoing, no Permit is required for loading or offloading vehicles or equipment into a Travel Lane of a local street within the Downtown Overlay District.

c. A Permit is required when any work outside of the public right-of-way of requires the use of the right-of-way of a public street classified as a collector or arterial by the City’s OTP, or the closure of a Travel Lane or sidewalk in any Right-of-Way.

d. A Permit is required when an Entity proposes to cross a Right-of-Way with its facilities, whether Construction Activities are proposed within the Right-of-Way or not. The requirements of these Regulations, particularly the Direction Boring or Minimum Line Height requirements of Sections 6.3.8 and 6.6, respectively, shall apply to such activities.

3.4 Emergency Repairs

Permits for Emergency Repairs must be obtained within seven (7) Working Days following the date the emergency repairs were initiated. In addition, the notice requirements of Section 5.2 shall apply to any emergency repairs. Any Entity undertaking an Emergency Repair shall: (1) submit a Permit application within two (2) Working Days following the date the emergency repair was initiated; and (2) pick up the Permit and pay any and all applicable fees within five (5) Working Days thereafter. Failure to submit a Permit application or to pick up the Permit within the timeframes required by this Section shall be a violation of these Regulations, subject to the penalties herein.

3.5 Conditions of Construction Activities on Newly Constructed Streets or Recently Repaired Streets

3.5.1 Construction Activities requiring a Street Cut on a Newly Constructed Street or Recently Repaired Street shall be allowed subject to the conditions set forth in Section 3.5.3 below.

3.5.2 In the event of Emergency Repairs, the party performing the work shall apply for a Permit within three (3) days of the event necessitating the Emergency Repairs, and the Director shall issue a conditional Permit in accordance with the terms of this Section below. Emergency Repairs shall be allowed subject to the conditions set forth in Section 3.5.3.

3.5.3 The Director shall issue a Permit for Construction Activities requiring a Street Cut on a Newly Constructed Street or Recently Repaired Street if the application meets the following conditions:

a. The City’s annual street maintenance schedule could not be anticipated prior to planning the proposed Street Cut;
b. There are no feasible or prudent alternatives that eliminate the need for the Street Cut;

c. The proposed Street Cut is needed to provide new service to a customer or to perform Emergency Repairs; and

d. The applicant has offered to undertake additional measures provided by the Director to mitigate the impact of the Street Cut, including but not limited to resurfacing an area larger than the Street Cut, replacing or using geogrid or other materials, providing a longer warranty period, making a payment to the City equal to the anticipated restoration remedy, or a reasonable combination thereof.

3.5.4 Any Permit issued for Construction Activities requiring a Street Cut in a Newly Constructed Street or Recently Repaired Street shall clearly identify the conditions under which said Permit has been issued, including any requirements to undertake any proposed mitigating activities presented above, or activities reasonably similar thereto.

3.6 Fees

Permit fees shall be paid prior to the issuance of the Permit in accordance with the Fee Schedule attached hereto as Appendix A. The Fee Schedule can also be obtained at the City of Georgetown Municipal Complex, 300-1 Industrial Avenue, or from the Public Works Right-of-Way Permits page of the City website www.georgetown.org.

3.7 Application Information

3.7.1 Permit applications can be obtained at the City of Georgetown Municipal Complex, 300-1 Industrial Avenue or from the Public Works Right-of-Way Permits page of the City website: www.georgetown.org.

3.7.2 Submittal Requirements

An application for a Permit shall not be deemed complete and processed unless and until it includes the following information, unless otherwise waived in writing by the Director:

a. Completed Permit application with estimated quantities for fee calculations.

b. Construction plans or sketch plan showing work location, street(s), work address, or nearest intersecting street(s) and identifying all street names; medians; ditch line; curb, gutter, and sidewalk; approximate easement and property lines; existing and proposed utilities; all dimensions; and a north arrow.

c. Grading, erosion control, and sediment control information. See Section 6.2 for additional information.

d. Plans identifying the scope of any proposed tree trimming, as well as information identifying any measures to be taken to protect Heritage or Protected Trees. See Section 5.13 for additional information.
e. Documentation of written approval by the City’s Development Engineer of all new culvert locations/chase drains that are not associated with a development permit.

f. Documentation of written approval by the City’s Development Engineer of all new driveway locations.

g. Traffic control plan or MUTCD plan number, including any street closure plans. See Section 5.5 for additional information.

h. The name and phone number of a contact person who is available on a 24-hour basis in the event the City becomes aware of an unsafe condition that warrants immediate attention. The contact information shall be updated immediately whenever a change occurs.

i. Proof of insurance coverage at the levels required by these Regulations.

j. Any performance or maintenance bonds required by these Regulations.

The Director may, in his or her discretion, require additional plans or studies as he or she deems necessary. Such plans and studies may include, but shall not be limited to, a Stormwater Pollution Prevention Plan, a Tree Preservation Plan, a pole-loading analysis, or a radio frequency interference study. See Section 4.11 for additional requirements for applications to install facilities on City Utility Poles or Service Poles.

3.7.3 Contractor Bond Requirements

a. Except as set forth below (“Excepted Entities”), each Entity seeking to obtain a Permit for Construction Activities or Maintenance Activities is required to post and maintain, during the term of any Permit, a minimum five thousand dollar ($5,000) bond. Excepted Entities are required to provide the bond or a performance guarantee in a form approved by the City that identifies the City as the beneficiary or secured party of the performance guarantee. An approved performance guarantee form (Letter of Responsibility and Agreement to Perform) can be obtained at the Georgetown Municipal Complex, 300-1 Industrial Avenue, Georgetown, Texas 78626.

b. Excepted Entities include:

1. A state, federal, or municipal government, when work is performed by employees of the government entity;

2. A water district organized under state statute, when the work is performed by employees of the district;

3. A utility or communication company with a franchise agreement with the City that specifically excepts it from this requirement;
4. the City, its officers, employees, and agents when performing work on any public improvement;

5. any contractor performing construction work under a contract with the City, if such contract requires bonding; and

6. any other Entity excepted by law.

3.7.4 Application Submittal and Processing Time

a. Beginning January 1, 2021, the Permit application and all supporting documentation should be submitted to the Public Works Department via My Permit Now, the City’s permit software platform. Instructions are available on the Public Works Right-of-Way Permits page of the City website: www.georgetown.org. Prior to January 1, 2021, applications may be submitted in-person at the Georgetown Municipal Complex, 300-1 Industrial Avenue, Georgetown, Texas 78626.

b. A signature is required on the Permit application. By signing the application, the Permit Holder agrees to abide by the Terms and Conditions attached to the permit application.

c. The Director will not unreasonably withhold the issuance of a Permit and shall act on all completed Permit applications within a reasonable time. An Entity shall allow up to fourteen (14) calendar days to process a permit application.

4.0 GENERAL TERMS AND CONDITIONS

4.1 Compliance with Regulations: All activities under the Permit shall be performed in accordance with the plans submitted to the City as part of the Permit application. In the event of a conflict between the Permit and these Regulations, the Construction Standards, or the Design Manual, the conflicting Regulations, Construction Standards, or Design Manual shall govern, unless the deviation has been approved by the Director in accordance with these Regulations (an “Approved Deviation”). Any Approved Deviation from the City’s Regulations, Construction Standards, or Design Manual, if granted, shall be fully described in the permit along with the justification for same, and shall be endorsed by the Director. In no event shall the Director approve a deviation from a statute, ordinance, or other law, except in accordance with said law.

4.2 Permit Amendment: An amendment is required when the permitted area of work increases by more than ten percent (10%), the length of time of the Permit is increased, or additional Construction Activities are scheduled to occur which were not contemplated at the time the Permit was originally issued by the City. The final quantity of work will be reviewed during the Final Completion inspection.

4.3 Preconstruction Meeting: The Director, in his or her sole discretion, may require a preconstruction meeting prior to the commencement of any activities authorized under
the Permit. The Director may require attendance by any of the following parties: Owner, Contractor, Subcontractors, project design engineer, and project design traffic engineer. Starting work prior to a required preconstruction meeting shall constitute a violation of these Regulations, subject to the penalties herein.

4.4 **Subcontractors**: Subcontractors are authorized to perform work under the Permit, provided that they are listed on the Permit or are added to the Permit prior to starting work. Subcontractors must retain the insurance required by these Regulations (see Section 4.10). The Permit Holder shall be responsible to ensure that all contractors and subcontractors comply with the terms and conditions of the Permit and these Regulations. Failure to comply with these Regulations may result in a Notice of Violation (NOV), revocation of the Permit, fines, criminal penalties, or any other remedy available to the City at law.

4.5 **Permit Amendments / Cancellations**: A Permit may be cancelled at the discretion of the Director and a new Permit required when a quantity specified as part of the Permit increases by more than ten percent (10%), the length of time for the scheduled work is increased, or additional Construction Activities that were not contemplated at the time the Permit was originally issued by the City are scheduled to occur. The final quantity of work will be reviewed during the Final Completion inspection.

4.6 **Duration of Permit**:

4.6.1 Permits for Maintenance Activities may be issued on an annual basis or by location (up to three (3) locations). Annual permits for Maintenance Activities must be renewed each calendar year. Permits issued by location (up to three (3) locations) shall be in effect for 90 days unless otherwise restricted by the Director to a shorter duration on a Permit from date of issuance. Notwithstanding the foregoing, the requirements of Section 5 of these Regulations shall apply to Maintenance Activities performed under an annual Permit issued under this Section.

4.6.2 Permits for Construction Activities shall be in effect for 90 calendar days from date of issuance.

4.6.3 Permits for Storage Activities shall be as follows:

a. A Permit for a Dumpster:

1. Shall be in effect for seven (7) calendar days from the date of issuance for a Neighborhood Project or when the Dumpster is being used in connection with work for which a City-issued building permit is not required.

2. May be in effect for up to 30 calendar days from the date of issuance, as determined by the Director when the Dumpster is directly associated with and necessary for an activity being conducted pursuant to a valid and effective building permit issued by the City to the Permit applicant.
3. The Permit Holder may request an extension from the Director so long as a valid and effective Building Permit issued by the City is current.

b. A Permit for a Portable Storage Unit shall be in effect for seven (7) calendar days from the date of issuance.

4.6 Permit Extensions: The duration of any Permit may be extended when approved by the Director. Requests for extension must be made in writing to the Director a minimum of ten (10) Working Days prior to the Permit’s expiration. The minimum fee to be charged for extending a Permit is the base fee. Additional fees may be assessed at the discretion of the Director.

4.7 Refunds: Except for Permits cancelled prior to any review, no refunds shall be issued on any Permit fees paid without approval of the Director. Any administrative fees (cancellation fee, technology fee), as set forth in Appendix A, shall be withheld from any refunds issued for cancelled permits.

4.8 Appeals Procedure: Any applicant for a Permit and any Permit Holder may appeal to the City Manager in writing any decision by the Director made pursuant to these Regulations. The City Manager, or his or her designee, shall render a decision on such appeal based upon substantial evidence and in a competitively neutral manner. The decision shall be made in writing within fourteen (14) calendar days following the City’s receipt of the written appeal. Such decision shall be final. Unless otherwise approved by the Director in writing, no work under the Permit shall be allowed during the pendency of the appeal.

4.9 Intergovernmental Cooperation: The Director shall have the authority to waive any of the fees set forth in the Fee Schedule for any Permit issued to another Governmental Entity.

4.10 Insurance Requirements: Except for an Excepted Entity as defined in Section 3.7.3.b, any entity that desires to undertake activities within a Right-of-Way shall possess the levels of insurance required as set forth in Appendix C. The Permit Holder shall be responsible for ensuring that its contractor(s), and any subcontractor(s), performing activities within a Right-of-Way also possess the insurance required by these Regulations.

4.11 Applications to Install Facilities on Utility Poles and Service Poles

4.11.1 Compliance with Regulations. In all instances, the installation of public or private facilities on a Utility Pole or Service Pole shall comply with the requirements of these Regulations, the Construction Standards, the Design Manual, and all other applicable laws, ordinances, or regulations.

4.11.2 Installation of Facilities on Utility Poles. The installation of any public or private facilities on a City Utility Pole shall require a separate pole attachment agreement approved by the City Council that sets forth the standards, requirements, and conditions of any attachment(s).

4.11.3 Installation of Facilities on Service Poles. An application to install public or private facilities on a Service Pole shall include a pole-loading analysis prepared
by a Texas-licensed professional engineer, a radio frequency interference study, and any other information the Director may deem necessary to conduct his or her review of the application. The pole loading analysis will be used by City to determine if any make-ready work will be required prior to the installation of the facilities. The application shall additionally demonstrate how the proposed facilities will comply with the requirements of the Design Manual and the specifications set forth in Section 6.5 of these Regulations.

5.0 REGULATIONS OF PERMITTED ACTIVITIES

5.1 **24-Hour Point of Contact:** The Permit Holder shall provide the name and phone number of a contact person who is available on a 24-hour basis in the event the City becomes aware of an unsafe condition that warrants immediate attention. The Permit Holder shall immediately provide updated contact information to the Director whenever a change occurs. If the contact person cannot be reached, the City may proceed to perform the necessary work to remedy the unsafe condition in order to protect the public’s safety, and the Permit Holder shall be responsible for reimbursing the City for the City’s actual costs incurred, plus an administrative surcharge of five percent (5%). Failure to notify the Director when a change occurs, failure to have a contact person available when necessary, or failure fully and timely reimburse the City for the City’s actual costs incurred shall each constitute a separate violation of these Regulations, subject to the penalties set forth herein.

5.2 **Notifications:**

5.2.1 The Permit Holder shall notify the Director a minimum of two (2) Working Days prior to initiating planned (non-emergency) Construction Activities and a minimum of twenty-four (24) hours in advance of each required inspection. Contact the Public Works Department at (512) 930-2544 for notifications. A penalty may be charged to the Permit Holder if the contractor cancels a scheduled inspection or changes the work schedule without providing a minimum of four (4) hours advance notice to the Director, in accordance with the provisions of Appendix B.

5.2.2 The Permit Holder shall notify the Director no later than 4:00 pm on the Working Day preceding the scheduled commencement of planned (non-emergency) Maintenance Activities. For Maintenance Activities involving a multiple day period or multiple locations, a work and/or project schedule may be provided to the Director in lieu of such notifications. The work and/or project schedule shall contain the location(s) of the Maintenance Activities, start date(s) and the estimated duration of the work to be performed at each site. Failure to contact the City prior to initiating work shall be considered a violation of these Regulations, subject to the penalties set forth herein.

5.2.3 An Entity shall notify the Director prior to beginning any work or operations related to Emergency Repairs in a Right-of-Way. Failure to notify the Director prior to initiating the Emergency Repairs shall be considered a violation of these Regulations, subject to the penalties set forth herein.
5.2.4 Permit Posting for Construction Activities: When the work involves Construction Activities, a copy of the Permit with reviewed and accepted traffic control plans shall be available at the site at all times when work is being performed.

5.2.5 Permit Posting for Maintenance Activities: When work involves Maintenance Activities, the Permit Holder’s contractor shall have a copy of the Permit or the permit number available for the Director to verify.

5.2.6 Permit Posting for Storage Activities: When the work involves Storage Activities, the Permit Holder shall affix two (2) copies of the Permit to the Dumpster or Portable Storage Unit and shall retain one (1) copy for the Permit Holder’s records.

5.2.7 Permit Posting for Other Activities: When the work involves other activities that may require traffic control or obstruct the visibility of motorists, bicyclists, and pedestrians, the Permit Holder’s contractor shall have a copy of the Permit or the permit number available for the Director to verify.

5.3 Work Schedule: The key schedule dates below shall be provided to the Director when the 24-hour notice is given prior to starting work, as required by these Regulations. Failure to inform the Director of changes to the schedule or inspection dates shall be a violation of these Regulations, subject to the penalties set forth herein. The key schedule dates are: project start date; estimated date of completion of subgrade preparation for paving or patching; estimated start date of paving or patching restoration; and estimated project completion date.

5.4 Work Hours:

Work hours are limited to 8:00 a.m. to 5:00 p.m., Monday through Friday, on local streets. On arterial and collector streets, permitted daytime work shall be performed between the hours of 8:30 a.m. to 3:30 p.m., Monday through Friday, unless otherwise permitted. Permitted night hours work activity on arterial and collector streets shall begin no earlier than 7:00 p.m. and end by 6:00 a.m. on the following day. No work is permitted on Saturday, Sunday or designated Holiday without prior approval of the Director. Traffic control setup and removal shall be performed within the specified working hours, unless approved otherwise on the Permit’s traffic control plan. Preparations that do not interfere with vehicular or pedestrian movement, City functions, or the permitted activities of others are allowed. For work requiring a lane closure outside of the specified hours, written approval must be provided by the Director. Activities occurring outside of the above referenced working hours without written approval shall be a violation of these Regulations, subject to the penalties set forth herein.

5.5 Traffic Control:

The approved traffic control plan shall be modified in the field, when required by the Director, in order to improve traffic flow or safety. Barricades, cones, signs, or other vehicular or pedestrian traffic controls shall be taken out of service after designated working hours unless their use and application are required to ensure the safety of the
traveling public. In that case, those controls shall be noted on the approved traffic control plan.

5.5.1 General

Construction Activities or Maintenance Activities that involve vehicles, materials or equipment that interfere with the movement of vehicular or pedestrian traffic on any public street must have appropriate traffic control during the activity. Traffic control devices and standards shall be in accordance with the most recent version of the MUTCD. Traffic control plans shall be provided when applying for a Permit for Construction Activities. Traffic control for Maintenance Activities shall be provided in accordance with the requirements of this section. When required by the Director, the contractor shall modify the traffic control plan in the field in order to improve traffic flow or safety. Improper installation of traffic control shall constitute a violation of these Regulations, subject to the penalties set forth herein. All excavations shall be protected and surrounded with safety orange fence and type one barriers with reflective lights.

5.5.2 Traffic Control for Maintenance Activities

Traffic control for maintenance activities is generally considered to be “short-term stationary,” “short-duration,” or “mobile,” as defined by the MUTCD Chapter 6G. Permit requirements are as follows:

a. For short-term stationary (daytime work at one (1) location for more than one (1) hour and completed within one (1) day) and short-duration work (work in one location for up to one hour), vehicle(s) shall have a rotating beacon/strobe light. An arrow board or arrow stick can be substituted for a rotating beacon/strobe light. A vehicle shall be augmented with arrow panels when working on arterial streets. A minimum of five (5) cones beginning at the back of the vehicle will be spaced at distances equal to the speed limit in feet for each adjacent Travel Lane.

b. For mobile work (continuously moving operation with short-duration stops), TA-35 for streets with more than two (2) lanes and TA-17 for two (2) lane streets must be followed. Shadow vehicles must be equipped with arrow panels and proper signs. Cones and attenuators are not required.

c. Vehicles and equipment shall not block sidewalks if pedestrians cannot safely pass around them and shall be moved from sidewalks to accommodate disabled people if necessary.

5.5.3 Minor Traffic Control for Construction Activities

a. Typical application (TA) plans provided in the MUTCD, Section 6H.01, may be copied and submitted as traffic control plans when work does not involve conditions listed under Section 5.5.4 for major traffic control, such as work within an intersection or a traffic control zone that passes through an intersection.
b. Traffic control plans for sidewalk closures are required.

5.5.4 Major Traffic Control for Construction Activities

A traffic control plan, including any sidewalk closures, shall be prepared submitted with the Permit application when one (1) or more of the following conditions occur:

a. The length of the traffic control zone passes through an intersection;

b. Work occurs within an intersection;

c. Full street closures are proposed;

d. Detours are proposed; or

e. When required by the Director.

5.5.5 Variable Message Boards and Neighborhood Information

a. Variable Message Boards should be considered and may be required by the Director for Construction Activities on arterial streets. When proposed or required, message boards will be provided a minimum of 48 hours in advance of the start of construction.

b. Neighborhood notification by door hangers or flyers may be required by the Director when Construction Activities will significantly impact neighborhood traffic. When required, door hangers or flyers will be distributed within an area designated by the Director a minimum of 48 hours in advance of the start of construction.

c. The Director may require Permit Holders or contractors to provide news release information in significantly affected neighborhoods and meet with homeowner associations in advance of the work to obtain their input and minimize the noise, congestion and inconvenience that will occur.

5.6 Daily Cleanup: Upon completion of each day’s work, the Permit Holder is responsible for ensuring that all litter, construction debris and other waste materials resulting from the work is removed from the site and that the site is left in a neat and orderly appearance. The street pavement and sidewalk shall be swept daily, if required by the Director, for dust control and to remove all loose material resulting from the work.

5.7 Pumped Water:

Sediment and/or debris from water that is pumped out of structures during Maintenance Activities or maintenance work on residential streets shall be contained within the work area and removed from the street. Sediment shall not flow to the gutter or ditch without providing inlet protection and/or sediment control devices for containment. The contractor shall clean the street and gutters whenever sediment is pumped out of a work area. Failure to provide sediment control when sediment is discharged outside of the work area shall constitute a violation of these Regulations, subject to the penalties set forth herein.
5.8 **Temporary Patching:** All pavement cuts open to traffic shall be temporarily patched until permanent patching is completed. Cold mix asphalt, hot mix asphalt, or flowable fill material with minimum two (2) inch depth shall be used for temporary patching. The temporary patch shall be maintained to provide a level road surface until permanent hot mix asphalt is placed.

5.9 **Permanent Patching:** Weather permitting, placement of the permanent patch or surface course shall be completed within seven (7) calendar days for residential streets and two (2) calendar days for collector and arterial streets, following the installation of the temporary patching, unless an extended date is submitted and approved by the Director.

5.10 **Property Damage:** Any damage to public or private facilities as a result of the permitted activities shall be the responsibility of the Permit Holder.

5.11 **Safety:** The Permit Holder assumes full and complete responsibility for job site conditions and the safety of all persons and property within the job site during the course of the permitted activity.

5.12 **Site Restoration:** All repairs shall cause the Right-of-Way to be returned to a condition equal to or better than the condition prior to the work within seven (7) calendar days of the work being substantially complete, unless the Permit Holder receives written approval for an extended date from the Director. Site restoration may include final street and sidewalk sweeping, vegetation and landscape restoration, pavement striping, utility locating paint and flag removal, and removal of erosion and siltation controls. The work is substantially complete when the major items of work on a Permit, such as the repair or installation of a structure or utility, are complete as evidenced by opening the street to traffic and removing materials, equipment and/or traffic controls.

5.13 **Tree Preservation:** The City's Urban Forester shall be notified in advance of any planned trimming of trees within a Right-of-Way. Additionally, no Protected or Heritage Tree shall be trimmed except in accordance with the requirements of the City's Tree Preservation Ordinance, Section 8.02 of the Unified Development Code of the City of Georgetown. The Director shall identify on the Permit any additional tree protection measures required as a condition of the issuance of the Permit.

### 6.0 STANDARDS

6.1 **Storage Activities**

   6.1.1 **Acceptable Locations:** Storage Activities are not allowed on roadways the City has designated as arterial or collector streets.

   6.1.2 **Placement of Dumpster or Portable Storage Unit:** A Dumpster or Portable Storage Unit may only be placed:

   a. Within the portions of a Right-of-Way where vehicular parking is permitted;
b. Within twelve inches (12") of the adjacent curb or, where no curb exists, the edge of pavement;

c. In a manner that it does not block, impair or interfere with the use of a sidewalk;

d. In a manner that it does not block, impair or interfere with motorist visibility at any intersection; and

e. At the location shown or described in the Permit.

6.1.3 **Maintenance:** The Permit Holder shall adequately maintain the Dumpster or Portable Storage Unit and the area surrounding such container by:

a. Maintaining two (2) or more pylons, traffic cones or other type of markers at the corner of the Dumpster or Portable Storage Unit; and

b. Immediately removing any junk, trash, or materials outside or adjacent to the Dumpster or Portable Storage Unit; and

c. Immediately removing all graffiti from the exterior of the Dumpster or Portable Storage Unit.

6.1.4 **Removal When Filled:** The Permit Holder shall remove permanently or replace a Dumpster within twenty-four (24) hours after it is filled to capacity.

6.1.5 **Damage:** Any damage to a Right-of-Way caused by the Storage Activities shall be immediately reported to the Director.

6.2 **Erosion and Sediment Control:** Erosion and sediment control shall be provided for work where sediment could be discharged outside of the work limits or into a storm drain. Erosion and sediment controls shall be required for, but not limited to, the following work: Trenching or excavation; Grading; Boring or tunneling; Utility plowing; Sediment pumped from manholes and vaults that will enter a storm drain; and Stockpiling excavated or backfill materials.

6.3 **Construction**

The most current edition of the Construction Standards shall apply to construction within a Right-of-Way, except as modified in this section.

6.3.1 **Pavement Cutting**

a. All pavement cuts shall be in straight lines parallel or perpendicular to the street centerline. Irregular shaped cuts with more than four sides will not be allowed. Cuts within existing patched areas must be extended to the edge of the existing patched area if the proposed cut is within four (4) feet of the edge of the existing patch.

b. All asphalt pavements shall be cut by wheel-cutting, saw-cutting, rotomilling or other methods that assures a straight, uniform, vertical edge for the required depth of the cut, as approved in advance by the
Director. Saw cuts extending beyond the patch limits by more than the depth of the cut may require crack sealing.

c. All cuts in concrete pavement require saw cutting. Saw cuts through curb and gutter sections must be continuous through the base of the curb head.

d. The minimum size of an asphalt pavement cut shall be three (3) feet by three (3) feet.

e. The minimum width of asphalt pavement removal adjacent to concrete replacement shall be 18 inches. This requirement may be waived by the Director if the condition of the asphalt warrants no removal.

f. The contractor may initially remove less pavement than the required replacement area. The final limits of pavement removal for any pavement patch shall comply with the Regulations.

g. Any pavement cut edge that is damaged by Construction Activities shall be cut back beyond the damage for the entire length of the cut to provide a continuously straight and vertical edge prior to patching. Damage to exposed concrete faces may require the removal and replacement of additional concrete pavement sections.

h. Any sloughing of the excavation wall that causes undermining of the pavement cut shall require cutting the pavement back beyond the limits of undermining for the entire length of the cut prior to backfill and patching.

i. Use of steel plate(s) to cover excavations is not permitted unless specifically authorized by the Director. All trenches and other excavations must be backfilled with a temporary cold mix asphalt paving surface provided at the end of each workday. The use of asphalt millings or other aggregates is not permitted. The use of hot mix asphalt paving for temporary patching is acceptable.

6.3.2 Backfill and Compaction

a. **Backfill**: Backfill for excavations shall be composed of suitable excavated material, TxDOT Class 6 base course material or flowable fill, such as flowfill or flashfill. Excavated material shall be approved by the Director in writing prior to backfill.

b. **Flowable fill**: Flowable fill shall be flowfill or flashfill type material with a design compressive strength between 50 and 150 psi at 28 days when tested in accordance with ASTM D4832.

c. **Compaction testing requirements**: Compaction tests of backfill, except flowable fill, shall be provided by the permittee or their designated subcontractor when the patching area exceeds 250 square feet. Compaction testing on other projects may not be required when 24 hours
If advance notice is provided to the Director prior to backfilling. When testing is required, compaction test results shall be certified by a Texas-licensed Professional Engineer and provided to the Director. Backfill material shall be compacted according to the requirements of the following table:

<table>
<thead>
<tr>
<th>AASHTO Classification</th>
<th>Compaction</th>
<th>Moisture Content</th>
</tr>
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<td>Clay Soils A-6, A-7</td>
<td>95% Min of AASHTO T-99 Standard Proctor Method</td>
<td>0% to +2%</td>
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<tr>
<td>Sands, Gravels, Silts</td>
<td>95% Min of AASHTO T-180 Standard Proctor Method</td>
<td>-2% to +2%</td>
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</tbody>
</table>

**Compaction testing frequency**: When compaction testing is required, trench backfill shall be tested at maximum depth intervals of two (2) feet and maximum length intervals of 125 feet. A minimum of one test location is required within one (1) foot of a manhole, valve box, or other structure. Excavated areas, other than trenches, shall be tested at a minimum of three (3) test locations per 250 square feet. Testing frequency may be increased or decreased when directed in writing by the Director. Compaction test results shall be certified by a Texas-licensed Professional Engineer and provided to the Director prior to Acceptance. If no test results are received or test results are unsatisfactory, the Contractor shall be required to remove and recompact the entire excavation upon written notice by the Director. All removal and recompaction activities shall be completed within fourteen (14) calendar days following the date of the Director’s written notice issued pursuant to this Section.

c. **Test holes**: Test holes, potholes for utilities or core borings less than one (1) square foot in area shall be backfilled with flowable fill or squeegee to the bottom of the pavement or six (6) inches from the pavement surface, whichever provides greater pavement patching thickness.

6.3.3 Permanent Patching

a. **Patch depth**: The hot mix asphalt patching depth shall be equal to the existing asphalt thickness or a minimum of six (6) inches, whichever is greater.
b. **Tack**: Tack coat shall be applied to the vertical face of all pavement cuts edges and milled surfaces prior to patching or placement of any asphaltic surface or base course materials.

c. **Types and limits of patching**: Street Cuts with an area of 250 square feet or less and patch-back areas (see 6.3.3.d) may be patched within the limits of the pavement cut. The limits shall be approved by the Director prior to patching. Street Cuts, regardless of size, in Newly Constructed Streets or Recently Repaired Streets shall be Infrared Patched or milled and overlaid to a depth of two (2) inches below the existing pavement surface and in parallel lines at a minimum distance of one (1) foot beyond the pavement cuts. For Street Cuts greater than 250 square feet, the City shall, at its discretion require, Infrared Patching or mill and overlay. When any asphalt overlay or patch edge is within two (2) feet of the lip of a cross-pan, gutter or other concrete edge, the limits of required patching or trench overlay shall be extended to the concrete edge.

d. **Patch-back**: Asphalt patching (patch-back) along curb, gutter, sidewalk, crossspans, aprons or other concrete that is removed for replacement, shall have a minimum width of 18 inches from the edge of the concrete for the entire length of the new concrete. The Director may waive the requirement for patch back.

e. **New pavement**: See Section 6.3.6.

f. **Patches less than 250 SF**: Areas less than 250 square feet and patch back areas for concrete replacement may use hot mix asphalt with for the full depth of the patch with a maximum compacted lift thickness of three (3) inches.

g. **Patches greater than 250 SF**: Areas greater than 250 square feet shall be patched as follows:

1. Minimum compacted thickness of the surface course shall be two (2) inches of hot mix asphalt with grading SX aggregate and the proper asphalt grade (see 6.3.5).

2. Maximum compacted thickness shall be three (3) inches.

3. Minimum compacted thickness of the asphalt base course shall be three (3) inches of hot mix asphalt with grading S aggregate and the proper asphalt grade (see 6.3.5).

4. Maximum compacted thickness shall be four (4) inches.

h. **Total patch area greater than 1000 SF**: If the total patching area within a one (1) linear mile section exceeds 1000 SF, then a two (2) inch mill and overlay will be required for the entire lane width of the patch.

i. **Open seams**: Patch seams that open in excess of 1/8 inch during the warranty period shall be crack sealed.
j. **Smoothness**: All pavements shall be replaced to uniform lines and grades to match the longitudinal slope of the existing pavement. When checked with a 10-foot straight edge, variations in the pavement surface shall not exceed plus or minus one-fourth (1/4) of an inch.

### 6.3.4 Temporary Patching

a. **Time limits**: All Street Cuts open to traffic shall be temporarily patched until permanent patching is completed. The temporary patch shall be maintained to provide a level road surface until permanent hot mix asphalt is placed. Refer to Section 6.3.3 for permanent patching requirements.

b. **City patching**: If a permanent patch is not placed within fourteen (14) calendar days after placement of the temporary patch, the City has the authority to hire and/or perform the permanent patching operations and assess the total cost to perform this work plus an administrative surcharge of five percent (5%) to the Permit Holder for reimbursement. Any City costs shall be paid by the Permit Holder within 30 days following the date on which the City has assessed the costs to the Permit Holder and delivered a written statement invoicing said costs. Eligible costs associated with the City’s permanent patching work may include, but are not limited to, traffic control, mobilization, materials, equipment and labor. If the Permit Holder does not fully reimburse the City for these costs within 30 days of the City submitting an invoice to the Permit Holder, the City may withhold the approval of future permits or suspend existing permits for the Permit Holder, or any other entity retained to perform work on behalf of the Permit Holder, until full reimbursement of the City costs has been received by the City.

c. **Materials**: Temporary patching materials shall be cold mix asphalt, hot mix asphalt or flowable fill material, with a minimum two (2) inch depth. See Section 6.3.5 for asphalt material specifications.

### 6.3.5 Asphalt Materials and Compaction

a. **Tack coat material**: Tack coat material shall comply with TxDOT Standards and specifications for CSS-1h emulsified asphalt.

b. **Compaction testing requirements**: Unless directed otherwise by the Director in writing, asphalt compaction testing may not be required when 24 hours advance notice of patching and/or paving is provided to the Director. When required, compaction test results shall be certified by a Texas-licensed Professional Engineer and provided to the Inspector. Hot mix asphalt shall be compacted to 92% - 96% of maximum density.

c. **Compaction testing frequency**: When asphalt compaction testing is required by the Director in writing, asphalt compaction for trenches shall be tested at maximum intervals of 250 feet per lane width. A minimum of one (1) test location is required within one (1) foot of a manhole or valve box.
Patched or paved areas, other than trenches, shall be tested in maximum 500 square foot areas with a minimum of three (3) test locations per excavated area. Each asphalt lift shall be tested.

d. **Test holes:** Asphalt patching for test holes and core borings shall be compacted with a pneumatic compactor (pogo stick) or other approved method.

6.3.6 Concrete Pavement Replacement and Repair

a. **Pavement removal area and replacement depth:** Entire jointed panels shall be replaced when a Street Cut is made within the panels, with the concrete pavement saw-cut to the full depth of the existing pavement. The joints shall be constructed in the same pattern as the existing pavement.

b. **Manholes and structures:** When replacing concrete around a manhole, valve box or other structure that is not within an existing jointed section for the structure, the existing concrete pavement shall be cut to provide a minimum two (2) foot by two (2) foot square joint pattern that is approved by the Director. Replacement of the entire jointed section of the existing pavement, as stated in Section 6.3.6.a, is not required.

c. **Potholes:** Potholes, test holes and core borings less than (1) one square foot in area shall be repaired for the full depth of the concrete by placing Quikrete, Rapid Set or an approved equal concrete repair product with a minimum one (1) day compressive strength of 4,000 psi. More than one (1) hole in a jointed section may require replacement of the jointed section when directed by the Director in writing.

d. **Mix design:** Concrete mix design for pavement sections shall meet or exceed the Construction Standards mix designs and shall be approved by the City prior to placement.

e. **Panel joints at saw-cuts:** Rebar doweling is required at the saw-cut joints for all concrete pavement repairs. Grade 40, epoxy coated rebar (#5 rebar) with 5/8” diameter, must be provided at 12 inches on centers for each side of the Street Cut. Rebar dowels shall be placed at half of the pavement depth. Rebar dowels shall be a minimum of 24 inches in length to allow for 12 inches drilled into the existing pavement and 12 inches of embedment into the new concrete pavement. Rebar dowels shall be set into the drilled holes with epoxy adhesive.

f. **Panel joints for new concrete:** Provide contraction joint assemblies for panel joints in new concrete. Epoxy-coated steel dowels 1.25 inch diameter, grade 60 shall be used. Dowels shall be minimum 18 inches in length and placed at 12 inches on centers and at 1/2 the pavement thickness.
g. **Joint dimensions**: After placement of concrete pavement, joints shall be saw-cut or tooled to a depth of 1/4 of the concrete slab’s thickness. Maximum joint width at the surface shall be 5/16 inch.

h. **Joint Sealant**: Joints shall be sealed with gray silicone concrete pavement sealant, such as Dow 888, Dow 888-SL or an approved equivalent.

### 6.3.7 Concrete Curb, Gutter and Sidewalk

a. **Standards**: This section applies to concrete curb, gutter, sidewalk, crossspans, aprons, curb ramps and other types of flatwork. Construction shall be in accordance with the Construction Standards unless specified otherwise in this section. Concrete pavements, crossspans, aprons and the like shall be replaced to the limits of the existing joint pattern.

b. **Saw-cutting**: All concrete removal shall be saw-cut to the full depth of the concrete and continuous through the curb head.

c. **Mix design**: Concrete mix design for curb, gutter and sidewalk shall meet or exceed TxDOT Class D specifications and have a minimum 28-day compressive strength of 4,000 psi.

d. **Base course**: A minimum six (6) inch thick aggregate base course complying with TxDOT Class 6 material is required. Compaction of subgrade and base course shall be inspected by the Director prior to placing concrete.

e. **Minimum concrete thickness**:
   1. Crossspans and aprons – 10 inches per Construction Standards
   2. Driveways and detached sidewalks – six (6) inches
   3. Combination or monolithic curb, gutter and sidewalk – six (6) inches
   4. Curb ramps – per Construction Standards

f. **Contraction joints**: Sidewalk shall be replaced with transverse contraction joints not exceeding the width of the sidewalk. Curb or combination curb, gutter and sidewalk sections shall be replaced in full sections that are nominally 10 feet long. Joints shall be saw-cut or tooled to a depth of 1/4 of the concrete slab thickness. Maximum joint width at the surface shall be 5/16 inch.

g. **Expansion joints**: Expansion joint material shall be placed along cuts for structures, such as poles and posts.

### 6.3.8 Directional Boring
a. Permit Holder shall provide documentation for the bore depth, which must be in accordance with manufacturer recommendations for the bore size and soil type to be encountered.

b. Permit Holder shall evaluate the pavement surface every 50 feet along a directional bore for displacement and stop operations when the vertical displacement of the surface exceeds 0.5 inch.

6.3.9 Taper Lengths

The minimum taper lengths (L) required for Travel Lane shall meet the requirements of the MUTCD, Section 6C.08. Where conditions warrant, the Director reserves the right to require adjustments in taper lengths to conform to the project site requirements and/or limitations.

6.4 Pavement Restoration

6.4.1 Mill and Overlay: The Permit Holder or contractor shall mill and overlay for the length of the Street Cut and the full width of the lane to a depth of two (2) inches. The following guidelines shall be used to determine the milling area for the overlay:

a. Streets with No Lane Striping or Centerline Striping Only
   1. A strip of pavement over the street cut shall be milled to a two (2) inch depth and a width of 12 feet, plus any additional width for the requirement to mill one (1) foot beyond the edges of the pavement cut.
   2. If the location of the milled strip will result in an edge less than four (4) feet from the street centerline or gutter lip line, the width shall be extended to the centerline or gutter lip line.
   3. If the location of the milled strip will result in an edge less than one (1) foot from an existing pavement joint, the width shall be extended to the joint.
   4. If the location of the milled strip is over the street centerline, the minimum milled width along a centerline shall be four (4) feet.

b. Streets with Lane Striping
   1. A strip of pavement over the street cut shall be milled to a two (2) inch depth and a width of one (1) lane, plus any additional width for the requirement to mill one (1) foot beyond the edges of the pavement cut.
   2. The edges of the milled strip shall be at the lane stripes or centered in a lane. If the location of the milled strip will result in an edge less than two (2) feet from an existing pavement joint, the width shall be extended to the joint. Increased milling greater than one (1) lane width shall be made in 1/2 lane width increments.
6.5 Installation of Facilities on Service Poles

6.5.1 **Make-Ready Work.** The pole loading analysis will be used by the City to determine if any make-ready work will be repaired prior to the installation of the facilities. If the pole loading analysis indicates that no make-ready work is required prior to installation of the facilities, the City will so notify the applicant and will issue the Permit for the installation of the facilities. If the pole loading analysis indicates that make-ready work will be required prior to installation of the facilities, such make-ready work will be identified on the Permit as a condition of the issuance of the Permit.

6.5.2 **No Interference.** The radio frequency interference study will be used by the City to determine if the installation of the facilities will interfere with the operations of the traffic signal or other City communications equipment on the Service Pole. In no event shall a Permit be issued if the City determines that the facilities will interfere with the operations of the traffic signal or other City communications equipment on the Service Pole, and the City reserves the right to remove any facilities it determines, in its sole discretion, interfere with said operations.

6.5.3 **Equipment Color.** Any facilities installed on a City Service Pole shall be camouflaged in accordance with the requirements of the Design Manual, if applicable, or shall otherwise be colored to match the color of the Service Pole.

6.5.4 **Equipment Height.** Any facilities installed on a City Service Pole shall be placed no lower than eight (8) feet above the ground.

6.6 **Minimum Line Height.** To protect the health and safety of the traveling public, The minimum vertical clearance above a street shall be 22 feet for electric lines, and 18 feet for communication and cable television lines. Furthermore, the minimum vertical clearance above a sidewalk shall be nine (9) feet for any line, cable, or other wire.

6.7 **Undergrounding.** If undergrounding of electrical lines or telecommunication lines is required by ordinance, such undergrounding shall conform to the standards and specifications of the Construction Manual and the applicable ordinance. No Permit shall be issued for the installation of overhead electrical lines or telecommunication lines that would violate a City ordinance or other law, including the requirements of the Gateway Overlay District, Section 4.11 of the City’s Unified Development Code.

6.8 **No Obstruction.** A Permit shall not be issued to install facilities that would, as determined by the Director, obstruct, impede, or hinder the usual travel or public safety on a Right-of-Way; obstruct the legal use of a Right-of-Way by other utility providers; violate nondiscriminatory applicable codes; or violate the federal Americans with Disabilities Act of 1990. In particular, in no event shall a Permit be issued to install facilities within a “Sight Triangle,” as defined by Chapter 12.44 of the City’s Code of Ordinances, except in accordance with said Chapter.

7.0 INSPECTIONS, ACCEPTANCE, AND ENFORCEMENT
7.1 **Completion Inspection**: The Permit Holder or contractor shall schedule a completion inspection with the Director a minimum of twenty-four (24) hours in advance of leaving the site after completion of the work. The Director shall provide an inspection report with a written punchlist of all deficiencies, if any, that must be corrected prior to acceptance of the work for completion of the Permit. The Permit Holder shall complete the punchlist and schedule a final inspection within seven (7) calendar days, unless a written extension is approved by the Director. If there are no punchlist items, the completion inspection will be the final inspection. Failure to schedule a completion inspection prior to leaving the site after completing the work shall constitute a violation of these Regulations, subject to the penalties set forth herein.

7.2 **Final Inspection**: If the completion inspection is not the final inspection, the Permit Holder or contractor shall complete the punchlist and schedule a final inspection within seven (7) calendar days, unless a written extension is approved by the Director. Failure to complete the punchlist items within the period approved by the Director and schedule the Final Inspection shall constitute a violation of these Regulations, subject to the penalties set forth herein. If the Director does not accept the corrected work at the final inspection, or the work is not completed, the Director may, in his or her sole discretion, either grant the Permit Holder an extension to complete the work or issue a Notice of Violation (see Section 7.6.2).

7.3 **Acceptance**: Upon acceptance of the work after the final inspection, the Director will sign and date the Permit to indicate the start date for the warranty period.

7.4 **Warranty**: All work performed under the Permit shall be warranted for two (2) years from the date of acceptance. During the warranty period, the Permit Holder may be notified in writing of any defective work and shall correct the defective work within fourteen (14) calendar days or the time allowed in writing by the Director. The corrective work shall be warranted for two (2) years after completion. Failure to correct the deficiencies within the required time period, or obtain a written extension, shall constitute a violation of these Regulations, subject to the penalties herein. As set forth in Section 3.5, a warranty period exceeding two (2) years may be required for Construction Activities permitted to occur within a Newly Constructed Street or Recently Repaired Street.

7.5 **Warranty Inspection**: The Director will send a notice of warranty inspection to the Permit Holder prior to the warranty expiration date. The notice will indicate that the work is Accepted and the Permit is closed, or it will include a written punchlist of deficiencies that must be corrected within fourteen (14) calendar days or the time allowed in writing by the Director. The Permit Holder shall notify the Director after the punchlist is completed. Failure to complete the punchlist within the required time period, or obtain a written extension, shall constitute a violation of these Regulations, subject to the penalties set forth herein.

7.6 **Enforcement**

7.6.1 **Stop Work Orders**

a. The Director may issue a Stop Work Order when a Permit is not obtained prior to starting an activity that requires a Permit under Chapter 12.08 of
the Code of Ordinances and these Regulations, or when an activity performed under a Permit is not in compliance with these Regulations and/or the requirements of the Permit.

b. The Stop Work Order may be delivered to the Permit Holder or the party performing the activity.

c. Upon issuance of a Stop Work Order, the Permit Holder shall secure the site(s), provide the necessary traffic control and discontinue all non-corrective work within the Right-of-Way. No further work will be allowed until the corrections are completed and approval is provided by the Director.

7.6.2 Notice of Violation

a. The Director may issue a Notice of Violation when a Permit is not obtained prior to starting an activity that requires a Permit under Chapter 12.08 of the Code of Ordinances and these Regulations, or when an activity performed under a Permit is not in compliance with these Regulations and/or the requirements of the Permit. The Permit Holder shall be responsible for the payment of a fine, in the amount shown in Appendix B (Schedule of Fines), when issued a Notice of Violation. The Schedule of Fines specifically includes and references increased fines for second and subsequent Notices of Violation. In any Notice of Violation, the Director will identify the violations or deficiencies that must be corrected. A Notice of Violation issued for working without a permit must be corrected within one (1) Working Day and other corrective actions must be initiated within three (3) Working Days and corrected within five (5) Working Days, unless extensions are approved by the Director and included in the completion date. If the corrections are not completed by the date required on the Notice of Violation, an additional Notice of Violation with the associated fine, to be assessed in the amount set forth in the Schedule of Fines, may be issued by the Director.

b. Upon issuance of a Notice of Violation, the Permit Holder shall secure the site(s), provide the necessary traffic control and discontinue all non-corrective work within the Right-of-Way. No further work will be allowed until the corrections are completed and approval is provided by the Director. Permit applications for any Entity with a Notice of Violation in effect will not be processed until all applicable outstanding fees and fines, as set forth in the Fee Schedule or Schedule of Fines attached hereto, have been paid to the City by the Permit Holder and the City has verified that all outstanding amounts have been collected. The Director shall be authorized, in consultation with the City Attorney, to issue a summons and complaint for any violation of these Regulations.

7.6.3 Permit Revocation: The Director retains the authority to revoke any Permit for failure to comply with these Regulations or other applicable laws or regulations of the City.
### APPENDIX A
CITY OF GEORGETOWN RIGHT-OF-WAY PERMIT FEE SCHEDULE

<table>
<thead>
<tr>
<th>Type of Permit</th>
<th>Permit Cost</th>
<th>Technology Fee</th>
<th>Total Permit Cost*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work in the ROW – Maintenance</td>
<td>$120.00</td>
<td>$15.00</td>
<td>$135.00</td>
</tr>
<tr>
<td>Work in the ROW – Construction</td>
<td>$400.00</td>
<td>$15.00</td>
<td>$415.00</td>
</tr>
<tr>
<td>Storage Activities (containers, roll-offs, dumpsters, etc...)</td>
<td>$30.00</td>
<td>$15.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>Extension of ROW Permit</td>
<td>$25.00</td>
<td></td>
<td>$25.00</td>
</tr>
<tr>
<td>Re-Inspection Fee</td>
<td>$50.00</td>
<td></td>
<td>$50.00</td>
</tr>
<tr>
<td><strong>Non-Refundable Administration Fee (Base Fee)</strong></td>
<td>$25.00</td>
<td></td>
<td>$25.00</td>
</tr>
</tbody>
</table>
APPENDIX B
CITY OF GEORGETOWN RIGHT-OF-WAY SCHEDULE OF FINES

<table>
<thead>
<tr>
<th>Notices of Violation</th>
<th>Cost of Fine* (Arterial / Major Collector)</th>
<th>Cost of Fine* (Local/Minor Collector)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work in the ROW without a Permit</td>
<td>$300.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Finish work without a Final Inspection</td>
<td>$250.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Improper Traffic Control Setup</td>
<td>$350.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>No Flaggers (if required)</td>
<td>$350.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Re-Inspection Fee</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Placement of a storage container, roll-off, dumpster without a permit</td>
<td>NA</td>
<td>$45.00 (cost of permit)</td>
</tr>
<tr>
<td>Failure to Notify after an Emergency Repair / to get permit</td>
<td>$250.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

* 1st Offense Fine. Fines will be doubled for each additional offense (ex: 1st Offense = $100; 2nd Offense = $200; 3rd Offense = $400, etc...)
SUBJECT:
Public Hearing and First Reading of an Ordinance to grant an exemption of certain fees for permits required for work performed on eligible projects by Habitat for Humanity of Williamson County in their administration of the Home Repair Program for the City of Georgetown -- Susan Watkins, AICP, Housing Coordinator

ITEM SUMMARY:
The City of Georgetown entered into an agreement with Habitat for Humanity on May 22, 2018 to administer the Home Repair program for eligible projects and applicants. At the May 22, 2018, City Council meeting, Council directed an exemption of fees related to permits required for eligible projects as part of administration of the Home Repair Program.

The City Council adopted an ordinance exempting fees for permits required for work performed on eligible Home Repair projects on July 24, 2018. Upon adoption of the 2015 International Building Code on April 24, 2020, the language exempting fees was inadvertently deleted from the code. This ordinance reestablishes the original language.

FINANCIAL IMPACT:
An exemption will be granted for permit fees for eligible projects completed using Home Repair Program funds.

SUBMITTED BY:
Susan Watkins, AICP, Housing Coordinator

ATTACHMENTS:

Exhibit 1 - Fee Exemption Ordinance
ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING SECTION 15.04.010 OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN RELATING TO ADOPTION OF THE BUILDING CODE AND CREATING AN EXEMPTION FROM CERTAIN PERMIT FEES FOR PROJECTS COMPLETED PURSUANT TO THE CITY’S HOME REPAIR PROGRAM; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City of Georgetown, Texas (the “City”) to protect the public health, safety, and welfare;

WHEREAS, the City established a Home Repair Program in 2008 to provide home repairs, including exterior upgrades, weatherization, energy efficiency, accessibility, and safety improvements, to homeowners who are residents of the City and have limited resources;

WHEREAS, the City and Habitat for Humanity of Williamson County (“Habitat”) are parties to an agreement by which Habitat administers the City’s Home Repair Program;

WHEREAS, the City desires to protect the public health, safety, and welfare by exempting projects completed pursuant to the City’s Home Repair Program from certain permit fees, adopted pursuant to Section 15.04.010 of the City Code of Ordinances; and

WHEREAS, the City Council has determined that it would be in the best interest of the community to adopt the fee exemption ordinance as set forth herein.

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

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 15.04.010 of the Code of Ordinances is amended to read as follows:

“Sec. 15.04.010. – Building Code adopted.

shall be referred to as the "Building Code" and the Building Code shall establish regulations affecting or relating to structures, processes, premises, and safeguards.

B. A copy of the Building Code shall be placed at the Georgetown Public Library and on file at the office of the Building Official.

C. Projects completed pursuant to the City’s Home Repair Program shall be exempt from permit fees adopted pursuant to Section 15.04.010 of the City Code of Ordinances.”

**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 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

______________________________
Roby Densmore
City Secretary

______________________________
Dale Ross
Mayor

APPROVED AS TO FORM:

______________________________
Skye Masson
City Attorney
SUBJECT:
Public Hearing and First Reading of an Ordinance for a Zoning Map Amendment to rezone approximately 2.985 acres consisting of Lot 1, Inner Visions Corporate Center, from the Agriculture (AG) and Industrial (IN) zoning districts to the General Commercial (C-3) zoning district for the property generally located at 275 SE Inner Loop -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:
Overview of Applicant's Request:
The Applicant is requesting to rezone this property to the General Commercial (C-3) zoning district to facilitate commercial development on the property and provide additional services to the existing businesses and industries in the area.

Staff's Analysis:
Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request complies with the criteria established in UDC Section 3.06.030 for a Rezoning as outlined in the attached Staff Report.

Public Comments:
As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (4 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (August 30, 2020) and signs were posted on-site. To date, staff has received 0 written comments in favor or in opposition to the request.

Planning and Zoning Commission:
At their September 15, 2020 meeting, the Planning and Zoning Commission unanimously recommended approval of the request.

FINANCIAL IMPACT:
None. The Applicant has paid the required application fees.

SUBMITTED BY:
Andreina Dávila-Quintero, AICP, Current Planning Manager

ATTACHMENTS:

2020-11-REZ - P&Z Staff Report
Exhibit 1 - Location Map
Exhibit 2 - Future Land Use Map
Exhibit 3 - Zoning Map
Exhibit 4 - Development Standards and Permitted Uses of the C-3 district
Exhibit 5 - Letter of Intent
Ordinance with Exhibits
Presentation
Report Date: September 11, 2020  
Case No: 2020-11-REZ  
Project Planner: Andreina Dávila-Quintero, AICP, Current Planning Manager  

**Item Details**

- **Project Name:** 275 SE Inner Loop Zone Change  
- **Project Location:** 275 SE Inner Loop, within City Council district No. 1.  
- **Total Acreage:** 2.985 ac  
- **Legal Description:** Lot 1, Inner Visions Corporate Center Subdivision  
- **Applicant:** Inner Visions, LLC, Ken Horak  
- **Property Owner:** Inner Visions, LLC, Ken Horak  
- **Request:** Zoning Map Amendment to rezone the subject property from the Industrial (IN) and Agriculture (AG) districts to the General Commercial (C-3) district.  
- **Case History:** This is the first public hearing of this request.
Overview of Applicant’s Request

The Applicant is requesting to rezone this property to the General Commercial (C-3) zoning district to facilitate commercial development on the property and provide additional services to the existing businesses and industries in the area (Exhibit 5).

Site Information

Location:
The subject property is located at the northwest corner of SE Inner Loop and Snead Dr. It currently consists of a 22,000-square foot office/flex building.

Physical and Natural Features:
The subject property is not heavily treeed and has no significant outstanding features impacting development. The property has been developed with a 22,000-square foot building and associated parking, landscaping, and stormwater improvements.

Future Land Use and Zoning Designations:
The subject property has an Employment Center Future Land Use designation and is currently zoned Industrial (IN) and Agriculture (AG).

Surrounding Properties:
The subject property is part of a larger multi-lot unified development known as Inner Visions Corporate Center. This development includes a total of three (3) office/flex space buildings for a total of 82,500 square feet. This development is surrounded by a variety of land uses, including industrial manufacturing, civic, and office uses. Nearby developments include Texas Electric Cooperative, Xycarb, and Radiation Detention Co. Williamson County owns a government facility to the east of the subject property, across Snead Dr. Further to the east of this property is a residential subdivision known as Rabbit Hollow located within the City’s Extra-territorial Jurisdiction. Trends continue to include industrial and heavy commercial in the immediate and surrounding areas.

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

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning District</th>
<th>Future Land Use</th>
<th>Existing Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Industrial (IN)</td>
<td>Employment Center</td>
<td>Office/Flex Space</td>
</tr>
<tr>
<td>East</td>
<td>Industrial (IN) and Agriculture (AG)</td>
<td>Employment Center</td>
<td>Government Facility</td>
</tr>
<tr>
<td>South</td>
<td>ETJ</td>
<td>Regional Center</td>
<td>Vacant/undeveloped</td>
</tr>
<tr>
<td>West</td>
<td>Industrial (IN)</td>
<td>Employment Center</td>
<td>Vacant/undeveloped</td>
</tr>
</tbody>
</table>
Property History:
Portions of the subject property were incorporated into the city limits in 1986 (Ord 86-55) and 2008 (Ord 2008-82), both of which were completed as part of a large area annexation initiative. The portion that was annexed in 1986 was rezoned to its current Industrial (IN) zoning district in 1989 (Ord 89-091) as part of a larger rezoning initiative that included all property generally located between Madison Oaks and SE Inner Loop, and Austin Ave and the city limits. The portion that was annexed in 2008 was designated with its current Agriculture (AG) district at time of annexation, which is the default initial zoning district upon annexation.

Comprehensive Plan Guidance

Future Land Use Map:
Centers with employment-generating uses support heightened economic activity through quality architectural design and well-integrated supporting uses such as retail, restaurants. The inclusion of moderate to high density residential is appropriate as a supporting use to these areas of commerce and employment. Because these areas often act as a transition between more intensely developed industrial uses and residential neighborhoods, standards should be developed to ensure that development of these activities is compatible with the character of the surrounding area. Care should be taken to protect adjacent uses from adverse impacts potentially associated with existing industrial uses (commercial traffic, outside storage, etc.), using buffering and/or performance-based development standards.

Manufacturing

DUA: 14 or more
Target Ratio: 80%
nonresidential, 20% residential
Primary Use: Advanced manufacturing, life sciences, and professional services
Secondary Uses: Flex workspace, environmentally friendly manufacturing, retail, commercial, high-density residential, mixed-use
Utilities

The subject property is located within the City’s service area for water and wastewater. Additionally, it is located within the City of Georgetown and Oncor dual service area for electric. The subject property is already developed. Adequate capacity exists to serve the subject property at this time.

Transportation

The subject property is located along SE Inner Loop and Snead Dr. SE Inner Loop is currently classified as a major arterial; however, this portion of the loop also serves as a portion of the SW Bypass freeway. Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances. Freeways are controlled access roadways that allow for the movement of traffic through and around the City. This classification includes interstate highways, state highways, tollways and loops. Direct property access is limited as access is not the intended purpose of these facilities. Design characteristics of these facilities include multiple travel lanes, limited access points, high traffic volumes and high traffic speeds.

Snead Dr is classified as a major collector. Major Collectors are streets which are intended to balance traffic between arterial streets and local streets. These streets tend to carry a high volume of traffic over shorter distances, providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system.

A Traffic Impact Analysis (TIA) will be required for any development that generates more than two thousand (2,000) average daily trips based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.

Proposed Zoning district

The General Commercial District (C-3) is intended to provide a location for general commercial and retail activities that serve the entire community and its visitors. Uses may be large in scale and generate substantial traffic, making the C-3 District only appropriate along freeways and major arterials.

Permitted uses in this district include, but are not limited to, general retail, hotels, restaurants, and general office. Other uses such as activity center, bar/tavern/pub, college/university, fuel sales, and event facility among others are permitted subject to specific design limitations. Certain land uses, including automotive sales, rental or leasing facilities, require a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of C-3 district permitted uses and development standards.

Intergovernmental and Interdepartmental Review

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

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

<table>
<thead>
<tr>
<th>ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.</td>
</tr>
<tr>
<td>An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.</td>
</tr>
<tr>
<td>2. The zoning change is consistent with the Comprehensive Plan.</td>
</tr>
<tr>
<td>The 2030 Comprehensive Plan designates this property for “Employment Center” uses. This designation encourages a range of manufacturing and professional services, as well as supporting uses such as flex workspace, retail, commercial and mixed use. The requested General Commercial (C-3) zoning district allows these supporting uses that are not allow in the current Industrial (IN) zoning district, which would bring additional services to the area should this rezoning be approved.</td>
</tr>
<tr>
<td>3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.</td>
</tr>
<tr>
<td>The standards of the C-3 district include minimum side and rear setbacks. These requirements should ensure a design that provides an appropriate transition between surrounding uses. The commercial zoning request is proposed on the property that abuts SE Inner Loop, a major arterial and future freeway that also serves as a boundary and transition going from a more intense use/zoning starting along this major roadway, and any future surrounding uses.</td>
</tr>
<tr>
<td>4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.</td>
</tr>
<tr>
<td>The proposed location of the C-3 zoning is consistent with the development pattern along SE Inner Loop and what is envisioned south of this roadway. The properties on both sides of the subject property are also zoned IN and slated for future employment-generated uses.</td>
</tr>
<tr>
<td>5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.</td>
</tr>
<tr>
<td>The proposed configuration of commercial and industrial uses is logical given the prevailing development pattern and the future freeway proposed along the subject property. This property is surrounded by commercial uses of similar intensity as allowed by the proposed C-3 district. In addition, the sizes of the proposed districts will allow any uses permitted in these districts to be developed in conformance with the zoning district standards, to include parking, landscaping, bufferyard, setbacks, and impervious cover requirements.</td>
</tr>
</tbody>
</table>

Based on the findings listed above, staff has determined that the requested zoning district meets the criteria for a Zoning Map Amendment. The General Commercial (C-3) district would allow needed
uses in the area to support the manufacturing, civic and other industrial uses in the area as envisioned by the Comprehensive Plan. In addition, this district is compatible with the existing uses and character of the area, particularly as this corridor continues to be developed with major industrial and commercial uses.

**Meetings Schedule**

- September 15, 2020 – Planning and Zoning Commission
- October 13, 2020 – City Council First Reading of the Ordinance
- October 27, 2020 – City Council Second Reading of the Ordinance

**Public Notification**

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (4 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (August 30, 2020) and signs were posted on-site. To date, staff has received 0 written comments in favor or in opposition to the request.

**Attachments**

- Exhibit 1 – Location Map
- Exhibit 2 – Future Land Use Map
- Exhibit 3 – Zoning Map
- Exhibit 4 – Design and development standards of the General Commercial (C-3) zoning district
- Exhibit 5 – Letter of Intent
Future Land Use
Overall Transportation Plan

2020-11-REZ
Exhibit #2

Site
Parcels
City Limits
Georgetown ETJ

Future Land Use
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

Thoroughfare
- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

Future Land Use Center
Mixed Density Neighborhood
Regional Center
Inner Loop
Snead Dr
Shell Rd
Shelf Rd
Lander Rd
Leaner Rd
Sneider Dr
Chestnut Dr
Shea Blvd
Zimney Rd
Hill Rd
F M 1460
B L U E  S P R I N G S  B L V D
S A U S T I N  A V E

Site
Parcels
City Limits
Georgetown ETJ

Future Land Use
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

Thoroughfare
- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

Future Land Use Center
Mixed Density Neighborhood
Regional Center
Inner Loop
Snead Dr
Shell Rd
Shea Blvd
Shelf Rd
Lander Rd
Leaner Rd
Sneider Dr
Chestnut Dr
Zimney Rd
Hill Rd
F M 1460
B L U E  S P R I N G S  B L V D
S A U S T I N  A V E
## General Commercial (C-3) District

<table>
<thead>
<tr>
<th>District Development Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Building Height = 60 feet</td>
</tr>
<tr>
<td>Front Setback = 25 feet</td>
</tr>
<tr>
<td>(0 feet for build-to/downtown)</td>
</tr>
<tr>
<td>Bufferyard = 15 feet with plantings</td>
</tr>
<tr>
<td>Adjacent to AG, RE, RL, RS, TF, MH, MF-1, or MF-2 districts</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Specific Uses Allowed within the District</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Allowed by Right</strong></td>
</tr>
<tr>
<td>Agricultural Sales</td>
</tr>
<tr>
<td>Artisan Studio/Gallery</td>
</tr>
<tr>
<td>Assisted Living</td>
</tr>
<tr>
<td>Automotive Parts Sales (indoor)</td>
</tr>
<tr>
<td>Auto. Repair and Service, Limited</td>
</tr>
<tr>
<td>Banking/Financial Services</td>
</tr>
<tr>
<td>Blood/Plasma Center</td>
</tr>
<tr>
<td>Car Wash</td>
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<td>Consumer Repair</td>
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<td>Dry Cleaning Service</td>
</tr>
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<td>Emergency Services Station</td>
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<td>Event Catering/Equipment Rental</td>
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<td>Fitness Center</td>
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<td>Food Catering Services</td>
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<td>Funeral Home</td>
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<td>General Retail</td>
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<td>General Office</td>
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<tr>
<td>Government/Postal Office</td>
</tr>
<tr>
<td>Home Health Care Services</td>
</tr>
<tr>
<td>Hospital</td>
</tr>
<tr>
<td>Hotel/Inn/Motel (incl. extended stay)</td>
</tr>
<tr>
<td>Integrated Office Center</td>
</tr>
<tr>
<td>Landscape/Garden Sales</td>
</tr>
<tr>
<td>Laundromat</td>
</tr>
<tr>
<td>Library/Museum</td>
</tr>
<tr>
<td>Medical Diagnostic Center</td>
</tr>
<tr>
<td>Medical Office/Clinic/Complex</td>
</tr>
<tr>
<td>Membership Club/Lodge</td>
</tr>
<tr>
<td>Nature Preserve/Community Garden</td>
</tr>
<tr>
<td>Nursing/Convalescent/Hospice</td>
</tr>
<tr>
<td>Parking Lot (commercial/park-n-ride)</td>
</tr>
<tr>
<td>Personal Services (inc. Restricted)</td>
</tr>
<tr>
<td>Printing/Mailing/Copying Services</td>
</tr>
<tr>
<td>Private Transport Dispatch Facility</td>
</tr>
<tr>
<td>Restaurant (general/drive-through)</td>
</tr>
<tr>
<td>Small Engine Repair</td>
</tr>
<tr>
<td>Social Service Facility</td>
</tr>
<tr>
<td>Surgery/Post Surgery Recovery</td>
</tr>
<tr>
<td>Theater (movie/live)</td>
</tr>
<tr>
<td>Transit Passenger Terminal</td>
</tr>
</tbody>
</table>

**Allowed by Right (continued)**

- Urgent Care Facility
- Utilities (Minor/Intermediate/Major)
- Veterinary Clinic (indoor only)
Inner Visions, LLC

August 3, 2020

Planning Department
406 W 8th St
Georgetown, Texas 78626

RE: Zone Change Letter of Intent
Proposed C3 Zoning
275 SE Inner Loop

To Whom it May Concern:

We are requesting to change Lot 1 of the Inner Visions Corporate Center currently zoned Industrial (IN) at 275 SE Inner Loop (see exhibit A vicinity map attached) to a C3 zoning. The City of Georgetown’s existing land use map indicates current growth of the southern entry corridor to Georgetown.

(Current Zoning Map)
The 2030 Plan indicates the proposed long range use as an employment center.

The purple in this case indicates proposed employment center uses. The plan defines these as employment-generating uses which support heightened economic activity through quality architectural design and integrated supporting uses such as retail and restaurants since this is what the Plan terms as a transitional area between more intense industrial uses and residential neighborhoods requiring development which is compatible with the character of the surrounding area.

The 2030 Plan also projects a developing/emerging employment area on a major Inner Loop/Southwest Bypass which is projected to become a bypass freeway. The existing intersection of the Inner Loop & Snead/Blue Springs Parkway is projected to be the only North/South crossing between I35 and FM1460. The existing building has the ability to provide some basic services to the adjacent and surrounding existing and future uses with convenient accessibility to the surrounding neighborhoods.

The existing 2.985 acre lot is well situated to provide the 2030 Plan purpose and integrated supporting uses with space for a few basic services, such as a food court, small market and other small service providers. The existing physical design elements for this one story, 27' tall, 22,000 sf tilt-up concrete, storefront and stone building; including set backs, fire sprinkler, enhanced parking and a grease trap, meet the C3 requirements for these services as further evidenced by the following approved existing facility site plan. The 126 parking spaces allow for approximately 8000sf of restaurant dining use with the balance for the remaining office/retail uses exclusive of the service corridor, public toilets and utilities.
(See Exhibit A & B attached)
In summary, the proposed zone change for this corner site is compatible with the current zoning, conforming uses of nearby property and with the character of the neighborhood as projected by the 2030 Plan, including our adjacent 30 acre PUD development slated to begin development next year. The existing development is suitable for uses permitted under the C3 zoning to provide the needed services for the existing neighborhood uses in addition to future development which promotes the safe orderly development near this important southern entry corridor to the City.

With Kindest Regards,

Ken Horak
Ken Horak, Member

Exhibits: A – Enlarged Vicinity Map & Project Data
B – Enlarged Site Plan
## Project Data

<table>
<thead>
<tr>
<th>JURISDICTION:</th>
<th>CITY OF GEORGETOWN</th>
</tr>
</thead>
<tbody>
<tr>
<td>SITE:</td>
<td>2.985 ACRES</td>
</tr>
<tr>
<td>ZONING:</td>
<td>IND TO C3</td>
</tr>
<tr>
<td>CODES:</td>
<td>IBC 2012 EDITION</td>
</tr>
<tr>
<td></td>
<td>IPC 2012 EDITION</td>
</tr>
<tr>
<td></td>
<td>IMC 2012 EDITION</td>
</tr>
<tr>
<td></td>
<td>IFC 2012 EDITION</td>
</tr>
<tr>
<td></td>
<td>NEC 2015 EDITION 2000 IEC</td>
</tr>
<tr>
<td>OCCUPANCY:</td>
<td>A2, W, B, S1</td>
</tr>
<tr>
<td>CONSTRUCTION TYPE:</td>
<td>VN</td>
</tr>
<tr>
<td>HEIGHT: ALLOWED EXISTING</td>
<td>2 STORY - 40'-0&quot;</td>
</tr>
<tr>
<td></td>
<td>1 STORY - 27'-0&quot;</td>
</tr>
<tr>
<td>FIRE SPRINKLER:</td>
<td>YES</td>
</tr>
<tr>
<td>AREA: VN CONSTRUCTION</td>
<td>9,000 S.F.</td>
</tr>
<tr>
<td>SPRINKLERED (+300%)</td>
<td>36,000 (SEC 506.3)</td>
</tr>
<tr>
<td>TOTAL</td>
<td>22,000 S.F. (GROSS)</td>
</tr>
<tr>
<td>PARKING:</td>
<td>PROVIDED = 121 SPACES + 5 HC SPA</td>
</tr>
<tr>
<td>COMMON (1672 ø 0)</td>
<td>0</td>
</tr>
<tr>
<td>RESTAURANT (8000 ø 1/100)</td>
<td>80</td>
</tr>
<tr>
<td>OFF/RET (11328 ø 1/250)</td>
<td>46</td>
</tr>
</tbody>
</table>
ORDINANCE NO. _____________________

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 2.985 acres consisting of Lot 1, Inner Visions Corporate Center, generally located at 275 SE Inner Loop, from the Agriculture (AG) and Industrial (IN) zoning districts to the General Commercial (C-3) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

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

Lot 1, Inner Visions Corporate Center, generally located at 275 SE Inner Loop, as recorded in Document Number 2014042042 of the Official Public Records of Williamson County, Texas, hereinafter referred to as “The Property”; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City’s Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on September 15, 2020, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on October 13, 2020, held an additional public hearing prior to taking action on the requested rezoning of the Property.

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

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

Section 2. The Official Zoning Map, as well as the Zoning District classification(s) for the Property is hereby amended from the Agriculture (AG) and Industrial (IN) zoning districts to the General Commercial (C-3) zoning district, in accordance with the attached Exhibit A (Location Map) 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 13 day of October, 2020.

APPROVED AND ADOPTED on Second Reading on the 27 day of October, 2020.

THE CITY OF GEORGETOWN: ATTEST:

__________________________  __________________________
Dale Ross                      Robyn Densmore,
Mayor                           City Secretary

APPROVED AS TO FORM:

__________________________
Skye Masson
City Attorney
Item Under Consideration

2020-11-REZ

• Public Hearing and First Reading of an Ordinance for a Zoning Map Amendment to rezone approximately 2.985 acres consisting of Lot 1, Inner Visions Corporate Center, from the Agriculture (AG) and Industrial (IN) zoning districts to the General Commercial (C-3) zoning district for the property generally located at 275 SE Inner Loop
Employment Center (EC)

• Employment-generating uses that support heightened economic activity through quality architectural design
• Transition areas between more intensely developed industrial uses and residential neighborhoods
• Use of buffering and/or performance-based development standards to protect adjacent uses from adverse impacts

DUA: 14 or more
Target Ratio: 80% nonresidential, 20% residential
Primary Use: Advanced manufacturing, life sciences, and professional services
Secondary Uses: Flex workspace, environmentally friendly manufacturing, retail, commercial, high-density residential, mixed-use
General Commercial (C-3)

- Commercial and retail serving entire community
- May be large in scale and generate substantial traffic
- Appropriate along Arterials and Freeways

### Dimensional Standards

- Max building height = 60’
- Front setback = 25’
- Side setback = 10’
- Rear setback = 10’
- Side setback to residential = 15’
- Rear setback to residential = 25’
- 15’ bufferyard adjacent to RS
## General Commercial (C-3)

<table>
<thead>
<tr>
<th>Permitted by Right</th>
<th>Permitted with Limitations</th>
<th>Permitted with a SUP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural Sales</td>
<td>Activity Center (youth/senior)</td>
<td>Auto. Parts Sales (outdoor)</td>
</tr>
<tr>
<td>Artisan Studio/Gallery</td>
<td>Athletic Facility, Indoor or Outdoor</td>
<td>Auto. Repair &amp; Service, General</td>
</tr>
<tr>
<td>Assisted Living</td>
<td>Bar/Tavern/Pub</td>
<td>Auto. Sales, Rental, Leasing</td>
</tr>
<tr>
<td>Automotive Parts Sales (indoor)</td>
<td>Business/Trade School</td>
<td>Bus Barn</td>
</tr>
<tr>
<td>Auto. Repair and Service, Limited</td>
<td>Church (with columbarium)</td>
<td>Cemetery/Columbaria/Mausoleum/Memorial Park</td>
</tr>
<tr>
<td>Banking/Financial Services</td>
<td>College/University</td>
<td>Correctional Facility</td>
</tr>
<tr>
<td>Blood/Plasma Center</td>
<td>Commercial Recreation</td>
<td>Firing Range, Indoor</td>
</tr>
<tr>
<td>Car Wash</td>
<td>Community Center</td>
<td>Flea Market</td>
</tr>
<tr>
<td>Consumer Repair</td>
<td>Dance Hall/Night Club</td>
<td>Hospital, Psychiatric</td>
</tr>
<tr>
<td>Dry Cleaning Service</td>
<td>Data Center</td>
<td>Lumber Yard</td>
</tr>
<tr>
<td>Emergency Services Station</td>
<td>Day Care (group/commercial)</td>
<td>Major Event Entertainment</td>
</tr>
<tr>
<td>Event Catering/Equipment Rental</td>
<td>Driving Range</td>
<td>Manufactured Housing Sales</td>
</tr>
<tr>
<td>Farmer's Market</td>
<td>Event Facility</td>
<td>Meat Market</td>
</tr>
<tr>
<td>Fitness Center</td>
<td>Fuel Sales</td>
<td>Multifamily Attached</td>
</tr>
<tr>
<td>Food Catering Services</td>
<td>Heliport</td>
<td>Recreational Vehicle Sales, Rental, Service</td>
</tr>
<tr>
<td>Funeral Home</td>
<td>Kennel</td>
<td>Self-Storage (indoor or outdoor)</td>
</tr>
<tr>
<td>General Retail</td>
<td>Live Music/Entertainment</td>
<td>Substance Abuse Treatment Facility</td>
</tr>
<tr>
<td>General Office</td>
<td>Micro Brewery/Winery</td>
<td>Transient Service Facility</td>
</tr>
<tr>
<td>Government/Postal Office</td>
<td>Neighborhood Amenity Center</td>
<td>Wireless Transmission Facility (41+)</td>
</tr>
<tr>
<td>Home Health Care Services</td>
<td>Park (neighborhood/regional)</td>
<td>Wireless Transmission Facility (&lt;41)</td>
</tr>
<tr>
<td>Hospital</td>
<td>Pest Control/Janitorial Services</td>
<td></td>
</tr>
<tr>
<td>Hotel/inn/Motel (incl. extended stay)</td>
<td>School (elementary, middle, high)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Upper-story Residential</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Veterinary Clinic (indoor only)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Integrated Office Center</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Landscape/Garden Sales</td>
<td></td>
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<tr>
<td></td>
<td>Laundromat</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Library/Museum</td>
<td></td>
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<tr>
<td></td>
<td>Medical Diagnostic Center</td>
<td></td>
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<tr>
<td></td>
<td>Medical Office/Clinic/Complex</td>
<td></td>
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<tr>
<td></td>
<td>Membership Club/Lodge</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nature Preserve/Community Garden</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nursing/Convalescent/Hospice</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Parking Lot (commercial/park-n-ride)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Personal Services (including restricted)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Printing/Mailing/Copying Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Private Transport Dispatch Facility</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Restaurant (general/drive-through)</td>
<td></td>
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<tr>
<td></td>
<td>Small Engine Repair</td>
<td></td>
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<tr>
<td></td>
<td>Social Service Facility</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Surgery/Post Surgery Recovery</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Theater (movie/live)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transit Passenger Terminal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Urgent Care Facility</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Utilities (minor/intermediate/major)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Veterinary Clinic (indoor only)</td>
<td></td>
</tr>
</tbody>
</table>

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## Approval Criteria – UDC Section 3.06.030

<table>
<thead>
<tr>
<th>Criteria for Rezoning</th>
<th>Complies</th>
<th>Partially Complies</th>
<th>Does Not Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The zoning change is consistent with the Comprehensive Plan;</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Approval Criteria – UDC Section 3.06.030

<table>
<thead>
<tr>
<th>Criteria for Rezoning</th>
<th>Complies</th>
<th>Partially Complies</th>
<th>Does Not Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Public Notifications

• 4 property owners within the 300’ buffer

• Notice in Sun News on August 30, 2020

• Signs posted on the property

• To date, staff has received:
  • 0 written comments IN FAVOR
  • 0 written comment OPPOSED
Planning & Zoning Commission Action

• At their September 15, 2020 meeting, the Planning & Zoning Commission unanimously recommended approval of the request.
First Reading of an Ordinance

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 2.985 acres consisting of Lot 1, Inner Visions Corporate Center, generally located at 275 SE Inner Loop, from the Agriculture (AG) and Industrial (IN) zoning districts to the General Commercial (C-3) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.
City of Georgetown, Texas  
City Council Regular Meeting  
October 13, 2020  

SUBJECT:  
Public Hearing and First Reading of an Ordinance of a Zoning Map Amendment to rezone approximately 1.0 acre out of the Woodruff Stubblefield Survey, Abstract No. 556, from the Agriculture (AG) zoning district to the Manufactured Housing (MH) zoning district for the property located at 4270 E. University -- Sofia Nelson, Planning Director  

ITEM SUMMARY:  
Overview of Applicant’s Request  
The property at 4270 University consists of approximately 11.57 acres. The applicant is seeking to rezone 1-acre of the property to be used as a private residence and the current zoning district (Agriculture) prohibits the use.  

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

Staff finds that the request complies with the UDC approval criteria for a zoning map amendment as the application is complete. The request does not require additional city services such as water, wastewater, electric and will not have an appreciable impact of the transportation network. The request provides low density residential development which is consistent with Neighborhood future land use density of less than 5 units per gross acre and is consistent with the surrounding low-density residential development.  

Planning and Zoning Commission:  
At the October 6, 2020 meeting, the Planning and Zoning Commission voted to recommend approval of the request to the City Council in a vote 6-0 in favor.  

Public Comment  
As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (14 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper August 30, 2020 and signs were posted on-site. To date, staff has received 3 written comments in favor, and 1 in opposition to the request (Exhibit 6).  

FINANCIAL IMPACT:  
None. The Applicant has paid the required application fees.  

SUBMITTED BY:  
Nat Waggoner, PMP, AICP  

ATTACHMENTS:  
Exhibit 1 – Location Map  
Exhibit 2 - Future Land Use and Thoroughfare Map  
Exhibit 3 – Zoning Map  
Exhibit 4 - Design and development standards of the MH District  
Exhibit 5 - Letter of Intent  
Exhibit 6 - Public Comment  
2020-14-REZ - P&Z Staff Report  
Ordinance w/Exhibits
Future Land Use/
Overall Transportation
Plan

2020-14-REZ
Exhibit #2

- Site
- Parcels
- City Limits
- Georgetown ETJ

Future Land Use
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

Thoroughfare
- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

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## Manufactured Housing (MH)

<table>
<thead>
<tr>
<th>District Development Standards</th>
<th>Specific Uses Allowed within the District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Size = 3,500 square feet/unit</td>
<td><strong>Allowed by Right</strong></td>
</tr>
<tr>
<td>Minimum Lot Width = 35 feet</td>
<td><strong>Subject to Limitations</strong></td>
</tr>
<tr>
<td>Minimum lot depth = 110 feet</td>
<td><strong>Special Use Permit (SUP) Required</strong></td>
</tr>
<tr>
<td>Minimum dwelling size = 900 feet</td>
<td>Manufactured Housing</td>
</tr>
<tr>
<td>Minimum area for manufactured housing subdivision (1 unit:1 lot) = 5,500 feet</td>
<td>Manufactured Housing Park</td>
</tr>
<tr>
<td>Minimum Area for Manufactured Housing Park = 2 acres</td>
<td>Utility Services, Minor</td>
</tr>
<tr>
<td>Bufferyard = 15 feet with plantings when non-residential develops; adjacent to residential</td>
<td></td>
</tr>
<tr>
<td>Front Setback = 20 feet (public street), 15 feet (private drive)</td>
<td></td>
</tr>
<tr>
<td>Interior Side Setback = 5.5 feet; 20 feet between buildings; 20 feet from zoning district line</td>
<td></td>
</tr>
<tr>
<td>Exterior Side Setback = 25 feet (public street); 15 feet (private drive)</td>
<td></td>
</tr>
<tr>
<td>Rear Setback = 7 feet, 20 feet from zoning district line</td>
<td></td>
</tr>
<tr>
<td>Street Facing Garage Setback = 25 feet</td>
<td></td>
</tr>
<tr>
<td>Home-Based Businesses</td>
<td></td>
</tr>
<tr>
<td>Day-Care, Family Home</td>
<td></td>
</tr>
<tr>
<td>Day-Care, Group</td>
<td></td>
</tr>
<tr>
<td>Neighborhood Amenity, Activity, or Public Park, Neighborhood</td>
<td></td>
</tr>
<tr>
<td>Utility Services, Intermediate</td>
<td></td>
</tr>
<tr>
<td>Wireless Transmission Facility, 40' or less</td>
<td></td>
</tr>
<tr>
<td>Halfway House</td>
<td></td>
</tr>
</tbody>
</table>
Dear Planning Staff,

Please accept this Letter of Intent as our request to rezone 1-acre from the current zoning of Agriculture (AG) to Manufactured Housing (MH), the property is located at 4270 University Ave., Georgetown, Texas, 78626.

Currently, this property is inside the City of Georgetown city limits and consists of a total of 11.57 acres. The proposed 1-acre MH zoning will be used as a single-family residence, while the remaining acreage will remain Agriculture. The property is located off of HWY 29 behind East View High School and the GISD Bus Barn. Please see Exhibit “A”.

The zoning is being requested as the property owner had already purchased a new Manufactured Home for the property and the current zoning AG does not allow for manufactured homes. Please note that we are only rezoning the 1-acre portion that will be for his homestead.

The rezoning of this property will promote health, safety and general welfare of the City and the safe, orderly, and healthful development of the City. The rezoning of this property is consistent with the City’s adopted long-range plan as it is identified as neighborhood and currently these properties are long time family owned properties and homesteads. The current and continued use, other than homestead is to allow for cattle grazing.

There are a few other items to note in your consideration for rezoning:

1. The total property is approximately 11.57-acres.
2. The legal frontage for the property is on Patriot Way, while legal address is on University Avenue.
3. The property is on private septic system.
4. The property is on private water well.
5. The proposed use for this 1-acre is for a single Manufactured Home for the owner.

The applicant reserves the right to pull this rezoning application from consideration at any time during the proceedings. With this signed petition for Rezoning, the landowner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown.

Signed this ______ day of _______, 2020
Signature: ___________________________________________
Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 4270 E. University

Project Case Number: 2020-14-REZ   P&Z Date: October 6, 2020   Case Manager: Nat Waggoner

Name of Respondent: Geary Meixsell and Jennifer Meixsell
(Please print name)

Signature of Respondent: [signature]
(Signature required for protest)

Address of Respondent: 1001 Patriot Way, Georgetown, TX 78626
(Address required for protest)

I am in FAVOR: [ ] V OBJECT: [ ]

Additional Comments:
The location map shows an area of greater than 1 acre and we object. It appears that this is a flag lot with access directly across from our property. Heavy trucks already use Patriot Way and Rocknee Road so if this access road also is used for heavy trucks you may as well remove our property commercial. If the City of Georgetown were to permit this one property to have a manufactured (mobile) home, what will stop you from allowing the whole property to become a manufactured (mobile) home park? Would any of you determining the outcome for allowing Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.

This want this near your own home?
Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 4270 E. University

Project Case Number: 2020-14-REZ    P&Z Date: October 6, 2020    Case Manager: Nat Waggoner

Name of Respondent: Virginia Krueger

(Please print name)

Signature of Respondent: Virginia Krueger

(Signature required for protest)

Address of Respondent: 551 Patriot Way, Georgetown 78626

(Address required for protest)

I am in FAVOR: [ ]   I OBJECT: [ ]

Additional Comments:

If this is for one house, I am not in favor of more than one Manufactured Home.

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.
Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 4270 E. University

Project Case Number: 2020-14-REZ  P&Z Date: October 6, 2020  Case Manager: Nat Waggoner

Name of Respondent: Wayne M. Gattis

(Signature required for protest)

Signature of Respondent: __________________________

(Please print name)

Address of Respondent: 980 Patriot Way, Georgetown, TX 78626

(Address required for protest)

I am in FAVOR: X  I OBJECT: __________________________

Additional Comments:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.
Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the - described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 4270 E. University

Project Case Number: 2020-14-REZ   P&Z Date: October 6, 2020   Case Manager: Nat Waggoner

Name of Respondent: Samuel W. Gattis

(Please print name)

Signature of Respondent: Samuel Gattis

(Signature required for protest)

Address of Respondent: 980 Patriot Way Georgetown TX 78626

(Address required for protest)

I am in FAVOR: x I OBJECT:

Additional Comments:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.
**Planning and Zoning Commission**  
**Planning Department Staff Report**

<table>
<thead>
<tr>
<th>Report Date:</th>
<th>October 2, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case No:</td>
<td>2020-14-REZ</td>
</tr>
<tr>
<td>Project Planner:</td>
<td>Nat Waggoner, PMP, AICP, Long Range Planning Manager</td>
</tr>
</tbody>
</table>

### Item Details

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Gattis Homestead Zoning Map Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location:</td>
<td>4270 E. University, within City Council district No. 7.</td>
</tr>
<tr>
<td>Total Acreage:</td>
<td>1.0 acre</td>
</tr>
<tr>
<td>Legal Description:</td>
<td>1.00 acre of land, situated in the Woodruff Stubblefield Survey, Abstract No. 556</td>
</tr>
<tr>
<td>Applicant:</td>
<td>2P Consultants, LLC, c/o Don Pool</td>
</tr>
<tr>
<td>Representative:</td>
<td>2P Consultants, LLC, c/o Don Pool</td>
</tr>
<tr>
<td>Property Owner:</td>
<td>Samuel Gattis</td>
</tr>
<tr>
<td>Request:</td>
<td>Zoning Map Amendment to rezone the subject property from the Agriculture (AG) zoning district to Manufactured Housing (MH) zoning district.</td>
</tr>
<tr>
<td>Case History:</td>
<td>This is the first public hearing of this request.</td>
</tr>
</tbody>
</table>

![Map](image)
Overview of Applicant’s Request

The property at 4270 University consists of approximately 11.57 acres and, according to the attached Letter of Intent, is intended to be used as private residence. According to the applicant, the owner of the northern tract intends to place a manufactured home on the property and the current zoning district (Agriculture) prohibits the use.

Site Information

Location:
The subject property is accessed from Patriot Way, approximately 1 mile north and east of SH-130 and 1 mile south of University Ave.

Physical and Natural Features:
The subject property is undeveloped with little change in elevation across the property with a portion of the tract within the FEMA Flood Zone A.

Future Land Use and Zoning Designations:
The property has a Future Land Use designation of Neighborhood (NH) and Open Space (OS). The property is zoned Agriculture (AG).

Surrounding Properties:
The areas surrounding the subject property to the west and south are zoned Agriculture and are primarily used for crop production and include, supporting low density homesteads. Properties to the east are outside of the city limits and are therefore not zoned. The uses to the east are also primarily used for agriculture production with accompanying low-density residential structures. Further east across Patriot Way are low density residential uses. Northeast of the property is East View High School, a 131 acres campus with athletic facilities, District bus operations facilities and student parking.

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

<table>
<thead>
<tr>
<th>DIRECTION</th>
<th>ZONING DISTRICT</th>
<th>FUTURE LAND USE</th>
<th>EXISTING USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Agriculture (AG)</td>
<td>Institutional (I)</td>
<td>Residential/AG</td>
</tr>
<tr>
<td>East</td>
<td>Agriculture (AG)</td>
<td>Rural Residential (RR)</td>
<td>Residential/AG</td>
</tr>
<tr>
<td>South</td>
<td>Agriculture (AG)</td>
<td>Open Space and Mixed Density Neighborhood (MXDN)</td>
<td>Residential/AG</td>
</tr>
<tr>
<td>West</td>
<td>Agriculture (AG)</td>
<td>Open Space (OS) and Neighborhood (NH)</td>
<td>Residential/AG</td>
</tr>
</tbody>
</table>
Property History:
2006
Annexed by Ordinance 2006-138 as part of a large area city-initiated annexation request. At time of annexation, it was zoned Agriculture (AG), which is the default initial zoning established upon annexation.

Comprehensive Plan Guidance

Future Land Use: Neighborhood character maintains a suburban atmosphere. Conservation subdivisions (also referred to as “clustering”) encourage the preservation of open space and environmentally sensitive areas. Development standards ensure adequate open space and efficient roadway and pedestrian connectivity to schools, neighborhood amenities and parks. Supporting nonresidential uses are similar in scale to the residential properties, include appropriate landscaping and buffering standards. Nonresidential uses are located along major thoroughfare bordering neighborhoods or on collector roads leading into neighborhoods.

Utilities
The property is located outside of the City of Georgetown water and electric service areas. The property is within the Oncor electric service area and the water service provider is Jonah Special Utility District. According to the applicant, the property is served by a private water well.
Transportation

The property is accessed from Patriot Way, currently constructed as a two-lane undivided road identified by the Overall Transportation Plan as a future major arterial road. Major arterials traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances. There are no sidewalks nor formal bike lanes along Patriot Way. The 2009 Parks Trails Master Plan (the “Plan”) does identify Patriot Way (CR104 in the Plan) as a “Potential Developer Trail Opportunity”.

Intergovernmental and Interdepartmental Review

The proposed request was reviewed by all applicable City Departments to primarily determine UDC approval criteria B (below). The granting of the request does not have a direct and immediate impact on the provision of Emergency Services (Police/Fire), Public Works (transportation) nor Systems Engineering (Utilities).

Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it [complies, partially complies, does not comply] with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined below:

<table>
<thead>
<tr>
<th>ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.</td>
<td>Complies</td>
</tr>
<tr>
<td>An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.</td>
<td></td>
</tr>
<tr>
<td>2. The zoning change is consistent with the Comprehensive Plan.</td>
<td>Partially Complies</td>
</tr>
<tr>
<td>This property is designated as Neighborhood Future Land Use, which is intended to support the residential single family (attached and detached), townhome and two-family zoning districts. The applicant is seeking a zoning designation of Manufactured Housing for approximately 1/10th of the property and the remainder to retain the current zoning designation of agriculture. The Neighborhood FLU designation is appropriate for the MH zoning district given the densities allowed by the MH zoning district. The MH zoning district requires manufactured housing parks to have a minimum lot size of 5,500 sq.ft., the same minimum size of lots required within a Residential Single-Family (RS) zoning district subdivision. The RS zoning district is appropriate in the Neighborhood FLU.</td>
<td></td>
</tr>
<tr>
<td>The intention of the applicant to limit the use of a portion of the property for their homestead (1 acre) and the remainder of the property to remain zoned agriculture provides a development pattern consistent with the Neighborhood Future Land Use density. Given the lack of density of this proposal</td>
<td></td>
</tr>
</tbody>
</table>
and the lack of impact it has on city services development, subsequent zoning changes, consistent with the Future Land Use Plan, will not be encumbered by this zoning request.

3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.  

| The use of this property as a homestead and the remaining acreage as undeveloped will not require additional city utilities and will not have an appreciable impact of the transportation network. The request to rezone 1 acre of the 11-acre property will not require or promote a development pattern in this area inconsistent with public safety, utility, transportation or land use planning. |

4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.  

| This request provides low density residential development which is consistent with Neighborhood future land use density of less than 5 units per gross acre and is consistent with the surrounding low-density residential development. The majority of this property, approximately 10 acres, will remain undeveloped and its use will not encumber future zoning requests or development patterns consistent with the Future Land Use Plan. |

5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.  

| This request supports the use of 1 acre of an 11-acre property for the use of a homestead. |

Staff finds that the request complies with the UDC approval criteria for a zoning map amendment as the application is complete. The request does not require additional city services such as public safety, water, wastewater, electric and will not have an appreciable impact on the transportation network. The request provides low density residential development which is consistent with Neighborhood future land use density of less than 5 units per gross acre and is consistent with the surrounding low-density residential development.

Meetings Schedule

10/6/2020 – Planning and Zoning Commission
10/13/2020 – City Council First Reading of the Ordinance
10/27/2020 – City Council Second Reading of the Ordinance

Public Notification

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (14 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper August 30, 2020 and signs were posted on-site. To date, staff has received 0 written comments in favor, and 1 in opposition to the request (Exhibit 6).

Attachments

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Design and development standards of the MH zoning district
Exhibit 5 – Letter of Intent
Exhibit 6 – Public Comment
An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 1.0 acres out of the Woodruff Stubblefield Survey, Abstract No. 556, generally located at 4270 E. University, from the Agriculture (AG) zoning district to the Manufactured Housing (MH) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12th day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"): 1.0 acres out of the Woodruff Stubblefield Survey, Abstract No. 556, generally located at 4270 E. University, as recorded in Document Number 2019078841 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City’s Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on October 6, 2020, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on October 13, 2020, held an additional public hearing prior to taking action on the requested rezoning of the Property.

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

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

Section 2. The Official Zoning Map, as well as the Zoning District classification(s) for the Property is hereby amended from the Agriculture Zoning District to the Manufactured Housing Zoning District, in accordance with the attached Exhibit A (Location Map) and Exhibit B (Legal Description) and incorporated herein by reference.

Ordinance Number: ________________  Case File Number: 2020-14-REZ
Description: 4270 University Ave (1-Acre)  Exhibits A-B Attached
Date Approved: 10/27/2020  Page 1 of 2
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, 2020.

APPROVED AND ADOPTED on Second Reading on the 27th day of October, 2020.

THE CITY OF GEORGETOWN: ATTEST:

______________________  _________________________
Dale Ross               Robyn Densmore,
Mayor                  City Secretary

APPROVED AS TO FORM:

______________________
Skye Masson
City Attorney
## Parcel Line Table

<table>
<thead>
<tr>
<th>Line</th>
<th>Direction</th>
<th>Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>L11</td>
<td>421' 27&quot; 54' W</td>
<td>30.00</td>
</tr>
<tr>
<td>L12</td>
<td>421' 27&quot; 54' E</td>
<td>30.00</td>
</tr>
<tr>
<td>L13</td>
<td>207' 06&quot; 28' W</td>
<td>20.32</td>
</tr>
<tr>
<td>L14</td>
<td>583' 23&quot; 17' W</td>
<td>275.47</td>
</tr>
<tr>
<td>L15</td>
<td>605' 30&quot; 29' W</td>
<td>14.28</td>
</tr>
<tr>
<td>L16</td>
<td>472' 31&quot; 37' E</td>
<td>31.63</td>
</tr>
<tr>
<td>L17</td>
<td>375' 30&quot; 58' E</td>
<td>62.89</td>
</tr>
<tr>
<td>L18</td>
<td>578' 54&quot; 45' W</td>
<td>47.12</td>
</tr>
<tr>
<td>L19</td>
<td>512' 27&quot; 13' W</td>
<td>52.46</td>
</tr>
<tr>
<td>L21</td>
<td>521' 27&quot; 54' E</td>
<td>324.88</td>
</tr>
<tr>
<td>L22</td>
<td>437' 37&quot; 00' E</td>
<td>165.18</td>
</tr>
<tr>
<td>L23</td>
<td>421' 27&quot; 54' E</td>
<td>324.85</td>
</tr>
<tr>
<td>L24</td>
<td>521' 41&quot; 00' E</td>
<td>24.47</td>
</tr>
<tr>
<td>L25</td>
<td>498' 27&quot; 43' E</td>
<td>5.00</td>
</tr>
<tr>
<td>L26</td>
<td>498' 30&quot; 35' E</td>
<td>30.00</td>
</tr>
</tbody>
</table>

**Legend**

- Legend entries provide the boundary conditions without the benefit of an insulated surface. Additional boundaries and conditions have not been anticipated or considered. The draft specifications and conditions are subject to changes at the owner's discretion. The owner must satisfy and verify all conditions before the completion of the project.
DESCRIPTION FOR: SAMUEL WAYNE GATTIS

BEING 1.00 acre of land, situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas, being a portion of land out of 11.587 acres, of record to Samuel Wayne Gattis, Document No. 2019078841, of the Official Public Records Williamson County, Texas (O.P.R.W.C.T.) The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½” iron pin found, at the Northeast corner of a 10.75 acre tract of record to Marcos A. Gonzalez, Document No. 2011011392 (O.P.R.W.C.T.), said point being an angle point in the West line of said 11.587 acre tract,

THENCE, over and across said 11.587 acres, (L 26) N 68°30'38" E, 30.00 feet, to a 1/2 inch capped iron pin found, marked "FOREST RPLS 1847", for an ell corner of said 11.587 acres,

THENCE, with the common line of said 11.587 acre tract and the remains of a 93.060 acre tract of record to Glenda Kay Raum Gattis, Exhibit “B” in Document No. 2012021515 (O.P.R.W.C.T), the following two (2) courses and distances:

1. (L 27) N 72°37'30" E, 165.16 feet, to a 1/2 inch capped iron pin found, marked " FOREST RPLS 1847", for the Northeast corner hereof,
2. S 59°03'28" E, 206.62 feet, to a point,

THENCE, over and across said 11.587 acres, S 68°28'36" W, 320.60 feet, to a point, for the Southwest corner hereof,

THENCE, with the common line of said 11.587 acre tract and said 10.75 acre tract, N 21°31'24" W, 175.81 feet, to the POINT OF BEGINNING, containing 1.000 acre, more or less.

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

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this, the 14 day of August 2020, A.D. File: Samuel Wayne Gattis 1.00 acre.doc

WM.F. FOREST JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847
Item Under Consideration

2020-14-REZ

- **Public hearing** and **first reading of an ordinance of a Zoning Map Amendment** to rezone approximately 1.0 acre out of the Woodruff Stubblefield Survey, Abstract No. 556, from the Agriculture (AG) zoning district to the Manufactured Housing (MH) zoning district for the property located at 4270 E. University (2020-14-REZ)
Neighborhood (NH)

• Suburban atmosphere encourages the preservation of open space and environmentally sensitive areas
• Adequate open spaces, roadways, and pedestrian connectivity to schools, parks, and other neighborhood amenities
• Commercial uses are located along major thoroughfares or collector roads, scaled similarly to adjacent residential uses.

**DUA:** \( \leq 5.0 \)

**Target Ratio:** 90% residential, 10% nonresidential

**Primary Use:** Traditional detached single-family homes

**Secondary Uses:** Limited neighborhood-serving retail, office, institutional, and civic uses
Manufactured Housing (MH)

- Low density
- Single family and two family
- Located on individual lots

Dimensional Standards

- Min. area for manufactured housing subdivision (1 unit:1 lot) = 5,500 ft.
- Min. lot size = 3,500 sq. ft.
- Min. lot width = 35’
- Min. dwelling size = 900’
- Max height = 2 stories
- Front setback = 20’
- Side setback (non-shared wall) = 25’
- Rear setback = 7’
- Side/rear street setback = 15’
## Approval Criteria – UDC Section 3.06.030

<table>
<thead>
<tr>
<th>Criteria for Rezoning</th>
<th>Complies</th>
<th>Partly Complies</th>
<th>Does Not Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The zoning change is consistent with the Comprehensive Plan;</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Approval Criteria – UDC Section 3.06.030

<table>
<thead>
<tr>
<th>Criteria for Rezoning</th>
<th>Complies</th>
<th>Partially Complies</th>
<th>Does Not Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.</td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
Planning & Zoning Commission Action

• At their October 6, 2020 meeting, the Planning & Zoning Commission recommended **Approval** of the request (6-0).
Summary

• Public hearing and 1st reading of a Zoning Map Amendment to rezone approximately 1.0 acre out of the Woodruff Stubblefield Survey, Abstract No. 556, from the Agriculture (AG) zoning district to the Manufactured Housing (MH) zoning district for the property located at 4270 E. University (2020-14-REZ)
First Reading of an Ordinance

• An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 1.0 acres out of the Woodruff Stubblefield Survey, Abstract No. 556, generally located at 4270 E. University, from the Agriculture (AG) zoning district to the Manufactured Housing (MH) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.
SUBJECT:
Public Hearing and First Reading of an Ordinance for the voluntary annexation of an approximate 25.435-acre tract of land out of the Frederick Foy Survey, Abstract No. 229, the same being the Sun City Georgetown Neighborhood Ten-E Subdivision, and a 0.402 acre portion of CR 245, a right-of-way of varying width of record described to Williamson County, with an initial zoning designation of Planned Unit Development (PUD) with a base district of Residential Single-Family (RS), for the property generally located at 700 CR 245 -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:
Overview of Applicant’s Request:
The applicant is requesting annexation for a 25.435-acre tract generally located at 700 CR 245 and a 0.402 acre portion of CR 245, a right-of-way described to Williamson County. This request includes a request for initial zoning of Planned Unit Development (PUD) district to allow for this property to be developed as an extension of the existing Sun City Texas Somerset PUD. According to the Applicant’s Letter of Intent, attached as Exhibit 6, the subject tract will offer additional recreational opportunities to current and future residents of Sun City Texas while also providing a few more acres of residential homesites via this PUD.

Staff’s Analysis:
Staff has reviewed the Zoning Map Amendment request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request meets 5 of the 5 the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment and 5 of the 6 criteria for established in UDC Section 3.06.040 for a Planned Unit Development, as outlined in the attached Staff Report.

Public Comments:
As required by the Unified Development Code (UDC), all property owners within 200 feet of the subject property were notified of the request (7 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (August 30, 2020) and signs were posted on-site. As of the publication date of this report, staff has received no written comments in favor or in opposition of the request.

Planning and Zoning Commission Recommendation:
At their September 15, 2020 meeting, the Planning and Zoning Commission recommended approval (7-0) of the Zoning Map Amendment request.

Meeting Schedule:
• 8/18/2020 – City Council Approves Municipal Services Agreement - COMPLETED
• 9/15/2020 - P&Z Public Hearing & Recommendation on Initial Zoning - COMPLETED
• 10/13/2020 – City Council Public Hearing and First Reading of Ordinance - TONIGHT
• 10/27/2020 – 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:
2020-9-ANX - P&Z Staff Report
Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Design and development standards of the RS zoning district
Exhibit 5 – PUD Document
Exhibit 6 – Letter of Intent
Ordinance with Exhibits
Presentation
# Planning and Zoning Commission
## Planning Department Staff Report

**Report Date:** September 11, 2020  
**Case No:** 2020-9-ANX  
**Project Planner:** Ethan Harwell, Senior Planner

### Item Details

<table>
<thead>
<tr>
<th><strong>Project Name</strong></th>
<th>Sun City, RV Tract Planned Unit Development (PUD)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Location</strong></td>
<td>700 County Road 245, adjacent to City Council district No. 3.</td>
</tr>
<tr>
<td><strong>Total Acreage</strong></td>
<td>25.435 acres</td>
</tr>
<tr>
<td><strong>Legal Description</strong></td>
<td>Sun City Georgetown Neighborhood Ten-E Subdivision, the same being, 25.435 acres in the Frederick Foy Survey, Abstract No. 229</td>
</tr>
</tbody>
</table>

**Applicant:** SEC Planning, LLC c/o Peter Verdicchio  
**Property Owner:** Pulte Homes of Texas, LP, c/o Stephen Ashlock

**Request:** Zoning Map Amendment to zone upon annexation, the subject property to Planned Unit Development (PUD) with a base district of Residential Single (RS).

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

---

**Location**  
2020-9-ANX  
Exhibit #1
Overview of Applicant’s Request

The applicant is requesting to zone the property with a Planned Unit Development (PUD) district to allow for this property to be developed as an extension of the existing Sun City Texas Somerset PUD. According to the Applicant’s Letter of Intent, attached as Exhibit 6, the subject tract will offer additional recreational opportunities to current and future residents of Sun City Texas while also providing a few more acres of residential homesites via this PUD.

Site Information

Location:
The subject property is generally located along CR 245 between Ronal Reagan Boulevard and Williams Drive.

Physical and Natural Features:
The subject property is undeveloped, generally slopes to the east toward Cowan Creek at the rear of the property. There is limited tree cover.

Future Land Use and Zoning Designations:
The subject property has a Mixed Density Neighborhood Future Land Use designation and is currently in the Extraterritorial Jurisdiction.

Surrounding Properties:
Adjacent properties to the north and south support low density residential uses. Portions of the Sun City master development are located to the east and south. Highland Village and Tres Tierras residential neighborhoods are under development on the west side of CR 245.

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

<table>
<thead>
<tr>
<th>DIRECTION</th>
<th>ZONING DISTRICT</th>
<th>FUTURE LAND USE</th>
<th>EXISTING USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>ETJ</td>
<td>Mixed Density Neighborhood</td>
<td>Rural Residential</td>
</tr>
<tr>
<td>South</td>
<td>ETJ</td>
<td>Neighborhood</td>
<td>Rural Residential</td>
</tr>
<tr>
<td>West</td>
<td>Residential Single Family (RS)/ETJ</td>
<td>Mixed Density Neighborhood</td>
<td>Single-Family Residential</td>
</tr>
</tbody>
</table>
Property History:
This is the first entitlement request for the subject property. The subject property was platted in 1998 and subsequently used as an RV storage facility.

Comprehensive Plan Guidance

Future Land Use Map:
The areas designated as Mixed Density Neighborhood are meant to provide more of a variety of housing types within a traditional neighborhood. Housing types such as duplex, townhomes, or even a moderate density multi-family use may be appropriate within these neighborhoods if they are compatible with the primary use of single-family homes. Compatibility between the multiple housing types may be achieved with development standards such as lot size, setbacks, and building design. Use of these housing types as transitional uses with adjacent commercial and high density multi-family uses is encouraged. Neighborhoods in the Mixed Density Neighborhood Designation should have strong pedestrian connections to neighborhood serving commercial uses to encourage walkable neighborhoods.

Utilities
The subject property is located within the City’s service area for water and wastewater. Additionally, it is located within the Pedernales Electric Cooperative (PEC) service area for electric. It is anticipated that there is adequate water and wastewater capacity to serve the subject property at this time. A Utility...
Evaluation may be required at time of Subdivision Plat to determine capacity and any necessary utility improvements.

**Transportation**

The subject property is served by County Road (CR) 245, described by the Overall Transportation Plan (OTP) as a Major Collector road. These streets are intended to balance traffic between arterial streets and local streets. These streets tend to carry a high volume of traffic over shorter distances, providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system.

CR 245 connects to Ronald Reagan and Williams Drive, both Major Arterials in the OTP. Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

The property is not served by the City’s fixed route transit system GoGeo, nor the Bike Master Plan.

A Traffic Impact Analysis (TIA) will be required at time of Site Development Plan for any development that generates more than two thousand (2,000) average daily trips based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.

**Proposed Zoning district**

The purpose of this PUD is to develop 25.837 acres in a way that compliments the Somerset PUD; using approved terms of the adjacent Somerset PUD to create cohesion between different phases of the overall Sun City development.

The uses allowed within the Sun City Texas, RV Tract PUD shall comply with the list of allowed and prohibited uses defined in the UDC Zoning Use Table 5.02.010 for the Residential Single-Family (RS) base district. The development will include an approximately 14.8 acre amenity center site which may include any of the following uses:

- Amenity Facilities
- Private Parks
- School, College or University (restricted to Amenity Center Tract)
- Civic Uses
- Theater, Performing Arts
- The amenity center site will also include a min. 10-foot wide golf cart path connection over Cowan Creek into the main body of Sun City.

The number of dwelling units in the residential portion of the site shall not exceed 50. These units can be developed in any of the forms below.

- Single-family, detached
- Single-family, attached
- Townhome
Below is a summary of the residential design standards, which can be found in their entirety in Table F.1 of the overall development plan, Exhibit 5.

<table>
<thead>
<tr>
<th>RESIDENTIAL USES</th>
<th>DETACHED</th>
<th>ATTACHED Townhome</th>
</tr>
</thead>
<tbody>
<tr>
<td>Impervious Cover* (maximum)</td>
<td>65%</td>
<td>75%</td>
</tr>
<tr>
<td>Lot Width** (minimum)</td>
<td>40 ft</td>
<td>20 ft</td>
</tr>
<tr>
<td>Front Setback (minimum)</td>
<td>20 ft</td>
<td>20 ft</td>
</tr>
<tr>
<td>Side Setback (minimum)</td>
<td>6 ft</td>
<td>0 ft ***</td>
</tr>
<tr>
<td>Corner Setback (minimum)</td>
<td>15 ft</td>
<td>10 ft</td>
</tr>
<tr>
<td>Rear Setback**** (minimum)</td>
<td>20 ft</td>
<td>10 ft</td>
</tr>
<tr>
<td>Building Height (maximum)</td>
<td>35 ft</td>
<td>45 ft</td>
</tr>
<tr>
<td>Lot Area (minimum)</td>
<td>4,800 s.f.</td>
<td>2,000 s.f.</td>
</tr>
<tr>
<td>Units per structure (max.)</td>
<td>--</td>
<td>Townhome: 6</td>
</tr>
</tbody>
</table>

### Intergovernmental and Interdepartmental Review

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

### Approval Criteria

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

<table>
<thead>
<tr>
<th>ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA</th>
<th>Complies</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.</td>
<td>Complies</td>
</tr>
<tr>
<td>An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.</td>
<td>Complies</td>
</tr>
<tr>
<td>2. The zoning change is consistent with the Comprehensive Plan.</td>
<td>Complies</td>
</tr>
<tr>
<td>The proposed PUD and base zoning is consistent with the Future Land Use designation of Mixed Density Neighborhood (MDN). The MDN designation encourages a variety of housing types in a wide range of densities like the proposed PUD provides. The MDN designation also encourages well integrated amenities and recreational areas as integrated in the proposed PUD.</td>
<td>Complies</td>
</tr>
<tr>
<td>3. The zoning change promotes the health, safety or general welfare of the</td>
<td>Complies</td>
</tr>
</tbody>
</table>
The zoning change promotes the safe and orderly development of the city by planning for the appropriate connections to adjacent properties, planning for an appropriate land use configuration, and coordinating with existing developments.

4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

All of the development in the general vicinity of the subject property is entitled for single-family residential development as proposed in this PUD.

5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

The subject property poses no significant obstacles to development of an amenity center or single-family homes. The property is bordered by Cowan Creek and its floodplain, but this is taken into account in the concept plan and the placement of neighborhood amenities near this area rather than single-family homes.

In addition to the rezoning criteria above, staff has reviewed the request and determined that the proposed request complies the criteria and objectives established in UDC Section 3.06.040 for a Planned Unit Development (PUD), as outlined below:

<table>
<thead>
<tr>
<th>PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.</td>
</tr>
<tr>
<td>Complies</td>
</tr>
<tr>
<td>The proposed PUD facilitates an expansion of the Sun City Texas master planned community. The extra space provided for an amenity center increases recreational opportunities within Sun City Texas. The proposed PUD also allows for a variety of housing types creating the opportunity to diversify the housing product offered in the area.</td>
</tr>
</tbody>
</table>

| 2. An orderly and creative arrangement of all land uses with respect to each other and to the entire community. |
| Complies |
| The proposed land plan generally divides the developed area of the PUD into either a residential area or an amenity center area. The amenity center area stretches from the CR 245 frontage to the back of the property bordering the floodplain and creeks. The residential area sits along the south side of the property to be integrated into future residential development expected to the south. |

| 3. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways. |
| Complies |
| The proposed PUD plans for vehicular, pedestrian, and golf cart traffic within this neighborhood. Especially important is the golf cart path connection over Cowan Creek, which provides internal |
In general, the proposed PUD provides for a logical, expansion of an existing master planned development that is consistent with development patterns and the 2030 Plan vision in the area.

### Meetings Schedule

- September 15, 2020 – Planning and Zoning Commission
- October 13, 2020 – City Council First Reading of the Ordinance
- October 27, 2020 – City Council Second Reading of the Ordinance

### Public Notification

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (7 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (August 30, 2020) and signs were posted on-site. To date, staff has received no written comments in favor or in opposition to the request.

### Attachments

- Exhibit 1 – Location Map
- Exhibit 2 – Future Land Use Map
- Exhibit 3 – Zoning Map
- Exhibit 4 – Design and development standards of the RS zoning district
- Exhibit 5 – PUD Document
- Exhibit 6 – Letter of Intent
<table>
<thead>
<tr>
<th>District Development Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Size = 5,500 square feet</td>
</tr>
<tr>
<td>Minimum Lot Width = 45 feet</td>
</tr>
<tr>
<td>Corner Lot Width = 55 feet</td>
</tr>
<tr>
<td>Maximum Building Height = 35 feet</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Bufferyard = 10 feet with plantings when non-residential develops adjacent to residential</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Specific Uses Allowed within the District</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Allowed by Right</strong></td>
</tr>
<tr>
<td>Group Home (&lt;7 residents)</td>
</tr>
<tr>
<td>Single-family Detached</td>
</tr>
<tr>
<td>Utilities (Minor)</td>
</tr>
<tr>
<td></td>
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<td></td>
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<td></td>
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</table>
Sun City Texas, RV Tract

City of Georgetown, Texas
PUD Planned Unit Development
Development Plan

Date: September 10, 2020

Applicant: Del Webb Texas Limited Partnership
9401 Amberglen Blvd.
Building 1, Suite 150
Austin, Texas 78729

Prepared by: SEC Planning
4201 W. Parmer Lane
Building A, Suite 220
Austin, Texas 78727
512.246.7003
A. **Purpose and Intent**

The Sun City Texas, RV Tract PUD is composed of approximately 25.837 acres, as described in Exhibit B, **Field Notes**. The PUD is bound by County Road 245, Sun City Texas and two residential acreage tracts.

The development of this property is planned as a high quality, residential community with complementary recreational opportunities. The design vision is centered upon creating a seamless expansion of the existing and adjoining Sun City Texas. The community has been designed with the same, or similar design standards incorporated in Sun City Texas. The community will also include an Amenity Center tract to provide recreational opportunities for residents.

The contents of this PUD further explain and illustrate the overall appearance and function desired for the community. Consistent with Sun City Texas, the community will be designed, organized and managed within the same age restricted requirements. As such, some of the principles and design ideas differ from conventional suburban development. Therefore, several modifications to the Georgetown Unified Development Code (UDC) will be necessary to implement the community vision.

A Land Use Plan has been attached to this PUD, **Exhibit C**, to illustrate the design intent for the property. The Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The Land Use Plan depicts residential products, open space areas and non-residential uses which are contemplated within the community.

B. **Applicability and Base Zoning**

All aspects regarding the development of this PUD shall comply with the Georgetown UDC, the Water Quality Management Plan Ordinance and the Water Utility Ordinance except as established in this exhibit, titled **Exhibit A**. Amendments or ordinances adopted after the date of this PUD shall apply to the development.

For the purpose of complying with the UDC requirement of selecting a base zoning district, RS has been selected for all components of the Project.

This PUD allows the flexibility to mix various residential land uses and define boundaries during the platting process. Each plat or site plan submitted to the City will identify the use at the time of submittal to the City. All neighborhoods within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Georgetown UDC and other Ordinances noted above shall apply. In the event of a conflict between this PUD and the base zoning districts, this PUD shall control.
C. **Land Use Plan**

**Exhibit C** attached is a conceptual land use plan intended to visually convey the design intent for the Sun City Texas, RV Tract community. The design of the community is not final and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

The residential component of the project may contain a mix of various single family detached products as well as attached product offerings such as townhomes. Additionally, Sun City Texas, RV Tract will include a cohesive network of open spaces including parks, water quality areas and trail corridors. The open space and trails system combined with the sidewalk network will be critical in establishing a walkable, inviting community.

D. **Allowable Uses**

The uses allowed within the Sun City Texas, RV Tract PUD shall comply with the list of allowed and prohibited uses defined in the UDC Zoning Use Table 5.02.010 for the RS base district, with the addition of the following uses and any other uses described in this PUD:

- Amenity Facilities
- Private Parks
- School, College or University (restricted to Amenity Center Tract)
- Civic Uses
- Theater, Performing Arts
- Single Family, Detached
- Townhouse

Land uses outlined above will be developed in compliance with UDC rules and regulations unless design standards for said land uses are established within this PUD.

E. **Impervious Cover**

The Sun City Texas, RV Tract site is located over the Edwards Aquifer. Per UDC Section 11.02, the impervious cover limit for residential land over the Edwards Aquifer is 45 percent (45%).

The maximum impervious cover established within the overall Sun City Texas, RV Tract community will be lower than the UDC allowable maximum. The overall community impervious cover will be set at a maximum of 40 percent (40%). The calculation of the impervious cover shall be measured as a whole based upon the entire property. Table F.1, Residential Development Standards, within this PUD, establishes impervious cover limits on a per residential lot basis. Those maximum per residential lot limits will be used to create an impervious cover table for each submitted plat within the PUD. The table shall also list the cumulative tabulation of the community impervious cover based upon the total gross acreage of the site.
F. Residential Lot Design Standards

Sun City Texas, RV Tract may include a variety of residential product types and sizes from detached single family homes to townhomes. Detailed design standards are included within this PUD, Table F.1, Residential Development Standards, based upon the type of residential product.

To ensure a variety and mix of residential product types within Sun City Texas, RV Tract, the following standards have been established:

1. Maximum Residential Units

Per the Approved Comprehensive Plan, the property is identified as Mixed Density Residential accommodating a medium density neighborhood. The development of this PUD the community will be low, set at 2.0 dwelling units per gross acre. This established density is consistent with the development density of Sun City Texas. The requested residential total will not exceed fifty (50) units.

2. The Sun City Texas, RV Tract residential development will comply with the development standards set forth in Table F.1, Residential Development Standards.

<table>
<thead>
<tr>
<th>Table F.1 – Residential Development Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RESIDENTIAL USES</strong></td>
</tr>
<tr>
<td>Impervious Cover* (maximum)</td>
</tr>
<tr>
<td>Lot Width** (minimum)</td>
</tr>
<tr>
<td>Front Setback (minimum)</td>
</tr>
<tr>
<td>Side Setback (minimum)</td>
</tr>
<tr>
<td>Corner Setback (minimum)</td>
</tr>
<tr>
<td>Rear Setback**** (minimum)</td>
</tr>
<tr>
<td>Building Height (maximum)</td>
</tr>
<tr>
<td>Lot Area (minimum)</td>
</tr>
<tr>
<td>Units per structure (max.)</td>
</tr>
</tbody>
</table>

* Forty percent (40%) maximum impervious cover in overall development.
** Flag lots are allowed within the PUD. Flag lots shall be a minimum 20 feet (20’) wide measured at the right-of-way. For those flag lots measuring less than 40 feet (40’) wide at front setback, Applicant will submit a footprint test at the time of preliminary plat submittal proving such lots accommodate house product.
*** Minimum ten feet (10’) between buildings.
**** Non-enclosed patio covers are allowed within ten feet (10’) of rear lot line on detached lots.
G. **Residential Design Standards**

As noted in Section A. **Purpose and Intent**, the community will be developed as an extension of Sun City Texas. The Applicant, through market research and national surveys, has an extensive understanding of home buyer design preferences within this market segment. This data results in the home offerings within the community. Modifying the tested elevation offering will impact the appeal of the community to this specific market segment.

In order to maintain a comprehensive complementary architectural style consistent with Sun City Texas, **UDC Section 6.03.050C.1 - Similarity Restrictions** shall be waived in its entirety. Specifically, **Paragraph B - Differences in Appearance** and **Paragraph C - Differentiation** of **UDC Section 6.03.050C.1 – Similarity Restrictions** shall not apply to residential dwellings within the PUD.

H. **Residential Flag Lots**

Flag lots are allowed within the PUD. Flag lots shall be a minimum 20 feet (20’) wide measured at the right-of-way. For those flag lots measuring less than 40 feet (40’) wide at front setback, Applicant will submit a footprint test at the time of preliminary plat submittal proving such lots accommodate house product.

Additionally, all portions of the residential unit placed on the flag lot shall be located within 150 feet (150’) of a public right-of-way with fire service.

I. **Amenity Center Design Standards**

As depicted on **Exhibit C**, one (1) Amenity Center campus is located within the community. Following is a summary of standard for the campus.

1. **Allowable Uses**

   The Amenity Center campus may include the following uses:

   * Multi-use Building
     * Indoor walking track
     * Fitness and aerobics rooms
     * Meeting space(s)
     * Locker rooms with showers
     * Indoor swimming pool(s)
     * Limited use kitchen
     * Storage space(s)
     * Restrooms
     * Office(s) for community association use
     * Educational rooms
     * Performing arts
- Pavilion
  - Bathrooms
  - Enclosed storage area(s)
  - Limited use kitchen
- Educational building
  - Educational classrooms and associated facilities
- Theater Building
- Outdoor Sports Facilities
  - Tennis (lighted and non-lighted)
  - Pickleball (lighted and non-lighted)
  - Bocce ball
  - Horseshoes
  - Softball (lighted and non-lighted)
- Outdoor Swimming Pool(s)
- Enclosed Swimming Pool(s)
- Outdoor Walking Trails
- Dog Park
- Parking associated with the uses outlined above

* A temporary Certificate of Occupancy will be required, conditioned upon final building approval.

2. **Lot Configuration and Building Setbacks**

The Amenity Center will be designed with the following building setbacks:

- Front 25 feet (25’)
- Rear 10 feet (10’)*
- Side 10 feet (10’)*

* Rear and side yard setbacks shall be increased to 25 feet (25’) if located immediately adjacent to residential lots.

Circulation and parking design may encroach within the 25 feet (25’) front yard setback. In such instances, a minimum ten feet (10’) landscape buffer will be established between the parking lot and public right-of-way and comply with Section 1.5, Parking Lot Screening Requirements (below) of this PUD.
3. **Non-Residential Fire Flow**

A fire flow of 1,500 gpm (gallons per minute) will be provided for the Amenity Center and all other buildable areas.

4. **Parking Requirements**

The Applicant has established parking requirements based on existing Sun City amenity center development standards used throughout the nation. In alignment with those standards, the Sun City Texas, RV Tract Amenity Center will comply with Table I.1, Parking Ratios in this PUD.

The standard parking space shall be sized 10 feet (10') wide by 18 feet (18') long. The Applicant may reduce the spaces to the UDC standard of nine feet (9') wide by 18 feet (18') long at a later date to increase the provided parking. This would be accomplished by re-striping parking facilities.

**Table I.1 - Parking Ratios**

<table>
<thead>
<tr>
<th>SPECIFIC USE</th>
<th>GENERAL REQUIREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amenity Building and Pools</td>
<td>1 space per 275 s.f. of GFA</td>
</tr>
<tr>
<td>Outdoor Pavilion</td>
<td>1 space per 500 s.f. of GFA</td>
</tr>
<tr>
<td>Sports Courts</td>
<td>2 per court</td>
</tr>
</tbody>
</table>

(GFA - Gross Floor Area)

5. **Parking Lot Screening Requirements**

It is the design intent to reduce the visual impact of parking areas from public right-of-ways. Therefore, screening will be incorporated into the landscape design, maintained at least 36 inches (36”) in height, and be achieved through one of the following methods:

- Planting screens (hedge)
- Masonry walls
- Berming in naturalistic forms
- Or a combination of any of the above along with trees

Live screening shall be capable of providing a solid 36-inch (36”) screen within two (2) years, as determined by a landscape architect or other licensed professional. The hedge calculation shall be one (1) evergreen shrub per three (3) linear feet for parking frontage to be screened. In an effort to create naturalistic plant massing, screening shall be offset at least six feet (6’) every 60 linear feet.

6. **Parking Lot Landscaping Requirements**

The development of the Amenity Center will achieve a landscape feel consistent with the built amenity areas within Sun City Texas. In order to achieve this goal and create a
campus like setting, parking within the PUD will be landscaped to the following standards:

- **Parking Lot Landscape Calculation**
  
  a) The parking lot landscape area requirements are based on the percentage of required parking located between the building façade and the street right-of-way. For the purpose of this PUD, 18 square feet of landscaping is required per parking stall.
  
  b) Internal Parking Lot Landscaping - Two (2) trees and four (4) shrubs shall be planted for each 600 square feet of required landscape area.

- **Location**
  
  All new trees within a parking lot shall be planted in a pervious area of at least 100 square feet and have a minimum interior dimension of 8.5 feet (8.5) wide. However, up to 20 percent (20%) of the required trees may be planted in islands of at least 25 square feet and have a minimum interior dimension of five feet (5').

- **Shading**
  
  Trees shall be planted throughout parking lots so that no portion of the lot is more than 64 feet (64') away from the trunk of a tree unless otherwise approved by the Director.

7. **Buffer Yard Requirements**

   Due to the Amenity Centers’ role as center focal points highlighting the recreational opportunities in the community, no buffer yard shall be required at the Amenity Center facility.

8. **Waste Containers**

   It is the Applicant’s intent to fully screen waste container components from public view to provide the necessary operational item without compromising views or the experience.

   All mechanical equipment, waste containers, outside storage, and loading docks must be screened from public rights-of-ways using one of the following methods:

   - An evergreen hedge maintained at least 36 inches (36”) in height
   - A solid wall at or taller than the required screened element
   - Or a combination of both of the above methods.

   Live screening shall be capable of providing a solid 36-inch (36”) screen within two years, as determined by a landscape architect or other licensed professional. The hedge calculation is one (1) evergreen shrub per three (3) linear feet.
9. **Impervious Cover**

As established in Section E, Impervious Cover (above) of this PUD, the overall impervious cover will be 40 percent (40%) for the community. Specific to the Amenity Centers, the impervious cover limit for the tract shall be 60 percent (60%). The calculation of the impervious cover shall be measured based on the land area defined by the legal description, at time of plat. An update to the overall community impervious cover cumulative tabulation will be provided at a time of plat submittal.

10. **Architectural Criteria**

Once the design of the building structure(s) within the development is refined and finalized, a comprehensive architectural theme will be developed which will specify the architectural style, materials and colors. The theme will be consistent with, and compliment the established theme within the Sun City Texas Master Planned Community. In order to convey the architectural theme, items such as architectural elevations, material sample boards and color samples may be submitted to the City for review at the time of site planning review.

11. **Building Mass, Articulation, and Building Elements**

In order to provide a look and feel consistent with the existing Sun City Texas community, the following building techniques shall be applicable at time of Site Plan review:

- **Building Articulation** - Building frontage greater than 100 feet (100’) in length shall have offsets, stepped back heights and roofs with regular width or varied wall surfaces.

- **Roof Types** - Mansard roofs and canopies without a minimum vertical distance of six to eight feet and at an angle not less than 25 degrees, and not greater than 70 degrees.

Accessory buildings within the Amenity Center are not subject to review and compliance with building mass, articulation, building element requirements. However, building foundations will comply with City requirements.

J. **Parkland/Open Space**

Parkland Dedication and Development requirements will be satisfied by payment of the parkland Dedication Fee and Parkland Development Fee in-lieu of land dedication or development. Fees shall be assessed as in effect on the effective date of this PUD.

Lastly, as the Applicant will be building an Amenity Center outlined in Section I of this PUD for the enjoyment of all residents (single family, attached and multi-family) within the PUD (and existing Sun City Texas boundary), UDC Section 6.06.020, Common Amenity Area, shall be waived within this PUD. All residents residing in residential units within the PUD will be members of the Sun City Community Association.
K. Pedestrian Circulation

A five feet (5’) wide sidewalk will be built along both sides of all residential local streets as illustrated on Figure L.1 Residential Local Street.

L. Vehicular Circulation

1. Roadway Types

The Sun City Texas, RV Tract vehicular circulation pattern will provide access to all parts of the property from County Road 245. The following roadway alternative shall be used within the PUD:

- Residential Local Street (50 feet (50’) Right-of-Way) (see Figure L.1)

**Figure L.1 - Residential Local Street (50’)**

Note: All local residential streets will be constructed with roll-over curbs.
2. **Miscellaneous Roadway Design Standards**

The roadway network within Sun City Texas, RV Tract shall comply with the Georgetown Overall Transportation Plan (OTP), UDC roadway standards and the Water Quality Management Plan with the following miscellaneous exceptions. Other UDC specific roadway modifications are outlined below in Section M of this PUD.

- Residential Local Streets shall be 28 feet (28’) wide paved (measured face of curb) with parking allowed on one side sides of such streets. A sign will be placed at all entries into each residential neighborhood stating parking is restricted to one (1) side of the street. Final sign language to be determined and agreed to by the City and Applicant prior to installation.

3. **Cul-de-sac length**

Cul-de-sac maximum length shall not exceed 800 feet (800’) measured from center of turnaround to centerline of connecting road. Average daily trip limitation shall be waived. A maximum 30 units shall be serviced from each cul-de-sac.

The City approves cul-de-sac lengths that exceed the criteria for cul-de-sac lengths stated above when the land serviced by the cul-de-sac is restricted by creeks, natural drainageways, buffer zones and external property boundaries.

4. **Horizontal Curve**

Table L.1 outlines the minimum horizontal curve radius for each roadway classification within the PUD.

### Table L.1 – Minimum Horizontal Curve

<table>
<thead>
<tr>
<th>Design Standard</th>
<th>Horizontal Curve (minimum ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Residential</td>
<td>250 ft.</td>
</tr>
</tbody>
</table>

5. **Block Length**

Block length shall not exceed 1,200 feet (1,200’). Block lengths shall be ended by only the intersection of a public street, except where there is no public street intersection due to the presence of parks, open space or other similar uses with a minimum 50 feet (50’) of street frontage on the relevant park.

6. **Traffic Impact Analysis**

UDC Section 12.05.030 outlines the requirements for a Traffic Impact Analysis (TIA) by an Applicant. Consistent with the UDC, the Applicant will conduct and submit a TIA to the City during the revision of the first submitted subdivision application. The City shall approve the TIA prior to, or at the time of the subdivision consideration by the City.
Once approved, the TIA will remain applicable to the Project so long as land uses remain consistent within this PUD. In the event of major revisions to the PUD, the applicant may be required to submit an updated TIA.

M. **Driveways**

Residential driveway spacing must be a minimum 40 feet (40’) from the corner of a Local Residential Street as measured from the edge of driveway to the curb radius return on the adjoining street.

Residential driveway spacing must be a minimum 50 feet (50’) from the corner of an arterial or collector roadway as measured from the edge of driveway to the curb radius return on the adjoining street.

N. **Golf Cart Path**

In an effort to provide connectivity between this PUD area and the Sun City Texas, Somerset PUD area, a golf cart path shall be constructed between the two properties. The golf cart shall be a minimum ten feet (10’) wide with a low water crossing of Cowan Creek. The alignment and construction standards for the golf cart path shall be finalized and included within the Amenity Center Campus site plan submittal packet.

O. **Street Lights**

In an effort to maintain the dark sky program established in Sun City Texas, street lights will be installed along arterials and collectors, placed at 300 feet (300’) intervals. Within residential neighborhoods, street lights will be installed at all intersections and at the end of cul-de-sacs over 500 feet in length.

P. **Signage**

The control and placement of all signs is especially important to the aesthetic harmony of Sun City Texas, RV Tract. A critical component of a cohesive community is the sense of place and identity.

In compliance with UDC Section 10.01.050, Master Sign Plan, a sign plan has been prepared as a component of the Sun City Texas, RV Tract PUD. **Exhibit D, Master Signage Plan**, identifies the primary sign components. Approval of this PUD is intended to permit the number and locations for the community signs as indicated and allow a consistent signage package within the community.

Approval of the Sun City Texas, RV Tract PUD shall permit signage at the indicated locations on **Exhibit D**, however shall not be interpreted as approval of a sign permit. Each proposed sign within this PUD must be submitted to the inspection department for review and permit.
The Sun City Texas, RV Tract Master Sign Plan shall include the following signs. The sign face area, sizes and quantities of signs shall be governed by the standards identified on Exhibit D and Exhibits D-1 through D-3.

1. **Boundary Marker**
   The community sign category includes one (1) community entry sign placed at the major community entrance County Road 245.

2. **Neighborhood Signs**
   One (1) neighborhood sign will be located at the entrance into the residential neighborhood.

3. **Facility Signs**
   One (1) facility sign will be located within the community at the entrance into the Amenity Center.

4. **Traffic Control Devices**
   All traffic control devices shall be installed and conform with the *Texas Manual on Uniform Traffic Control Devices*, current edition at the time of installation.
Exhibit B

Field Notes

METES AND BOUNDS DESCRIPTION
25.837 ACRES
FREDERICK FOY SURVEY, ABSTRACT NO. 229
WILLIAMSON COUNTY, TEXAS

BEING 25.837 ACRES (1,125,471 SQUARE FEET) OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE SAME TRACT AS SHOWN ON THE FINAL PLAT OF PLANNED UNIT DEVELOPMENT OF SUN CITY GEORGETOWN, NEIGHBORHOOD TEN-E, ASRecorded in Cabinet Q, Slides 258 Through 260, Plat Records of Williamson County, Texas (P.R.W.C.T.) and referenced in Special Warranty Deed to Somerset Hills, Ltd., a Texas Limited Partnership, as recorded in Document Number 2011057243, Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), same tract being a portion of a called 305.434 Acre Tract (Exhibit "A") as conveyed to Del Webb Texas Limited Partnership in Document Number 9719426 of the Official Records of Williamson County, Texas (O.R.W.C.T.), along with a portion of the variable width right-of-way of County Road 245. Said 25.837 Acre Tract being more particularly described by metes and bounds as follows with all bearings and distances being referenced to the Texas State Plane Coordinate System, Texas Central Zone, NAD 83/93 HARN Datum with all distances shown hereon converted to surface values by multiplying by the combined scale factor of 1.000143965:

BEGINNING, (N=10,240,447.26, E=3,101,892.55) at a 1/2-inch found iron rod for the southerly corner of a called 20.00 acre tract, as described in a deed to Louis D. Miller & Gladys Miller, recorded in Volume 2476, page 0302, Williamson County Deed Records (W.C.D.R.), also being the most westerly northerly corner of said 305.434 acre tract, also falling on the fenced and occupied easterly right-of-way line of County Road 245 (right-of-way width varies), and the northwest corner of the herein described tract;

THENCE, along and with the line common to the southerly line of said 20.00 acre tract and the northwesterly lines of said 305.434 acre tract and said Neighborhood Ten-E, the following three (3) courses and distances:

1) North 69°21'18" East, a distance of 189.49 feet to an angle point in Cowan Creek from which a 1/2-inch iron rod found bears South 34°43'13" East, a distance of 5.52 FEET, and

2) North 69°10'30" East, a distance of 1,044.92 feet to a 1/2-inch iron rod found for an angle point, and

3) North 68°52′42″ East, a distance of 435.60 feet to a 1/2-inch iron rod found with plastic cap stamped "SURVCON";

THENCE, along the easterly boundary of said Neighborhood Ten-E, the following three (3) courses and distances:

1) South 21°07′18″ East, a distance of 150.00 feet to an angle point in Cowan Creek;

2) South 54°43′33″ East, a distance of 270.07 feet to a 1/2-inch iron rod found for an angle point in Cowan Creek;
3) South 21°41'44" East, a distance of 255.50 feet to an interior angle point in Cowan Creek from which a 1/2-inch iron rod found bears North 68°15'19" East, a distance of 84.34 feet;

THENCE, along and with the line common to the northerly line of a called 31.32 acre tract, a described in a deed to Donald H. Kylberg, recorded in Volume 752, Page 229, W.C.D.R. and the southerly line of said Neighborhood Ten-E, the following three (3) courses and distances:

1) South 68°15'19" West, a distance of 200.65 feet to a 1/2-inch iron rod found for an angle point;

2) South 69°30'27" West, a distance of 1,143.86 feet to a 1/2-inch iron rod found for an angle point;

3) South 68°59'00" West, a distance of 495.00 feet to a 1/2-inch iron rod found on the easterly right-of-way line of said County Road 245 for the northwesterly corner of said 31.32 acre tract, also being the most westerly southwest corner of said Neighborhood Ten-E;

THENCE, South 70°28'17" West, over and across the right-of-way of said County Road 245, a distance of 56.40 feet to a calculated point on the line common to the westerly right-of-way line of said County Road 245 and the easterly line of a called 20 acre tract, as described in a deed to Mary Simkins Luzius, recorded in Document No. 2007019684, O.P.R.W.C.T.;

THENCE, North 21°17'32" West, with the line common to said westerly right-of-way line of said County Road 245 and the easterly line of said 20 acre tract, a distance of 288.29 feet to a 1/2-inch iron rod with cap stamped "MCKIM & CREED";

THENCE, North 70°28'17" East, over and across the right-of-way of said County Road 245, a distance of 65.27 feet to a calculated point on the line common to the easterly right-of-way line of said County Road 245 and the westerly line of said Neighborhood Ten-E;

THENCE, North 19°31'43" West, along the line common to the easterly right-of-way line of said County Road 245 and the westerly line of said Neighborhood Ten-E, a distance of 338.21 feet to the POINT OF BEGINNING, containing 25.837 acres of land.

Jorge Fernandez
Registered Professional Land Surveyor, No. 6077
Email: jferandez@mckimreed.com
Date: 05-06-2020

SEE ATTACHED EXHIBIT OF EVEN DATE.
Exhibit C

Land Use Plan
Exhibit D

Master Sign Plan
Exhibit D-3

Master Sign Plan

[Diagram of Master Sign Plan with details such as Subdivision Villas and a sign example.]

Sun City Texas, RV Tract – Planned Unit Development
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July 29, 2020

City of Georgetown
Planning Department
113 E. 8th Street
Georgetown, TX 78627

Re: Sun City Texas
Somerset PUD Amendment # 2
Letter of Intent

To Whom It May Concern:

Pulte Homes of Texas, LP owns and is currently developing the Sun City Texas, Somerset PUD located within the City of Georgetown. The 769.9 acre PUD is being developed as a part of Sun City Texas. The Applicant also owns an adjoining tract of land approximately 25.837 acres in size.

The Applicant seeks to incorporate the additional 25.837 acre tract into the Sun City Texas, Somerset PUD to offer additional recreational opportunities and additional acres of residential via the attached PUD. All terms of the approved PUD remain unchanged except those identified via track changes. With this in mind, the base zoning on the additional 25.837 acres shall be RS, consistent with the approved PUD.

The Future Land Use Map identifies the Subject Tract as Mixed Density Neighborhood, consistent with Sun City Texas. The floodplain is identified as open space and shall remain as open space within the PUD. The Subject Property is identified as 1B (developing) Growth Tier on the 2014 Growth Tier Map.

The request to include this 25.837 acre tract within the 769.9 acre Sun City Texas, Somerset PUD further enhances principles outlined in the 2030 Comprehensive Plan and constructed at Sun City Texas. Such elements include:

1. A balanced mix and density of residential product
2. Adopt development practices that preserve and enhance the environment
3. Ensure residential lots related to parks and open space.

The requested rezoning complies with UDC Section 3.06.030, in that the request complies with the Future Land Use Plan Map designation for the Property. Additionally, the inclusion of this land in the Sun City Texas, Somerset PUD ensures the Property will be developed in a manner compatible with the character and uses of adjoining Sun City Texas.

UDC Section 3.06.040 outlines approval criteria for PUD’s that include but are not limited to recreational facilities, a variety of housing and an orderly arrangement of land uses. As noted earlier, few terms of the approved PUD will be revised with this PUD Amendment request. Specifically, the types of residential offered and maximum unit limit will not be amended. Additional amenity lands will offer enhanced recreation and social opportunities within the community.

Thank you for your consideration of this PUD Amendment.

Sincerely,

[Signature]

Peter R. Verdicchio, PLA, ASLA
Principal

CC: Stephen Ashlock, PulteGroup, Inc.
An Ordinance of the City Council of the City of Georgetown, Texas, providing for the extension of certain boundary limits of the City of Georgetown, Texas, and the annexation of certain territory and designation of Planned Unit Development (PUD) zoning district, with a base district of Residential Single-Family (RS) for 25.435 acre tract of land out of the Frederick Foy Survey, Abstract No. 229, the same being the Sun City Georgetown Neighborhood Ten-E Subdivision, and a 0.402 acre portion of CR 245, a right-of-way of varying width of record described to Williamson County, to be known as the Sun City Texas, RV Tract PUD, as described herein; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, the owners of the area proposed for annexation requested annexation of the area by the City of Georgetown ("City"), pursuant to Local Government Code Section 43.0671; and

Whereas, all of the herein-described property lies within the extraterritorial jurisdiction of the City of Georgetown, Texas; and

Whereas, the Georgetown City Council approved a Municipal Services Agreement for the subject property on August 25, 2020; and

Whereas, the Section 4.03.010 of the City’s Unified Development Code ("UDC") creates procedures for initial zoning of newly annexed territory; and

Whereas, the Planning & Zoning Commission, at a meeting on September 15, 2020, held the required public hearings and submitted a recommendation of approval to the City Council on the initial zoning request; and

Whereas, all prerequisites of state law and the City Charter have been complied with;

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

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

Section 2. The City Council of the City of Georgetown hereby annexes into the city limits 25.435 acres of land out of the Frederick Foy Survey, Abstract No. 229, the same being the Sun City Georgetown Neighborhood Ten-E Subdivision, and a 0.402 acre portion of CR 245, a right-of-way of varying width of record described to Williamson County, as shown in “Exhibit A” and as described in “Exhibit B” of this ordinance (the “Property”). The Property is hereby included in
City Council District 3, as it is adjacent to Council District 3 and no other City Council Districts. The City’s official boundary map and City Council Districts map shall be amended accordingly.

Section 3. In accordance with the procedures for initial zoning of newly annexed territory described in Section 4.03.010 of the UDC, and for the reasons set forth by City Staff, the City Council hereby finds that a zoning classification of Planned Unit Development (PUD) zoning district with a base district of Residential Single-Family (RS) is appropriate for the Property (described in “Exhibit B”) and is consistent with the City’s Comprehensive Plan, and upon annexation the Property shall have a zoning of Planned Unit Development (PUD) zoning district with a base district of Residential Single-Family (RS) in accordance with the development plan attached in “Exhibit D”. The City’s Official Zoning Map shall be amended accordingly.

Section 4. Upon annexation of the Property, the City shall provide to the Property the municipal services set forth in the Municipal Services Agreement attached to this ordinance as Exhibit “C” and by this reference incorporated within it (the “Agreement”), pursuant to the schedule set forth therein. The City shall have no obligation to provide services to the Property not listed in the Agreement.

Section 5. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 6. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective and be in full force and effect in accordance with the City Charter.

Passed and Approved on First Reading on the 13th day of October 2020.

Passed and Approved on Second Reading on the 27th day of October 2020.

The City of Georgetown: Attest:

_________________________________  _________________________________
Dale Ross                         Robyn Densmore, TRMC
Mayor                   City Secretary

Approved as to form:

_________________________________
Skye Masson
City Attorney
METES AND BOUNDS DESCRIPTION
25.837 ACRES
FREDERICK FOY SURVEY, ABSTRACT NO. 229
WILLIAMSON COUNTY, TEXAS

BEING 25.837 ACRES (1,125,471 SQUARE FEET) OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE SAME TRACT AS SHOWN ON THE FINAL PLAT OF PLANNED UNIT DEVELOPMENT OF SUN CITY GEORGETOWN, NEIGHBORHOOD TEN-E, AS RECORDED IN CABINET Q, SLIDES 258 THROUGH 260, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.) AND REFERENCED IN SPECIAL WARRANTY DEED TO SOMERSET HILLS, LTD., A TEXAS LIMITED PARTNERSHIP, AS RECORDED IN DOCUMENT NUMBER 2011057243, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAME TRACT BEING A PORTION OF A CALLED 305.434 ACRE TRACT (EXHIBIT "A") AS CONVEYED TO DEL WEBB TEXAS LIMITED PARTNERSHIP IN DOCUMENT NUMBER 9719426 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.), ALONG WITH A PORTION OF THE VARIABLE WIDTH RIGHT-OF-WAY OF COUNTY ROAD 245. SAID 25.837 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS AND DISTANCES BEING REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 83/93 HARN DATUM WITH ALL DISTANCES SHOWN HEREON CONVERTED TO SURFACE VALUES BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.000143965:

BEGINNING, (N=10,240,447.26, E=3,101,892.55) at a 1/2-inch found iron rod for the southwesterly corner of a called 20.00 acre tract, as described in a deed to Louis D. Miller & Gladys Miller, recorded in Volume 2476, Page 0302, Williamson County Deed Records (W.C.D.R.), also being the most westerly northerly corner of said 305.434 acre tract, also falling on the fenced and occupied easterly right-of-way line of County Road 245 (right-of-way width varies), and the northwest corner of the herein described tract;

THENCE, along and with the line common to the southerly line of said 20.00 acre tract and the northerly lines of said 305.434 acre tract and said Neighborhood Ten-E, the following three (3) courses and distances:

1) North 69°21'18" East, a distance of 189.49 feet to an angle point in Cowan Creek from which a 1/2-inch iron rod found bears South 34°31'13" East, a distance of 3.52 FEET, and

2) North 69°10'30" East, a distance of 1,044.92 feet to a 1/2-inch iron rod found for an angle point, and

3) North 68°52'42" East, a distance of 435.60 feet to a 1/2-inch iron rod found with plastic cap stamped "SURVCON";

THENCE, along the easterly boundary of said Neighborhood Ten-E, the following three (3) courses and distances:

1) South 21°07'18" East, a distance of 150.00 feet to an angle point in Cowan Creek;

2) South 54°43'33" East, a distance of 270.07 feet to a 1/2-inch iron rod found for an angle point in Cowan Creek;
3) South 21°41'44" East, a distance of 255.50 feet to an interior angle point in Cowan Creek from which a 1/2-inch iron rod found bears North 68°15'19" East, a distance of 84.34 feet;

**THEENCE**, along and with the line common to the northerly line of a called 31.32 acre tract, a described in a deed to Donald H. Kylberg, recorded in Volume 752, Page 229, W.C.D.R. and the southerly line of said Neighborhood Ten-E, the following three (3) courses and distances:

1) South 68°15'19" West, a distance of 200.65 feet to a 1/2-inch iron rod found for an angle point;

2) South 69°30'27" West, a distance of 1,143.86 feet to a 1/2-inch iron rod found for an angle point;

3) South 68°59'00" West, a distance of 495.00 feet to a 1/2-inch iron rod found on the easterly right-of-way line of said County Road 245 for the northwesterly corner of said 31.32 acre tract, also being the most westerly southwest corner of said Neighborhood Ten-E;

**THEENCE**, South 70°28'17" West, over and across the right-of-way of said County Road 245, a distance of 56.40 feet to a calculated point on the line common to the westerly right-of-way line of said County Road 245 and the easterly line of a called 20 acre tract, as described in a deed to Mary Simkins Luzius, recorded in Document No. 2007019684, O.P.R.W.C.T.;

**THEENCE**, North 21°17'32" West, with the line common to said westerly right-of-way line of said County Road 245 and the easterly line of said 20 acre tract, a distance of 288.29 feet to a 1/2-inch iron rod with cap stamped “MCKIM & CREED”;

**THEENCE**, North 70°28'17" East, over and across the right-of-way of said County Road 245, a distance of 65.27 feet to a calculated point on the line common to the easterly right-of-way line of said County Road 245 and the westerly line of said Neighborhood Ten-E;

**THEENCE**, North 19°31'43" West, along the line common to the easterly right-of-way line of said County Road 245 and the westerly line of said Neighborhood Ten-E, a distance of 338.21 feet to the POINT OF BEGINNING, containing 25.837 acres of land.

[Signature]

Jorge Fernandez  
Registered Professional Land Surveyor, No. 6077  
Email: jfernandez@mckimcreed.com  
Date: 05-06-2020

SEE ATTACHED EXHIBIT OF EVEN DATE.
MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF GEORGETOWN, TEXAS

AND PULTE HOMES OF TEXAS, LP

This Municipal Services Agreement ("Agreement") is entered into on the 25th day of August, 2020, by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and Pulte Homes of Texas, LP ("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 700 CR 245, which consists of approximately 25.435 acres of land and 0.402 acres of right-of-way on CR 245 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. 2020-9- ANX ("Annexation Case");

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Georgetown City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. PROPERTY. This Agreement is only applicable to the Property, which is the subject of the Annexation Case.

2. INTENT. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, 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: [Signature]
Dale Ross
Mayor
Approved as to Form:

Skye Masson  
City Attorney

Attest:

Robyn Densmore, TRMC  
City Secretary

State of Texas  
County of Williamson

This instrument was acknowledged before me on the __25__ day of __August__, 20__20__, by Dale Ross, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

By: __Karen Frost__

Notary Public, State of Texas
PULTe HOMES OF TEXAS, LP

By: ____________________________
    Stephen Ashlock
    Vice President of Land Development

State of Texas
County of

This instrument was acknowledged before me on the 19th day of August, 2020, by Stephen Ashlock, Vice President of Land Development of Pulte Homes of Texas, LP., a Texas corporation on behalf of said corporation.

By: ____________________________
Notary Public, State of Texas
METES AND BOUNDS DESCRIPTION
25.837 ACRES
FREDERICK FOY SURVEY, ABSTRACT NO. 229
WILLIAMSON COUNTY, TEXAS

BEING 25.837 ACRES (1,125,471 SQUARE FEET) OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE SAME TRACT AS SHOWN ON THE FINAL PLAT OF PLANNED UNIT DEVELOPMENT OF SUN CITY GEORGETOWN, NEIGHBORHOOD TEN-E, AS RECORDED IN CABINET Q, SLIDES 258 THROUGH 260, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), AND REFERENCED IN SPECIAL WARRANTY DEED TO SOMERSET HILLS, LTD., A TEXAS LIMITED PARTNERSHIP, AS RECORDED IN DOCUMENT NUMBER 2011057243, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAME TRACT BEING A PORTION OF A CALLED 305.434 ACRE TRACT (EXHIBIT "A") AS CONVEYED TO DEL WEBB TEXAS LIMITED PARTNERSHIP IN DOCUMENT NUMBER 9719426 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.), ALONG WITH A PORTION OF THE VARIABLE WIDTH RIGHT-OF-WAY OF COUNTY ROAD 245. SAID 25.837 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND DISTANCES BEING REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 83/93 HARN DATUM WITH ALL DISTANCES SHOWN HEREON CONVERTED TO SURFACE VALUES BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.000143965:

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Jorge Fernandez  
Registered Professional Land Surveyor, No. 6077  
Email: jfernandez@mckimcreed.com  
Date: 05-06-2020

SEE ATTACHED EXHIBIT OF EVEN DATE.
Sun City Texas, RV Tract

City of Georgetown, Texas
PUD Planned Unit Development
Development Plan

Date: September 10, 2020

Applicant: Del Webb Texas Limited Partnership
9401 Amberglen Blvd.
Building 1, Suite 150
Austin, Texas 78729

Prepared by: SEC Planning
4201 W. Parmer Lane
Building A, Suite 220
Austin, Texas 78727
512.246.7003
Exhibit A

Sun City Texas, RV Tract Planned Unit Development

A. Purpose and Intent

The Sun City Texas, RV Tract PUD is composed of approximately 25.837 acres, as described in Exhibit B, Field Notes. The PUD is bound by County Road 245, Sun City Texas and two residential acreage tracts.

The development of this property is planned as a high quality, residential community with complementary recreational opportunities. The design vision is centered upon creating a seamless expansion of the existing and adjoining Sun City Texas. The community has been designed with the same, or similar design standards incorporated in Sun City Texas. The community will also include an Amenity Center tract to provide recreational opportunities for residents.

The contents of this PUD further explain and illustrate the overall appearance and function desired for the community. Consistent with Sun City Texas, the community will be designed, organized and managed within the same age restricted requirements. As such, some of the principles and design ideas differ from conventional suburban development. Therefore, several modifications to the Georgetown Unified Development Code (UDC) will be necessary to implement the community vision.

A Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The Land Use Plan depicts residential products, open space areas and non-residential uses which are contemplated within the community.

B. Applicability and Base Zoning

All aspects regarding the development of this PUD shall comply with the Georgetown UDC, the Water Quality Management Plan Ordinance and the Water Utility Ordinance except as established in this exhibit, titled Exhibit A. Amendments or ordinances adopted after the date of this PUD shall apply to the development.

For the purpose of complying with the UDC requirement of selecting a base zoning district, RS has been selected for all components of the Project.

This PUD allows the flexibility to mix various residential land uses and define boundaries during the platting process. Each plat or site plan submitted to the City will identify the use at the time of submittal to the City. All neighborhoods within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Georgetown UDC and other Ordinances noted above shall apply. In the event of a conflict between this PUD and the base zoning districts, this PUD shall control.
C. **Land Use Plan**

*Exhibit C* attached is a conceptual land use plan intended to visually convey the design intent for the Sun City Texas, RV Tract community. The design of the community is not final and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

The residential component of the project may contain a mix of various single family detached products as well as attached product offerings such as townhomes. Additionally, Sun City Texas, RV Tract will include a cohesive network of open spaces including parks, water quality areas and trail corridors. The open space and trails system combined with the sidewalk network will be critical in establishing a walkable, inviting community.

D. **Allowable Uses**

The uses allowed within the Sun City Texas, RV Tract PUD shall comply with the list of allowed and prohibited uses defined in the UDC Zoning Use Table 5.02.010 for the RS base district, with the addition of the following uses and any other uses described in this PUD:

- Amenity Facilities
- Private Parks
- School, College or University (restricted to Amenity Center Tract)
- Civic Uses
- Theater, Performing Arts
- Single Family, Detached
- Townhouse

Land uses outlined above will be developed in compliance with UDC rules and regulations unless design standards for said land uses are established within this PUD.

E. **Impervious Cover**

The Sun City Texas, RV Tract site is located over the Edwards Aquifer. Per UDC Section 11.02, the impervious cover limit for residential land over the Edwards Aquifer is 45 percent (45%).

The maximum impervious cover established within the overall Sun City Texas, RV Tract community will be lower than the UDC allowable maximum. The overall community impervious cover will be set at a maximum of 40 percent (40%). The calculation of the impervious cover shall be measured as a whole based upon the entire property. Table F.1, Residential Development Standards, within this PUD, establishes impervious cover limits on a per residential lot basis. Those maximum per residential lot limits will be used to create an impervious cover table for each submitted plat within the PUD. The table shall also list the cumulative tabulation of the community impervious cover based upon the total gross acreage of the site.
F. Residential Lot Design Standards

Sun City Texas, RV Tract may include a variety of residential product types and sizes from detached single family homes to townhomes. Detailed design standards are included within this PUD, Table F.1, Residential Development Standards, based upon the type of residential product.

To ensure a variety and mix of residential product types within Sun City Texas, RV Tract, the following standards have been established:

1. Maximum Residential Units

   Per the Approved Comprehensive Plan, the property is identified as Mixed Density Residential accommodating a medium density neighborhood. The development of this PUD the community will be low, set at 2.0 dwelling units per gross acre. This established density is consistent with the development density of Sun City Texas. The requested residential total will not exceed fifty (50) units.

2. The Sun City Texas, RV Tract residential development will comply with the development standards set forth in Table F.1, Residential Development Standards.

Table F.1 – Residential Development Standards

<table>
<thead>
<tr>
<th>RESIDENTIAL USES</th>
<th>DETACHED</th>
<th>ATTACHED Townhome</th>
</tr>
</thead>
<tbody>
<tr>
<td>Impervious Cover* (maximum)</td>
<td>65%</td>
<td>75%</td>
</tr>
<tr>
<td>Lot Width** (minimum)</td>
<td>40 ft.</td>
<td>20 ft.</td>
</tr>
<tr>
<td>Front Setback (minimum)</td>
<td>20 ft.</td>
<td>20 ft.</td>
</tr>
<tr>
<td>Side Setback (minimum)</td>
<td>6 ft.</td>
<td>0 ft.***</td>
</tr>
<tr>
<td>Corner Setback (minimum)</td>
<td>15 ft.</td>
<td>10 ft.</td>
</tr>
<tr>
<td>Rear Setback**** (minimum)</td>
<td>20 ft.</td>
<td>10 ft.</td>
</tr>
<tr>
<td>Building Height (maximum)</td>
<td>35 ft.</td>
<td>45 ft.</td>
</tr>
<tr>
<td>Lot Area (minimum)</td>
<td>4,800 s.f.</td>
<td>2,000 s.f.</td>
</tr>
<tr>
<td>Units per structure (max.)</td>
<td>--</td>
<td>Townhome: 6</td>
</tr>
</tbody>
</table>

* Forty percent (40%) maximum impervious cover in overall development.
** Flag lots are allowed within the PUD. Flag lots shall be a minimum 20 feet (20’) wide measured at the right-of-way. For those flag lots measuring less than 40 feet (40’) wide at front setback, Applicant will submit a footprint test at the time of preliminary plat submittal proving such lots accommodate house product.
*** Minimum ten feet (10’) between buildings.
**** Non-enclosed patio covers are allowed within ten feet (10’) of rear lot line on detached lots.
G. Residential Design Standards

As noted in Section A. Purpose and Intent, the community will be developed as an extension of Sun City Texas. The Applicant, through market research and national surveys, has an extensive understanding of home buyer design preferences within this market segment. This data results in the home offerings within the community. Modifying the tested elevation offering will impact the appeal of the community to this specific market segment.

In order to maintain a comprehensive complementary architectural style consistent with Sun City Texas, UDC Section 6.03.050C.1 - Similarity Restrictions shall be waived in its entirety. Specifically, Paragraph B - Differences in Appearance and Paragraph C - Differentiation of UDC Section 6.03.050C.1 – Similarity Restrictions shall not apply to residential dwellings within the PUD.

H. Residential Flag Lots

Flag lots are allowed within the PUD. Flag lots shall be a minimum 20 feet (20’) wide measured at the right-of-way. For those flag lots measuring less than 40 feet (40’) wide at front setback, Applicant will submit a footprint test at the time of preliminary plat submittal proving such lots accommodate house product.

Additionally, all portions of the residential unit placed on the flag lot shall be located within 150 feet (150’) of a public right-of-way with fire service.

I. Amenity Center Design Standards

As depicted on Exhibit C, one (1) Amenity Center campus is located within the community. Following is a summary of standard for the campus.

1. Allowable Uses

The Amenity Center campus may include the following uses:

- Multi-use Building
  - Indoor walking track
  - Fitness and aerobics rooms
  - Meeting space(s)
  - Locker rooms with showers
  - Indoor swimming pool(s)
  - Limited use kitchen
  - Storage space(s)
  - Restrooms
  - Office(s) for community association use
  - Educational rooms
  - Performing arts
• Pavilion
  • Bathrooms
  • Enclosed storage area(s)
  • Limited use kitchen

• Educational building
  • Educational classrooms and associated facilities

• Theater Building

• Outdoor Sports Facilities
  • Tennis (lighted and non-lighted)
  • Pickleball (lighted and non-lighted)
  • Bocce ball
  • Horseshoes
  • Softball (lighted and non-lighted)

• Outdoor Swimming Pool(s)

• Enclosed Swimming Pool(s)

• Outdoor Walking Trails

• Dog Park

• Parking associated with the uses outlined above

* A temporary Certificate of Occupancy will be required, conditioned upon final building approval.

2. Lot Configuration and Building Setbacks

The Amenity Center will be designed with the following building setbacks:

• Front 25 feet (25’)
• Rear 10 feet (10’)*
• Side 10 feet (10’)*

* Rear and side yard setbacks shall be increased to 25 feet (25’) if located immediately adjacent to residential lots.

Circulation and parking design may encroach within the 25 feet (25’) front yard setback. In such instances, a minimum ten feet (10’) landscape buffer will be established between the parking lot and public right-of-way and comply with Section 1.5, Parking Lot Screening Requirements (below) of this PUD.
3. **Non-Residential Fire Flow**

A fire flow of 1,500 gpm (gallons per minute) will be provided for the Amenity Center and all other buildable areas.

4. **Parking Requirements**

The Applicant has established parking requirements based on existing Sun City amenity center development standards used throughout the nation. In alignment with those standards, the Sun City Texas, RV Tract Amenity Center will comply with Table I.1, Parking Ratios in this PUD.

The standard parking space shall be sized 10 feet (10’) wide by 18 feet (18’) long. The Applicant may reduce the spaces to the UDC standard of nine feet (9’) wide by 18 feet (18’) long at a later date to increase the provided parking. This would be accomplished by re-striping parking facilities.

**Table I.1 - Parking Ratios**

<table>
<thead>
<tr>
<th>SPECIFIC USE</th>
<th>GENERAL REQUIREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amenity Building and Pools</td>
<td>1 space per 275 s.f. of GFA</td>
</tr>
<tr>
<td>Outdoor Pavilion</td>
<td>1 space per 500 s.f. of GFA</td>
</tr>
<tr>
<td>Sports Courts</td>
<td>2 per court</td>
</tr>
</tbody>
</table>

(GFA - Gross Floor Area)

5. **Parking Lot Screening Requirements**

It is the design intent to reduce the visual impact of parking areas from public right-of-ways. Therefore, screening will be incorporated into the landscape design, maintained at least 36 inches (36”) in height, and be achieved through one of the following methods:

- Planting screens (hedge)
- Masonry walls
- Berming in naturalistic forms
- Or a combination of any of the above along with trees

Live screening shall be capable of providing a solid 36-inch (36”) screen within two (2) years, as determined by a landscape architect or other licensed professional. The hedge calculation shall be one (1) evergreen shrub per three (3) linear feet for parking frontage to be screened. In an effort to create naturalistic plant massing, screening shall be offset at least six feet (6’) every 60 linear feet.

6. **Parking Lot Landscaping Requirements**

The development of the Amenity Center will achieve a landscape feel consistent with the built amenity areas within Sun City Texas. In order to achieve this goal and create a
campus like setting, parking within the PUD will be landscaped to the following standards:

- **Parking Lot Landscape Calculation**
  
a) The parking lot landscape area requirements are based on the percentage of required parking located between the building façade and the street right-of-way. For the purpose of this PUD, 18 square feet of landscaping is required per parking stall.

b) Internal Parking Lot Landscaping - Two (2) trees and four (4) shrubs shall be planted for each 600 square feet of required landscape area.

- **Location**
  All new trees within a parking lot shall be planted in a pervious area of at least 100 square feet and have a minimum interior dimension of 8.5 feet (8.5) wide. However, up to 20 percent (20%) of the required trees may be planted in islands of at least 25 square feet and have a minimum interior dimension of five feet (5’).

- **Shading**
  Trees shall be planted throughout parking lots so that no portion of the lot is more than 64 feet (64’) away from the trunk of a tree unless otherwise approved by the Director.

7. **Buffer Yard Requirements**

Due to the Amenity Centers’ role as center focal points highlighting the recreational opportunities in the community, no buffer yard shall be required at the Amenity Center facility.

8. **Waste Containers**

It is the Applicant’s intent to fully screen waste container components from public view to provide the necessary operational item without compromising views or the experience.

All mechanical equipment, waste containers, outside storage, and loading docks must be screened from public rights-of-ways using one of the following methods:

- An evergreen hedge maintained at least 36 inches (36”) in height
- A solid wall at or taller than the required screened element
- Or a combination of both of the above methods.

Live screening shall be capable of providing a solid 36-inch (36”) screen within two years, as determined by a landscape architect or other licensed professional. The hedge calculation is one (1) evergreen shrub per three (3) linear feet.
9. **Impervious Cover**

As established in Section E, **Impervious Cover** (above) of this PUD, the overall impervious cover will be 40 percent (40%) for the community. Specific to the Amenity Centers, the impervious cover limit for the tract shall be 60 percent (60%). The calculation of the impervious cover shall be measured based on the land area defined by the legal description, at time of plat. An update to the overall community impervious cover cumulative tabulation will be provided at a time of plat submittal.

10. **Architectural Criteria**

Once the design of the building structure(s) within the development is refined and finalized, a comprehensive architectural theme will be developed which will specify the architectural style, materials and colors. The theme will be consistent with, and compliment the established theme within the Sun City Texas Master Planned Community. In order to convey the architectural theme, items such as architectural elevations, material sample boards and color samples may be submitted to the City for review at the time of site planning review.

11. **Building Mass, Articulation, and Building Elements**

In order to provide a look and feel consistent with the existing Sun City Texas community, the following building techniques shall be applicable at time of Site Plan review:

- **Building Articulation** - Building frontage greater than 100 feet (100’) in length shall have offsets, stepped back heights and roofs with regular width or varied wall surfaces.

- **Roof Types** - Mansard roofs and canopies without a minimum vertical distance of six to eight feet and at an angle not less than 25 degrees, and not greater than 70 degrees.

Accessory buildings within the Amenity Center are not subject to review and compliance with building mass, articulation, building element requirements. However, building foundations will comply with City requirements.

J. **Parkland/Open Space**

Parkland Dedication and Development requirements will be satisfied by payment of the parkland Dedication Fee and Parkland Development Fee in-lieu of land dedication or development. Fees shall be assessed as in effect on the effective date of this PUD.

Lastly, as the Applicant will be building an Amenity Center outlined in Section I of this PUD for the enjoyment of all residents (single family, attached and multi-family) within the PUD (and existing Sun City Texas boundary), UDC Section 6.06.020, Common Amenity Area, shall be waived within this PUD. All residents residing in residential units within the PUD will be members of the Sun City Community Association.
K. **Pedestrian Circulation**

A five feet (5’) wide sidewalk will be built along both sides of all residential local streets as illustrated on Figure L.1 Residential Local Street.

L. **Vehicular Circulation**

1. **Roadway Types**

The Sun City Texas, RV Tract vehicular circulation pattern will provide access to all parts of the property from County Road 245. The following roadway alternative shall be used within the PUD:

- Residential Local Street (50 feet (50’) Right-of-Way) (see Figure L.1)

**Note:** All local residential streets will be constructed with roll-over curbs.
2. **Miscellaneous Roadway Design Standards**

The roadway network within Sun City Texas, RV Tract shall comply with the Georgetown Overall Transportation Plan (OTP), UDC roadway standards and the Water Quality Management Plan with the following miscellaneous exceptions. Other UDC specific roadway modifications are outlined below in Section M of this PUD.

- Residential Local Streets shall be 28 feet (28’) wide paved (measured face of curb) with parking allowed on one side sides of such streets. A sign will be placed at all entries into each residential neighborhood stating parking is restricted to one (1) side of the street. Final sign language to be determined and agreed to by the City and Applicant prior to installation.

3. **Cul-de-sac length**

Cul-de-sac maximum length shall not exceed 800 feet (800’) measured from center of turnaround to centerline of connecting road. Average daily trip limitation shall be waived. A maximum 30 units shall be serviced from each cul-de-sac.

The City approves cul-de-sac lengths that exceed the criteria for cul-de-sac lengths stated above when the land serviced by the cul-de-sac is restricted by creeks, natural drainageways, buffer zones and external property boundaries.

4. **Horizontal Curve**

Table L.1 outlines the minimum horizontal curve radius for each roadway classification within the PUD.

**Table L.1 – Minimum Horizontal Curve**

<table>
<thead>
<tr>
<th>Design Standard</th>
<th>Horizontal Curve (minimum ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Residential</td>
<td>250 ft.</td>
</tr>
</tbody>
</table>

5. **Block Length**

Block length shall not exceed 1,200 feet (1,200’). Block lengths shall be ended by only the intersection of a public street, except where there is no public street intersection due to the presence of parks, open space or other similar uses with a minimum 50 feet (50’) of street frontage on the relevant park.

6. **Traffic Impact Analysis**

UDC Section 12.05.030 outlines the requirements for a Traffic Impact Analysis (TIA) by an Applicant. Consistent with the UDC, the Applicant will conduct and submit a TIA to the City during the revision of the first submitted subdivision application. The City shall approve the TIA prior to, or at the time of the subdivision consideration by the City.
Once approved, the TIA will remain applicable to the Project so long as land uses remain consistent within this PUD. In the event of major revisions to the PUD, the applicant may be required to submit an updated TIA.

M. **Driveways**

Residential driveway spacing must be a minimum 40 feet (40’) from the corner of a Local Residential Street as measured from the edge of driveway to the curb radius return on the adjoining street.

Residential driveway spacing must be a minimum 50 feet (50’) from the corner of an arterial or collector roadway as measured from the edge of driveway to the curb radius return on the adjoining street.

N. **Golf Cart Path**

In an effort to provide connectivity between this PUD area and the Sun City Texas, Somerset PUD area, a golf cart path shall be constructed between the two properties. The golf cart shall be a minimum ten feet (10’) wide with a low water crossing of Cowan Creek. The alignment and construction standards for the golf cart path shall be finalized and included within the Amenity Center Campus site plan submittal packet.

O. **Street Lights**

In an effort to maintain the dark sky program established in Sun City Texas, street lights will be installed along arterials and collectors, placed at 300 feet (300’) intervals. Within residential neighborhoods, street lights will be installed at all intersections and at the end of cul-de-sacs over 500 feet in length.

P. **Signage**

The control and placement of all signs is especially important to the aesthetic harmony of Sun City Texas, RV Tract. A critical component of a cohesive community is the sense of place and identity.

In compliance with UDC Section 10.01.050, Master Sign Plan, a sign plan has been prepared as a component of the Sun City Texas, RV Tract PUD. **Exhibit D, Master Signage Plan**, identifies the primary sign components. Approval of this PUD is intended to permit the number and locations for the community signs as indicated and allow a consistent signage package within the community.

Approval of the Sun City Texas, RV Tract PUD shall permit signage at the indicated locations on **Exhibit D**, however shall not be interpreted as approval of a sign permit. Each proposed sign within this PUD must be submitted to the inspection department for review and permit.
The Sun City Texas, RV Tract Master Sign Plan shall include the following signs. The sign face area, sizes and quantities of signs shall be governed by the standards identified on Exhibit D and Exhibits D-1 through D-3.

1. **Boundary Marker**
   The community sign category includes one (1) community entry sign placed at the major community entrance County Road 245.

2. **Neighborhood Signs**
   One (1) neighborhood sign will be located at the entrance into the residential neighborhood.

3. **Facility Signs**
   One (1) facility sign will be located within the community at the entrance into the Amenity Center.

4. **Traffic Control Devices**
   All traffic control devices shall be installed and conform with the *Texas Manual on Uniform Traffic Control Devices*, current edition at the time of installation.
Exhibit B

Field Notes

METES AND BOUNDS DESCRIPTION
25.837 ACRES
FREDERICK FOY SURVEY, ABSTRACT NO. 229
WILLIAMSON COUNTY, TEXAS

BEING 25.837 ACRES (1,125,471 SQUARE FEET) OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE SAME TRACT AS SHOWN ON THE FINAL PLAT OF PLANNED UNIT DEVELOPMENT OF SUN CITY GEORGETOWN, NEIGHBORHOOD TEN-E, AS RECORDED IN CABINET Q, SLIDES 258 THROUGH 260, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.) AND REFERENCED IN SPECIAL WARRANTY DEED TO SOMERSET HILLS, LTD., A TEXAS LIMITED PARTNERSHIP, AS RECORDED IN DOCUMENT NUMBER 2011057243, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAME TRACT BEING A PORTION OF A CALLED 305.434 ACRE TRACT (EXHIBIT "A") AS CONVEYED TO DEL WEBB TEXAS LIMITED PARTNERSHIP IN DOCUMENT NUMBER 9719326 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.), ALONG WITH A PORTION OF THE VARIABLE WIDTH RIGHT-OF-WAY OF COUNTY ROAD 245. SAID 25.837 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS AND DISTANCES BEING REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 83/93 HARN DATUM WITH ALL DISTANCES SHOWN HEREON CONVERTED TO SURFACE VALUES BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.000143965:

BEGINNING, (N=10,240,447.26, E=3,101,892.55) at a 1/2-inch found iron rod for the southwesterly corner of a called 20.00 acre tract, as described in a deed to Louis D. Miller & Gladys Miller, recorded in Volume 2476, Page 0302, Williamson County Deed Records (W.C.D.R.), also being the most westerly northwesterly corner of said 305.434 acre tract, also falling on the fenced and occupied easterly right-of-way line of County Road 245 (right-of-way width varies), and the northwest corner of the herein described tract;

THENCE, along and with the line common to the southerly line of said 20.00 acre tract and the northerly lines of said 305.434 acre tract and said Neighborhood Ten-E, the following three (3) courses and distances:

1) North 69°21'18" East, a distance of 189.49 feet to an angle point in Cowan Creek from which a 1/2-inch iron rod found bears South 34°31'13" East, a distance of 3.52 FEET, and

2) North 69°10'30" East, a distance of 1,044.92 feet to a 1/2-inch iron rod found for an angle point, and

3) North 68°52'42" East, a distance of 435.60 feet to a 1/2-inch iron rod found with plastic cap stamped "SURVCON";

THENCE, along the easterly boundary of said Neighborhood Ten-E, the following three (3) courses and distances:

1) South 21°07'18" East, a distance of 150.00 feet to an angle point in Cowan Creek;

2) South 54°43'33" East, a distance of 270.07 feet to a 1/2-inch iron rod found for an angle point in Cowan Creek;
3) South 21°41'44" East, a distance of 255.50 feet to an interior angle point in Cowan Creek from which a 1/2-inch iron rod found bears North 68°15'19" East, a distance of 84.34 feet;

THENCE, along and with the line common to the northerly line of a called 31.32 acre tract, a described in a deed to Donald H. Kylberg, recorded in Volume 752, Page 229, W.C.D.R. and the southerly line of said Neighborhood Ten-E, the following three (3) courses and distances:

1) South 68°15'19" West, a distance of 200.65 feet to a 1/2-inch iron rod found for an angle point;

2) South 69°30'27" West, a distance of 1,143.86 feet to a 1/2-inch iron rod found for an angle point;

3) South 68°59'00" West, a distance of 495.00 feet to a 1/2-inch iron rod found on the easterly right-of-way line of said County Road 245 for the northwesterly corner of said 31.32 acre tract, also being the most westerly southwest corner of said Neighborhood Ten-E;

THENCE, South 70°28'17" West, over and across the right-of-way of said County Road 245, a distance of 56.40 feet to a calculated point on the line common to the westerly right-of-way line of said County Road 245 and the easterly line of a called 20 acre tract, as described in a deed to Mary Simkins Luzius, recorded in Document No. 2007019684, O.P.R.W.C.T.;

THENCE, North 21°17'32" West, with the line common to said westerly right-of-way line of said County Road 245 and the easterly line of said 20 acre tract, a distance of 288.29 feet to a 1/2-inch iron rod with cap stamped “MCKIM & CREED”;

THENCE, North 70°28'17" East, over and across the right-of-way of said County Road 245, a distance of 65.27 feet to a calculated point on the line common to the easterly right-of-way line of said County Road 245 and the westerly line of said Neighborhood Ten-E;

THENCE, North 19°31'43" West, along the line common to the easterly right-of-way line of said County Road 245 and the westerly line of said Neighborhood Ten-E, a distance of 338.21 feet to the POINT OF BEGINNING, containing 25.837 acres of land.

Jorge Fernandez
Registered Professional Land Surveyor, No. 6077
Email: jferandez@mckimreed.com
Date: 05-06-2020

SEE ATTACHED EXHIBIT OF EVEN DATE.
Exhibit C

Land Use Plan
Exhibit D

Master Sign Plan
Exhibit D-1

Master Sign Plan
Exhibit D-2

Master Sign Plan
Sun City Texas, RV Tract PUD 2020-9-ANX

City Council
October 13, 2020
Item Under Consideration

2020-9-ANX

Public Hearing and First Reading of an Ordinance for the voluntary annexation of an approximate 25.435 acre tract of land out of the Frederick Foy Survey, Abstract No. 229, the same being the Sun City Georgetown Neighborhood Ten-E Subdivision, and a 0.402 acre portion of CR 245, a right-of-way of varying width of record described to Williamson County, with an initial zoning designation of Planned Unit Development (PUD) with a base district of Residential Single-Family (RS), for the property generally located at 700 CR 245 (2020-9-ANX). – Sofia Nelson, CNU-A, Planning Director
0.35 mi. to Ronald Reagan

0.6 mi. to Williams Drive
Mixed Density Neighborhood (MDN)

• Provides for a variety of housing types within a traditional neighborhood
• Duplexes, townhomes, quadplexes, or potentially moderate density multi-family
• Compatibility between housing types can be achieved through development standards like lot size, setbacks, and building design
• Transitions of land uses and connectivity to neighborhood serving commercial is encouraged

**DUA:** 5.1-14.0  
**Target Ratio:** 80% residential, 20% nonresidential  
**Primary Use:** Variety of single-family home types (detached, duplex, townhome)  
**Secondary Uses:** Limited neighborhood-serving retail, office, institutional, and civic uses
Sun City Texas RV Tract PUD

• Expansion of the Somerset PUD development
• 14.8 acre Amenity Center
• Up to 50 residential units
  • Single-family, detached
  • Single-family, attached
  • Townhouse
• Land plan places amenity areas alongside creeks/floodplain
• Land plan places residential areas and future roadway connection on the south side of the property
• Golf cart path connection over Cowan Creek

<table>
<thead>
<tr>
<th></th>
<th>RESIDENTIAL USES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DETACHED</td>
</tr>
<tr>
<td>Impervious Cover*</td>
<td>65%</td>
</tr>
<tr>
<td>(maximum)</td>
<td></td>
</tr>
<tr>
<td>Lot Width** (minimum)</td>
<td>40 ft.</td>
</tr>
<tr>
<td>Front Setback (minimum)</td>
<td>20 ft.</td>
</tr>
<tr>
<td>Side Setback (minimum)</td>
<td>6 ft.</td>
</tr>
<tr>
<td>Corner Setback (minimum)</td>
<td>15 ft.</td>
</tr>
<tr>
<td>Rear Setback*** (minimum)</td>
<td>20 ft.</td>
</tr>
<tr>
<td>Building Height (minimum)</td>
<td>35 ft.</td>
</tr>
<tr>
<td>Lot Area (minimum)</td>
<td>4,800 sq.ft.</td>
</tr>
<tr>
<td>Units per structure (max.)</td>
<td>--</td>
</tr>
</tbody>
</table>
RV Tract PUD Concept Plan

Cowan Creek

Golf Cart Connection

Somerset PUD

Up to 50 residential units
# Approval Criteria – UDC Section 3.06.030

<table>
<thead>
<tr>
<th>Criteria for Zoning Map Amendment</th>
<th>Complies</th>
<th>Partially Complies</th>
<th>Does Not Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The zoning change is consistent with the Comprehensive Plan;</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Approval Criteria – UDC Section 3.06.030

<table>
<thead>
<tr>
<th>Criteria for Zoning Map Amendment</th>
<th>Complies</th>
<th>Partially Complies</th>
<th>Does Not Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Approval Criteria – UDC Section 3.06.040

<table>
<thead>
<tr>
<th>Criteria for PUDs</th>
<th>Complies</th>
<th>Partially Complies</th>
<th>Does Not Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>An orderly and creative arrangement of all land uses with respect to each other and to the entire community.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Approval Criteria – UDC Section 3.06.040

<table>
<thead>
<tr>
<th>Criteria for PUDs</th>
<th>Complies</th>
<th>Partially Complies</th>
<th>Does Not Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>The provisions of cultural or recreational facilities for all segments of the community.</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>The location of general building envelopes to take maximum advantage of the natural and manmade environment.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Public Notifications

• 7 property owners within the 300’ buffer
• Notice in Sun News on August 30, 2020
• 1 Sign posted on the property
• To date, staff has not received any public comments
Planning & Zoning Commission Action

• At their September 15, 2020 meeting, the Planning & Zoning Commission recommended APPROVAL of the request (7-0).
First Reading of an Ordinance

• An Ordinance of the City Council of the City of Georgetown, Texas, providing for the extension of certain boundary limits of the City of Georgetown, Texas, and the annexation of certain territory and designation of Planned Unit Development (PUD) zoning district, with a base district of Residential Single-Family (RS) for 25.435 acre tract of land out of the Frederick Foy Survey, Abstract No. 229, the same being the Sun City Georgetown Neighborhood Ten-E Subdivision, and a 0.402 acre portion of CR 245, a right-of-way of varying width of record described to Williamson County, to be known as the Sun City Texas, RV Tract PUD, as described herein; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.
SUBJECT:
Consideration and possible action to approve three funding agreements between the City of Georgetown and Habitat for Humanity of Williamson County for the administration of the City's Home Repair Program, in a total amount not to exceed $55,000.00 -- Susan Watkins, Housing Coordinator and James Foutz, Marketing and Conservation Manager

ITEM SUMMARY:
Staff will highlight FY20 successes for the city's Home Repair Program and provide information on FY21 program local funding ($55,000), which maintains the same funding levels as FY20.

During FY20, the total $130,000 HFHWC partnership (including $55,000 in local funds and $75,000 in Community Development Block Grant funding):
• repaired 17 homes (24 people – 46% elderly/disabled)
• using 14 unique volunteers and a total of 1,799 volunteer hours

The value of volunteer hours is estimated at $48,926 and the value of material discounts and donations is estimated at $42,900.

In FY20, the funding for the administration of the City's Home Repair program was from three local sources resulting in three separate agreements with Habitat for Humanity of Williamson County (HFHWC) for administration of the City’s Home Repair Program. The FY21 agreement requests are outlined below:

1. The first agreement (Exhibit 1) is for the renewal of the partnership agreement with HFHWC to administer the City's Home Repair program with $25,000 from the General Fund.
2. The second agreement (Exhibit 2) is the renewal of the agreement with HFHWC for the administration of $15,000 in energy conservation funding for eligible repairs and improvements.
3. The third agreement (Exhibit 3) is the renewal of the agreement with HFHWC for the administration of $15,000 in water conservation funding for eligible repairs and improvements.

The partnership agreement for FY2021 (Exhibit 1) includes the same goals, eligibility requirements, eligible activities, budget, measures of effectiveness and reporting process as the FY2020 partnership agreement as outlined below:

Goals
Under the agreement Habitat will agree to further the City’s goals to:
(1) provide home repairs to homeowners with limited resources;
(2) avoid demolition by neglect by code enforcement;
(3) maintain neighborhoods (neighborhood revitalization);
(4) ensure safety; and
(5) provide accessibility.

Eligibility Requirements
The partnership agreement maintains the City’s program guidelines for eligibility. The home on the application must be owner occupied for at least two years (person who lives in the home owns the home and has done so for a minimum of two years), and the applicant must be the homeowner(s). Property taxes must not be outstanding on the property, or the owner must be enrolled in a program with the Tax Assessor. Applicant must submit proof of identification, ownership, and payment of property taxes. The applicant must meet the income eligibility requirement of 80% median income. The eligibility is increased from 50% in previous years as recommended in the 2030 Plan Update to the Housing Element to assist additional workforce homeowners.

Eligible Activities
Eligible repairs include exterior improvements (roofing, siding); weatherization (windows); energy efficiency/conservation (plumbing, electrical); accessibility; and safety.

**Budget**

Funding for the program, $25,000, was approved during the FY2021 budget process. The agreement reflects Habitat’s request for an allowance of 10% of the funds to be spent towards volunteer insurance. The agreement maintains that permit fees will be exempted as directed at the July 24, 2018 City Council meeting. The recent adoption of the 2015 International Building Code inadvertently took out the permit exemption language from the code. A public hearing and first reading to re-insert the code language is also on this Council agenda. Upon expiration of the Agreement, or upon Termination pursuant to Section 5 of the Agreement, Habitat shall return to the City any unused portion of the funds.

**Reporting Process**

Habitat will provide a final report to the City in the format prescribed in the attached Exhibit A of the agreement on or before December 31, 2021. The report will include: (1) how the City’s funds were used; (2) an analysis of the completed work furthered the City goals, and (3) the total numbers served and the total number of Georgetown citizens served.

The second and third agreements (Exhibits 2 & 3) include the goals, eligibility requirements, eligible activities, budget, measures of effectiveness and reporting process as outlined below:

**Goals**

Under the agreement Habitat will agree to further the City’s goals to:

1. Reduce per capita water usage
2. Improve customer energy efficiency
3. Provide home repairs to homeowners with limited resources;

**Eligibility Requirements**

The partnership agreement maintains the City’s program guidelines for eligibility. The home on the application must be owner occupied for at least two years (person who lives in the home owns the home and has done so for a minimum of two years), and the applicant must be the homeowner(s). Property taxes must not be outstanding on the property, or the owner must be enrolled in a program with the Tax Assessor. Applicant must submit proof of identification, ownership, and payment of property taxes. The applicant must meet the income eligibility requirement of 80% median income.

**Eligible Activities**

Eligible repairs include energy efficiency/conservation measures (weatherization, energy star approved appliances) and water efficiency/conservation measures (plumbing, fixtures).

**Budget**

Funding for the program, $15,000 for water conservation related home repairs and $15,000 for energy efficiency related home repairs, was approved during the FY2020 budget process. The agreement reflects Habitat’s request for an allowance of 10% of the funds to be spent towards volunteer insurance. The agreement maintains that permit fees will be exempted as directed at the July 24, 2018 City Council meeting. The recent adoption of the 2015 International Building Code inadvertently took out the permit exemption language from the code. A public hearing and first reading to re-insert the code language is also on this Council agenda. Upon expiration of the Agreement, or upon Termination pursuant to Section 5 of the Agreement, Habitat shall return to the City any unused portion of the funds.

**Reporting Process**

Habitat will provide a final report to the City in the format prescribed in the attached Exhibit A of the agreement on or before December 31, 2021. The report will include: (1) how the City’s funds were used; (2) an analysis of the completed work furthered the City goals, and (3) the total numbers served and the total number of Georgetown citizens served.

**Requested Action**
Staff is requesting Council to approve the renewal of three funding agreements (Attachments 1-3) with Habitat for Humanity of Williamson County to administer the Home Repair Program with City oversight and financial support.

FINANCIAL IMPACT:
1. $25,000 was allocated from the General Fund for the Home Repair Program during the FY2021 budget process.
2. $15,000 was allocated from the energy conservation fund for the Home Repair Program during the FY2021 budget process.
3. $15,000 was allocated from the water conservation fund for the Home Repair Program during the FY2021 budget process.

SUBMITTED BY:
Susan Watkins, AICP, Housing Coordinator

ATTACHMENTS:

Presentation
Exhibit 1 - HFHWC Partnership Agreement
Exhibit 2 - HFHWC Partnership Agreement ENERGY
Exhibit 3 - HFHWC Partnership Agreement WATER
HOME REPAIR FY21

CITY COUNCIL: OCTOBER 13, 2020
PRESENTATION OVERVIEW

• FY20 Successes
• FY21 Funding
• Program goals
• Next Steps

Action Requested

Approval to renew three funding agreements with Habitat for Humanity of Williamson County to administer the Home Repair Program with City oversight and financial support.
FY20 SUCCESSES

• Impacts of $130,000 HFHWC partnership:
  • 17 homes repaired (24 people – 46% elderly/disabled)
  • 14 unique volunteers, 1,799 volunteer hours
  • Value of volunteer hours = $48,926
  • Value of discounts/donations = $42,900

• Outreach to historic district, awareness of accessibility repairs

• Funding is exhausted

• Repair program continued despite COVID challenges
FY21 FUNDING

$130K Total Funding

- $75K - CDBG funds from Williamson County
- $55K - City of Georgetown
  - $25,000 (General Fund)
  - $30,000 (Conservation – Water & Electric)
PROGRAM GOALS

• Preservation of neighborhoods
• Energy conservation
• Housing affordability
  • Support homeownership
  • Support homeowners with Historic requirements for rehabilitation
• Building partnerships with the non-profit community
INCOME ELIGIBILITY ADJUSTMENT

Increase income eligibility from 50% to 80% AMI

• Recommendation from Housing Element update
• Allows more workforce homeowners to apply
Approval to renew three funding agreements:

1. $25,000 General Fund
2. $15,000 Energy Conservation Fund
3. $15,000 Water Conservation Fund
NEXT STEPS

• October – City funds to HFHWC
• 11/1 – estimated CDBG funds to Williamson County
• 11/10 or 11/24 – Council legislative item to accept grant from County/agreement with HFHWC
AGREEMENT BETWEEN THE CITY OF GEORGETOWN AND
HABITAT FOR HUMANITY OF WILLIAMSON COUNTY

STATE OF TEXAS  §
COUNTY OF WILLIAMSON  §

This Agreement (“Agreement”) by and between the City of Georgetown, Texas, a home-
rule municipal corporation located in Williamson County, Texas (the “City”), and Habitat for
Humanity of Williamson County, a Texas non-profit corporation (“Habitat”), (collectively, the
“Parties”), for the fiscal year from October 1, 2020 through September 30, 2021, and is as follows:

RECITALS:

The City values partnerships with organizations that are committed to addressing our
community’s greatest public challenges; and

The purpose of City funding to the nonprofit sector is to cultivate and sustain partnerships
with 501(c)(3) organizations that strengthen the City’s key priorities in public safety,
transportation, housing, parks and recreation, veteran services and safety net; and

The City finds that eligible organizations in the area of housing services include those that
offer emergency shelter, transitional or temporary housing, and affordable housing; and

The City finds that Habitat provides housing services for the community, accomplishes a
public purpose, and benefits the community of Georgetown, Texas as it enhances the quality of
life, preserves neighborhoods, conserves resources through improving energy efficiency and
eliminates conditions detrimental to public health and safety per Chapter 373 of the Texas Local
Government Code; and

The City finds that the services Habitat will provide pursuant to this Agreement are services
that the City would provide, absent this Agreement, within the vision and limitations otherwise
placed upon the City.

The Parties agree as follows:

1. RECITALS ADOPTED

1.1 The recitals set out above in this instrument are hereby adopted in whole as though
each were set out herein.

2. CITY HOME REPAIR PROGRAM REQUIREMENTS AND ADMINISTRATION

2.1 The City established a Home Repair Program in 2008 to provide home repairs to
homeowners who are residents of the City and have limited resources. Habitat will administer the
City’s Program as established by the following City guidelines:
2.1.1 Applicants must be residents of the city (must live within the city limits) and satisfy the set income eligibility requirements. Income eligibility is defined as low-income households at 80% of the Median Income. A household is defined as anyone that resides in the household. Household income is the total income of everyone in the house who is eighteen (18) years or older. Proof of income must be submitted.

2.1.2 The home on the application must be owner-occupied for at least two (2) years (person who lives in the home owns the home and has done so for a minimum of two (2) two years), and the applicant must be the homeowner(s). Property taxes must not be outstanding on the property, or the owner must be enrolled in a program with the Tax Assessor. Applicant must submit proof of identification, ownership, and payment of property taxes.

2.1.3 Eligible repairs include exterior improvements (roofing, siding); weatherization (windows); energy efficiency/conservation (plumbing, electrical); accessibility; and safety.

2.1.4 Habitat will obtain permits for all projects that require permitting. Upon proper City Council approval, the City will waive permit fees for projects completed pursuant to the City’s Home Repair Program.

2.1.5 Habitat will photograph the property prior to beginning home repairs and upon completion of repairs.

2.1.6 Habitat will notify the City within five (5) working days of completion of home repairs.

2.1.7 In addition to providing repairs, Habitat will increase outreach and awareness of repair opportunities for low-income families in Georgetown and will further the City’s goals of the City’s Home Repair Program, including (1) provide home repairs to homeowners with limited resources; (2) avoid demolition by neglect by code enforcement; (3) maintain neighborhoods (neighborhood revitalization); (4) safety; and (5) accessibility.

2.1.8 Habitat will provide a final report to the City in the format prescribed in the attached Exhibit A on or before December 31, 2021 that identifies and includes (1) how the City’s funds were used; (2) an analysis of the goals set forth in section 2.1.7 of this Agreement; and (3) the total numbers served and the total number of Georgetown residents served.

3. COSTS

3.1 The City agrees to pay Habitat an amount not to exceed $25,000 for use in the City’s Home Repair Program. The City will make a one-time lump sum payment on or before December 1, 2020. Habitat may use up to 10% of the total award for volunteer insurance related to delivery of repairs funded by this Agreement. Upon expiration of this Agreement, or upon Termination pursuant to Section 5 of this Agreement, Habitat shall return to the City any unused
portion of the funds.

4. **INDEMNIFICATION**

4.1 HABITAT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS’ FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY HABITAT, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, HABITAT, OR ANY THIRD PARTY.

5. **TERMINATION**

5.1 This Agreement may be terminated by either Party at any time after providing at least 30 working days’ written notice to the other Party.

6. **ASSIGNMENT**

6.1 Habitat shall not assign, sublet, or transfer its interest in this Agreement without prior written consent of the City, which may be withheld for any reason. If such consent is granted, it shall then be the duty of Habitat, its successors and assigns, to give prompt written notice to the City of any assignment or transfer of any of Habitat’s rights in this Agreement.

7. **MISCELLANEOUS PROVISIONS**

7.1 **No Waiver.** No waiver by the City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

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

7.3 **Notice.** Any notices required or appropriate under this Agreement shall be given in writing to Habitat at Habitat for Humanity of Williamson County, Attn. Debbie Hoffman, P.O. Box 737, Georgetown, TX 78627, and to the City at City of Georgetown, Attn. City Manager, P.O. Box 409, Georgetown, TX 78627.

7.4 **Headings.** The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.
7.5 **Jurisdiction and Venue.** This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Williamson County, Texas. This Agreement is made and is to be performed in Williamson County, Texas, and is governed by the laws of the State of Texas.

7.6 **Authorization.** The signers of this Agreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the party for which he or she is acting.

7.7 **Entire Agreement.** This Agreement and addenda contain the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon, and supersede all other agreements, oral or otherwise, none of which shall hereafter be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representation not herein written.

EXECUTED effective as of the date of final signature below.

[signature pages to follow]
HABITAT FOR HUMANITY:

Habitat for Humanity of Williamson County,
a Texas non-profit corporation

By: _________________________________

Name
Title

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this _____ day of ________________, 2020 by __________________________, ___________________________ of Habitat for Humanity of Williamson County, a Texas non-profit corporation on behalf of said company.

My Commission Expires: __________________________

NOTARY PUBLIC, STATE OF TEXAS
THE CITY OF GEORGETOWN

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

By: ____________________________________
Dale Ross
Mayor

ATTEST:

__________________________________________
Robyn Densmore
City Secretary

APPROVED AS TO FORM:

__________________________________________
Skye Masson
City Attorney

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this _____ day of ________________, 2020
by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the city.

My Commission Expires: ________________________________________

NOTARY PUBLIC, STATE OF TEXAS
Exhibit A: Final Report

Habitat will take photos of each home before and after repairs are made to submit with the Final Report to the City. In addition, Habitat will report information for each home repair as outlined in the table below.

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AGREEMENT BETWEEN THE CITY OF GEORGETOWN AND HABITAT FOR HUMANITY OF WILLIAMSON COUNTY

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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RECITALS:

The City values partnerships with organizations that are committed to addressing our community’s greatest public challenges; and

The purpose of City funding to the nonprofit sector is to cultivate and sustain partnerships with 501(c)(3) organizations that strengthen the City’s key priorities in public safety, transportation, housing, parks and recreation, energy efficiency and water conservation, veteran services and safety net; and

The City established a Home Repair Program in 2008 to provide home repairs to homeowners who are residents of the City and have limited resources, and Georgetown Utility Systems (GUS) desires to support the energy efficiency efforts of the City’s Home Repair Program; and

The City finds that Habitat provides housing services for the community, accomplishes a public purpose, and benefits the community of Georgetown, Texas as it enhances the quality of life, preserves neighborhoods, conserves resources through improving energy efficiency and water conservation, and eliminates conditions detrimental to public health and safety per Chapter 373 of the Texas Local Government Code; and

The City finds that the services Habitat will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

The Parties agree as follows:

1. RECITALS ADOPTED

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2. CITY HOME REPAIR PROGRAM REQUIREMENTS AND ADMINISTRATION

2.1 Habitat will administer the energy efficiency efforts of the City’s Home Repair
Program pursuant to the following City guidelines:

2.1.1 Applicants for GUS energy efficiency funds must be customers of the City’s electric utility and satisfy the set income eligibility requirements. Income eligibility is defined as low-income households at 80% of the Median Income. A household is defined as anyone that resides in the household. Household income is the total income of everyone in the house who is eighteen (18) years or older. Proof of income must be submitted.

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3. COSTS

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5.1 This Agreement may be terminated by either Party at any time after providing at least 30 working days’ written notice to the other Party.

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7.7 Entire Agreement. This Agreement and addenda contain the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon, and supersede all other agreements, oral or otherwise, none of which shall hereafter be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representation not herein written.

EXECUTED effective as of the date of final signature below.

[signature pages to follow]
HABITAT FOR HUMANITY:

Habitat for Humanity of Williamson County,
a Texas non-profit corporation

By: ________________________________
   Name
   Title

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this _____ day of ____________, 2020
by __________________________, __________________________ of Habitat for Humanity of Williamson County,
a Texas non-profit corporation on behalf of said company.

My Commission Expires: __________________________

NOTARY PUBLIC, STATE OF TEXAS
THE CITY OF GEORGETOWN

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

By: ____________________________________
    Dale Ross
    Mayor

ATTEST:

__________________________________________
    Robyn Densmore
    City Secretary

APPROVED AS TO FORM:

__________________________________________
    Skye Masson
    City Attorney

THE STATE OF TEXAS §
    §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this _____ day of ________________, 2020 by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the city.
Exhibit A: Final Report

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RECITALS:

The City values partnerships with organizations that are committed to addressing our community’s greatest public challenges; and

The purpose of City funding to the nonprofit sector is to cultivate and sustain partnerships with 501(c)(3) organizations that strengthen the City’s key priorities in public safety, transportation, housing, parks and recreation, energy efficiency and water conservation, veteran services and safety net; and

The City of Georgetown Water Conservation Plan calls for the City to build upon partnerships with community organizations to promote water efficiency; and

The City established a Home Repair Program in 2008 to provide home repairs to homeowners who are residents of the City and have limited resources, and Georgetown Utility Systems (GUS) desires to support the water conservation efforts of the City’s Home Repair Program; and

The City finds that Habitat provides housing services for the community, accomplishes a public purpose, and benefits the community of Georgetown, Texas as it enhances the quality of life, preserves neighborhoods, conserves resources through improving energy efficiency and water conservation, and eliminates conditions detrimental to public health and safety per Chapter 373 of the Texas Local Government Code; and

The City finds that the services Habitat will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

The Parties agree as follows:

1. RECITALS ADOPTED

1.1 The recitals set out above in this instrument are hereby adopted in whole as though each were set out herein.
2. CITY HOME REPAIR PROGRAM REQUIREMENTS AND ADMINISTRATION

2.1 Habitat will administer the water conservation efforts of the City’s Home Repair Program pursuant to the following City guidelines:

2.1.1 Applicants for GUS water conservation funds must be customers of the City’s water utility and satisfy the set income eligibility requirements. Income eligibility is defined as low-income households at 80% of the Median Income. A household is defined as anyone that resides in the household. Household income is the total income of everyone in the house who is eighteen (18) years or older. Proof of income must be submitted.

2.1.2 The home on the application must be owner-occupied for at least two (2) years (person who lives in the home owns the home and has done so for a minimum of two (2) two years), and the applicant must be the homeowner(s). Property taxes must not be outstanding on the property, or the owner must be enrolled in a program with the Tax Assessor. Applicant must submit proof of identification, ownership, and payment of property taxes.

2.1.3 Eligible repairs include water efficiency/conservation measures (plumbing, fixtures).

2.1.4 Habitat will obtain permits for all projects that require permitting. Upon proper City Council approval, the City will waive permit fees for projects completed pursuant to the City’s Home Repair Program.

2.1.5 Habitat will photograph the property prior to beginning home repairs and upon completion of repairs.

2.1.6 Habitat will notify the City within five (5) working days of completion of home repairs.

2.1.7 In addition to providing repairs, Habitat will increase outreach and awareness of repair opportunities for low-income families in Georgetown and will further the City’s goals of the City’s Home Repair Program, including (1) provide home repairs to homeowners with limited resources; (2) avoid demolition by neglect by code enforcement; (3) maintain neighborhoods (neighborhood revitalization); (4) safety; and (5) accessibility.

2.1.8 Habitat will provide a final report to the City in the format prescribed in the attached Exhibit A on or before December 31, 2021 that identifies and includes (1) how the City’s funds were used; (2) an analysis of the goals set forth in section 2.1.7 of this Agreement; and (3) the total numbers served and the total number of Georgetown residents served.

3. COSTS

3.1 The City agrees to pay Habitat an amount not to exceed $15,000 for use in the water
conservation efforts of the City’s Home Repair Program. The City will make a one-time lump sum payment on or before December 1, 2020. Habitat may use up to 10% of the total award for volunteer insurance related to delivery of repairs funded by this Agreement. Upon expiration of this Agreement, or upon Termination pursuant to Section 5 of this Agreement, Habitat shall return to the City any unused portion of the funds.

4. INDEMNIFICATION

4.1 HABITAT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS’ FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY HABITAT, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, HABITAT, OR ANY THIRD PARTY.

5. TERMINATION

5.1 This Agreement may be terminated by either Party at any time after providing at least 30 working days’ written notice to the other Party.

6. ASSIGNMENT

6.1 Habitat shall not assign, sublet, or transfer its interest in this Agreement without prior written consent of the City, which may be withheld for any reason. If such consent is granted, it shall then be the duty of Habitat, its successors and assigns, to give prompt written notice to the City of any assignment or transfer of any of Habitat’s rights in this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 No Waiver. No waiver by the City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

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

7.3 Notice. Any notices required or appropriate under this Agreement shall be given in writing to Habitat at Habitat for Humanity of Williamson County, Attn. Debbie Hoffman, P.O. Box 737, Georgetown, TX 78627, and to the City at City of Georgetown, Attn. City Manager, P.O.
7.4 **Headings.** The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.

7.5 **Jurisdiction and Venue.** This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Williamson County, Texas. This Agreement is made and is to be performed in Williamson County, Texas, and is governed by the laws of the State of Texas.

7.6 **Authorization.** The signers of this Agreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the party for which he or she is acting.

7.7 **Entire Agreement.** This Agreement and addenda contain the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon, and supersede all other agreements, oral or otherwise, none of which shall hereafter be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representation not herein written.

EXECUTED effective as of the date of final signature below.

[signature pages to follow]
HABITAT FOR HUMANITY:

Habitat for Humanity of Williamson County,
a Texas non-profit corporation

By: ________________________________
    Name
    Title

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me this _____ day of ______________, 2020
by _______________________, __________________ of Habitat for Humanity of Williamson County,
a Texas non-profit corporation on behalf of said company.

My Commission Expires: _______________________

      NOTARY PUBLIC, STATE OF TEXAS
THE CITY OF GEORGETOWN

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

By: ____________________________________
   Dale Ross
   Mayor

ATTEST:

__________________________________________
Robyn Densmore
City Secretary

APPROVED AS TO FORM:

__________________________________________
Skye Masson
City Attorney

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this _____ day of __________________, 2020 by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the city.

My Commission Expires: ____________________________

NOTARY PUBLIC, STATE OF TEXAS
Exhibit A: Final Report

Habitat will take photos of each home before and after repairs are made to submit with the Final Report to the City. In addition, Habitat will report information for each home repair as outlined in the table below.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Address</th>
<th>Repair Amount</th>
<th>Work performed by</th>
<th>Repair Detail</th>
<th>Goal met</th>
<th>Number of Georgetown Residents served</th>
<th>Program referral?</th>
</tr>
</thead>
</table>
SUBJECT:
Consideration and possible action to approve a Municipal Services Agreement with Aaker Acres, LLC, for the provision of municipal services to an approximately 35.298-acre tract of land out of the F. Hudson Survey, Abstract No. 295, and a 0.902-acre portion of Rabbit Hill Road, a variable width roadway, generally located at 1051 Rabbit Hill Rd - - Nat Waggoner, PMP, AICP, Long Range Planning Manager

ITEM SUMMARY:
Overview of Applicant’s Request:
The applicant is requesting annexation for a 35.298-acre tract generally located at 1051 Rabbit Hill Rd and a 0.902-acre portion of Rabbit Hill Rd, a right-of-way described to Williamson County. The subject property has a Future Land Use designation of Mixed Density Neighborhood.

The item under consideration tonight is to approve the municipal services agreement required for voluntary annexation submitted in accordance with State Law.

Meeting Schedule:
• 10/13/2020 – City Council Approves Municipal Services Agreement - TONIGHT
• 11/10/2020 – City Council Public Hearing and First Reading of Ordinance
• 11/24/2020 – City Council Second Reading of Ordinance

FINANCIAL IMPACT:
None. The Applicant has paid the required application fees.

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:
Nat Waggoner, PMP, AICP

ATTACHMENTS:
Exhibit 1 – Location Map
Exhibit B- Proposed Municipal Services Agreement
Presentation
MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF GEORGETOWN, TEXAS

AND AAKER ACRES, LLC

This Municipal Services Agreement ("Agreement") is entered into on the _____ day of _________________, ______ by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and Aaker Acres LLC (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 Rabbit Hill Rd, which consists of approximately 35.298 acres of land 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. 2020-10-ANX ("Annexation Case");

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Georgetown City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. PROPERTY. This Agreement is only applicable to the Property, which is the subject of the Annexation Case.

2. INTENT. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. MUNICIPAL SERVICES.

a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

i. **Fire Protection and Emergency Medical Services** – The City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department.

ii. **Police** – The City’s Police Department will provide protection and law enforcement services.

iii. **Planning and Development, Building Permits, and Inspections Services** - Upon annexation, the City will provide site plan review; zoning approvals; Building Code and other standard Code inspection services; City Code enforcement; sign regulations and permits; and Stormwater Permit services in the annexed.

iv. **Parks and Recreational Facilities**. Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

v. **Other Publicly Owned Buildings**. Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.

vi. **Library** – Upon annexation, library privileges will be available to anyone residing in the annexed area.

vii. **Stormwater Utility Services** – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees
will cover the direct and indirect costs of stormwater management services.

viii. Streets, Roads, and Street Lighting — The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City's preventative maintenance program.

ix. Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility — City-owned water and wastewater facilities that exist in the annexed area will be maintained in accordance with City ordinances, standards, policies and procedures.

x. Solid Waste Services — The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

xi. Code Compliance — The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.

xii. Animal Control Services — Upon annexation, the City shall provide animal control services in the annexed area.

xiii. Business Licenses and Regulations — Upon annexation, the City shall provide business licensing services (Carnivals Circuses and Other Exhibitions; Electrician's Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) in the annexed area

b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City's extension policies, capital improvements schedule, and applicable law and at rates established by City ordinances for such services.

c. The City may impose a fee for any municipal service in the area annexed if
the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.

d. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

e. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Williamson County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party’s right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.
or immunities.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

**CITY OF GEORGETOWN**

By: ____________________________

Dale Ross
Mayor
Approved as to Form:

____________________________
Skye Masson
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
By: [Signature]
(Signatory's Name)
(Signatory's Title)

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 21st day of September, 2020, by William H. Armstrong, Owner of [Name of individual signing, title (if any)] on behalf of said [insert name of company or individual where applicable].

By: [Signature]
Notary Public, State of Texas
NOTES:
1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD 83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR EMBODY INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

DATED 02-11-2020
REVISED 09-08-2020: REVISED BOUNDARY
REVISED 03-25-2020: REVISED ADJOINERS

Page 400 of 466
DESCRIPTION OF

DESCRIPTION OF A 36.20 ACRE TRACT OF LAND LOCATED IN THE F. HUDSON SURVEY, ABSTRACT 295, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN CALLED 35.77 ACRE TRACT OF LAND CONVEYED TO AAKER ACRES, LLC BY SPECIAL WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2018111796, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF RABBIT HILL ROAD, A VARIABLE WIDTH ROADWAY, SAID 36.20 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FollowS:

BEGINNING, at a 1/2 inch iron rod found for the northeast corner of PARK CENTRAL ONE SECTION 2 Subdivision, a map of which is recorded in Document No. 1997025683, said Official Public Records, same point being the southeast corner of said Aaker Acres Tract, same point being on the City of Georgetown City Limits as defined by City Ordinance 98-56, for the southeast corner of the herein described tract;

THENCE, South 68°47’11” West, with the north boundary line of said PARK CENTRAL ONE SECTION 2 subdivision, at 1523.96 feet, pass a 1/2 inch iron rod found on the east right-of-way line of Rabbit Hill Road, a variable width roadway, no record information found to date, for the southwest corner of said Aaker Acres Tract, in all a total distance of 1571.37 feet, to a point on the west right-of-way said Rabbit Hill Road, same line being the west boundary line of that certain called 1.146 acre tract of land conveyed to the City of Georgetown, of record in Document No. 2016114537, said Official Public Records for the southwest corner of the herein described tract;

THENCE, North 21°28’15” West, with said west right-of-way line of Ribbit Hill Road and said west boundary line of the 1.146 acre tract of land, a distance of 342.10 feet, to a point on the south boundary line of the remaining portion of that certain called 52.10 acre tract of land conveyed to The Grady and Rose Barton Real Estate, LP, of record in Document No. 2008085977, said Official Public Records, for the northwest corner of said 1.146 acre tract of land;

THENCE, North 68°34’27” East, with the north boundary line of said 1.146 acre tract of land, a distance of 19.47 feet, to a point on said west right-of-way line of said Rabbit Hill Road, same point being the southeast corner of said remainder of the 52.10 acre tract of land;

THENCE, North 21°27’08” West, continuing with the west right-of-way line of said Rabbit Hill Road, same line being the east boundary line of said remainder of the 52.10 acre tract of land, and continuing with the east boundary line of that called 2.064 acre tract of land conveyed to the City of Round Rock, of record in Volume 1466, Page 325, of the Deed Records of Williamson County, Texas, and continuing with the east boundary line of that certain called 49.86 acre tract of land conveyed to Celebration Church of record in Document No. 2005003123, said Official Public Records, in all a total distance of 667.89 feet, to a point on the south boundary line of that certain called 3.83 acre tract of land conveyed to the LCRA Transmission Service Corporation of record in Document No. 2014056420, said Official Public Records, for the northwest corner of the herein described tract;
THENCE, North 69°35'59" East, with the south boundary line of said 3.83 acre tract of land, a distance of 36.70 feet, to a point, for the southeast corner of said 3.83 acre tract of land;

THENCE, North 66°37'46" East, crossing said Rabbit Hill Road, a distance of 58.67 feet, to a 1/2 inch iron rod found for the northwest corner of said Aaker Acres Tract, same point being the southwest corner of CLEARVIEW ESTATES II Subdivision, a map of which is recorded in Cabinet F, Slide 297, of the Plat Records of Williamson County, Texas;

THENCE, North 68°56'42" East, with the north boundary line of said Aaker Acres Tract, same line being the south boundary line of said CLEARVIEW ESTATES II Subdivision, a distance of 1463.50 feet, to a 1/2 inch iron rod found for the northeast corner of said Aaker Acres Tract, same point being the southeast corner of said CLEARVIEW ESTATES II Subdivision, and for the northeast corner of the herein described tract;

THENCE, South 21°04'00" East, with the east boundary line of said Aaker Acres Tract, a distance of 1007.69 feet, to the POINT OF BEGINNING, and containing 36.20 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Steger & Bizzell Engineering Inc.

Miguel A. Escobar, LLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

P:\22000-22999\22729 Aakers Acres\Survey Data\Descriptions\22729-annex-aaker acres.docx

1978 S. Austin Ave
Georgetown, TX 78626
Item Under Consideration

2020-10-ANX

• Consideration and possible action to approve a Municipal Services Agreement with Aaker Acres, LLC, for the provision of municipal services to an approximately 35.298-acre tract of land out of the F. Hudson Survey, Abstract No. 295, and a 0.902-acre portion of Rabbit Hill Road, a variable width roadway, generally located at 1051 Rabbit Hill Rd, upon annexation.
Annexation Process

- Municipal Services Agreement
- Public Hearing & 1st Reading of an Ordinance
- 2nd Reading of an Ordinance
- P&Z Public Hearing & Recommendation on Zoning
Tentative Schedule

✓ 10/13/2020 – City Council Approves MSA- TONIGHT
• 11/10/2020 – City Council Public Hearing and 1st Reading of Ordinance
• 11/24/2020 – City Council 2nd Reading of Ordinance
Summary

• Consideration and possible action to approve a **Municipal Services Agreement** with **Aaker Acres, LLC**, for the provision of municipal services to an approximately **35.298-acre** tract of land out of the F. Hudson Survey, Abstract No. 295, and a **0.902-acre portion of Rabbit Hill Road**, a variable width roadway, generally located at **1051 Rabbit Hill Rd**, upon annexation.
SUBJECT:
Consideration and possible action to approve a Municipal Services Agreement with Serenada Capital LP, for the provision of municipal services to a 6.478 acre tract of land located in the David Wright Survey, Abstract 13, Being all of Lots 13 and 15, Serenada Country Estates Unit One Subdivision, generally located at 109 and 111 Serenada Drive and the adjacent right of way -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:
Overview of Applicant’s Request:
The applicant is requesting annexation for a 6.478-acre tract of land generally located at 109 and 111 Serenada Drive. The subject property has a Future Land Use designation of Neighborhood.

The item under consideration tonight is to approve the municipal services agreement required for voluntary annexation submitted in accordance with State Law.

Meeting Schedule:
• 10/17/2020 – City Council Approves Municipal Services Agreement - TONIGHT
• 11/3/2020 - P&Z Public Hearing & Recommendation on Initial Zoning
• 11/24/2020 – City Council Public Hearing and First Reading of Ordinance
• 12/8/2020 – 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:
Micheal Patroski, Planner

ATTACHMENTS:

Municipal Service Agreement
Location Map
Presentation
MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF GEORGETOWN, TEXAS
AND SERENADA CAPITAL, LP

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 Serenada Capital, LP ("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 109 & 111 Serenada Drive, which consists of approximately 6.478 acre tract of land located in the David Wright Survey, Abstract 13 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. 2020-8-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
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:

____________________________________
Skye Masson
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
SERENADA CAPITAL, LP

By:  
Jay Gantt  
Manager of Serenada Capital, LP

State of Texas §  
County of Williamson §

This instrument was acknowledged before me on the 9th day of September, 2020, by Jay Gantt, Manager of Serenada Capital, LP, on behalf of said Serenada Capital, LP.

By:  
Notary Public, State of Texas
DESCRIPTION OF

DESCRIPTION OF A 6.478 ACRE TRACT OF LAND LOCATED IN THE DAVID WRIGHT SURVEY, ABSTRACT 13, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOTS 13 AND 15, SERENADA COUNTRY ESTATES UNIT ONE SUBDIVISION, A MAP OF WHICH IS RECORDED IN CABINET B, SLIDE 339, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF SERENADA DRIVE, A 50 FOOT WIDE PUBLIC ROAD WAY, AS DEDICATED ON SAID RECORDED MAP OF SERENADA COUNTRY ESTATES UNIT ONE SUBDIVISION, SAID 6.478 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with cap stamped “STEGER BIZZELL” set on the northwest right-of-way line of said Serenada Drive, for the east corner of Lot 11, said SERENADA COUNTRY ESTATES UNIT ONE, same point being the south corner of said Lot 13, for a point in the southwest boundary line of the herein described tract;

THENCE, North 39°05'05" West, with the common line of said Lot 11 and said Lot 13, a distance of 586.18 feet, to a 1/2 inch iron rod with cap stamped “STEGER BIZZELL” set for the north corner of said Lot 11, same point being the east corner of said Lot 13, for the east corner of the herein described tract;

THENCE, North 62°03'55" East, with the northwest boundary line of said SERENADA COUNTRY ESTATES UNIT ONE, same line being the southeast boundary line of ESTRELLA CROSSING subdivision, a map of which is recorded in Document No. 2007036771, of the Official Public Records of Williamson County, Texas, a distance of 490.00 feet, to a MAG NAIL with washer stamped “STEGER BIZZELL” set for the north corner of said Lot 15, for the north corner of the herein described tract, same point being the west corner of that certain called 4.12 acre tract of land conveyed to Eura May Gantt, of record in Document No. 2019035631, said Official Public records;

THENCE, South 30°34'46" East, with the common line of said Lot 15 and said 4.12 acre tract of land, at 511.91 feet pass a MAG NAIL with cap stamped “STEGER BIZZELL” set on aforementioned northwest right-of-way line of Serenada Drive, for the east corner of said Lot 15, same point being the south corner of said 4.12 acre tract of land, in all a total distance of 567.90 feet to a point on the southeast right-of-way line of said Serenada drive, same line being the northwest boundary line of Lot 16, said SERENADA COUNTRY ESTATES UNIT ONE, for the east corner of the herein described tract;

1978 S. Austin Ave
Georgetown, TX 78626

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THENCE, with said southeast right-of-way line of Serenada Drive, same line being the northwest boundary line of Lots 16, 14, and 12, respectively, the following four (4) courses and distances:

1. South 32°21'26" West, a distance of 180.03 feet, to a 1/2 inch iron rod found;
2. South 55°56'25" West, a distance of 125.20 feet, to a 1/2 inch iron rod found;
3. South 81°55'21" West, a distance of 101.10 feet, to a point;
4. South 78°41'05" West, a distance of 16.64 feet, to a point at its intersection with the projected common line of said Lot 11 and said Lot 13;

THENCE, North 39°05'05" West, crossing said Serenada Drive, a distance of 56.73 feet to the POINT OF BEGINNING, and containing 6.478 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00014.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

Steger & Bizzell Engineering Inc.

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700
Lots 13 and 15 Serenada Country Estates Unit One 2020-8-ANX

City Council
October 13, 2020
Item Under Consideration

2020-3-ANX

- Consideration and possible action to approve a Municipal Services Agreement with Serenada Capital LP, for the provision of municipal services to a 6.478 acre tract of land located in the Davide Wright Survey, Abstract 13, Being all of Lots 13 and 15, Serenada Country Estates Unit One Subdivision, generally located at 109 and 111 Serenada Drive-Nat Waggoner, PMP, AICP, Long Range Planning Manager
Annexation Process

- Municipal Services Agreement
- Public Hearing & 1st Reading of an Ordinance
- 2nd Reading of an Ordinance
- P&Z Public Hearing & Recommendation on Zoning
Tentative Schedule

• October 13, 2020: Municipal Services Agreement
• November 3, 2020: Planning & Zoning Public Hearing (initial zoning designation only)
• November 24, 2020: Public Hearing & 1st Reading of Ordinance held at City Council Meeting
• December 8, 2020: 2nd Reading of Ordinance at City Council Meeting
Summary

- Consideration and possible action to approve a Municipal Services Agreement with Serenada Capital LP, for the provision of municipal services to a 6.478 acre tract of land located in the Davide Wright Survey, Abstract 13, Being all of Lots 13 and 15, Serenada Country Estates Unit One Subdivision, generally located at 109 and 111 Serenada Drive-Nat Waggoner, PMP, AICP, Long Range Planning Manager.
SUBJECT:
Consideration and possible action to approve the “Texas Water Code Section 13.248 Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement,” between the City of Georgetown and Kempner Water Supply Corporation (“Kempner WSC”) relating to the transfer of approximately 7,617.6 acres (approximately 12 square miles) located in Bell County from Georgetown’s Water Certificate of Convenience and Necessity (“CCN”) to Kempner WSC’s Water CCN -- Chelsea Solomon, Control Center Manager

ITEM SUMMARY:
By letter dated April 6, 2020, Kempner WSC requested the transfer of approximately 7,617.6 acres (approximately 12 square miles) located in Bell County, Texas (the “Transfer Area”) from Georgetown’s Water CCN to Kempner WSC’s Water CCN (See Attachment #1). The general location of the Transfer Area is shown on Attachment #2. Kempner WSC’s Water CCN area transfer request is one of three such requests received to date in 2020 – the two others are from the City of Liberty Hill and Jarell-Schwertner Water Supply Corporation. At the City Council Workshop on June 9, 2020, City staff presented all three Water CCN area transfer requests to the City Council for initial direction, and City Council authorized staff to commence negotiations with the requesting utilities.

This agenda item relates to the request by Kempner WSC. The City’s Water Utilities Department has evaluated Kempner WSC’s request and does not oppose it. The City has no retail water customers or water infrastructure in the Transfer Area, and no plans to extend water infrastructure to the Transfer Area. At the City’s request, Kempner WSC retained the services of NewGen Strategies & Solutions (“NewGen”) to determine what compensation amount would be due to the City under the Texas Water Code for the City’s relinquishment of the Transfer Area. NewGen issued a report dated September 14, 2020 finding that no compensation would be due to Georgetown using the applicable statutory factors, other than reimbursement of the City’s transactional costs (i.e., legal fees and costs for staff time needed to prepare the necessary applications and related filings with the Public Utility Commission of Texas (“PUC”) which must, in this instance, approve the transfer.) A copy of NewGen’s report is attached as Attachment #3.

The first step changing the boundaries of a Water CCN is execution of an agreement demonstrating that the changes are mutually agreeable to the retail water suppliers involved. A proposed agreement between the City and Kempner WSC is attached as Attachment #4. The Kempner WSC Board of Directors approved the agreement at their September 23, 2020 meeting. If the agreement is approved by the City, subsequent steps involve submittal of a “Sale, Transfer, Merger Application” (STM Application) to PUC for approval, after notice and opportunity for hearing.

FINANCIAL IMPACT:
The proposed Agreement will have no negative financial impact to the City inasmuch as the City has no water customers or existing water infrastructure in the proposed Transfer Area, and no plans to construct infrastructure on the current planning horizon. NewGen Strategies & Solutions has evaluated the proposed transaction using the applicable statutory factors and determined that no compensation would be due to the City for the transfer, except for reimbursement of the City’s transaction costs.

SUBMITTED BY:
Chelsea Solomon, Control Center Manager

ATTACHMENTS:

Kempner Request Letter
map
NewGen Report Final
Agreement
Presentation
April 6, 2020

Mr. Morgan
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, TX 78626

RE: Water Certificate of Convenience and Necessity (CCN)
    Purchase Request
    FM 2484 Between Salado WSC CCN and the Lampasas River

Dear Mr. Morgan:

Due to recent construction by WCID and inquiries for water service by landowners along both sides of FM 2484 between Salado WSC's service area and the Lampasas River, I submit the following request to purchase the water Certificate of Convenience and Necessity (CCN) from the City of Georgetown. A general and preliminary map showing the proposed area is attached to this purchase request.

The proposed service area is within the City of Georgetown's water CCN area and I have been told that the City does not have water facilities in the area. Kempner Water Supply Corporation does have the means to provide water service to the customers residing in the area. The transfer would be mutually beneficial and should be accomplished in a cooperative manner; this is not an attempt to grab service area over Georgetown's objection.

Feel free to contact me at delores@kempnerwsc.com or by phone at 254-681-8042 with any questions or comments.

Sincerely,

[Signature]

Delores Coberley, General Manager

ENC: Map of the City of Georgetown CCN along FM 2484 (approximately 6.3 miles).
This map is a representation of the information currently held by the City of Georgetown Utility Systems. While every effort has been made to ensure the accuracy of the product, G.U.S. makes no warranties regarding the veracity or precision of the information depicted or the data from which it was produced and assumes no liability for damages due to errors or omissions. This map is not suitable for survey purposes.

May 2020
September 14, 2020
Via email

Ms. Delores Coberley
Kempner Water Supply Corporation
11986 East Hwy 190
Kempner, TX 76539

Subject: CCN Compensation Analysis for Kempner Water Supply Corporation

Dear Ms. Coberley:

NewGen Strategies and Solutions, LLC (NewGen) has completed our compensation analysis for the service area currently held by the City of Georgetown (City) that Kempner Water Supply Corporation (KWSC) desires to decertify and acquire. For reference, the subject area under consideration is illustrated in Attachment A.

Governing Statute and Rules

NewGen’s analysis, and indicated opinion concerning compensation amount, follows the requirements of Texas Water Code (TWC) §13.254(g). The factors ensuring that the compensation to a retail public utility is just and adequate include:

1. The value of real property owned and utilized by the retail public utility for its facilities according to the standards set forth in Texas Properties Code, Chapter 21;
2. The amount of the retail public utility's debt allocable for service to the area in question;
3. The value of the service facilities of the retail public utility located within the area in question;
4. The amount of any expenditures for planning, design, or construction of service facilities that are allocable to service to the area in question;
5. The amount of the retail public utility's contractual obligations allocable to the area in question;
6. Any demonstrated impairment of service or increase of cost to consumers of the retail public utility remaining after the decertification;
7. The impact on future revenues lost from existing customers;
8. Necessary and reasonable legal expenses and professional fees; and
9. Other relevant factors.

Documentation Reviewed

In conducting this analysis, the following documentation was reviewed and relied upon:

- The subject area map included herein as Attachment A;
- Correspondence by and between each entities’ legal counsel and NewGen; and
- Correspondence by and between the individual parties and NewGen.
It should be noted that the majority of NewGen's analysis relies on representations made by the parties and their respective legal counsels. While a limited amount of data was requested, supporting documentation was either not available or not provided. NewGen understands that the parties have conferred extensively regarding this matter and are in general agreement around the majority of the parameters outlined below. To the extent either party challenges the conclusions outlined, NewGen respectfully requests the opportunity to request additional documentation and revise our findings and conclusions based on this documentation.

Analysis of Compensation Criteria
The following discusses each of the factors outlined in TWC §13.254(g) and NewGen's analysis of each factor:

1. “The value of real property owned and utilized by the retail public utility for its facilities . . .”

   Findings:
   At this time, NewGen understands that the City has not committed or dedicated any facilities or lines to provide water service to the subject area. Further, no documentation has been provided which would demonstrate the City has performed any acts to provide service to the subject area. Based on this, NewGen is of the opinion that the subject area is not receiving water service in any capacity from the City.
   Given that the City has no facilities within the subject area, nor has performed any acts to supply service to the subject area, it is our opinion that no real property is owned or utilized by the City to supply service to the subject area.

2. “The amount of the retail public utility's debt allocable for service to the area in question.”

   Findings:
   It is NewGen’s understanding that the City has no facilities and/or customers within the subject area, nor has performed acts or supplied anything to the subject area. Given this understanding, it is our opinion no debt is allocable to this area.

3. “The value of the service facilities of the retail public utility located within the area in question.”

   Findings:
   As indicated above, the City does not maintain service facilities in the area in question. Given this, it is our opinion that there is no value to be assigned associated with service facilities located within the area in question.

4. “The amount of any expenditures for planning, design, or construction of service facilities that are allocable to service to the area in question.”

   Findings:
   At this time, NewGen has not been provided any data indicating the City has incurred professional fees for the planning or design of facilities in the subject area. Further, given the above findings that there are no facilities in the subject area, NewGen is of the opinion that there are no expenditures for planning, design, or construction for service facilities allocable to the area.
5. “The amount of the retail public utility’s contractual obligations allocable to the area in question.”

Findings:
NewGen is not aware of any contractual obligations allocable to the area in question.

6. “Any demonstrated impairment of service or increase of cost to consumers of the retail public utility remaining after the decertification.”

Findings:
Given that there are no current customers or facilities within the subject area, it is our opinion that there will be no impairment of services and/or increase in costs to the remaining customers of the City as a result of decertification, as no current customers contribute to fixed cost recovery currently from the subject area.

7. “The impact on future revenues lost from existing customers.”

Findings:
There are no existing customers within the subject area; therefore, there is no anticipated loss of future revenues from the subject area.

8. “Necessary and reasonable legal expenses and professional fees.”

Findings:
Based on communication with legal counsel, NewGen understands that the parties have agreed that the City’s legal fees and other transactional costs will be addressed separately from this compensation analysis and will not be part of the compensation amount for the service area. NewGen understands that at this time, the City has incurred approximately $3,000 in legal fees specific to this matter.

9. “And other relevant factors.”

Findings:
We are unaware of any other relevant factors to be considered within this proceeding which would merit further analysis for determining just and adequate compensation.

Conclusion:
Based upon our analysis, as governed by TWC §13.254(g), it is our opinion that the compensation necessary for decertification of the subject area is zero dollars ($0.00). However, the City is due appropriate compensation for prudent, relevant legal fees incurred as discussed above.

NewGen appreciates the opportunity to assist you in this matter. Should you have questions on review, please feel free to reach out to me at 972.232.2234 or via e-mail at cekrut@newgenstrategies.net.

Sincerely,

NewGen Strategies and Solutions, LLC

[Signature]
Chris Ekrut
Chief Financial Officer
KEMPNER/GEORGETOWN CCN Transfer Area

Area CCN's

Transfer Area 7617.60 Acres

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TEXAS WATER CODE SECTION 13.248 - RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER AGREEMENT

This TEXAS WATER CODE SECTION 13.248 - RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER AGREEMENT (this "Agreement") is made to be effective on the latest date accompanying the signature lines below (the “Effective Date”), and is by and between CITY OF GEORGETOWN, TEXAS ("Georgetown"), a home rule municipality organized and existing under the laws of the State of Texas, and KEMPNER WATER SUPPLY CORPORATION ("Kempner"), a nonprofit rural water supply corporation organized under Chapter 67 of the Texas Water Code for the purposes stated in Texas Water Code § 67.002 (individually a “Party,” collectively, the "Parties"), in connection with the boundary lines of the Certificates of Convenience and Necessity ("CCNs") held by Georgetown and Kempner for the provision of retail water services to users pursuant to the Texas Water Code.

RECITALS
WHEREAS, Georgetown is the holder of retail water Certificate of Convenience and Necessity Number 12369 ("Georgetown CCN"), authorizing Georgetown to provide retail water service to certain areas in Williamson, Burnet, and Bell Counties; and

WHEREAS, Kempner is the holder of retail water CCN Number 10456 ("Kempner CCN"), authorizing Kempner to provide retail water service to certain areas in Lampasas, Burnet, and Bell Counties; and

WHEREAS, the Georgetown CCN borders the Kempner CCN for a distance of approximately two miles in Bell County; and

WHEREAS, Kempner desires to become the sole retail water service provider to customers within the approximately 7,617.6 acre area (approximately 12 square miles) shown on the maps attached as Exhibit A and incorporated herein by this reference (the “Transfer Area”), and has existing facilities near the Transfer Area; and

WHEREAS, as of the Effective Date, there are no retail water customers in the Transfer Area, nor does Georgetown have any facilities in or near the Transfer Area; and

WHEREAS, because there are no customers in the Transfer Area as of the Effective Date, there will be no rate change associated with this Agreement; and
WHEREAS, on August 4, 2020 Georgetown sent, and Kempner hereby acknowledges receipt of, a copy of 16 Tex. Admin Code § 24.239; and

WHEREAS, the Georgetown City Council and the Kempner Board of Directors each considered and approved this Agreement at meetings conducted in compliance with the Texas Open Meetings Act; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties hereto agree as follows:

AGREEMENT

ARTICLE 1. TRANSFER OF THE TRANSFER AREA

1.01 Recitals. The recitals herein set forth above are incorporated into the Agreement for all purposes and are found to be true and correct.

1.02 Exclusive Agreement. This Agreement is an exclusive, one-time Agreement between Georgetown and Kempner and the intent of the Agreement is to commence the regulatory process to transfer a portion of the Georgetown CCN to the Kempner CCN in order for Kemper to provide retail water service to customers in the Transfer Area for the Consideration.

1.03 Transfer of the Transfer Area. In accordance with Section 13.248 of the Texas Water Code, but at all times subject to the terms and conditions of this Agreement and approval of the Public Utility Commission of Texas (the "PUC"), Georgetown hereby agrees to the reduction and modification of the boundaries of the Georgetown CCN to transfer or cancel the Transfer Area portion of the Georgetown CCN shown in Exhibit A. In accordance with Section 13.248 of the Texas Water Code, but at all times subject to the terms and conditions of this Agreement and the approval of the PUC, Kempner hereby agrees to the expansion and modification of the boundaries of the Kempner CCN to include the Transfer Area shown in Exhibit A. Other than the transfer of the Transfer Area from the Georgetown CCN to the Kempner CCN, no other changes to the Georgetown CCN or the Kempner CCN shall result from this Agreement.

1.04 Sale, Transfer, Merger Application. Kempner and Georgetown agree to take all necessary steps to prepare, file, and advance an application at the PUC to sell, transfer and merge the Transfer Area from the Georgetown CCN to the Kempner CCN (the "Joint STM Application") prepared in compliance with Texas Water Code §§ 13.242(a), 13.301 and 16 Tex. Admin Code §§ 24.225(a), 24.239 and any other applicable laws, rules or policies and obtain all other necessary regulatory approvals, if any. Kempner shall take the lead on preparing, filing, and advancing the Joint STM Application. Georgetown will
cooperate with Kempner regarding the preparation and filing of the Joint STM Application, subject to Kempner’s obligation to reimburse Georgetown when and as required by Section 1.05 of this Agreement. Within thirty (30) days after the Effective Date of this Agreement, Kempner shall file the Joint STM Application with the PUC. If the Joint STM Application is contested, then: (a) if Kempner and Georgetown mutually agree to pursue approval of the Joint STM Application by participating in the administrative hearing process, Kempner shall take the lead in the litigation and Georgetown will cooperate with Kempner in pursuing approval of the Joint STM Application with each Party bearing its own litigation costs, but neither Party is authorized to enter into any settlement agreement or agreed order, amend the Joint STM Application, or alter the Transfer Area without the written consent of the other Party; or (b) if one Party provides Notice to the other Party of its desire to withdraw the Joint STM Application (the “Termination Notice”) rather than participate in the administrative hearing process, this Agreement will be deemed terminated effective on the date that the Termination Notice was received, except that Kempner’s obligation to pay Georgetown as and when required by Section 1.05 of this Agreement shall survive termination. If on its own motion or after a contested case hearing the PUC does not issue an order approving the Joint STM Application, Kempner may, at its sole option, cost and expense, appeal the PUC determination or terminate this Agreement. Notwithstanding anything in this Section to the contrary, Kempner’s obligation to reimburse Georgetown for fees, costs and expenses associated with the Joint STM Application shall survive termination.

1.05 Consideration.

1.05.01 Reimbursement of Georgetown’s Direct Costs. Kempner agrees that Georgetown shall not be required to incur any costs associated with efforts to transfer the Transfer Area from the Georgetown CCN to the Kempner CCN. As partial compensation for Georgetown’s consent to transfer the Transfer Area from Georgetown’s CCN to Kempner’s CCN, Kempner agrees to reimburse Georgetown for all fees, costs and expenses incurred by Georgetown related to negotiating and drafting of this Agreement, the Joint STM Application, and any other related or required submittals and obtaining PUC approval of same including, without limitation, staff time for mapping and other technical services billed at the rate of $34.00 per hour, reasonable attorney’s fees, and any other reasonable professional, administrative, or technical fees, costs and expenses related to same (“Georgetown’s Direct Costs”). On or before the close of business on the day that is 45 calendar days after receipt by Kempner of a statement or invoice for Georgetown’s Direct Costs (the “Cost Reimbursement Due Date”) Kempner shall pay Georgetown the amount invoiced in readily available funds received via bank wire. Kempner shall contact Georgetown to obtain bank wiring instructions at least seven (7) business days before the Cost Reimbursement Due Date. Invoices or statements for Georgetown’s Direct
Costs will be sent by Georgetown to Kempner on a monthly or other semi-regular basis as work progresses and continue until the transaction contemplated by this Agreement are completed.

1.05.02 **Statutory Compensation Analysis.** The Parties acknowledge receipt of a compensation analysis dated September 14, 2020 prepared by NewGen Strategies & Solutions, 275 W. Campbell Road, Suite 440, Richardson, TX 75080, relating to the value of the Transfer Area calculated using the factors set forth in Texas water Code Section 13.254(g) and finding that no additional consideration is due for the decertification of the Transfer Area other than payment by Kempner of Georgetown’s Direct Costs.

1.06 **Future Water Transmission Line and Water Supply.** Georgetown has notified Kempner that it may construct one or more water transmission lines through the Transfer Area, and/or may seek to obtain a water supply from Kempner and/or Bell County Water Control and Improvement District #1 on a long-term or emergency-interconnect basis, and Kempner agrees to cooperate with and not to oppose those efforts directly or indirectly, provided that Kempner shall not be obligated to pay Georgetown’s fees or costs for same or allow uncompensated use of Kempner’s easements, and provided further that any easements, licenses, water supply contracts or other arrangement between Kempner and Georgetown must be memorialized in writing and approved by the governing bodies of both Kempner and Georgetown. Kempner’s obligation under this Section 1.06 shall survive the termination of this Agreement.

1.07 **Kempner’s Obligation to Serve.** Upon PUC approval of the transfer of the Transfer Area to the Kempner CCN, Kempner shall be responsible for providing retail water service to the Transfer Area under such terms and condition as are allowed under the Kempner CCN and any applicable governmental statutes and regulations.

1.08 **No Georgetown Obligation to Serve.** Upon PUC approval of the revisions to its CCN boundary removing the Transfer Area from the Georgetown CCN, Georgetown shall have no obligation to provide retail water service to the Transfer Area.

**ARTICLE 2. NOTICES**

2.01 **Notice.** The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“Notice”) required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party by: (i) delivering the same in person, (ii) depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, (iii) depositing the same with FedEx or
another nationally recognized courier service guaranteeing “next day delivery,”
addressed to the Party to be notified, or (iv) if an email address is provided in this Section,
sending the same by electronic mail with confirming copy sent by mail. Notice deposited
in the United States mail in the manner herein above described shall be deemed effective
from and after the date reflected on the return receipt. Notice given in any other manner
shall be effective only if and when received by the Party to be notified as reflected by a
written receipt or confirmation. For the purposes of notice, the addresses of the Parties,
until changed as provided in Section 2.20 of this Agreement, shall be as follows:

Georgetown:
City of Georgetown
808 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attention: City Manager

With required copy to:
City of Georgetown
809 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attention: City Attorney

Kempner:
Kempner Water Supply Corporation
11096 East Hwy. 190
Kempner, Texas 76539
Attention: General Manager
delores@kempnerWSC.com

With required copy to:
Patrick Lindner
Davidson, Troilo, Ream & Garza, P.C.
601 NW Loop 410, Suite 100
San Antonio, Texas 78216
plindner@dtrglaw.com

2.02 Change of Address for Notice. A Party may change its address for Notice by
giving Notice of such change to the other Party in the same manner as described in
Section 2.01 of this Agreement.
ARTICLE 3. MISCELLANEOUS

3.01 **Governing Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Texas. All acts required or permitted to be performed hereunder are performable in Williamson County, Texas, and it is agreed that any civil action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought in a court of competent jurisdiction sitting in Williamson County, Texas. It is agreed that any administrative law action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought at the PUC or its successor agency.

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

3.03 **Unintended Omission.** If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision in this Agreement is omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

3.04 **Limitation of Liability.** In no event shall either Party or any of its respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for any special, indirect, non-compensatory, consequential, incidental, punitive or exemplary damages of any type, including lost profits, loss of business opportunity or business interruptions irrespective of whether such damages are reasonably foreseeable or whether such claims arise in contract, tort (including negligence, whether sole, joint, or concurrent or strict liability) or otherwise, arising out of this Agreement.

3.05 **Effect of State and Federal Laws.** Notwithstanding any other provision of this Agreement, the Parties shall comply with all applicable statutes or regulations of the PUC, the United States, and the State of Texas, and any rules implementing such statutes or regulations.

3.06 **Amendment.** This Agreement shall not be amended except by written instrument signed by all Parties to this Agreement.

3.07 **Time.** Time is of the essence in all things pertaining to the performance of this Agreement.
3.08 Authority for Execution. Georgetown hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the laws, regulations, and ordinances applicable to the city. Kempner hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the laws, regulations and orders applicable to Kempner. Information pertaining to public notice per 16 Tex. Admin. Code Section 24.253(c)(2) and (3) is attached hereto under Exhibit B, incorporated herein by this reference, consisting of a copy of the meeting agenda and minutes for the meeting during which this Agreement was discussed and affidavits attesting to the date of those meetings.

3.09 Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, Kempner represents and certifies that, at the time of execution of this Agreement neither Kempner, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. Pursuant to Chapter 2252, Texas Government Code, Georgetown represents and certifies that, at the time of execution of this Agreement neither Georgetown, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

3.10 Prohibition Against Boycotting Israel. As required by Chapter 2270, Texas Government Code, Kempner hereby verifies that Kempner does not boycott Israel and will not boycott Israel through the term of this Agreement, and Georgetown hereby verifies that Georgetown does not boycott Israel and will not boycott Israel through the terms of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

3.11 Entire Agreement. This Agreement and the attached Exhibits, which are incorporated into this Agreement by reference, reflects the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior and
contemporaneous agreements and understandings of the Parties in the connection herewith.

3.12 **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and which may be transmitted electronically, and all of which together shall be construed as one and the same instrument.

3.13 **Assignment.** This Agreement may not be assigned by any Party, except by the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties approved and executed this Agreement to be effective on the Effective Date.

**KEMPNER WATER SUPPLY CORPORATION**, a Texas non-profit water supply corporation

Attest:

__________________________
George McClintock,
Secretary, Board of Directors

By:________________________
Ric Dominowski,
President, Board of Directors

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me the ___ day of ________________, 2020, by Ric Dominowski, President of the Board of Directors of Kempner Water Supply Corporation, a Texas non-profit corporation, on behalf of said corporation.

(seal)

Notary Public State of Texas
CITY OF GEORGETOWN, TEXAS
a Texas Home Rule Municipal Corporation

Attest:

__________________________
By: __________________________
Robyn Densmore
Printed Name:_____________________
Title: City Secretary
Title: Mayor

Approved as to form:

____________________________________
Skye Masson, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ___ day of ______________________, 2020, by _____________________________________, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

____________________________________
Notary Public State of Texas
EXHIBIT A
TRANSFER AREA MAPS
This map is a representation of the information currently held by the City of Georgetown Utility Systems. While every effort has been made to ensure the accuracy of the product, G.U.S. makes no warranties regarding the veracity or precision of the information depicted or the data from which it was produced and assumes no liability for damages due to errors or omissions.

This map is not suitable for survey purposes.
EXHIBIT B
PROOF OF NOTICE OF TWC SECTION 13.248 AGREEMENT

Index:
1. Affidavit, and Certified Agenda and Minutes of City Council Meeting, City of Georgetown
2. Affidavit, and Certified Agenda and Minutes of Board of Directors of Kempner WSC
AFFIDAVIT OF GLENN W. DISHONG
(City of Georgetown, Texas)

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

On this day, Glenn W. Dishong appeared before me, the undersigned notary public, and after I administered an oath to him, upon his oath, he said:

I. "My name is Glenn Dishong. I am the Director of Water Utilities for the City of Georgetown, Texas. I am more than 21 years of age and capable of making this affidavit ("Affidavit"). I have personal knowledge of the facts stated herein, which are true and correct.

2. I am employed as the Director of Water Utilities for the City of Georgetown and coordinate on water utility issues directly with my colleagues at the City of Georgetown who prepare and post notices of City Council Agendas at least 72 hours prior to City Council meetings in accordance with the Texas Open Meetings Act.

3. I have prepared this affidavit to address Public Utility Commission Rule 24.253(c)(3) in support of the City of Georgetown’s joint petition with Kempner Water Supply Corporation filed under Section 13.248 of the Texas Water Code requesting approval of the Parties’ Texas Water Code Section 13.248 Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement (CCN Transfer Agreement), which is effective ________________.

4. I am aware of Public Utility Commission Rule 24.253(c)(3) which requires that '[i]f notice was provided in accordance with paragraph (1) or (2) of this subsection, both parties to the contract under this section shall ensure that the following are filed with the commission: an affidavit attesting to the date that notice was provided and copies of the notice that was sent.' Both Parties are complying with paragraph (2) of Rule 24.253(c) by submitting with our petition their respective meeting agendas and meeting minutes, which reflect our respective notices to the public and action taken regarding our above-referenced CCN Transfer Agreement.

5. By this affidavit, I am attesting to the date that the City of Georgetown notice was provided and am attaching a copy of that notice-specifically, the City of Georgetown City Council’s publicly noticed agenda for its meeting held on _______________, 2020, beginning at 6:00 PM as well as the minutes of that meeting showing the action taken to
Approve the CCN Transfer Agreement. I am personally aware that this notice was timely posted at least 72 hours in advance of the meeting.

6. This affidavit is also filed in accordance with Texas Rules of Evidence 803(6) and 902(10) to ensure this attached notice/agenda and minutes are helpful to the Administrative Law Judge and admissible. These attachments are an exact duplicate of the original records, and are true and correct copies of the notice/agenda and minutes. It is the regular practice of the City of Georgetown to make and/or maintain these types of records, or to incorporate into City of Georgetown’s records, at or near the time of each act, event, condition, or opinion set forth in the records, or reasonably sooner thereafter. It is the regular practice of the City of Georgetown for these types of records to be made by, or from information transmitted by, persons with knowledge of the matter set forth in them, or to incorporate those documents into the City of Georgetown’s records. It is the regular practice of the City of Georgetown to make, keep or incorporate these types of records in the course of regularly conducted business activity.

7. There are no retail water customers within the CCN Transfer Area.”

By: ____________________________  
Glenn Dishong, Director of Water Utilities, City of Georgetown, Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was sworn to and acknowledged before me on ______________________, 2020 by Glenn Dishong, Director of Water Utilities, City of Georgetown, Texas.

__________________________________________
Notary Public, State of Texas
STATE OF TEXAS §

COUNTY OF WILLIAMSON §

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, am the legal custodian of the City’s files and records. I hereby certify that the attached are true, accurate and complete copies of the City of Georgetown, Texas’ instruments and records as those instruments and records are filed in the official records of the City of Georgetown, Texas, specifically consisting of the certified agenda for the City of Georgetown, Texas City Council meeting held on _____________________________, 2020 beginning at 6:00 P.M. and the signed and approved minutes of that meeting.

By:______________________________
Robyn Densmore, City Secretary, City of Georgetown, Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was sworn to and acknowledged before me on _____________________________, 2020 by Robyn Densmore, City Secretary, City of Georgetown, Texas.

______________________________
(seal) Notary Public, State of Texas
AFFIDAVIT OF DELORES COBERLEY  
(Kempner WSC)

STATE OF TEXAS §
COUNTY OF BELL §

On this day, Delores Coberley appeared before me, the undersigned notary public, and after I administered an oath to her, upon her oath, she said:

I. "My name is Delores Coberley. I am the General Manager of the Kempner Water Supply Corporation ("WSC"). I am more than 21 years of age and capable of making this affidavit ("Affidavit"). I have personal knowledge of the facts stated herein, which are true and correct.

2. I am employed as the General Manager of the Kempner WSC. One of my duties is to prepare and post notices of Board of Directors Agendas at least 72 hours prior to Board meetings in accordance with the Texas Open Meetings Act.

3. I have prepared this affidavit to address Public Utility Commission Rule 24.253(c)(3) in support of Kempner WSC’s joint petition with City of Georgetown filed under Section 13.248 of the Texas Water Code requesting approval of the Parties’ Texas Water Code Section 13.248 Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement (CCN Transfer Agreement), which is effective ______________, 2020.

4. I am aware of Public Utility Commission Rule 24.253(c)(3) which requires that '[i]f notice was provided in accordance with paragraph (1) or (2) of this subsection, both parties to the contract under this section shall ensure that the following are filed with the commission: an affidavit attesting to the date that notice was provided and copies of the notice that was sent.' Both Parties are complying with paragraph (2) of Rule 24.253(c) by submitting with our petition their respective meeting agendas and meeting minutes, which reflect our respective notices to the public and action taken regarding our above-referenced CCN Transfer Agreement.

5. By this affidavit, I am attesting to the date that Gum Springs notice was provided and am attaching a copy of that notice-specifically, the Kempner WSC’s publicly noticed agenda for its meeting held on ______________, 2020, beginning at 6:00 PM as well as the minutes of that meeting showing the action taken to Approve the CCN Transfer Agreement. I am personally aware that this notice was timely posted at least 72 hours in advance of the meeting.
6. This affidavit is also filed in accordance with Texas Rules of Evidence 803(6) and 902(10) to ensure this attached notice/agenda and minutes are helpful to the Administrative Law Judge and admissible. These attachments are an exact duplicate of the original records, and are true and correct copies of the notice/agenda and minutes. It is the regular practice of Kempner WSC to make and/or maintain these types of records, or to incorporate into Kempner WSC’s records, at or near the time of each act, event, condition, or opinion set forth in the records, or reasonably sooner thereafter. It is the regular practice of Kempner WSC for these types of records to be made by, or from information transmitted by, persons with knowledge of the matter set forth in them, or to incorporate those documents into Kempner WSC’s records. It is the regular practice of Kempner WSC to make, keep or incorporate these types of records in the course of regularly conducted business activity.

7. There are no retail water customers located in the CCN Transfer Area.”

FURTHER AFFIANT SAYETH NOT.

By: ____________________________
Delores Coberley, General Manager, Kempner Water Supply Corporation

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on __________________________, 2020 by Delores Coberley, General Manager of the Kempner Water Supply Corporation.

__________________________________________
(seal) Notary Public, State of Texas
Water CCN Transfer

City Council Meeting Oct 27, 2020
Prior Council Feedback Provided

• At June 9th Council Meeting, staff was directed to move forward with the potential CCN transfer responsive to the following requests
  • Liberty Hill
  • Kempner WSC
  • Jarrell-Schwertner WSC
Considerations

• Pro
  • Water Service to residents in the area at lower cost due to KWSC infrastructure presence
  • Develop relationship with KWSC and BCWCID#1
  • City Water Resources spread over slightly smaller CCN

• Cons
  • Small transfer
Deal Points

- Service Area
  - 11.9 Sq Miles
  - No Infrastructure
  - No Customers
- Independent Review of Value
  - Required by Statute
  - Done by NewGen Strategies
  - Determined Value - $0
- Kempner to lead regulatory filing
- Payment to City
  - Legal Costs – Approx $7500
  - Mapping Costs - $34/hr
- Kempner can cancel if opposed in regulatory process
Deal Points

- Service Area
  - 11.9 Sq Miles
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  - Determined Value - $0
- Kempner to lead regulatory filing
- Payment to City
  - Legal Costs – Approx $7500
  - Mapping Costs - $34/hr
- Kempner can cancel if opposed in regulatory process
Questions/Next Steps

1) Water Board Action - Recommend approval of the Contract between Kempner WSC and Georgetown
2) City Council Action - Approval of Contract between Kempner WSC and Georgetown
3) Kempner WSC to submit required Regulatory Application