

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.

REVISED AGENDA

Join from a PC, Mac, iPad, iPhone or Android device, please click this URL to join:

**[https://georgetowntx.zoom.us/j/94838641608?](https://georgetowntx.zoom.us/j/94838641608?pwd=cDVpWnROZUo5QnR4MGVmcSt0SFNsQT09)
[pwd=cDVpWnROZUo5QnR4MGVmcSt0SFNsQT09](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 (ITSAC)** 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** -- Greg Berglund, Asst. 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 Helgersen**; 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, 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
- 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

Legislative Regular Agenda

- Z **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
- AA **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
- AB **First reading** of Ordinance **amending Section 13.04.180, "Rates and Charges—Solid Waste Disposal – Schedule"** of the Code of Ordinances of the City of Georgetown -- Ray Miller, Director Public Works and Teresa Chapman, Environmental Services
- AC **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
- AD **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
- AE **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

- AF **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
- AG **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
- AH 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
- AI 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
- AJ 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
- AK 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.

AL 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.

AM 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

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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:

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SUBMITTED BY:

Robyn Densmore, City Secretary

ATTACHMENTS:

CC Workshop Minutes 09.22.2020

CC Reg Minutes 09.22.2020

CC Spec Meeting Minutes 07.21.2020

CC Spec Meeting Minutes 07.22.2020

**Notice of Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, September 22, 2020**

The Georgetown City Council will meet on Tuesday, September 22, 2020 at 3:00 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.

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

Council Member Calixtro joined during Item A and Council Member Gonzalez joined during Item C.

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

- A. Presentation and discussion regarding the 2020 Citizen Survey -- Dr. Thomas Longoria, Professor and Director of Center for Research, Public Policy, and Training at Texas State University; and Bridget Hinze Weber, Assistant to the City Manager

Weber introduced the item and then introduced Longoria.

Longoria presented the item and provided a presentation overview. He then provided a survey overview and noted that the survey will use the following: Likert Scale survey instrument; demographic and geographic section that is key in keeping the survey accurate; will contain twelve Focus Areas with typically four to eight questions per Focus Areas; and the Texas State has provided a refined instrument that reduced repeated questions and has more opportunities for open-ended feedback. Longoria then reviewed the twelve base focus areas that are: quality of life; service utilization; mobility; media usage; development; perception of government; public safety; employee interaction; service quality for utilities; perception of safety; service quality related to parks and the library; and value for taxes. He then provided the revised project timeline as follows: in September receive Council direction on survey; on September 30, 2020 Texas State University finalizes survey instrument; in October Texas State University mails survey; in November Texas State University launches open survey link available; in late November analyzation of results; in December utilize focus groups; and in January provide a submission of full report and presentation of findings made to Council. Longoria asked if Council would like to ask questions this year related to COVID-19. He then noted the efforts to improve response noting: continuing to direct mail survey; promoting online survey to entire community; analyzing results to ensure data reflects

household data; and having more robust efforts to improve renter response (e.g., customized message on mailing envelope and focus group with renters). Longoria then asked that Council confirm the survey questions, timeline, and efforts to improve results.

Jonrowe agreed with continuing the usual questions and adding questions related to COVID-19. She stated that the timeline looks good and she appreciates the effort to reach renters.

Pitts asked if Longoria has any proposed COVID-19 questions. Longoria responded that the responses to the existing questions will be influenced by COVID-19, so he proposed language at the beginning of the questionnaire related to how people viewed things before COVID-19. He then noted asking questions at the end of the survey related to how the City can prioritize efforts coming out of COVID-19. Longoria did not have specific questions but said he would work with staff to formulate them but wanted to have Council buy-in before proceeding with COVID-19 related questions. Pitts asked about open-ended questions. Longoria responded that there are several. He noted that another City has received several COVID-19 related comments in the open-ended questions and that a possible option to receive COVID-19 related feedback could be during the focus groups. Pitts asked about the possibility of adding the open-ended question related to what the City does well and what they could improve upon overall. He added that it might provide needed perspective. Longoria agreed.

Fought stated that he likes the question about where citizens get their information and would like to see it stay in. He added that there should be a COVID-19 questions that is open-ended. Fought stated that he agrees with Pitts and gets more out of the narrative that the ranking and he would like to read the raw data. Longoria noted that the City of Buda asked what media sources people use and which they prefer. Fought noted related asking people what they do more and what they do less of related to COVID-19 would be helpful.

Triggs approved of the survey questions, timeline, and agreed with previous Council input. He noted that narratives are helpful

Calixtro asked how many surveys Longoria had done with the City. Longoria responded at least four.

- B. Presentation, discussion and direction regarding water rates and the water cost of service study -- Glenn Dishong, Water Utilities Director and Matthew Garrett, NewGen Strategies and Solutions

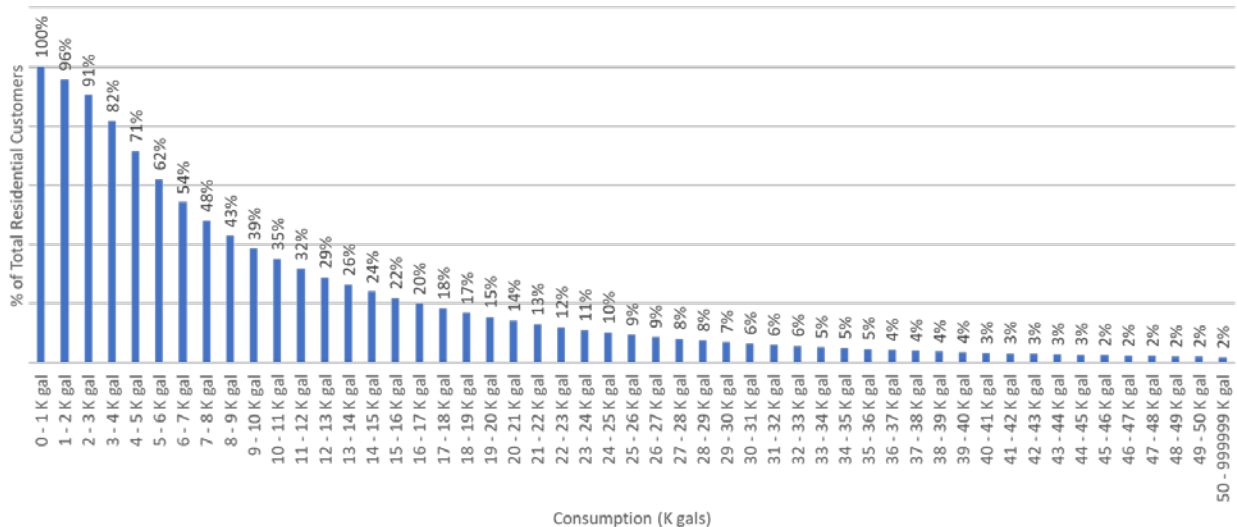
Dishong introduced the item and turned the presentation over to Garrett.

Garrett presented and provided a recap and board feedback. He reviewed the projected combined utility performance under current revenues and that the combined utility is estimated to not recover revenue required as early as FY 2021 with days cash on hand reserves to drop below 90 Days as early as FY 2023. Garrett added that the Water Monthly Base Charge revenues is estimated to not recognize Water Fixed Cost of Service as early as FY 2021. He then provided a summary introduction of discussion and presentations to date. Garrett reviewed the feedback to date as follows: City Council on August 25, 2020 addressed

Financial Policy compliance with increasing minimum charges based on \$1.50 on 3/4" meters achieves the 75% target, equitable cost of service noting that residential revenues have the greatest shortfall and are the primary focus this year, Conservation Plan moving the residential top tier down to 25,000 gallons impacts fewer than 10% of customer bills, will improve residential conservation, and is common in the market; and Board feedback on September 10, 2020 where the Board agreed on the major Council objectives and generally preferred the 0-7,000 gallons for Tier 1 rates. He then reviewed rate options for the residential volumetric rate design based on historical customer usage characteristics and feedback from the City, the following Residential alternatives were determined as follows:

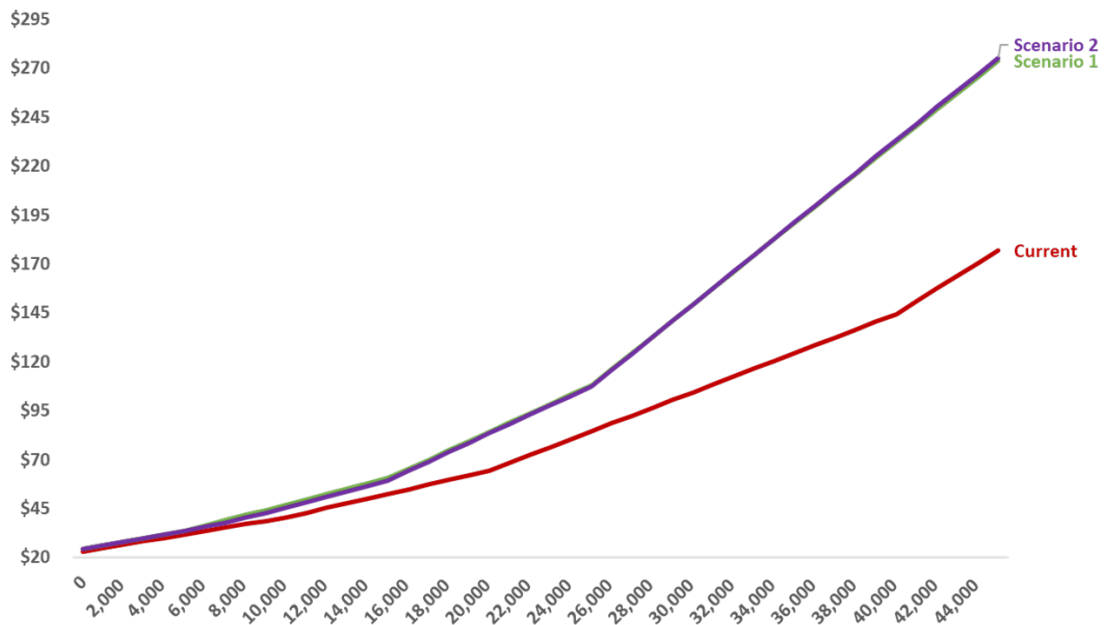
Current Tiers	Rates	Scenario 1	Rates	Scenario 2	Rates
0 – 10,000 gals	\$1.75	0 – 5,000 gals	\$1.80	0 – 7,000 gals	\$1.85
10,001 – 20,000 gals	2.40	5,001 – 15,000 gals	2.70	7,001 – 15,000 gals	2.75
20,001 – 40,000 gals	4.00	15,001 – 25,000 gals	4.75	15,001 – 25,000 gals	4.80
40,001 – 60,000 gals	6.50	25,001+ gals	8.30	25,001+ gals	8.40
60,001+ gals	8.50				

Garrett reviewed the residential volumetric rate design cumulative billed usage frequency distribution as follows:



Garrett explained Scenario 1 Revised Residential Tier Design with the First tier being 0-5,000 gallons and fourth tier being 25,000+ gallons including: revenue adjustments driven by first debt payment for San Gabriel Interceptor (\$32.5 million) in FY 2023 with wastewater increases smoothed out over 3 years; Water base rate adjustments targeting Fixed COS metric and volumetric adjustments to residential to achieve cost of service and conservation objectives; and 75% tier differential between top two revised residential rate tiers. He continued by explaining Scenario 2 Revised Residential Tier Design with the First Tier being 0-7,000 gallons and the Fourth Tier being 25,000+ gallons including: revenue adjustments driven by first debt payment for San Gabriel Interceptor (\$32.5 million) in FY 2023 with wastewater increases smoothed out over 3 years; Water base rate adjustments targeting Fixed COS metric and

volumetric adjustments to residential to achieve cost of service and conservation objectives; and 75% Tier Differential between top two revised Residential rate tiers. Garrett then provided a sample of Residential Water Charges for Range of Usage from 0-45,000 Gallons as follows:



Garrett provided a residential water bill comparison based on a ¾" meter with variances that are from the current rates as follows:

	Current	Scenario 1	Scenario 2
5,000 Gallons	\$ 31.75	\$ 33.50	\$ 33.75
Variance, \$		\$ 1.75	\$ 2.00
Variance %		5.51%	6.30%
15,000 Gallons	\$ 52.50	\$ 60.50	\$ 59.45
Variance, \$		\$ 8.00	\$ 6.95
Variance %		15.24%	13.24%
25,000 Gallons	\$ 84.50	\$ 108.00	\$ 107.45
Variance, \$		\$ 23.50	\$ 22.95
Variance %		27.81%	27.16%
35,000 Gallons	\$ 124.50	\$ 191.00	\$ 191.45
Variance, \$		\$ 66.50	\$ 66.95
Variance %		53.41%	53.78%

Garrett then provided the community rate comparisons noting that comparisons between communities are very common but may not tell the whole story and each system is unique in geography, age of infrastructure, capital maintenance efforts, and typical usage patterns. He then provided regional bill comparisons for residential user bills for water and flat sewer noting that Georgetown currently does not charge a variable rate based on billed sewer flows and 5,000 gallons in Sewer flows is assumed for surrounding cities. Garrett provided charts for 5,000 gallons, 25,000 gallons, and 35,000 gallons for Georgetown and the surrounding cities of Liberty Hill, Leander, Austin, Pflugerville, Round Rock, and Cedar Park and provided charts for each. He then provided a regional bill comparison for the residential median user bill at 6,000 gallons and 10,200 gallons with the same assumptions and comparisons.

Mayor Ross asked what the average use in Georgetown and if it was about 18,000 gallons. Garrett responded that it's about 10,200 gallons across all months.

Garrett then provided the conclusion and Council feedback that is being sought. He stated that NewGen's proposed rate Scenario 1 (0-5k) and Scenario 2 (0-7k) both fully meet the Board's and City Council's requested objectives of Financial Policy compliance, equitable cost of service, and Conservation Plan. Garrett then asked what (if any) other analysis or discussion is needed to inform the Council's future decision. He provided the next steps as follows: tonight City Council Workshop for Discussion; Thursday, October 8, 2020 Water Utility Advisory Board recommendation; Tuesday, October 13, 2020 City Council Regular Agenda for possible action; Tuesday, October 27, 2020 City Council Regular Agenda for possible action if needed; and Friday, January 1, 2021 Water and Wastewater Rates become effective.

Pitts noted that during the first discussion the first tier was originally set at 10,000 to accommodate a family of four. Garrett noted that previous presentation also included lot size in the calculation. Dishong stated that the current rates with a tier at 10,000, when shaping that tier the average sewer use was estimated to be 5,000, but the amount was doubled to consider all possible factors. Pitts asked if the average sewage was 5,000 for a household. Dishong said that was correct. Pitts asked what the average household occupancy is. Dishong responded 2.8 and 1.9 in Sun City, so when put all together it's 2.5. Pitts stated that he favors Scenario 2 when considering a household of four.

Fought stated that he is happy with either scenario and both are justifiable.

Triggs stated that he prefers Scenario 2 to Scenario 1 but would be accepting of either.

Calixtro stated that she preferred Scenario 1.

Jonrowe stated that she didn't have a large infinity for either but is slightly leaning toward Scenario 1.

David Morgan, City Manager, stated that staff can share Council feedback with the Water Board at their next meeting and then take the recommendation from the Water Board to bring forward.

Calixtro asked if the 25,000 gallons was the average for a home for a year. Garrett responded that the average was 10,200. Calixtro asked if it was doubled. Garrett said that the doubling applies to the previous methodology for calculations but not the current one.

C. Presentation and discussion regarding Distributed Generation Interconnection and Net Energy Metering Updates -- Daniel Bethapudi, General Manager of the Electric Utility

Bethapudi presented the item and provided a presentation outline. He then explained interconnection and net-metering noting that interconnection is the process when a customer's distributed energy system is connected to the Utility's electric grid and the process ensures that the customer's system is safely connected to the grid without risking employee and public safety, stability and reliability of the distribution grid. Bethapudi continued that there is an interconnection agreement that both the parties execute. He explained that net energy metering (net metering) is a utility rate program that credits distributed energy system customers for the electricity they inject into the grid based on NEM rates that are part of the electric tariff/ordinance and are subjected to change based on cost of service studies, and an interconnection agreement is required for a customer to be eligible for a net-energy metering program. Bethapudi explained that the Energy Policy Act of 2005 amended Public Utility Regulatory Policies Act (PURPA) to require that state regulatory commissions, Public Utility Commission of Texas, and non-regulated electric utilities (Municipally Owned Utilities and Electric Coops) consider adopting net metering policies and interconnection procedures with no federal law mandating that states or utilities adopt net metering. He stated that since Texas began deregulating its electric industry, electric utilities now fall into two categories with regard to net metering: integrated IOUs outside the Electric Reliability Council of Texas (ERCOT) with a clear regulatory obligation to interconnect and net meter, and electric cooperatives, municipal utilities, and river authorities with no obligation to d net meter. Bethapudi noted that while electric cooperatives(coops) and municipally owned utilities (MOUs) are not required to offer net-metering programs under Chapter 25.211 and 25.212, multiple coops (Pedernales Electric Coop) and MOUs (New Braunfels Utilities) offer net-metering program as an industry best practice. He provided a review of the net energy metering program and noted that net metering critics claim two major problems: revenue shortfalls for utilities and subsidization among customer classes. Bethapudi stated that New Gen Strategies was engaged March 2020 to review the NEM Program. He provided the findings from the NEM program review that identified multiple issues with the NEM program. Bethapudi stated that the Renewable Energy Credit (\$/kWh) at \$0.09580 exceeds avoided energy costs of the industry standard and: results in cost shifting from NEM to Non-NEM customers at approximately \$118,000 per year; there is no floor on the credit which reduces fixed cost recovery, allows for a zero utility bill (Electric, Water, Wastewater, Garbage, and allows a potential bypass of Base Rate Charge and Power Cost Adjustment (PCA); and there is poor compliance with the system requirements with a 10 kW limit not being enforced. Bethapudi provided the recommended changes where are: to reduce the Renewable Energy Credit to Market Based Energy Credit from \$0.09580/kWh to \$0.04976/kWh for 2020; establish a "floor" on the Renewable Energy Credit where the credit cannot exceed the volumetric charge; grandfather provision to help existing NEM customers transition to the market-based credit; enforce size compliance with PV systems less than 10

kW and limited to residential and small commercial classes; and simplify Ordinance language for clarity. He reviewed the changes adopted by Council on the First Reading of the Ordinance as follows: grandfather existing NEM customers at the existing renewable energy credit of \$0.09580/kWh for a period of 2 years starting October 1, 2020; after the two-year period, the renewable energy credit will be based on the market-based formula identified in the ordinance; establish a “floor” on the Renewable Energy Credit where the credit cannot exceed Volumetric charge; and renewable energy credit for new NEM customers set at \$0.00. Bethapudi reviewed the issues addressed with the adopted changes as follows: by moving to a market-based rate for renewable energy received credit for the existing customers (after the two-year period) it will help reduce cost shift from NEM to non-NEM classes, align with original intent of avoided costs (2006), and is an acceptable practice in industry; by establishing a “floor” on the Renewable Energy Credit it will prevent revenue losses for other funds (Water, Wastewater, Garbage), improve utility fixed cost recovery, and eliminate the potential bypass of Base Rate Charge and Power Cost Adjustment (PCA); and by setting the renewable energy received credit for new customers at \$0.00, technically the Net Energy Metering program is no longer available for new customers. He reviewed the proposed NEM Program as one that can be a strategic benefit the electric utility as a whole. Bethapudi stated that behind the meter, customer owned PV systems can be positively leveraged to be part of our energy portfolio, and a NEM Program can help our overall Utility as long as: the NEM customers/installations pay their fair share of interconnection costs; prevent/avoid cost shifting; adopt a market-based approach to renewable energy credit; and ensure that the NEM program aligns with the overall objective of the electric utility to provide safe, reliable and affordable electric service to all customers. He noted that the second reading of the NEM ordinance is on today’s legislative agenda.

Fought noted his support for the program including how it can be tied to national security.

Triggs stated that he would like to continue with the net metering program, but the current setup is unfair. He noted that he didn’t like that Council actions have led to some people receiving zero benefit and he would prefer to do the new charge and continue net metering for new customers at the new rate.

Calixtro asked for some clarification. Bethapudi stated that there is a wholesale energy contract that will end in 2021 and buy continuing to have a net metering program that his properly managed the City can continue to the solar resources to the City’s benefit.

Gonzalez stated if the City is achieving its fixed cost, he would have no issues with net metering. He added that the question of fairness is important. Bethapudi responded that the current proposal will address those issues and staff is studying this program more closely going forward.

Jonrowe stated that she agrees with Gonzalez and is fine with current proposal.

Pitts asked if there is appoint at which a having a large percent of the City’s users on net metering would be detrimental. Bethapudi responded that the City needs to stay on top of their cost of service to prevent something like from happening. He added that a poorly managed program could lead to that type of issue. Pitts asked how the City ensures that it

has a properly managed program. Bethapudi responded that the permitting and inspection process is being incorporated, the utility is not losing money, and reviewing connecting engineering studies. He continued that staff will bring annual cost of service studies. Pitts asked how the City can ensure this over time. Morgan suggested making it part of the financial policies and using that to spell out the appropriate time frames for review. Bethapudi noted the extensive work staff has done in the last seven months related to this study. Pitts asked if Bethapudi thought net metering was a benefit to the City utilities. Bethapudi responded that he did, and it will be more beneficially with the proposed changes.

Mayor Ross asked if net metering in its true form is a best practice. Bethapudi responded yes because one or more renewables are being utilized. He added that many entities that are not required to offer the program have still done so. Mayor Ross stated that he feels there is a misconception that the City has a tremendous amount of surplus each and every day of the year. Bethapudi stated that there are times in the year where the City is short, and the contracts don't provide all our needed energy. Mayor Ross stated that in those times it would be beneficial to have customers participating in the program. Bethapudi responded yes. Mayor Ross asked if energy markets are volatile. Bethapudi responded yes. Mayor Ross asked if what works today may not work in the future. Bethapudi responded yes. Mayor Ross noted the need for the City to plan for the future. Bethapudi agreed. Mayor Ross stated the need to not be short sighted with policies and applauded staff's work. He added that the feedback he heard is that net metering is good when done well and monitored. Mayor Ross echoed Morgan's suggestion of putting this into the City's financial policies to ensure annual review. Bethapudi thanked Council

D. Presentation, discussion, and direction regarding the proposed Right-of-way Permit Program and Regulations -- Ray Miller, Public Works Director

Miller presented and provided the presentation overview. He then covered the purpose and need noting the ROW Permit Ordinance & Regulations will allow the City to: 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; consider impacts to traffic flow (peak traffic hours); 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; and provide a formal process to approve activities in City ROW for storage, maintenance, and construction activities through a permit process. Miller then reviewed a real-world example by noting that there is an unsafe work area on Williams Drive with improper flagging, barricades, traffic control, and driver notification, and provided photos. He explained the benefits to the City, citizens, commercial businesses, contractors, etc. as follows: 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; and emergency contact and responsiveness in case of an accident or emergency. Miller explained the basic regulations as follows: establishes an administrator of the ROW permits and regulations to be the Public Works Director; explains who is subject to ROW regulations and the permit process; defines

storage activities, maintenance activities, and construction activities; provides for a prohibition on construction activities in ROW for recently resurfaced/paved streets (5 years new/cutlered or 2 years for sealed) and provides criteria and defines process to consider requests for exceptions by PW Director; provides an application process that has required information with Application including sketch showing extent of work area, construction plans when appropriate, traffic control plan, and emergency contract information; and provide the duration of permits where maintenance permits can be issued on an annual basis and requires annual renewal, construction activities shall effective for 120 days from issuance at which point an entity would have to reapply; and storage activities will typically be 7 days but can be up to 120 days and are not allowed on collector and arterial streets. He explained when ROW Permits are not required as: new residential driveways during new home construction; repairing or replacing existing residential driveways; and work within the ROW related to City approved commercial site development plans and residential subdivision development plans. Miller stated that applying can be done in person, but stall will also create a new on-line process via a City website/portal. He then provided fee examples from the following surrounding cities: Pflugerville, Cedar Park, San Marcos, Round Rock, and Bastrop. Miller stated that staff's fee proposal for work in the ROW related to maintenance activities other minor work would be \$100 to \$125 plus a \$15 technology fee for a total of \$115 to \$140. He continued that franchise utilities would be required to obtain a permit but would not have to pay the fee, and construction activities could be a flat fee such as \$400 to \$500 or it could be based on the estimated cost of construction such as 3% to 4% of the cost of construction. Miller stated that these fees would be due to the additional time for review, permitting, inspections and closing out the permit. He outlined the appeal process where if there is a conflict and it cannot be resolved with the Director of Public Works or Designee, then the matter would be forwarded to the City Manager or Designee. Miller stated that enforcement would be through Inspections with the issuance of warning notice(s) and then an issuance of a Notice of Violation (NOV). He then asked for Council feedback on the following questions: (1) does Council support the creation of a ROW Permit Program; (2) does Council support the prohibition of Construction Activity on newly constructed, milled/overlay, and sealed streets as presented; and (3) does Council support the fee and fine schedules?

Triggs stated that he supports the permit program and supports Question 2. He added that he has no idea what types of fee/fines for Question 3 and has trust in staff to decide.

Calixtro asked why the program didn't exist before. Miller responded to protect the citizens, contractors and workers. He stated that it gives us a better idea of who is out there and how we can better protect City assets. Miller stated that he's not sure why the program didn't exist before, but it had been discussed by multiple departments. Morgan stated that this program is well overdo. Calixtro asked about when work on streets would be prohibited. Miller responded that the City would want to prohibit cutting into a brand-new street, but there could exceptions as needed. Morgan stated that there will be a process for exceptions and that process would go through staff approval. Calixtro stated that she supports all three questions.

Gonzalez stated that he supports Question 1; Question 2 could be problematic with new construction; and he supports Question 3 as long as appropriate.

Jonrowe stated she supports Question 1; she needs to think about it, especially in downtown where the City has been serious about investing in streets for Question 2; and Question 3 looked good.

Pitts noted the picture of a large hole on Williams Dr. and asked if there was no oversight on how work is completed. Miller responded yes. Pitts stated that he supports Question 1 and needs clarity on Question 2. Miller stated that it would prevent a cut on a new street, but curb cuts are allowed. He added that staff will review the approach for best practices. Pitts asked for an example of work that someone would want to do to a new street. Miller responded that if someone wants to cut entirely across the street, staff would question why that was not done earlier and the cut would require a larger repair to keep integrity. Pitts noted his concerns with how it would all work. Morgan stated that staff can indicate a higher standard of repair that is required and establish that with applicants. Pitts stated that people doing this work need predictability. He added that when it comes to the fee schedule, he is fine as long as recovering as much of cost as possible. Pitts clarified that Question 2 is a yes but with conditions. Morgan stated that staff will work through the specifics.

Fought stated that Question 1 and Question 3 are fine, but Question 2 is so poorly defined he can't support it. He also noted that he doesn't love the use of the word "prohibit" for this.

Mayor Ross reviewed Council feedback as follows Question 1 is a yes; Question 2 is a yes, but with conditions and more information needed based on the poor wording, and with a review repairs needed; and Question 3 is a yes as reasonable.

Mayor Ross recessed the Workshop into Executive Session at 4:31 p.m. with Executive Session starting at 4:45 p.m.

Executive Session

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

E. Sec. 551.071: Consultation with Attorney

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

- Litigation Update

Sec. 551.072: Deliberations about Real Property

- Westinghouse Right of Way
- SH-29 ROW, Hillwood

Sec. 551.074: Personnel Matters

- City Secretary Check-in

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchased Power Update

Adjournment

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

**Notice of a Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, September 22, 2020**

The Georgetown City Council will meet on Tuesday, September 22, 2020 at 6:00 PM via 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 for additional information; TTY users route through Relay Texas at 711.

Mayor Ross called the meeting to order at 6:04 p.m. The following Council Members were in attendance: Mayor Dale Ross; Mary Calixtro, Council Member District 1; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; and Rachael Jonrowe, Council Member District 6; and Tommy Gonzalez, Council Member District. Kevin Pitts, Council Member District 5 was absent, and Council District 2 is vacant. All Council Members were present via videoconferencing and a roll call was performed.

Regular Session

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

A. Call to Order

Invocation

- Kevin Uekert with First Baptist Church

Pledge of Allegiance

- Council Member Pitts led both pledges

Comments from the Mayor

City Council Regional Board Reports

Announcements

- Certificates of Recognition presented by Cory Tchida, Assistant Chief of Police

Action from Executive Session

- There were no actions out of Executive Session.

Statutory Consent Agenda

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

- B. Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on September 8, 2020 -- Robyn Densmore, City Secretary
- C. Consideration and possible action to approve a **one-year contract renewal** for **landscaping and grounds maintenance services** with **Heart of Texas Landscape and Irrigation Co.** in an amount not to exceed **\$434,779.12** -- Eric Nuner, Assistant Parks and Recreation Director

This item was pulled and became first item on Statutory Consent.

- D. Consideration and possible action to approve a Resolution authorizing a **funding agreement** between the City of Georgetown and the **Williamson County and Cities Health District** for this agency to continue to **provide services** for the **citizens** of Georgetown -- David Morgan, City Manager and Shirley J. Rinn Executive Assistant to the City Manager
- E. Consideration and possible action to approve a Resolution authorizing **funding agreements** between the City of Georgetown and Annunciation Maternity Home, Boys and Girls Club of Georgetown, Brookwood in Georgetown Vocational, Inc. (BIG), CASA of Williamson County, Texas, Faith In Action Georgetown, GENAustin dba Girls Empowerment Network (GEN), Georgetown Backpack Buddies, Georgetown Caring Place aka The Caring Place, Georgetown Palace Theater, Habitat for Humanity of Williamson County, Literacy Council of Williamson County, Opportunities for Williamson & Burnet Counties, Inc. (OWBC), Sacred Heart Community Clinic, Samaritan Center for Counseling and Pastoral Care, Inc., Stonehaven Senior Center, Texas Science Education Foundation, The Georgetown Project, Williamson County Children's Advocacy Center, and Williamson County Crisis Center dba Hope Alliance, and for these agencies and organizations to continue to **provide services** for the **citizens** of Georgetown -- Shirley Rinn, Executive Assistant to the City Manager and David Morgan, City Manager
- F. Consideration and possible action to approve the **renewal** of a **Lease Agreement** with **Opportunities for Williamson and Burnet Counties, Inc.** (OWBC) fka Williamson-Burnet Opportunities, Inc. (WBCO) for the property located at **803 W. 8th Street** for use as the **Madella Hilliard Neighborhood Center** and also the approval of **in-kind utility assistance** for the facilities utilized by OBWC at the Madella Hilliard Neighborhood Center and **Mary Bailey Head Start Center (601 North College)** -- David Morgan, City Manager and Shirley J. Rinn Executive Assistant to the City Manager

- G. Consideration and possible action to approve the **first of five (5) possible one-year renewals of Blanket Term Contract SCON-2000195/3900B026 with V-Quest Office Machines & Supplies**, to provide **office supplies and services** through the National Cooperative Purchasing Alliance (NCPA) **Contract #11-18** in an amount not to exceed **\$95,000.00**, and to **ratify \$10,821.71** of previous expenditures for similar purchases from V-Quest Office Machines & Supplies, **effective June 1, 2020 through May 31, 2021** -- Leah Neal, Purchasing Manager
- H. Consideration and possible action to approve the **contract renewal for irrigation system services for City owned facilities with American Irrigation** of Georgetown, Texas for a period of **one year** with an estimated amount of **\$75,000.00** with the **option to renew for two additional one year periods** -- Eric Johnson, Facilities Director
- I. Consideration and possible action to approve the **renewal of an annual Blanket Agreement** with Predictable Business Strategies, LLC d/b/a **PBS of Texas** to provide **janitorial services** pursuant to a **piggyback clause** in City of **Round Rock Contract No. R-2018-5767** in an amount of **\$794,160.00** -- Eric Johnson, Facilities Director
- J. Consideration and possible action to approve the **contract renewal for landscaping services for City owned facilities with Stillwater Site Services** for a period of **one year** with an estimated amount of **\$228,515.50** -- Eric Johnson, Facilities Director
- K. Consideration and possible action to approve a **contract amendment and extension** with **WSB and Associates, Inc.** to provide **on-call professional primary planning services** to the City of Georgetown for a total not to exceed **\$63,000.00** -- Sofia Nelson, CNU-A, Planning Director
- L. Consideration and possible action to approve a **letter of support** for Williamson County's application for a **Community Development Block Grant for Mitigation (CDBG-MIT)** through the **Texas General Land Office (GLO)** for a **flood monitoring system** in Williamson County -- Jack Daly, Community Services Director
- M. Consideration and possible action to approve **Task Order CDM-21-001 for Utility Evaluation Support**, to **CDM Smith Inc.** in the amount of **\$100,000.00** -- Wesley Wright, PE, Systems Engineering Director
- N. Consideration and possible action to approve **Task Order RPS-20-001 with RPS Infrastructure, Inc.**, of Austin, TX in the amount of **\$150,000.00** for **New Development Traffic Impact Analysis (TIA) reviews** -- Wesley Wright, PE, Systems Engineering Director
- O. Consideration and possible action to approve **Task Order KPA-20-010 with Kasberg, Patrick, and Associates** in the amount of **\$100,000.00** for **new development plan review support services** -- Wesley Wright, PE, Systems Engineering Director
- P. Consideration and possible action to approve **Task Order KPA-20-011 for professional engineering design services for FY21 Street Maintenance, Sidewalks, Traffic Signals, and**

Curb and Gutter improvements with Kasberg Patrick & Associates of Georgetown, Texas in the amount of **\$880,900.00** -- Wesley Wright, PE, Systems Engineering Director

- Q. Consideration and possible action on a **Traffic Improvement Agreement** with **Cedar Breaks West** -- Wesley Wright, P.E., Systems Engineering Director
- R. Consideration and possible action to approve a **Change Order** to **Chasco** in the amount of **\$205,143.83** for **Electric System Relocations and Improvements** associated with the **Northwest Blvd Bridge project** -- Wesley Wright, P.E., Systems Engineering Director
- S. Consideration and possible action to authorize the **renewal** of a **lease** by the **Davidson Brothers** of **+21 acres** of the **future Mankins Crossing Wastewater Treatment Plant Site** for **agricultural purposes** -- Odalis C. Suarez, Real Estate Coordinator
- T. Consideration and possible action to approve the **renewal** for **Emergency Medical Transport Billing and Collections Services Agreement** with **Emergicon, LLC** -- John Sullivan, Fire Chief
- U. **Forwarded from Georgetown Transportation Advisory Board (GTAB):**
Consideration and possible action to approve an **Interlocal Agreement (ILA)** with **Capital Metro** for **GoGeo Transportation Services** for **FY2021** -- Ray Miller, Jr., Director of Public Works

This item was pulled and became the second items on the Legislative Regular Agenda.

- V. **Forwarded from Water Utility Advisory Board:**
Consideration and possible action to exercise **renewal option #3** of a **contract** with **HydroPro Solutions LLC** to provide Master Meter **water meters** and **water meter registers** for the **Advanced Metering Infrastructure system** with a not-to-exceed amount of **\$1,000,000.00** and to **ratify \$135,564.88** of previous expenditures for similar purchases from HydroPro Solutions on **Contract No.17-0073-GC** -- Leticia Zavala, Director of Customer Care

Motion by Pitts to approve the Consent Agenda as presented with the exception of Items C and U, second Calixtro.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

Legislative Regular Agenda

- C. Consideration and possible action to approve a **one-year contract renewal** for **landscaping and grounds maintenance services** with **Heart of Texas Landscape and Irrigation Co.** in an amount not to exceed **\$434,779.12** -- Eric Nuner, Assistant Parks and Recreation Director

This item was pulled from the Statutory Consent Agenda and became first item on the Legislative Regular Agenda.

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

Brian Ortego addressed Council regarding the GVPID Board, input of the Board and that the Board does not have input over the landscaping contract. He also expressed concerns about maintenance.

Motion by Pitts, second by Gonzalez.

Jonrowe asked if there was any staff response. Morgan responded that Ortego was discussing PID maintenance concerns. He continued that the contract includes the PID and other parts of the City as well. Morgan stated that this has been discussed with the Board. He noted that the PID approve the contracts in the past, but it is not appropriate for the PID to do so. Jonrowe asked if the PID has had the ability to respond. Morgan responded yes. Jonrowe asked if this has come up recently with the Board. Morgan responded that staff has been working with the Board on a comprehensive plan, landscaping plan, and funding plan.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- U. **Forwarded from Georgetown Transportation Advisory Board (GTAB):**

Consideration and possible action to approve an **Interlocal Agreement (ILA)** with **Capital Metro** for **GoGeo Transportation Services** for **FY2021** -- Ray Miller, Jr., Director of Public Works

This item was pulled from the Statutory Consent Agenda and became the second items on the Legislative Regular Agenda.

Miller presented the item and reviewed the purpose and overview of the presentation. He then stated the need for this fiscal year and transition and noted that at June 9,2020 Workshop

Council gave staff direction to look into different transportation platforms such as Dynamic Ride Share or Micro transit by pursuing an RFI/RFP for ride share/micro-transit; and Council also wanted to maintain transportation services for the citizens that are currently using the transit system. Miller then provided a fiscal year comparison as follows:

Fixed Route Comparison by FY			
	FY 2018	FY 2019	FY 2020
October	1575	1782	2050
November	1324	1764	1689
December	1329	1514	1537
January	1255	1606	1660
February	1298	1592	1679
March	1611	1702	1149
April	1440	1771	564
May	1628	1765	638
June	1916	2291	941
July	2026	1943	865
August	1991	1970	
September	1582	1516	
Total	18975	21216	12772
AVG	1581	1768	1277

Miller provided that fiscal year 2021 Budget as follows:

Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5310 Funding	Local Funding from Georgetown
Paratransit Vehicle	1,345	\$85.05	\$114,392	\$48,974	\$65,418
Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5307 Funding	Local Funding from Georgetown
Fixed Route and one Paratransit Vehicle	10,550	\$85.05	\$897,278	\$343,327	\$553,951
Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5307 and 5310 Funding	Local Funding from Georgetown
Total FY21 Service	11,895	\$85.05	\$1,011,670	\$392,301	\$619,369

Fought asked what the City's outlay was in 2020. Miller responded \$390,00 with local match. Fought noted that the City's outlay for the upcoming year is double and cost should be capped. He added that he will propose a motion to cap the cost at \$200,000.

Fought made a motion to cap the City's cost for the program at \$200,000, second by Pitts.

Fought stated that he has been trying to stick to original deal and not altering GoGeo for three years even with low ridership. He continued that as of last year the program was not meeting performance standards and the City would terminate. Fought noted that Council agreed to a small continuation so that existing riders were not left without a form of transportation. He stated that that is not an easing of the transition and the cost of this experimental program is

too high. Fought stated this is not sticking to the agreement and \$200,000 should work. He added that the City should get on with finding a reasonable way to provide public transportation.

Calixtro had no comments or questions.

Triggs asked how Fought expected the transition to happen. Fought responded whatever program the City is moving towards; the City should accelerate looking at new programs. Triggs asked Miller if that is feasible at this time for the cost of \$200,000. David Morgan, City Manager stated that there is a current Request for Information (RFI) out based on Council discussion in July. He continued that staff will bring back the results before end of calendar year and Council can choose path forward. Morgan stated that if Council chooses to contract directly with Ride Share, staff must work to receive and administer government funds. He stated that capping the amount at \$200,000 has not been discussed with CapMetro, and he can't speculate what services will be available for that amount. Morgan noted that the biggest difference in funding is lack of a matching grant from the Georgetown Health Foundation that the City is not receiving this year. He continued that there is a 90 day opt out for contract with 3 days out of the year that City can end service. Morgan noted that if Council approves Fought's proposal, staff will work with CapMetro to determine possible services. Fought stated that one of the principal things was to provide transportation up to healthcare services, and the healthcare provider pulled out because they felt it wasn't worth it. Triggs had no additional comments.

Pitts asked if staff knew how many months of service \$200,000 would provide. Miller responded by noting that the total funding for the program is a 60/40 between local and federal funding. He continued that he didn't think the \$200,000 would really get the City anywhere. Pitts reviewed the budget for the program and asked if the City changed to the cap would it alter the amount of federal funds received. Miller responded that is correct and the City would have to revise entire service plan. Pitts asked about what happens to the federal funding if the City utilizes the 90 day opt out. Miller responded no, depending on what future choice the City makes, it will depend on what steps the City will need to take for federal. He explained being a designated recipient and that it was an approximate nine-month process. Morgan stated that staff will bring back to Council results of the RFI process which could include CapMetro offering a new service. He continued that if CapMetro is selected then the City could do a contract amendment. Pitts asked if those services would still qualify for federal funds. Miller responded yes. Morgan noted that the transition could take as little as 3-4 months or up to 9 month or longer depending on what Council chooses. Pitts asked how the budget for the services is paid and at what frequency. Miller responded that it is a monthly invoice. Pitts noted that the total cost equals roughly \$50,000 per month. He then asked Fought about the possibility of having staff come back to Council to authorize additional funding once the \$200,000 is spent. Fought responded that he has said his peace. Morgan explained the difficulties with Pitts approach as the contract is for annual basis. Mayor Ross asked when the contract expires. Morgan responded that it would expire a year from now but does allow for the 90 opt out. Pitts asked when the RFI went out. Miller responded that the RFI went out recently and staff will return soon with the results. Pitts stated that he tends to agree with Fought overall. He continued that Council has been through

many Workshops on this, and there seems to be too much complexity for changing at this time. Pitts stated that he doesn't want to spend this much, but he's not sure how else to move forward. He stated that the timing on this is problematic with the potential to have some residents that would only receive 14 days' notice and he will vote against the current motion. Fought stated that it is a shame that Council is in this position and wishes the RFI process would have started earlier.

Jonrowe stated that she cannot support current motion but does support moving forward with other options.

Gonzalez noted that this program was an experiment and this action will be setting a precedent. He continued that prior to this program there was no public transportation. Gonzalez stated that this prevents City from wanting to try things and not the City is going to extend something not knowing if the City will find something in the future.

Mayor Ross stated that the City will spend roughly \$50,000 per month through December and that in past years the City was used to spending around \$350,000 per year. He continued that he has said since day one that this wouldn't be successful, but he can understand for the need of some kind of transportation system in Georgetown. Mayor Ross stated that he suggested direct transportation options for riders from the beginning. He then provided a summary of Council comments, which are mainly to pursue the RFI. Mayor Ross then asked what the RFI will look like. Morgan responded that Council can review the responses to the RFI and then decide how to proceed from there. Mayor Ross asked if after reviewing, then the City could submit a 90 days' notice if needed. Morgan responded correct. He continued that the fastest option would be to continue working with Cap Metro and then work on micro transit option with a longer implementation to work with private contractor to not have to do the federal funding approval process. Mayor Ross stated that 90-120 days is best case. Morgan responded yes, best case. He stated that once Council makes a decision it would likely take a full six months to get out of the contract. Mayor Ross asked that would be a May ending. Morgan responded in the Spring. Mayor Ross asked how much funding the City would be committed to at that point. Morgan responded about half of the current total being sought. He stated that if the City gives a 90 day notice it would get through the six-month period. Mayor Ross stated that staff will do everything to expedite process.

Pitts asked if this was already part of the budget. Morgan responded yes. Pitts stated that he agrees with Fought and Gonzalez, but Council should have addressed this in the budget Workshops in June.

Fought stated that he didn't realize the entire cost during budget process. He then offered to withdraw his original motion. Fought stated that not a single person on dais wants to leave citizens stranded. He continued that he would have liked to use those funds for employee pay increases, surveys, and other thing. Fought stated that staff has gotten message to move quickly.

Pitts withdrew his second of the original motion.

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

Suzy Pukys with Georgetown Health Foundation (GHF) spoke to the Council about the GHF's relationship with the City regarding GoGeo. She wanted to clarify that the GHF was willing to continue its partnership with the City, but she did not receive information she had requested of Miller. Pukys continued and explained that there were no major modifications to the program.

Morgan apologized to Pukys and stated that the Georgetown Health Foundation has been an excellent partner and he will review communication notes.

Motion by Fought to approve, second by Calixtro.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – No

Approved 5-1 (District 2 vacant).

W. **Second Reading** of an Ordinance **amending Chapter 13.04, Article I** related to **electric rates; amending section 13.04.018** related to **net metering service** and **removing section 13.04.083** related to **distributed renewable electric generation** -- Daniel Bethapudi, General Manager of the Electric Utility and Leticia Zavala, Director of Customer Care

Bethapudi introduced the item.

Bethapudi read the caption.

Bethapudi presented and stated that the Ordinance as presented tonight is based on the direction from Council at the First Reading of the Ordinance on August 22, 2020 and noted the following: there will be an annual review of Renewable Energy – Received Credit where the credit rate will be reviewed annually and is adjusted on various market factors including but not limited to the avoided fuel and purchase power costs; Council has established a “cap” for the Renewable Energy – Received credits and the credit rate will not be applied to any Renewable Energy – Received energy above the Volumetric energy provided in that month's utility bill; there is now simplified and updated the ordinance language to more accurately describe the Net Energy Metering (NEM) program; staff provided reference to the bi-directional meter that will be used to measure the values (Volumetric Energy and Renewable Energy-Received) that are used for the monthly utility bill; ; and there are defined requirements for NEM program. Customer to have: 1) an approved facility “inter-connection” agreement with the City; 2) Available only to Residential and Small Commercial classes whose Distributed Energy Resource (DER) facilities are sized at 10 kW or less; and 3)an approved application for a Net Metering Service rate. He then provided updates based on Today's Workshop as follows: existing customers in good standing as of

October 1, 2020 will be “Grandfathered” and will continue receiving the Current Renewable Energy – Received Credit rate of \$0.09580 per kWh until September 30, 2022, and new customers as of October 1, 2020 will receive a credit rate of \$0.04976 per kWh until September 30, 2021; and the proposed Ordinance will be amended to include the Renewable Energy – Received Credit rate to be set at the avoided fuel cost and calculated annually as defined in Section 7 of ordinance, existing customers as of October 1, 2020 are not allowed to transfer “grandfathered” credit to another DER facility (credit restricted to existing premises), and existing customers as of October 1, 2020 will be “grandfathered” at the installed capacity of their currently existing/owned PV systems.

Motion by Fought to approve the Ordinance as presented by staff with the clarification to be added to the Ordinance that the current Net Metering Rate customers will be grandfathered for two years at their current premises only without restriction on size of the facility and that new customers will be eligible for the Net Metering Rate, and that the Renewable energy-received credit rate for all non-grandfathered customers shall be calculated based upon the formula in Section F of the Ordinance, second by Jonrowe.

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

Robert Sobotick addressed the Council regarding his disappointment related to the changes. He added that supports helping people that need help. Sobotick stated that this issue should be taken up as a budget item and noted deals that were made and the related details. He stated the age of transformers in the City.

Due to technical difficulties via Zoom, the City Secretary read comments from Ken Rose out loud. The City Secretary could not read his comments in their entirety in the allotted 3 minutes, but his submitted comments were provided to Council in full prior to the meeting. His comments were submitted as follows:

My concerns tonite are in regards to item W, the net energy metering program and ordinance 13.04. My issue relates to a maximum residential system size of 10kW or less.

First, I want to Thank You for having the availability for me to attend this meeting via Zoom. I am unable to attend in person for this meeting.

My name is Ken Rose. I live at 301 River Hills Drive, which is roughly located about 1/4 mile south of the Georgetown Walmart, off of the southbound I-35 service road.

Our home is somewhat unique, having an attached mother-in-law quarters. As such, we have duplicate utilities, including 2 heating and cooling systems, two stoves, two water heaters, etc. The house is 3001 sq. ft. As we have only one electrical service to the home, it makes for a fairly large electrical bill, an average of about 17 kWatts a month. Our electrical bill is about 500-600 dollars a month.

That’s a lot, so we started to investigate methods to reduce the bill. One of those ways is with adding an alternative energy system. And our house is uniquely oriented for a solar array. The roof surface is oriented within 5 degrees of North-South. In addition, the south roof side, is on the backside of the house, so the installed solar array is totally not visible from the street. This makes for better neighborhood esthetics.

I visited the Georgetown website for more information, and on it was a statement that basically said to get a years worth of your electrical bills and to size your system based on your average annual usage. Please note, that statement is no longer there. More on this, later.

So I made contact with three companies installing solar systems and had them come out, look at the house, look at our annual energy usage and then work up the price for a system that would meet our electrical usage needs. All three of them came up with 17kW systems. We made a vendor choice and proceeded on. Cost for this project would be \$60,000. Of course, a project such of this requires a permit request, and a plan review. This, the solar company applied for and got, a permit being issued. This took about 3 months... and Georgetown utilities notified the installer that they would also need to install an upgraded electric service to the house. Additional permitting and plan review was required. This added an additional cost of \$5,000.

Once the installation was complete, we called for final inspection and hookup. This took awhile, due to reduction in Georgetown utility services because of the pandemic. Finally, after about 6 weeks, with no final inspection, I decided to come down to the utilities office, to find out further what was the delay? After all, an inspection can be done alone by the inspector, so there's no risk there.

I was directed to the Electrical Operations Manager. He looked our permit and then said, "Oh Yes, I remember this. We cannot hook up your system because it is too big. Your system is 17kW and we only allow systems of up to 10kW." My response was, But, per the Georgetown website, it says to base the system size on your annual energy used. And you reviewed and approved the permit application, then required an additional upgrade with an additional permit request and review, and through all that, no one noticed the system designed was larger than the 10kW maximum system size? His reply was "Yes, that was a mistake and shouldn't have happened." This was pretty much the end of the conversation and I subsequently made an appointment to speak with Electrical Utility General Manager. That meeting occurred including with the Electrical Operation Manager. We ultimately had two meetings and the end result was rather than a net metering meter being installed, a shunt was to be put in place.

A shunt is a device that allows for my solar energy and any extra produced to flow into my home and the electrical grid. but I am not given any credit for any extra produced. My first months energy production was 17kW, exactly as it was designed and almost exactly what I used. My intent was never to be an electrical generator and make money, just to produce what we are using. We should have no electrical bill. But now, because we have no meter for the electrical utility to record what we are producing, we still have an electrical bill of over \$300/month. Adding that to my payment for my solar system, that's almost exactly what I was paying for power before my solar system. That means I am getting no savings and my system will never even begin to pay for itself. And that extra power I am generating? The city of Georgetown gets the full benefit of that, about \$300/ month, for free. Well, after the second meeting the General electrical Manager had the electrical billing staff do an additional calculation on what the average Georgetown solar homeowner produces and we were given an additional \$35 a month. I will add here I am aware of at least one other Georgetown homeowner with a system over 10kW. He does have an additional meter and he told me his last months electrical bill had been \$9. And commercial business here can have systems larger than 10kW. Only homeowners are limited to under 10kW I also checked with the several other close cities. Round Rock has no limitation on alternative energy systems. Austin does, at a maximum size of 50KW, before having additional requirements to go larger.

I always thought Georgetown was pretty progressive with alternative energy. Didn't we get an award for being the first "All Solar city?" So why wouldn't they be receptive to their

homeowners having similar alternative energy resources? Our homeowner alternative energy program needs to be corrected to encourage homeowners to want to go solar. This ultimately reduces the total energy needs the city must seek sources for. Remember that comment I made about the website basically saying to size your system based on your average annual usage. Like I said, that statement is no longer there. Now it says, to contact the utility for more information.

Calixtro – Yes

Triggs – No

Fought – Yes

Pitts – No

Jonrowe – Yes

Gonzalez – Yes

Approved 4-2 (District 2 vacant).

- X. **Second Reading** of an Ordinance on a request for a **Zoning Map Amendment** to **rezone** approximately **14.518 acres** out of the Joseph Fish Survey, Abstract No. 22, **from the Agriculture (AG) district to the Local Commercial (C-1) district** for the property generally located at **4795 Williams Dr** -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and noted that there have been no changes since the First Reading.

Nelson read the caption.

Motion by Pitts, second by Fought.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- Y. **Second Reading** of an Ordinance for the **voluntary annexation** of an approximate **0.526-acre** tract of land out of the L.P Dyches Survey, Abstract No. 171, with the **initial zoning designation** of **General Commercial (C-3) and Scenic-Natural Gateway Overlay** upon annexation, for the property generally located at **8300 RM 2338**, to be known as **Highland Village Phase II** -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and noted that there have been no changes since the First Reading.

Nelson read the caption.

Motion by Pitts, second by Fought.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- Z. **Second Reading** of an Ordinance **amending Ordinance No. 2008-21** and **adding Section 10.12.130** to the Code of Ordinances related to the **rate of speed** on **State Highway 195** -- Ray Miller, Public Works Director

Miller presented the item and noted that there have been no changes since the First Reading.

Miller read the caption.

Motion by Pitts, second by Fought.

Pitts asked about the section from Shell Road to IH-35 that is the City's jurisdiction and what type of notifications will be used and the possibility for additional enforcement. Miller responded that staff is not planning on any specific notification, and once the notice is sent to TxDOT they will switch out signs. Miller stated that he asked TxDOT if the County had taken action on the other portion of 195, but never received feedback. Pitts stated that he recommends when available the City utilize the mobile speedometer that identifies drivers of their speed.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- AA **Second Reading** of an Ordinance **establishing** the classifications and number of positions **(Strength of Force)** for all the City of Georgetown **Fire Fighters** and **Police Officers** pursuant

to Chapter 143 of the Texas Local Government Code pertaining to Civil Service -- Tadd Phillips, Human Resources and Organizational Development Director

Phillips presented the item and noted that there have been no changes since the First Reading.

Phillips read the caption.

Motion by Pitts, second by Gonzalez.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

AB Second Reading of an Ordinance **adopting** the City of Georgetown **Annual Budget** for the **fiscal year beginning October 1, 2020, and ending September 30, 2021** -- Leigh Wallace, Finance Director

Wallace presented the item and noted that there have been no changes since the First Reading.

Wallace read the caption.

Motion by Pitts, second by Fought.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

AC Second Reading of an Ordinance **levying a tax rate** for the City of Georgetown for the **tax year 2020** -- Leigh Wallace, Finance Director

Wallace presented the item and noted that there have been no changes since the First Reading.

Wallace read the caption.

Motion by Pitts to adopt the property tax rate of 41.8 centers per \$100 of assessed valuation for the tax year 2020, second by Gonzalez.

Pitts asked for clarification on tax year versus fiscal year. Wallace responded that the tax year and fiscal year do not line up.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

ADSecond Reading of an Ordinance amending § 2.08.010. “Administrative Divisions and Departments” of the Georgetown Code of Ordinances -- Leigh Wallace, Finance Director

Wallace presented the item and noted that there have been no changes since the First Reading.

Wallace read the caption.

Motion by Pitts, second by Gonzalez.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

AE Consideration and possible action to approve a Resolution expressing official intent to reimburse costs related to capital equipment and the construction/design of various capital projects in an amount not to exceed \$26,000,000.00 with proceeds from bonds that will be issued in the Spring of 2021 -- Leigh Wallace, Finance Director

Wallace presented the item and noted that the item was to allow the project managers to begin parts of projects before the sale of the bonds that takes place later in the fiscal year. She added that the projects and funding plans have been reviewed by boards and Council and does not commit the City to the bonds in the event the projects are delayed or funded by another source. Wallace stated that the bonds were included in the budget process.

Wallace read the caption.

Motion by Pitts, second by Gonzalez.

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

Public Wishing to Address Council

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

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

AF Alfonso Sifuentes would like to address the Council regarding municipal solid waste, recycling, disposal, and hauling services for the City of Georgetown.

Mr. Sifuentes informed the Council of all of the services offered by Central Texas Refuse and provided their history.

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.

AGSec. 551.071: Consultation with Attorney

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

- Litigation Update

Sec. 551.072: Deliberations about Real Property

-Westinghouse Right of Way

- SH-29 Right Of Way, Hillwood
- Sec. 551.074: Personnel Matters**
- City Secretary Check-in
- Sec. 551.086: Certain Public Power Utilities: Competitive Matters**
- Purchased Power Update

Adjournment

Motion by Fought, second by Calixtro.

- Calixtro – Yes
- Triggs – Yes
- Fought – Yes
- Pitts – Yes
- Jonrowe – Yes
- Gonzalez – Yes

Approved 6-0 (District 2 vacant).

Adjourned at 7:31 p.m.

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

**Notice of a Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, July 21, 2020**

The Georgetown City Council will meet on Tuesday, July 21, 2020 at 2:00 PM at the Council Chambers at 510 West 9th St., Georgetown, Texas.

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

Mayor Ross called the meeting to order at 2:19 p.m. The following Council Members were in attendance: Mayor Dale Ross; Mary Calixtro, Council Member District 1; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; Kevin Pitts, Council Member District 5; and Rachael Jonrowe, Council Member District 6. Council District 2 is vacant and Tommy Gonzalez, Council Member District was absent. All Council Members present via videoconferencing and a roll call was performed.

Fought joined during Item B.

Regular Session

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

A. Call to Order

Mayor Ross noted that if all needed topics are covered at today's meeting then Council will not convene tomorrow (July 22, 2020). He also encouraged Council to ask questions at the top of the presentation as they should have all had a chance to review the information provided, or at the end of the presentation if they had a list of questions, whichever Council preferred.

B. Workshop overview, discussion and feedback regarding the FY2021 City of Georgetown Budget and Tax Rate -- David Morgan, City Manager

Morgan presented the item and noted that the budget team and department directors are participating in the meeting as well. He noted that PowerPoint presentation will also reference sections and pages in the budget book. Morgan stated that the purpose is to provide City Management Feedback on the budget status; discuss budget pressures and focus areas; provide detail on current budget planning; receive Council feedback prior to submission of the city manager proposed budget; and provide next steps in budget development and review process.

Pitts asked about contingency funds per the fiscal policy and asked for clarification on what qualifies as an emergency use. Morgan responded that there is a broad definition and intended to be used in a catastrophic event and noted COVID-19. He added that there may be a reason to use the reserve for the COVID-19 pandemic, but staff has not suggested doing that yet. Morgan stated that the goal is to replenish those funds as the first step in the next fiscal year. Pitts asked if the amount referenced in the contingency fund is equal to exactly 90 days. Morgan responded yes and noted that the City has enhanced and expanded its contingency funds over the last few years.

Morgan provided the Budget context and engagement starting with the Context of 2020 and 2021 noting the following: COVID-19 Pandemic led to closures with impacts to revenues, City facility and service changes, employee and public safety measures, and greater uncertainty in the near future; development growth continues with residential and commercial growth not slowing down; and the continuing of multi-year projects/initiatives with Fire stations 6 and 7, Workday implementation, and the Comprehensive Plan implementation. He explained the Budget engagement and online survey that received 660 Responses with almost 12,000 video views, 1,500 comments on six open-ended questions, and a wide response rate from each city council district with a spread of 17.5% in District 5 to 6.3% in District 1. Morgan provided the Budget engagement feedback and noted that there was a desire for no change to property tax rate and user fees with 34.3% of respondents that would support an increase in user fees. He continued that 70% of respondents rate the value of city services for the City taxes paid as Good or Excellent and then provided the ratings for how the City is addressing the impacts of growth, funding changes to manage traffic, funding changes to support infrastructure/roads, funding change to support safety in our city, and other city services that should be prioritized related to maintaining or increasing services in the library. Morgan provided the key themes for FY2021 as follows: conservative revenue projections with COVID uncertainty with flat sales tax, lower development, court, and recreation revenue, and property tax rate same or lower; maintain overall service levels and staffing plan with reduced parks and recreation programming due to reduced revenue and COVID social distancing measures, other base budget cuts made, and employee market compensation only with no merit increases; continue the plan to open Fire Stations 6 and 7 successfully and hire six firefighters for float positions; address limited areas in stress related to Customer Care, Utility Control Center, and Fiber Management; carry forward key capital improvement projects related to traffic and public safety; and continue improvements in public/employee engagement with the Citizen Survey, Civic Leadership Program, and Employee Survey. He

then explained the Budget focus and funding starting with the preliminary budget and noting: the City Manager Proposed Budget will be presented August 11, 2020; this version is a work in progress and intended to review with council for alignment and allows council to provide feedback to shape city manager's proposed budget; and Workbook format provides detail for transparency with funds and line item detail for current and proposed budgets, and historical balances provided. Morgan provided the Budget revenue assumptions as follows: staff is planning for tax rate of \$0.42, which is the same as FY2020 and will stay under voter approval rate where a 3.5% increase allowed, shape debt/infrastructure plan to stay within current tax rate, and a final tax roll delivered on July 25, 2020; and COVID-19 impacts including flat sales tax revenue, continued electric revenue impacts due to lower load demand, and reimbursement for FY2020 COVID-19 expenses. He noted the Budget cost assumptions as follows: base budgets for existing staff, supplies, maintenance and costs which may include increases related to growth and utilities, maintenance, cost increases; continue to provide overall existing levels of service with reduced travel, training, and supplies and the continuation of a limited number of frozen positions, with six positions in the General Fund and Joint Services Fund; and service enhancements with new staffing, program funding to address growth or specific issues. Morgan reviewed the assumptions made to continue market and step pay adjustments noting that market adjustments will be implemented for police and fire sworn, along with step increases as follows: Police Market of \$99,000 for 88 employees which is a 60% implementation and 0.3% to 1.5% average increase; Fire Market of \$264,000 for 138 employees which is a 60% implementation and 1.7% to 2.5% average increase; Police Steps of \$118,000 for 88 employees which is a 2 to 4% average annual step; Fire Steps for \$176,000 for 138 employees which is a 2 to 4% average annual step; and non-public safety of \$246,000 across all funds for 48% of employees and 40% of job titles for an average of a 2% increase. He stated that Public Safety investments include: Public Safety staffing of six firefighter float positions to meet minimum staffing levels and control overtime costs; and opening Fire Stations 6 and 7 and covering operational costs and staffing costs continue to be partially funded through SAFER grant, but grant revenue is reduced. Morgan explained the need to maintain service levels by increasing staffing in high growth areas as follows: in the General Fund Fire will get six firefighters and the Animal Shelter will get a part-time Veterinarian which will be a net \$0 cost to the General Fund; Joint Services will receive a Customer Care Customer Service Representative and an Engineering Project Manager; Information Technology will receive a Fiber Supervisor, Fiber Technician, and System Analyst; Electric will receive a Utility Analyst and Control Center Operator; Water will receive a Utility Analyst; and this will be a total of 14.5 new positions. He noted the Workbook detail and analysis. Morgan stated that the Workbook has: a table of contents; set up by Fund with a Governmental reporting structure, revenues and highlights in summary, summary fund schedule with high level grouping, detailed line items for revenue and expense, and detail of new requests and current status; and a reference section. Morgan explained the Budget Workbook review and that he will walk through the variances between FY2020 and FY2021 noting: increases due to growth and demands; new requests currently included; variances due to reorganization or other reasons; adjustments for new Workday system because the City is currently in three systems historical, current workday and spreadsheets

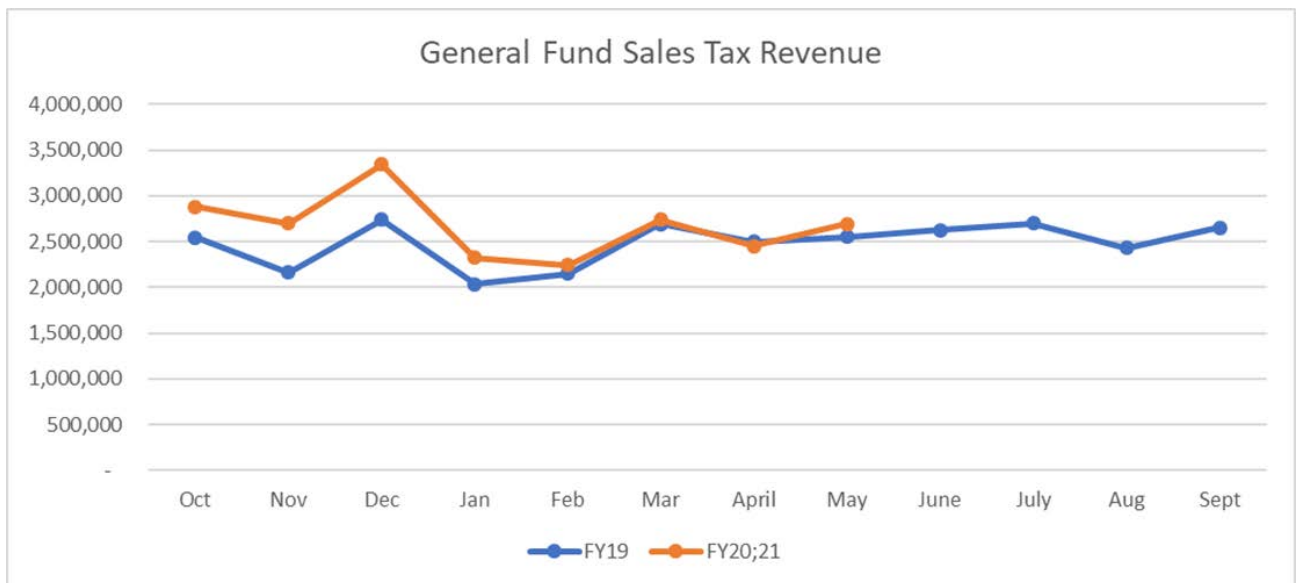
for FY21 Budget; and Budget program/adaptive Workday to begin August 1, 2020 with FY2022 Budget being prepared in the new system. He provided a Government Budget and accounting refresher and noted that funds are the City's reporting structure; each fund is self-balancing and represents a related set of accounts, and include assets, liabilities, revenue and expenses; fiscal and budgetary policy outlines specific requirements for most major funds; the General Fund is the primary operating fund of the city, traditional resources associated with city government containing public safety, street maintenance, parks, library, administration, and funded through sales taxes, fees, property taxes (operating portion) and return on investment from utility funds; General Debt Service funds debt payments for general debt through the debt service or "interest and sinking" portion of property taxes; Enterprise Funds include Electric, Water/Wastewater, Stormwater, Airport and operate more like traditional businesses with rates/fees that are set to recover costs; Internal Service Funds include Joint Services, Fleet, Facilities, Information Technology, Self-Insurance and provide internal support like these overhead costs are allocated out to other funds through formulas based upon demand; and Special Revenue Funds which are required legally, by council order or for better accounting management and contains convention and visitors bureau; street maintenance sales tax; grants, etc. Morgan then reviewed the General Fund and provided FY2020 Projections as follows: total revenues projected to end overall slightly lower than budget with lower parks, sanitation and EMS revenue and parks revenue is 48% lower (\$1.4 million) due to closures and cancellations, Utility return on investment and franchises at budget, strong development revenue, Sales Tax projected to end at budget, and property tax projected to end at budget; and expenses show the Budget contingency planning reduced expenditures and continue to hold on vacant positions to preserve cash.

He then explained the General Fund - Fund Schedule as follows:

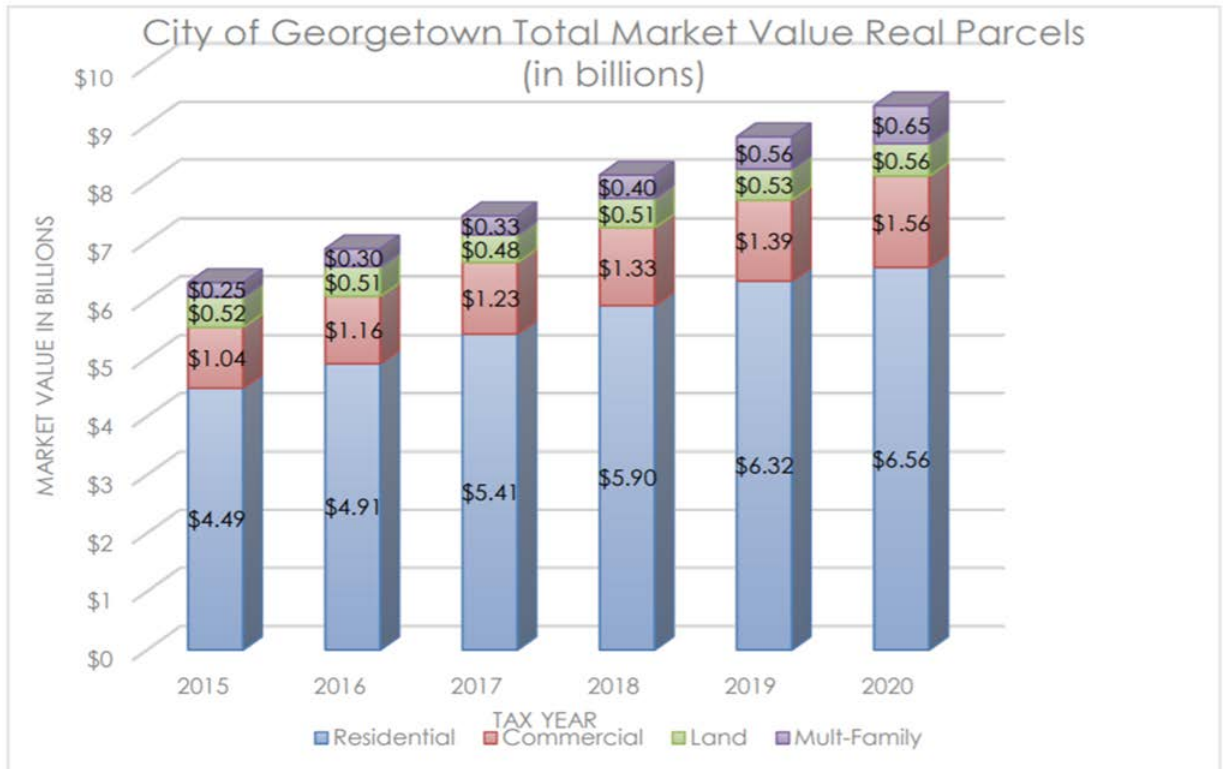
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Beginning Fund Balance	10,946,800	14,263,750	14,263,750	15,566,646	-	15,566,646
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Ending Fund Balance	13,499,527	13,234,623	15,566,646	14,739,724	126,984	14,866,708
CAFR Adjustment	(200,081)	-	-	-	-	-
Contingency	10,750,000	11,414,340	11,414,340	12,500,000	126,752	12,626,752
Benefit Payout Reserve	340,000	340,000	340,000	340,000	-	340,000
Economic Stability Reserve	-	1,759,446	1,759,446	1,759,446	-	1,759,446
Available Fund Balance	2,209,446	(279,163)	2,052,860	140,278	232	140,510

Revenues	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Sales Tax	16,581,705	17,859,375	17,859,375	17,859,375		17,859,375
Property Tax	13,896,439	14,900,000	14,915,295	15,600,000		15,600,000
Environmental Services	9,281,583	10,155,450	10,118,450	10,989,969		10,989,969
Transfer In	7,686,360	8,433,100	8,433,100	8,753,009	462,685	9,215,694
Fire/EMS	7,059,201	7,176,152	6,793,885	7,177,004		7,177,004
Franchise Fee	5,646,478	5,890,270	5,892,057	6,253,270		6,253,270
Permits/Development	3,781,884	3,968,500	4,685,897	4,355,500	(150,000)	4,205,500
Allocation	2,428,000	2,707,730	2,707,730	3,405,258		3,405,258
All Other	2,040,178	1,902,420	2,404,282	1,425,745		1,425,745
PARD	2,693,468	2,833,100	1,476,005	1,893,234		1,893,234
Muni Court	348,353	352,250	305,156	328,392		328,392
Grand Total	71,443,650	76,178,347	75,591,232	78,040,756	312,685	78,353,441

Morgan reviewed the General Fund - FY2021 Revenues noting revenue assumptions of sales tax with a 0% increase over budget for \$17,859,375 million, and new development like Wolf Crossing, Holt Cat and Academy Sports & Outdoors offsets other areas impacted by pandemic business closures with a 7.7% increase over FY19 ending balances as follows:



Morgan reviewed Property Tax that totals \$15,600,000 with: approximately \$700,000 in new revenue; 3.5% increase allowed in voter approved rate; SB 2 allows cities to go up to 8% before requiring voter approval due to emergency declaration being declared; staff recommendation is to stay within 3.5%; no higher than \$.42 (existing FY20 rate) per \$100 value anticipated; final property tax roll anticipated on July 25, 2020; and \$46 million in new property values. He reviewed the following graph:



Morgan reviewed Sanitation and noted that the current residential rate is \$19.55 and the new proposed residential rate is \$20.92 with anticipating proposing a rate adjustment of \$1.37 and the 1.26% increase to the TDS Contract will equal \$0.25, the transfer station costs (debt service) will equal \$1.00; the fee for Household Hazardous Waste will equal \$0.12 for an overall 7% increase and commensurate increase for commercial customers. He explained that the TDS Current Contract is part of an initial contract awarded in 2012, extended in 2017, and the contract term concludes October 31, 2022. Morgan provided the following aide:

Year	Rate Increase Request	Amount Approved	Residential Rate – IN Wholesale
2017	New Contract	N/A	\$15.87
2018	Can't ask first year	N/A	\$15.87
2019	Requested 4%	4%	\$16.50
2020	Requested 1.26%	1.26%	\$16.71

Morgan noted the Refuse Rate Index (RRI) with index numbers viewed at: <https://data.bls.gov/cgi-bin/srgate> as follows:

RRI Name	Series Number
<u>Producer Price Index (PPI #2 Diesel):</u> Quantifies price fluctuations for goods and services in this case – diesel fuel	WPU05730302
<u>Core Consumer Price Index (CPI)</u> The average change overtime in the prices paid by urban consumers for various products in the market.	CUUROOOOSAOLIE
<u>Producer Price Index (PPI Equipment)</u> Quantifies price fluctuations for goods and services in this case – Vehicle & Equipment Replacement	WPU141301
<u>Employment Cost Index (ECI)</u> Labor Cost	CIU20150000005201
<u>PPI Industrial Truck Maintenance</u> Quantifies price fluctuations for goods and services in this case – truck and vehicle maintenance	PCU333924333924

Morgan noted the Formula = $(2020-2019)/2019 \times \text{Weighted \%}$ with PPI Diesel: $(243.0-273.2)/273.2 \times .06 = -0.66$

Refuse Rate Index (RRI) Calculation					
Index	2019	2020	% Change	Weight	Total
Producer Price Index (PPI #2 Diesel):	273.2	243.0	-0.11	6.00%	-0.66%
Core Consumer Price Index	261.114	267.268	0.024	17.00%	0.40%
Producer Price Index (PPI Equipment)	254.70	257.9	0.013	10%	0.13%
Employment Cost Index (ECI)	135.5	139.5	0.03	38%	1.12%
PPI Industrial Truck Maintenance	256.5	258.9	0.01	29%	0.27%
			Total		1.26%

Morgan explained the impact to rates as follow:

Service	Current Rate	TDS Contract	\$ inc	% inc
Residential IN	\$19.55	\$19.80	0.25	1.26%
Residential OUT	\$27.45	\$27.80	0.35	1.26%
Comm Cart	\$29.33	\$29.70	0.37	1.26%
4 YD @ 1/wk	\$83.88	\$84.95	1.07	1.26%
6 YD @ 1/wk	\$128.18	\$129.80	1.62	1.26%
8 YD@ 1/wk	\$149.24	151.15	1.91	1.26%

Morgan reviewed the Transfer Station purpose where materials must be direct-hauled in the collection vehicle or long-hauled using transfer trailers and factors that affect financial feasibility include: collection cost, disposal cost, distance/travel time to landfill, fuel costs, annual tonnage hauled, and payload of transfer trailers vs. collection vehicles. He added that the current landfill is approximately 90 miles round-trip. Morgan explained the TCEQ required improvements and that the City committed to the Texas Commission on Environmental Quality (TCEQ) to make certain improvements at the transfer station, and the improvements include covering areas where waste is exposed and better storm water management. He continued that the existing facility was originally opened in 1984 and improvements made in 2006-2009, and prior to investing in improvements to the existing facility, City Council provided guidance to compare that option to building a new facility at the same location. Morgan noted the Council Direction provided on April 24, 2018 for new facility improvements as follows: better separation of customer drop off and collection vehicles; increase operational efficiency; reduce wait time to unload vehicle; less downtime to process multiple streams; provide for 3 waste streams (trash, recycle, and compost); and require new TCEQ permit. He the noted the Council direction given on January 28, 2020 and provided estimated costs as follows:

Design Element	Estimated Cost	Estimated Cost w/ 20% Contingency
Transfer Station Building	\$ 3,400,000	\$ 4,080,000
Scale House	\$ 100,000	\$ 120,000
Covered Drop-Off Area	\$ 350,000	\$ 420,000
Scales	\$ 270,000	\$ 324,000
Site Work	\$ 2,760,000	\$ 3,312,000
Road Alignment	\$ 500,000	\$ 600,000
Water Line	\$ 300,000	\$ 360,000
Compost Area Regrade	\$ 300,000	\$ 360,000
Truck Wash	\$ 40,000	\$ 48,000
TOTAL	\$ 8,020,000	\$ 9,624,000

Morgan explained that the Transfer Station construction budget and rates show: Transfer Station construction costs are up to 10 million dollars; debt is sold and repaid over a 20-year period; payments are approximately \$700,000 per year; and a new transfer station is expected to increase capacity and efficiency to last to 2050 or longer. He then provided the Commercial and Residential Rates as follows:

CUSTOMER	SANITATION PERMIT CHARGE	COST PER MONTH PER CUBIC YARD	ANNUAL REVENUE	MONTHLY REVENUE
External Commercial	Roll-Off/Sanitation Permit Average 150 permits	\$100 per permit	\$180,000	\$15,00
COG Internal Commercial	503,061 (dumpsters & carts)	\$0.50 Landfill \$0.30 Recycling	\$220,546	\$18,379
COG Residential	26,801 accounts	\$1.00 Per account	\$321,612	\$26,801
Totals			\$722,158	\$60,180

Morgan showed the Internal Commercial Detail as follows:

CUSTOMER (LANDFILL)	SIZE IN CUBIC YARD 1X PER WEEK	MONTHLY COST	MONTHLY REVENUE	ANNUAL REVENUE
Individual \$129.80 to \$147.80	8	\$17.34	\$17.34	\$208.02
Total = 74	2,565		\$1,282	\$15,393
Individual \$129.80 to \$147.80	6	\$13.00	\$13.00	\$156.00
Total = 83	2,158		\$1,079	\$12,948.00
Cart \$29.33 to \$30.80	0.5	\$1.09	\$1.09	\$13.08
Total = 355	770		\$385	\$4,622.10
			Total All Business Annual	\$220,545

Morgan reviewed the Impact to Rates as follows:

Service	Current Rate	TDS/COG Contract	Transfer Station Debt	New Rate Transfer Station
Residential IN	\$19.55	\$19.80	\$1.00	\$20.80
Residential OUT	\$27.46	\$27.80	\$1.00	\$28.80
Comm Cart	\$29.33	\$29.70	\$1.09	\$30.79
4 YD @ 1/wk	\$106.08	\$107.41	\$5.20	\$112.61
6 YD @ 1/wk	\$128.18	\$129.80	\$7.80	\$137.60
8 YD@ 1/wk	\$149.24	\$151.12	\$10.40	\$161.52

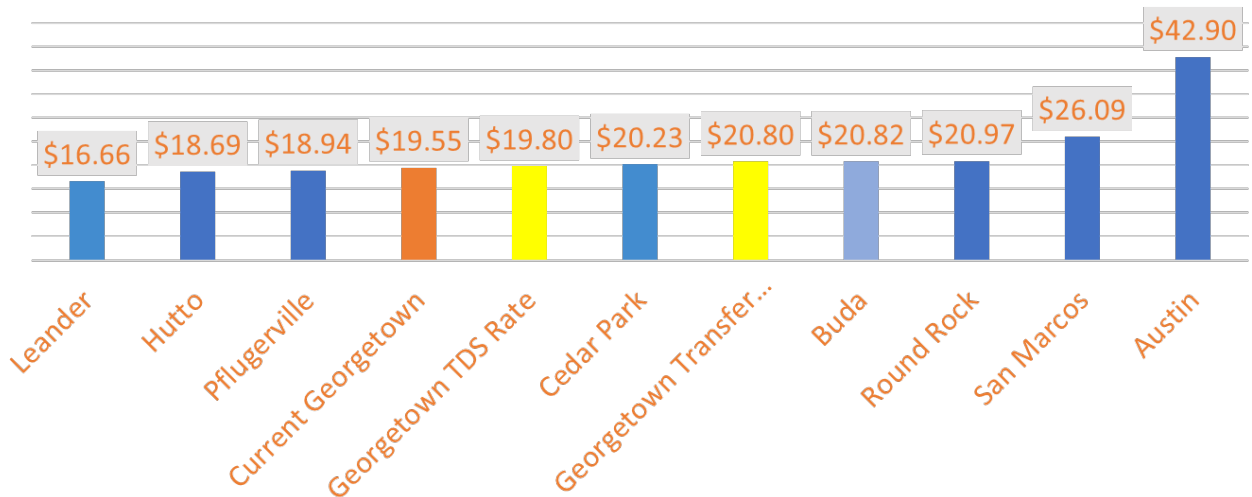
Morgan then reviewed the Household Hazardous Waste (HHW) Program and noted: in 2019 the City's contractor provided notice that it would no longer provide service, and City contracts with City of Round Rock to provide 50 vouchers per month (600/year) at a cost of \$40 per voucher (\$24,000/yr); the waiting list is over 200 residents as of July 2020; and in 2020 staff is seeking proposals for HHW program from multiple companies for FY21 program. He noted the HHW New Proposed Program that would include: a monthly Hazardous Waste Collection day for the residents within the city limits of Georgetown; residents informed of program through City marketing; no limit on number of residents who can participate;

Saturdays from 8AM-2PM; monthly rate impact of \$0.12; and costs of \$66,000 per year (low bid to date) for the program and \$40,000/year estimate for the disposal of material with the following impact to rates:

Service	Current Rate	TDS/COG Contract	Transfer Station Debt	New Rate Transfer Station	New Rate HHW \$0.12
Residential IN	\$19.55	\$19.80	\$1.00	\$20.80	\$20.92
Residential OUT	\$27.46	\$27.80	\$1.00	\$28.80	\$28.92
Comm Cart	\$29.33	\$29.70	\$1.09	\$30.79	\$30.91
4 YD @ 1/wk	\$106.08	\$107.41	\$5.20	\$112.61	\$112.73
6 YD @ 1/wk	\$128.18	\$129.80	\$7.80	\$137.60	\$137.72
8 YD @ 1/wk	\$149.24	\$151.12	\$10.40	\$161.52	\$161.64

Morgan provided a peer comparison based on 2020 residential 95-gallon carts as follows:

96 gal cart, Standard Residential Service



Morgan reviewed the General Fund FY2021 revenues noting: Parks and Recreation revenue is reduced 29% over FY19 actuals due to expected continued impacts of COVID with the areas impacted being the Recreation Center, Recreation Programming, Tennis Center, and Aquatics with assumed program cuts, reduced hours at pools and other cost savings to partially offset the reduced revenue. He explained the General Fund FY2021 expenses noting that Council has been provided with a full list of department requests, base budget cuts over \$800,000 total by reducing travel, training, supplies and having six frozen positions as follows: Parks Maintenance Worker, Challenge Course Coordinator, two part time recreation assistants, Court supervisor, Administrative Secretary in Administrative Services, and a Management Analyst in Public Works. Morgan noted the service level impacts of reduced pool operation

at River Ridge Pool and reduced hours at other pools and reduced recreation programming. He stated that General Fund FY2021 Expenses for Public Safety include in Fire six new firefighter float positions totaling \$431,411, station equipment totaling \$78,400, and supplies for new stations totaling \$19,000; and for Police DroneSense software costing \$7,140. Morgan reviewed the General Fund FY2021 Expenses for Administrative and Council that include: redistricting costs of \$40,000; Mobility Bond planning totaling \$8,000; Citizen and Employee surveys totaling \$31,000; City council goal setting work session totaling \$9,500; Community Services training costing \$6,000; Code enforcement officer development/steps totaling \$8,000; Part Time Veterinarian totaling \$50,000 which adds 0.5 full time employee with \$35,000 existing contract services funding available in budget and \$15,000 donation from Friends of the Animal Shelter; and Communications new van maintenance which is capital funded through PEG special revenue fund.

Morgan summarized the General Fund Expenses as follows:

Expenses	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
CC0001 Non-Departmental	361,000	524,860	524,860	1,087,000	(287,000)	800,000
CC0107 Planning	1,369,134	1,937,189	1,656,891	1,754,866	(150,000)	1,604,866
CC0202 Parks Administration	600,757	624,953	619,947	651,010	-	651,010
CC0210 Library	2,688,859	2,788,513	2,702,504	2,847,245	-	2,847,245
CC0211 Parks	2,605,753	2,781,344	2,640,419	2,690,310	-	2,690,310
CC0212 Recreation	2,639,488	2,798,284	2,686,073	2,858,535	-	2,858,535
CC0213 Tennis Center	411,338	464,354	351,183	432,157	-	432,157
CC0214 Recreation Programs	1,246,310	1,370,707	1,098,537	1,337,608	-	1,337,608
CC0215 Garey Park	760,203	976,612	914,087	1,002,995	-	1,002,995
CC0218 Arts and Culture	39,077	36,729	53,694	57,857	-	57,857
CC0316 Municipal Court	634,728	664,063	605,084	576,874	-	576,874
CC0402 Fire Support Services/Administration	2,892,457	3,160,344	3,347,476	4,233,347	-	4,233,347
CC0422 Fire Emergency Services	12,859,583	14,312,200	14,327,630	15,079,036	481,811	15,560,847
CC0448 EMS	2,376,695	2,864,866	2,521,241	2,448,532	-	2,448,532
CC0533 Environmental Services	7,740,074	8,532,355	8,480,012	9,431,924	-	9,431,924
CC0536 Inspection Services	1,237,826	1,347,040	1,282,436	1,372,623	-	1,372,623
CC0602 Administrative Services	1,605,930	1,933,851	1,675,228	1,764,961	83,000	1,847,961
CC0605 Community Services	-	265,738	253,593	295,999	6,000	301,999
CC0634 City Council Services	168,069	177,608	169,049	176,234	9,500	185,734
CC0635 City Secretary Services	801,804	819,283	761,473	960,243	30,000	990,243
CC0638 General Government Contracts	4,365,305	3,443,750	4,339,251	4,511,522	-	4,511,522
CC0655 Communications/Public Engagement	399,754	684,453	608,209	788,945	5,250	794,195
CC0702 Police Administration	2,391,132	2,632,662	2,659,080	2,538,022	-	2,538,022
CC0742 Police Operations	12,397,439	13,821,765	13,297,025	14,039,285	7,140	14,046,425
CC0744 Animal Services	871,897	989,507	967,657	1,091,101	-	1,091,101
CC0802 Public Works	1,085,767	1,469,053	1,235,203	1,348,232	-	1,348,232
CC0846 Streets	3,942,701	5,261,012	4,071,354	2,935,730	-	2,935,730
CC0745 Code Compliance	387,844	524,382	439,142	555,485	-	555,485
Grand Total	68,880,925	77,207,474	74,288,336	78,867,677	185,701	79,053,378

Morgan then took questions and feedback on the General Fund.

Pitts asked about the subsidy for the Recreation Center, noting that it was about \$900,000 last year. Morgan responded that it would be higher than that and staff anticipated revenues to be down. He stated that staff will get a clear number before the end of the session. Pitts stated

that he was reviewing cuts and asked how they were proposed and what the process was. Morgan responded that staff looked for gaps in expenditures and looked at various funds and departments to identify a target for departments to make reductions. He continued that Fire and Police will be much different from City Secretary both in size and type of expenditures, and departments were provided different scenarios. Pitts noted that the library had no cuts and asked if there are efforts to make the library more family friends instead of a hub for homeless. Morgan responded that the Library has been recognized as being a family friendly location, and homeless residents can utilize the Library during open hours. He continued that staff works with parks, police, and library staff to assist, and there is funding associated with a social worker to assist with guiding people to the correct resources. Morgan stated that services are provided to all, not just homeless. Mayor Ross noted that the Library is one of about 700 in the entire US that has been designated as a family friendly location, and having a social worker onsite is a different discussion than whether or not the Library is family friendly. Pitts asked if staff has considered doing an RFI for another organization to run the rec center and possibly save funds. He continued that he would like to consider finding a way to fund two police officers that were not funded, with the primary goal of government being public safety and he would like to be proactive instead of reactive. Pitts stated that more help is needed, and he would like to see an 80% raise to Civil Service. Mayor Ross noted those as parking lot items that can come back to council. Morgan stated that last year or the year before Council asked for an Animal Control Officer position to be funded and staff can take a similar approach with the police officers. He continued that if Council is going to propose 80% funding for Civil Service it should be for police and fire. Morgan noted that since his time at the City the budgets have funded a significant amount and there is competitive compensation.

Triggs stated that he would like to see two additional officers added and would like to see compensation raised to 100%.

Jonrowe had no comments.

Calixtro stated that she attended the Chamber breakfast today with Chief Nero's presentation and she agrees that they are front line with Fire Department. She stated that she is looking more at 70% funding of compensation and noted that a lot of people that are front line workers. Calixtro asked if there was a way to look at that and consider merit increase for all employees. She then asked when everything would go into effect if new officers are added. Morgan responded that it would be considered based on hire date. He stated that it takes \$243,000 to fund 100% of market and \$354,000 for two additional officers and equipment. Morgan stated that merit raises for entire staff of 2% would lead to looking at significant cuts in operations in other areas to reduce expenses and provide for addition staff and merit increases.

Fought asked that staff take a hard look at raises for Police and Fire.

Mayor Ross asked that staff provide the funding needs to Civil Service increase at 60%, 70%, 80%, 90%, and 100%.

Triggs noted that he was under the impression that raises for non-public safety staff would be covered later in the presentation. Morgan responded no. Triggs stated that he would be in favor of merit increase for all employees. Morgan stated that he appreciates Council's support of staff and there are some limitations on what can be done via property taxes unless Council wants to send the rate to the voters. Mayor Ross asked when staff would provide responses to the feedback received today. Morgan responded July 28, 2020 if staff can get the information in time or on August 11, 2020. Mayor Ross asked that staff try to get the information to Council by July 28, 2020.

Pitts asked if merit raises aren't possible then Council should consider a one-time payment for those that are not in line to receive a merit increase and wouldn't hit the budget as hard. Morgan said that those are things to consider, and Council can also consider during mid-year after determining how the City is being affected by sales tax.

Mayor Ross called for a break starting 3:36 p.m. and the presentation resumed at 3:45 p.m.

Laurie Brewer, Assistant City Manager presented the Capital Improvement Plan. She reviewed the Facilities FY21 CIP noting public safety training and operations tactical and firearms training center costing \$4,500,000, Recreation Center HVAC costing \$800,000, and Rec Center/Teen Center renovation costing \$200,000. Brewer noted that Facilities are self-supporting with the Transfer Station costing \$11 million total made up of: \$1 million issued in FY2019 for design; repurpose approximately \$5 million from FY2019 issue for the downtown parking garage; issue difference in FY2021 of \$5 million; and debt service on entire project paid through increase in sanitation rates. She reviewed the equipment that is Tax supported including Public Safety Vehicles (\$940,000 Police and \$2,290,000 Fire) and \$363,278 for radio replacement (final year), \$225,000 for cardiac monitors, and \$580,000 for SCBA replacement. Brewer noted Parks Capital Improvements and that the Parks CIP is a rollforward of FY2020 projects not funded during stagnant debt market and totaling \$1,795,000 consisting of: Neighborhood Park Development costing \$250,000 for Heritage Gardens; Parks Master Plan costing \$200,000; Regional Trail through Wolf Crossing property \$1,275,000; Tennis Center pool demo costing \$70,000; new Parks projects for FY2021 costing \$150,000 for a continuation of ADA Transition Plan providing upgrades to trails and facilities for accessibility. She noted the Transportation Capital Improvements consisting of DB Wood costing \$4,000,000 and \$14.4 million in future years, sidewalks costing \$1,000,000, and intersection improvements costing \$1,800,000. Brewer explained the Airport Capital Improvements that include: \$750,000 for Airport Maintenance/Equipment Storage Facility; and grant funded projects for FY2021 consisting of design and building of an oil water separator for \$40,000, ACTC Communications equipment for \$55,000, reseal TWY A&F and repaint markings for \$70,000, and engineering studies for \$75,000. She noted the Stormwater Capital Improvements costing \$1,000,000 and consisting of curb and gutter improvements

costing \$500,000, drainage improvements/flood mitigation projects costing \$300,000, and stormwater inventory costing \$200,000. Brewer reviewed the Electric Capital Improvements totaling \$5,648,625 and consisting of continued system upgrades, \$2.5 million related to new development, various feeder and transformer improvements, and the purchase of equipment for a reel turret trailer costing \$104,000, and an underground pulling trailer costing \$194,000. She provided the Water CIP totaling \$28,650,000 and consisting of projects rolled from FY2020 that total \$5,550,000 include Southwest Bypass water line costing \$1,800,000, Southside Plant costing \$2,250,000, Hoover design costing \$750,000, and tank rehab costing \$750,000. Brewer then recapped the Water new CIP projects that total \$23.1 million and include Round Rock connection and storage costing \$9,200,000 Hoover pump station, line and elevated tank costing \$6,100,000, Water Oak costing \$3,500,000, South Plant costing \$1,250,000, miscellaneous line and tank costing \$750,000, and Aviation Drive costing \$2,300,000 to address fire flow. She explained the Wastewater CIP totaling \$2,650,000 and including: Edwards Aquifer Recharge Zone (EARZ) which is a TCEQ mandate and costs \$1,500,000; lift station repair and upgrades as needed for approximately 40 stations system-wide and costs \$550,000; and Cimarron Hills Treatment Plant Expansion which is a contractual commitment funded by Oaks at San Gabriel with construction slated for FY2023/FY2024 and \$600,000 for design in FY2021 which will be developer reimbursed.

Brewer provided a summary of CIP Five Year outlook as follows:

Row Labels	FY2021	FY2022	FY2023	FY2024	FY2025	Beyond 5 Years	Total
Enterprise Funds							
Electric	5,648,625	7,100,750	7,454,500	5,200,000	4,200,000	6,400,000	36,003,875
Wastewater	2,650,000	42,750,000	12,250,000	2,050,000	800,000	57,550,000	118,050,000
Water	28,650,000	8,750,000	63,350,000	16,750,000	500,000	9,250,000	127,250,000
Enterprise Funds Total	36,948,625	58,600,750	83,054,500	24,000,000	5,500,000	73,200,000	281,303,875
General Capital Projects							
Facilities	4,700,000	150,000	6,000,000	12,150,000	15,850,000	49,975,000	88,825,000
Fleet	3,230,000	2,781,500	3,227,400	2,647,500	2,484,000	11,383,000	25,753,400
Other	363,278	-	-	-	-	-	363,278
Parks	1,945,000	750,000	6,700,000	4,250,000	250,000	53,650,000	67,545,000
Public Safety	805,000	300,000	-	-	-	-	1,105,000
Streets	6,800,000	14,600,000	10,000,000	1,000,000	-	13,700,000	46,100,000
Gen Fund - Solid Waste	6,500,000	-	-	-	-	-	6,500,000
Downtown TIRZ	75,000	1,300,000	1,375,000	2,150,000	500,000	-	5,400,000
General Capital Projects Total	24,418,278	19,881,500	27,302,400	22,197,500	19,084,000	128,708,000	241,591,678
GTEC							
GTEC	10,600,000						10,600,000
GTEC Total	10,600,000						10,600,000
Other Enterprise Funds							
Airport	825,000	75,000	75,000	75,000	75,000	75,000	1,200,000
Stormwater	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	6,000,000
Other Enterprise Funds Total	1,825,000	1,075,000	1,075,000	1,075,000	1,075,000	1,075,000	7,200,000
Grand Total	73,791,903	79,557,250	111,431,900	47,272,500	25,659,000	202,983,000	540,695,553

Brewer paused for CIP questions and feedback. Council had no questions.

Morgan stated that he was able to answer the question regarding the rec center subsidy. Leigh Wallace, Finance Director stated that the breakout for the recreation center cost center covers more than just operations and 53% of costs are recovered from revenue, where 47% is not

recovered from other revenue sources. Morgan stated that the cost recovery model will come to council and that would be the correct time to bring forward a proposal for other entity to run the Rec Center.

Morgan continued the presentation and reviewed the Electric and Water Funds. He provided the Electric Fund FY2020 projections as: operating revenues totals \$90.3 million; electric charges are projected to be \$2.2 million down from the budget of \$85.5 million, and this decline is the direct result of lower load demand due to COVID-19; developer contributions are projected to total \$2 million, which is \$1.4 million more than budget; operating expenses total \$83.4 million; electric resource expenses are projected to end on budget with the positive impact of renewable energy credit sales; and overall expenses are projected to end \$1 million less than budget due to operational savings seen throughout the year. Morgan continued the Electric Fund FY2020 projections noting: non-operating revenues are projected to total \$15.2 million, which is \$10.2 million above budget and this is due to an anticipated sale of transformers to LCRA and the second year of the sale of the fiber system to the IT Fund including the sale of transformers totaling \$9.6 million and fiber system sale installment totaling \$651,000; non-operating expenses are projected on budget at \$9.5 million for capital improvements and debt service; and a projected ending fund balance of \$19.7 with \$14.2 million in non-operating reserves and \$1.3 million in reserved bond proceeds after contingency is met. He then explained the Electric Fund FY2021 revenues as follows: operating revenues totals \$91.3 million which represents 1% growth due to residential and commercial growth and reimbursement from the S. Georgetown TIRZ for electric infrastructure expenses; operating expenses total \$86.9 million which is a 4.2% growth over FY20 projections with operational savings continue from FY20 projections, and electric resource management is conservatively budgeted at \$62.3 million; non-operating revenues total \$5.6 million of bond proceeds for capital improvements; non-operating expenses total \$9.5 million for capital improvements and debt service; and the ending fund balance is budgeted at \$21.0 million with non-operating revenues at \$16.2 million above contingency reserves. He also provided a list of proposed enhancements.

Morgan provided the Electric Fund Schedule as follows:

	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Beginning Fund Balance	2,103,921	6,614,742	6,614,742	19,698,736	-	19,698,736
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Ending Fund Balance	6,333,412	9,299,132	19,698,736	20,962,888	(694,695)	20,268,193
CAFR Adjustment	168,154	-	-	-	-	-
Contingency	4,082,999	4,142,159	4,190,234	4,018,754	-	4,018,754
Non-operating Reserve	2,250,413	4,555,000	14,208,502	16,249,439	-	16,249,439
Reserved Bond Proceeds	-	-	1,300,000	-	-	-
Available Fund Balance	168,154	601,973	0	694,695	(694,695)	0

Morgan provided the Electric Fund Revenues and Expenses as follows:

	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Operating Revenue						
Electric Charges	80,255,956	85,509,803	83,311,754	85,036,003		85,036,003
Administrative Charges	2,261,048	3,192,616	3,192,616	3,222,103		3,222,103
Developer Contributions	1,706,218	600,000	2,000,000	1,500,000		1,500,000
Fees	482,616	816,000	800,732	685,000		685,000
Transfers In	633,509	500,000	500,000	379,308		379,308
Penalties	800,107	450,000	325,000	450,000		450,000
Misc Revenue	2,371,653	35,000	167,000	35,000		35,000
Interest Income	78,214	40,000	10,000	5,000		5,000
Sales Tax	6,876	5,000	5,000	5,000		5,000
Operating Revenue Total	88,596,198	91,148,419	90,312,102	91,317,414		91,317,414
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Operating Expense						
CC0001 Non-Departmental	3,855,750	4,832,792	4,798,059	4,750,000	274,500	5,024,500
CC0521 Electric Technical Services	564,208	695,280	686,163	703,436	13,000	716,436
CC0522 Electric Administration	8,762,262	9,220,797	9,578,017	9,456,625	110,687	9,567,312
CC0524 Metering Services	2,036,716	2,183,541	1,933,060	1,878,347	151,768	2,030,115
CC0525 T&D Services	4,465,187	4,905,579	4,318,232	4,495,006	22,875	4,517,881
CC0537 Electric Resource Management	56,182,299	59,931,221	59,813,414	62,331,349	-	62,331,349
CC0555 Electric Systems Operations	1,542,494	1,473,757	1,442,538	1,447,466	121,865	1,569,331
CC0557 Electrical Engineering	957,412	1,140,568	829,131	1,145,604	-	1,145,604
Operating Expense Total	78,366,327	84,383,535	83,398,613	86,207,833	694,695	86,902,528
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Available Operating Fund Balance	12,333,791	13,379,626	13,528,231	24,808,318	(694,695)	24,113,623
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Non-Operating Revenue						
Bond Proceeds	-	5,010,000	5,010,000	5,648,625		5,648,625
Sale of Property	1,504,207	10,000	10,261,000	10,000		10,000
Non-Operating Revenue Total	1,504,207	5,020,000	15,271,000	5,658,625		5,658,625
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Non-Operating Expense						
CC0001 Non-Departmental	3,647,421	4,090,494	4,090,494	4,152,805	-	4,152,805
CC0557 Electrical Engineering	3,857,165	5,010,000	5,010,000	5,351,250	-	5,351,250
Non-Operating Expense Total	7,504,586	9,100,494	9,100,494	9,504,055	-	9,504,055

Pitts noted that some of the line items have changed names. Wallace explained cost centers in Workday and how they are applied. Pitts stated that he was looking at power costs and thanked Wallace for the explanation. Wallace noted the Electric Resource Management includes purchase power and would include consultant fees related to purchase power. Pitts noted that developer fees now collected on the front end and that amount is now higher than last year. Morgan responded that the practice of collecting revenue has changed and overall, the process and fee collection has changed.

Council had no other questions.

Brewer reviewed the Water Fund FY20 projections as follows: operating revenues totals \$52 million which is an increase of 6.25% primarily due to development fee growth of \$2 million;

operating expenses total \$42.7 million which is 1.5% lower than budget due to operational savings; non-operating revenues are projected at \$35.7 million of bond proceeds for capital improvements and \$26.4 million of impact fees; non-operating expenses total \$105.6 million for capital improvements and for debt service which matches the fast growth of the water utility; projected ending fund balance of \$31.6 million by end of FY2020 with \$10 million in non-operating contingency and available fund balance of \$11.8 million after meeting contingency requirements; operating revenues totals \$52.6 million which is an increase of 1.1% over FY2020 projections. The increase reflects moderate customer growth; operating expenses total \$45.6 million which represents a 7.1% growth over FY2020 projections, and this increase is primarily due to increases in whole sale water purchases, increases in utility costs, and metering allocations; non-operating revenues include \$35.2 million of bond proceeds for capital improvements and \$18.9 million of impact fees; non-operating expenses total \$39.1 million for capital improvements and for debt service; the ending fund balance is \$34.8 million with a \$10 million non-operating reserve and available fund balance of \$15.6 million after meeting contingency requirements; proposed enhancements total \$375,000 and consist of a Business Analyst full time employee at \$80,000, leak detection technology at \$50,000, and wastewater plant upgrades at \$245,000; and a Water Rate Study currently underway and the last rate update was in 2018 and indicated need for future rate increases due to treatment infrastructure, updated growth patterns and usage, results to Water Advisory Board and Council in next two months, and has an estimated implementation of January 2021.

	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Beginning Fund Balance	89,128,534	92,139,373	92,139,373	31,637,205	-	31,637,205
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Ending Fund Balance	82,511,169	26,087,321	31,637,205	34,760,964	(337,604)	34,423,360
CAFR Adjustment	-	-	-	-	-	-
Contingency	6,000,000	9,480,045	9,840,045	9,127,742	-	9,127,742
Non-operating Contingency	7,498,183	10,000,000	10,000,000	10,000,000	-	10,000,000
Available Fund Balance	69,012,986	6,607,276	11,797,160	15,633,222	(337,604)	15,295,618

Brewer the provided the Water Fund revenues and expenses as follows:

	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Operating Expense						
CC0001 Non-Departmental	5,368,784	3,767,733	3,699,500	4,090,375	3,000	4,093,375
CC0527 Water Services Administration	20,251,415	23,204,199	24,410,863	25,983,961	81,604	26,065,565
CC0528 Water Contracts and Distribution	2,450,122	4,186,426	2,756,113	2,717,500	-	2,717,500
CC0529 Water Plant Management	2,180,209	3,482,597	3,251,311	3,972,383	-	3,972,383
CC0530 Wastewater Operations	559,175	816,598	766,100	896,100	-	896,100
CC0531 Wastewater Plant Management	2,696,176	3,318,076	3,388,422	3,470,331	-	3,470,331
CC0532 Irrigation Operations	167,875	290,000	290,000	295,000	-	295,000
CC0553 Water Operations	4,241,161	4,300,180	4,136,579	4,155,173	8,000	4,163,173
Operating Expense Total	37,914,916	43,365,809	42,698,888	45,580,822	92,604	45,673,426
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Available Operating Fund Balance	103,288,468	97,757,678	101,483,695	38,593,052	(92,604)	38,500,448
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Non-operating Revenue						
Bond Proceeds	-	9,300,000	9,300,000	16,300,000		16,300,000
Impact Fees	15,803,197	26,550,000	26,449,377	18,925,000		18,925,000
Non-operating Revenue Total	15,803,197	35,850,000	35,749,377	35,225,000		35,225,000
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Non-Operating Expense						
CC0001 Non-Departmental	3,760,437	3,377,415	3,191,415	4,083,411	-	4,083,411
CC0526 Systems Engineering	28,845,463	83,240,428	85,991,660	31,300,000	-	31,300,000
CC0529 Water Plant Management	408,527	9,202,789	9,502,789	300,000	-	300,000
CC0530 Wastewater Operations	3,293,596	8,552,965	6,634,553	3,026,798	-	3,026,798
CC0531 Wastewater Plant Management	147,534	3,021,312	150,000	225,000	245,000	470,000
CC0532 Irrigation Operations	124,938	125,450	125,450	121,879	-	121,879
Non-Operating Expense Total	36,580,495	107,520,357	105,595,867	39,057,088	245,000	39,302,088

Brewer paused for Water Fund feedback.

Pitts noted that there is \$28 million in CIP and was roughly \$85 last year. He asked if any of those are going to help produce more treated water. Glenn Dishong, Director of Water Utilities, responded that it is a mixture. He continued that a lot what was spent last year and next year will facilitate the capacity of treated water from neighboring cities. Dishong added that the design of facilities that will produce substantially more water in the future. Pitts noted that in the next two years there is lots of funds for CIP. He stated that he knows the City has plenty of water on paper, but it is frustrating when neighboring entities don't have water restrictions, but the City does. Brewer stated that the City has been shifting from just in time restrictions to before just in time.

Calixtro asked when the analyst would start. Brewer responded that the position is generally programmed in for October 1, 2020, but from practical standpoint November 1, 2020 for posting and recruiting.

There was no additional Council feedback.

Wayne Reed, Assistant City Manager, reviewed the Airport and Stormwater Funds. The noted that the Airport Fund contains the following: operating revenues totals \$3.4 million; operating expenses total \$3.5 million; non-operating revenues total \$700,000 of bond proceeds for an airport storage facility that were previously planned in FY2020; non-operating expenses total \$1.1 for capital improvements and debt service which also includes \$240,000 of CARES act grant funded projects; and a projected ending fund balance of \$930,000 by end of FY2021. He then provided the Airport Fund Schedule as follows:

	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Beginning Fund Balance	1,298,256	1,259,036	1,259,036	1,219,047	-	1,219,047
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Ending Fund Balance	1,451,989	1,272,191	1,219,047	1,168,532	(240,000)	928,532
CAFR Adjustment	(192,952)	-	-	-	-	-
Contingency	264,442	256,021	256,021	332,917	-	332,917
Debt Service Reserve	-	143,431	143,431	141,478	-	141,478
Available Fund Balance	994,595	872,739	819,595	694,137	(240,000)	454,137

Reed reviewed the Airport Fund Revenues and Expenses as follows:

	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Operating Revenues						
All Other Revenue	80,846	83,000	84,000	79,500		79,500
Fuel and Terminal Sales	2,446,977	2,901,500	2,502,000	2,502,000		2,502,000
Leases and Rentals	865,655	896,500	874,500	874,500		874,500
Operating Revenues Total	3,393,478	3,881,000	3,460,500	3,456,000		3,456,000
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Operating Expenses						
Fuel	1,934,792	2,270,000	2,200,609	2,100,000	-	2,100,000
Operations	743,864	925,827	803,487	1,018,013	-	1,018,013
Personnel	407,610	501,098	475,573	420,071	-	420,071
Operating Expenses Total	3,086,266	3,696,925	3,479,669	3,538,084	-	3,538,084
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Available Operating Fund Balance	1,605,468	1,490,611	1,239,867	1,136,963	-	1,136,963
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Non-Operating Revenues						
Bond Proceeds	472,813	-	-	700,000		700,000
Grants	55,870	-	153,000	240,000		240,000
Bond Interest	3,526	-	600	500		500
Non-Operating Revenues Total	532,209	-	153,600	940,500		940,500
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Non-Operating Expenses						
Bond Expense	7,940	15,000		15,500	-	15,500
Capital	545,803	323,566	28,000	750,000	240,000	990,000
Debt Service	131,945	146,420	146,420	143,431	-	143,431
Non-Operating Expenses Total	685,689	484,986	174,420	908,931	240,000	1,148,931

Calixtro stated that she was thinking was that the airport did all of the operation and she didn't think that the City was that much involved in the operations. She asked what this covers, the ground, but not the tower. Reed responded yes, the ground, not the tower and these funds are for the City's operations of the Airport.

Council had no additional questions.

Reed then reviewed the Stormwater Fund that includes the follows: operating revenues totals \$3.8 million; operating expenses total \$2.9 million; non-operating revenues total \$500,000 of bond proceeds for drainage improvements; non-operating expenses total \$1.5 million for capital improvements and debt service; proposed enhancements include a vehicle for site inspections (\$35,400) and a rate study (\$30,000); and a projected ending fund balance of \$1.6 million by end of FY2021. He then provided the Stormwater Fund Schedule as follows:

	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Beginning Fund Balance	1,877,923	2,672,731	2,672,731	1,617,677	-	1,617,677
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Ending Fund Balance	2,954,861	1,347,158	1,617,677	1,664,818	(70,400)	1,594,418
CAFR Adjustment	(294,485)	-	-	-	-	-
Contingency	250,000	545,203	545,203	389,470	-	389,470
Reserved for Debt Service	-	436,765	436,765	480,662	-	480,662
Available Fund Balance	2,410,376	365,190	635,709	794,686	(70,400)	724,286

Reed provided the Stormwater Fund Revenues and Expenses as follows:

	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Operating Revenue						
Other Revenue	44,519	-	21,000	21,000		21,000
Stormwater Fees	3,573,950	3,731,000	3,770,000	3,820,000		3,820,000
Transfer In	-	-		-		-
Operating Revenue Total	3,618,469	3,731,000	3,791,000	3,841,000		3,841,000
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Operating Expense						
Operations	1,643,649	1,855,931	2,067,239	1,939,061	35,400	1,974,461
Personnel	536,028	607,771	605,532	597,438	-	597,438
Transfers Out	609,293	400,500	400,500	266,000	35,000	301,000
Operating Expense Total	2,788,970	2,864,202	3,073,271	2,802,499	70,400	2,872,899
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Available Operating Fund Balance	2,707,422	3,132,941	3,390,460	2,656,178	(70,400)	2,585,778
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Non-Operating Revenue						
Bond Proceeds	710,000	650,000	650,000	500,000		500,000
Other Revenue	156,087	10,000	23,000	10,000		10,000
Non-Operating Revenue Total	866,087	660,000	673,000	510,000		510,000
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Non-Operating Expense						
Capital	214,596	2,408,615	1,998,172	1,000,000	-	1,000,000
Debt Service	404,052	447,611	447,611	501,360	-	501,360
Non-Operating Expense Total	618,648	2,856,226	2,445,783	1,501,360	-	1,501,360

Council had no questions.

Morgan resented the Special Revenue Funds stated with the Tourism/CVB Fund noting: revenues total \$1.05 million with hotel tax projected at FY2020 levels; expenses total \$1.5 million with Red Poppy for April 2021, continued promotion of Georgetown as a destination, and no proposed enhancements; and a projected ending fund balance of \$865,000 by end of FY2021. He presented the Tourism Fund Schedule as follows:

	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Beginning Fund Balance	1,301,054	1,551,889	1,551,889	1,268,484	-	1,268,484
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Ending Fund Balance	1,540,151	1,580,018	1,268,484	864,918	-	864,918
CAFR Adjustment	11,738	-	-	-	-	-
Contingency	271,189	273,376	273,376	305,771	-	305,771
Reserved for Capital	1,061,680	1,203,635	-	-	-	-
Available Fund Balance	219,020	103,007	995,108	559,147	-	559,147

Morgan provided the Tourism Fund Revenues and Expenses as follows:

	FY2019	FY2020	FY2020	FY2021 Base	FY2021	FY2021
Revenues	Actuals	Budget	Projected	Budget	Changes	Budget
HOT Tax	1,393,228	1,300,000	900,000	900,000		900,000
Misc Revenue	106,730	117,783	78,675	95,000		95,000
Sponsorship	49,000	45,000	46,500	50,000		50,000
Interest Income	23,784	18,000	15,000	5,000		5,000
Grand Total	1,572,742	1,480,783	1,040,175	1,050,000		1,050,000
Expenses	FY2019	FY2020	FY2020	FY2021 Base	FY2021	FY2021
	Actuals	Budget	Projected	Budget	Changes	Budget
Personnel	356,522	388,953	354,071	402,920	-	402,920
Operations	955,340	1,035,067	940,875	1,022,012	-	1,022,012
Transfer Out	21,783	28,634	28,634	28,634		28,634
Grand Total	1,333,645	1,452,654	1,323,580	1,453,566	-	1,453,566

Council had no questions.

Morgan reviewed the Council Discretionary Fund noting no significant changes. He continued that Council directed the excess General Fund revenue from FY2019 to go towards the General Fund economic stability reserve at the beginning of COVID-19 pandemic with \$1.759 million available in General Fund ESR and Council can direct using those funds towards projects or transferred to this fund. Morgan stated that FY2021 revenues total \$500 for interest income, there are no budgeted expenses in FY2021, and the projected ending fund balance of \$111,000 by end of FY2021.

Fought asked if Council is using part of that for the neighborhood studies. Morgan responded yes, once scope is confirmed, would propose using those funds. Fought asked if that was already taken out. Morgan responded no, but staff can reserve that amount and recommends reserving \$200,00 for now. Fought stated that Council committed to project, so staff should move the funds. Morgan responded that staff was waiting on costs. Fought asked if staff can move at least \$100,000. Morgan responded that staff can do that. Mayor Ross suggested moving an initial \$100,000 with a note that another \$100,000 can be added.

Pitts noted that this is for one-time expenses. Morgan responded that is correct. Pitts asked if any one-time projects can be funded out of this fund such as pay increase mentioned earlier. Morgan responded yes, and the Fiscal and Budgetary Policy says that Council can use the economic stability reserve to compensate for lower revenue. He continued that those funds can be used for revenue reductions and there some flexibility. Morgan stated that Council funds may have to part of solution to make some of the compensation changes. Pitts noted the Parks Master Plan. Morgan confirmed that it is being funded through debt. He added that staff can look at one time expenses and the economic stability reserve. Morgan noted that staff cut all discretionary spending to keep the reserve and staff can look at using a portion of that and will bring back some proposals. He continued that Council may decide to wait and pull trigger on compensation at mid-year. Mayor Ross asked that staff bring back options for Council to consider on July 28, 2020.

Morgan reviewed the Street Maintenance Fund noting: revenues total \$3.9 million with sales tax revenue flat for FY2021; expenses total \$4.4 million with cutler process and high performance pavement seal in addition to a detailed street listing on June 23, 2020 workshop; and a projected ending fund balance of \$1.9 million by end of FY2021.

Council had no questions.

Brewer reviewed the GTEC Fund noting: revenues total \$18.6 million with \$7.9 million in sales tax (flat from FY2020) and \$10.6 in bond proceeds to fund new street projects for economic expansion; and expenses total \$16.8 million with \$10.6 million in new projects with \$2M for Costco area; \$600,000 for Confido; \$8 million for Aviation Drive; \$3.8 million in debt service which includes transfer to General Debt Service; and a projected ending fund balance of \$15.3 million by end of FY2021 with a fully funded contingency and debt service reserve.

Brewer presented the GTEC Fund Schedule as follows:

	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Beginning Fund Balance	18,539,789	21,649,668	21,649,668	13,508,169	-	13,508,169
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Ending Fund Balance	20,686,127	11,528,794	13,508,169	15,302,040	-	15,302,040
CAFR Adjustment	(135,527)	-	-	-	-	-
Contingency	1,468,750	1,984,375	1,984,375	1,984,375	-	1,984,375
Debt Service Reserve	-	3,225,642	3,602,792	3,494,232	-	3,494,232
Available Fund Balance	19,081,850	6,318,777	7,921,002	9,823,433	-	9,823,433

Brewer presented the GTEC Revenues and Expenses as follows:

Revenue	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Bond Proceeds	-	4,700,000	4,700,000	10,600,000	-	10,600,000
Interest	480,236	230,000	225,000	60,000	-	60,000
Sales Tax	7,369,645	7,937,500	7,937,500	7,937,500	-	7,937,500
Grand Total	7,849,881	12,867,500	12,862,500	18,597,500	-	18,597,500
Expense	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Allocation	390,897	409,423	409,423	402,162	-	402,162
Capital	1,985,185	13,509,855	15,259,855	10,600,000	-	10,600,000
Debt Service	836,900	932,350	932,350	1,053,050	-	1,053,050
Operations	122	800	800	800	-	800
Other	-	5,734,375	2,000,000	1,984,375	-	1,984,375
Transfers Out	2,490,440	2,401,571	2,401,571	2,763,242	-	2,763,242
Grand Total	5,703,543	22,988,374	21,003,999	16,803,629	-	16,803,629

Brewer reviewed the GEDCO Fund noting: revenues total \$2 million with forecasting flat sales tax from FY2020 to FY2021; expenses total \$9.9 million with \$3.3 million for previously approved projects, \$2 million for Aviation Drive utility improvements, and \$3.9 for future economic development projects; and a projected ending fund balance of \$698,000 by end of FY2021 which meets the contingency and debt service policy. Brewer presented the GEDCO Fund Schedule as follows:

	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Beginning Fund Balance	6,972,636	8,138,781	8,138,781	8,836,402	-	8,836,402
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Ending Fund Balance	8,305,735	699,616	8,836,402	878,862	(180,000)	698,862
CAFR Adjustment	(175,439)	-	-	-	-	-
Contingency	460,603	489,298	489,298	496,093	-	496,093
Debt Service Reserve	-	210,318	200,169	202,769	-	202,769
Reserved for Capital	-	-	-	-	-	-
Available Fund Balance	7,669,693	-	8,146,935	180,000	(180,000)	-

Brewer presented the GEDCO Revenues and Expenses as follows:

Revenue	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Interest	178,542	76,000	85,020	19,000		19,000
Other	-	-	-	-		-
Sales Tax	1,842,411	1,984,375	1,984,375	1,984,375		1,984,375
Grand Total	2,020,953	2,060,375	2,069,395	2,003,375		2,003,375
Expense	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Allocation	238,622	244,771	244,771	283,783	-	283,783
Debt Service	103,725	104,211	104,211	90,572	-	90,572
ED Projects	30,151	8,803,855	700,000	9,256,391	-	9,256,391
Operations	110,167	139,034	115,123	130,000	180,000	310,000
Transfers Out	205,189	207,669	207,669	200,169	-	200,169
Grand Total	687,854	9,499,540	1,371,774	9,960,915	180,000	10,140,915

Council had no questions.

Mayor Ross called for a break at 4:49 and the presentation resumed at 4:55 p.m.

Brewer presented the Internal Service Fund starting with the Joint Services Fund that includes: revenues total \$18.03 million; expenses total \$17.6M million; proposed enhancements total \$491,638 which include an Infrastructure Project Manager in Engineering, a Customer Service Rep in Customer Care, overhead cost allocation study, on-going risk-based audit/internal audit, Workday training and programming, Itineris/UMAX contingency, and warehouse upgrades; and a projected ending fund balance of \$2 million by end of FY2021.

Brewer provided the Joint Services Fund Schedule as follows:

	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Beginning Fund Balance	1,369,078	1,415,206	1,415,206	2,032,470	-	2,032,470
	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Ending Fund Balance	1,274,767	1,070,215	2,032,470	2,950,093	(526,671)	2,423,421
CAFR Adjustment	(19,207)	-	-	-	-	-
Contingency	1,227,018	1,070,215	1,070,215	1,567,776	-	2,467,634
Reserved for Capital	-	-	-	-	-	-
Available Fund Balance	28,542	0	962,255	1,382,317	(526,671)	-

Brewer provided the Joint Services Revenues and Expenses as follows:

Revenues	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Administrative Charges	17,731,222	17,691,145	17,640,111	17,963,395		17,963,395
Fees	28,890	20,000	23,620	23,600	150,000	173,600
Misc Revenue	144,878	108,000	96,075	89,250		89,250
Transfers In	-	313,405	331,751	-		-
Penalties	13,920	-	-	-		-
Grand Total	17,918,910	18,132,550	18,091,557	18,076,245	150,000	18,226,245
Expenses	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
CC0001 Non-Departmental	1,407,595	741,194	1,089,171	565,999	35,000	600,999
CC0302 Finance Administration	957,379	1,050,021	963,711	1,044,276	196,000	1,240,276
CC0315 Accounting	1,041,479	1,128,153	1,124,962	1,231,454	-	1,231,454
CC0317 Purchasing	763,425	923,989	888,375	930,637	18,800	949,437
CC0321 Customer Care	4,665,988	5,115,458	5,020,817	5,682,957	109,854	5,792,811
CC0502 GUS Administration	1,419,084	-	-	-	-	-
CC0503 Organizational and Operational Excel	132,497	329,898	299,152	317,386	-	317,386
CC0526 Systems Engineering	2,257,510	2,565,963	2,306,340	2,393,151	314,018	2,707,169
CC0534 Conservation	645,400	894,920	731,365	799,133	-	799,133
CC0547 Business System Services	1,102,642	1,198,892	1,043,437	-	-	-
CC0637 Economic Development	580,303	687,049	605,918	460,761	-	460,761
CC0639 Human Resources	983,783	1,447,934	1,320,069	1,476,671	3,000	1,479,671
CC0640 Citywide Human Resources	988,765	1,331,061	1,087,621	1,219,444	-	1,219,444
CC0654 Legal	1,067,373	1,063,008	993,354	1,036,752	-	1,036,752
Grand Total	18,013,221	18,477,541	17,474,293	17,158,622	676,671	17,835,293

Brewer presented the Fleet Services Fund noting: revenues totals \$7.2 million with revenues that are based on replacement schedules for City vehicles; expenses total \$7.2 million; enhancements include the purchase of vehicles for new staff positions and the replacement of the courtesy van; and a projected ending fund balance of \$2.9 million by end of FY2021. She then explained the Facilities Services Fund noting: revenues totals \$3.7 million which is a 7.4% increase due to new fire stations and city center; expenses total \$4.1 which includes \$30,210 replacement of awnings at Animal Shelter; a projected ending fund balance of \$1.8 million by end of FY2021 which meets contingency reserves and building capital asset replacement reserve. Brewer then presented the Information Technology Fund noting: revenues totals \$9.6 million which is a 25% increase due to reorganization of business systems cost center (previously in Joint Services Fund) and allocated costs of maintenance for city's fiber network (previously in Electric Fund); expenses total \$9.7 million; proposed enhancements include three full time employees related to reorganization with two positions for fiber (one position retained in electric for engineering support, so one net new position), one System Analyst for Geodigital, automated meter reading and meter data management, with a current position serving in two roles in electric and a position was retained in electric engineering, data center software costing \$100,000 and integration software costing \$6,000; a projected ending fund balance of \$1.6 million by end of FY2021; and evaluating transfer of more fiber assets over a three to four year plan to transfer all assets from Electric Fund. She then provided the IT Fund Schedule as follows:

	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Beginning Fund Balance	2,732,490	2,452,003	2,452,003	1,790,215	-	1,790,215

	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Ending Fund Balance	2,492,208	2,167,532	1,790,215	1,996,144	(389,506)	1,606,638
CAFR Adjustment	(40,205)	-	-	-	-	-
Contingency	543,744	651,790	651,790	1,050,449	-	1,050,449
Reserved for Capital	882,727	1,031,764	380,764	945,695	-	556,189
Available Fund Balance	1,025,532	483,978	757,661	(0)	(389,506)	(0)

Brewer provided the IT Revenues and Expenses as follows:

Revenues	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
Administrative Charges	6,845,996	7,643,873	7,643,873	9,614,591		9,614,591
Interest Income	51,582	30,000	30,000	8,000		8,000
Transfers In	115,000	53,860	53,860	-	6,000	6,000
Grand Total	7,012,578	7,727,733	7,727,733	9,622,591	6,000	9,628,591
Expenses	FY2019 Actuals	FY2020 Budget	FY2020 Projected	FY2021 Base Budget	FY2021 Changes	FY2021 Budget
CC0001 Non-Departmental	376,500	586,329	589,329	-	-	-
CC0652 Infrastructure	6,876,360	7,425,875	7,079,192	2,219,982	9,000	2,228,982
CC0662 Applications		-	70,000	1,246,591	91,967	1,338,557
CC0672 Fiber		-	651,000	110,870	185,540	296,410
CC0682 IT Administration		-		5,408,342	109,000	5,517,342
CC0692 IT Public Safety		-		430,878	-	430,878
Grand Total	7,252,860	8,012,204	8,389,521	9,416,662	395,506	9,812,169

Morgan presented the Self Insurance Fund noting: revenues totals \$9.1 million which is a 0.76% slight decrease from FY20 projections; expenses total \$9.5 million which is projected conservatively and includes 9.5% increase overall, 10.4% projected increase in medical claims, and 16% increase in stop loss; and a budgeted ending fund balance of \$3,979,850 million by end of FY2021 with both reserves funded in total and an ending fund balance increased by \$1.1 million over FY20 budget. He then covered the next steps for the FY2021 proposed Budget calendar as follows: July 28th staff will provide follow-up information on compensation related to market and merit increases; August 11th present City Manager's proposed budget; August 11th Regular Council Meeting where Council will set max tax rate and set dates for Public Hearings; September 9th Regular Meeting with public hearings, first reading of the budget, and first reading of the tax rate; and September 22nd Regular Meeting with second reading of the budget and second reading of the tax rate. Morgan noted the public outreach and that currently the draft workbook and presentation posted at finance.georgetown.org and in the future the proposed Budget will be posted on the City website and offered as an eBook at Library and linked on Facebook. He continued that staff will provide a press release on proposed budget, the adopted Budget in Brief will be published on website, the adopted Budget (full book) published on website and library, and the Budget video on the adopted Budget will be on the City's website and social media.

Council and staff agreed that the meeting tomorrow is not needed.

Calixtro noted the addition of 14 positions and asked for the total cost of compensation for those positions. Morgan responded that staff will have to add them up but noted that only six are in general fund. He continued that other positions would affect the funds they are in

and the cost is \$431,000 for firefighters including benefits, equipment, and gear. Morgan noted that if those are not funded then staff would have to make other adjustments.

The following comments were made during the meeting using the Zoom client:
Cody Stout, President of Georgetown Fire Association thanked Council and added that it is heartwarming to hear Council take their risk into account. He wanted to emphasize that the Fire Department has a higher degree of risk and offered to speak with Council if they have questions.

Adjournment

Motion by Fought, second by Triggs.

Roll Call Vote

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Absent

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

Meeting adjourned at 5:19 p.m.

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

**Notice of a Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, July 22, 2020**

The Georgetown City Council will meet on Tuesday, July 22, 2020 at 2:00 PM at the Council Chambers at 510 West 9th St., Georgetown, Texas.

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

This meeting was not held as all needed topics were reviewed and discussed at the July 21, 2020 meeting.

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

B. Workshop overview, discussion and feedback regarding the FY2021 City of Georgetown Budget and Tax Rate, continued from July 21, 2020 -- David Morgan, City Manager

Adjournment

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

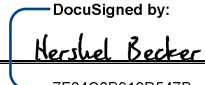
Authorized By:  Britta Butler
25E646684D6D4C6...

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
7F04C0B913D547B...

Name: Hershel Becker

Title: Chief Procurement Officer

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

Office of General Counsel:  Mark Howard
E0361553326C469...



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-CPO-4526

	Contractor Name:	Title of Role	Bill Rate / Hour	Estimated Hours	Total
1.	Patrick Tretina	Business Analyst Level 2	\$95.00	315	\$29,925.00
				Total:	\$29,925.00

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

GTS Technology Solutions
9211 Waterford Centre Blvd, Suite 275
Austin, TX 78758
512-452-0651



Staff Augmentation Proposal

GTS Technology Solutions
9211 Waterford Centre Blvd, Suite 275
Austin, TX 78758
512-452-0651



Staff Augmentation Proposal

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

	Contractor Name:	Title of Role	Bill Rate / Hour	Estimated Hours	Total
1.	TBD	Data Analyst/Report Writer Level 3	\$138.00	217	\$29,946.00
				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

GTS Technology Solutions
9211 Waterford Centre Blvd, Suite 275
Austin, TX 78758
512-452-0651



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

GTS Technology Solutions
9211 Waterford Centre Blvd, Suite 275
Austin, TX 78758
512-452-0651

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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:

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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:

Name:

Title:

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

Resolution Number: _____

Page 1 of 2

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

Robyn Densmore
City Secretary

By: _____
Dale Ross
Mayor

APPROVED AS TO FORM:

Skye Masson
City Attorney

Resolution Number: _____

Page 2 of 2

Description: Banking Authorization Resolution
Date Approved: October 13, 2020



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,

Participant Name*

--	--	--	--	--	--

Location Number*

("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.

Name

Title

Phone/Fax/Email

Signature

2.

Name

Title

Phone/Fax/Email

Signature

1. Resolution (continued)

3.
Name

Title

Phone/Fax/Email

Signature

4.
Name

Title

Phone/Fax/Email

Signature

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.

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.

Name

Title

Phone/Fax/Email

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 ____ day _____, 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.

Name of Participant*

SIGNED

Signature*

Printed Name*

Title*

ATTEST

Signature*

Printed Name*

Title*

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

TEX-REP

2 OF 2

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

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G45340-17 (12/15)

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

Council Meeting Date: October 13, 2020

or

Council Workshop Date: _____

Regular Agenda ☐

Consent ☒

Executive Session ☐

Attachments ☐

Ordinance Publication Date: _____

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

Draft Ordinance to City Secretary: _____

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

AGENDA ITEM COVER SHEET

SUBJECT:

Consideration and possible action to approve **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:

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.

COMMENTS: None

ATTACHMENTS: None

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

Council Meeting Date: October 13, 2020

or Council Workshop Date: _____

Regular Agenda ☐

Consent ☒

Executive Session ☐

Attachments ☐

Ordinance Publication Date: _____

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

Draft Ordinance to City Secretary: _____

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

AGENDA ITEM COVER SHEET

SUBJECT:

Consideration and possible action to approve **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:

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.

COMMENTS:

ATTACHMENTS:

None

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

Council Meeting Date: October 13, 2020

or Council Workshop Date: _____

Regular Agenda ☐

Consent ☒

Executive Session ☐

Attachments ☐

Ordinance Publication Date: _____

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

Draft Ordinance to City Secretary: _____

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

AGENDA ITEM COVER SHEET

SUBJECT:

Consideration and possible action to approve **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:

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.

COMMENTS:

None

ATTACHMENTS:

None

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

Council Meeting Date: October 13, 2020

or Council Workshop Date: _____

Regular Agenda ☐

Consent ☒

Executive Session ☐

Attachments ☐

Ordinance Publication Date: _____

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

Draft Ordinance to City Secretary: _____

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

AGENDA ITEM COVER SHEET

SUBJECT:

Consideration and possible action to approve **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

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

Council Meeting Date: October 13, 2020

or Council Workshop Date: _____

Regular Agenda ☐

Consent ☒

Executive Session ☐

Attachments ☐

Ordinance Publication Date: _____

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

Draft Ordinance to City Secretary: _____

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

AGENDA ITEM COVER SHEET

SUBJECT:

Consideration and possible action to approve **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.

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.

COMMENTS: None

ATTACHMENTS: None

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

Council Meeting Date: October 13, 2020

or

Council Workshop Date: _____

Regular Agenda ☐

Consent ☒

Executive Session ☐

Attachments ☐

Ordinance Publication Date: _____

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

Draft Ordinance to City Secretary: _____

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

AGENDA ITEM COVER SHEET

SUBJECT:

Consideration and possible action to approve **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

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

Council Meeting Date: October 13, 2020

or

Council Workshop Date: _____

Regular Agenda ☐

Consent ☒

Executive Session ☐

Attachments ☐

Ordinance Publication Date: _____

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

Draft Ordinance to City Secretary: _____

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

AGENDA ITEM COVER SHEET

SUBJECT:

Consideration and possible action to approve **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/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.

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

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

Council Meeting Date: October 13, 2020

or

Council Workshop Date: _____

Regular Agenda ☐

Consent ☒

Executive Session ☐

Attachments ☐

Ordinance Publication Date: _____

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

Draft Ordinance to City Secretary: _____

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

AGENDA ITEM COVER SHEET

SUBJECT:

Consideration and possible action to approve **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

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

Council Meeting Date: October 13, 2020

or Council Workshop Date: _____

Regular Agenda ☐

Consent ☒

Executive Session ☐

Attachments ☐

Ordinance Publication Date: _____

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

Draft Ordinance to City Secretary: _____

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

AGENDA ITEM COVER SHEET

SUBJECT:

Consideration and possible action to approve **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

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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** -- 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.

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

Council Meeting Date: October 13, 2020

or

Council Workshop Date: _____

Regular Agenda ☐

Consent ☒

Executive Session ☐

Attachments ☐

Ordinance Publication Date: _____

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

Draft Ordinance to City Secretary: _____

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

AGENDA ITEM COVER SHEET

SUBJECT:

Consideration and possible action to approve **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

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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 Helgersen**; 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.

Resolution No. _____

Description: ABD-2019-031, Helgerson, Clamp St.

Date Approved: _____

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

Resolution No. _____

Description: ABD-2019-031, Helgerson, Clamp St.

Date Approved: _____

Exhibit "A"

FOREST SURVEYING AND MAPPING CO.
T.B.P.L.S Firm # 10002000
1002 Ash St.
Georgetown, TX, 78626

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 1/2" 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 1/2" 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 here of, 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 :
COUNTY OF WILLIAMSON : KNOW ALL MEN BY THESE PRESENTS;

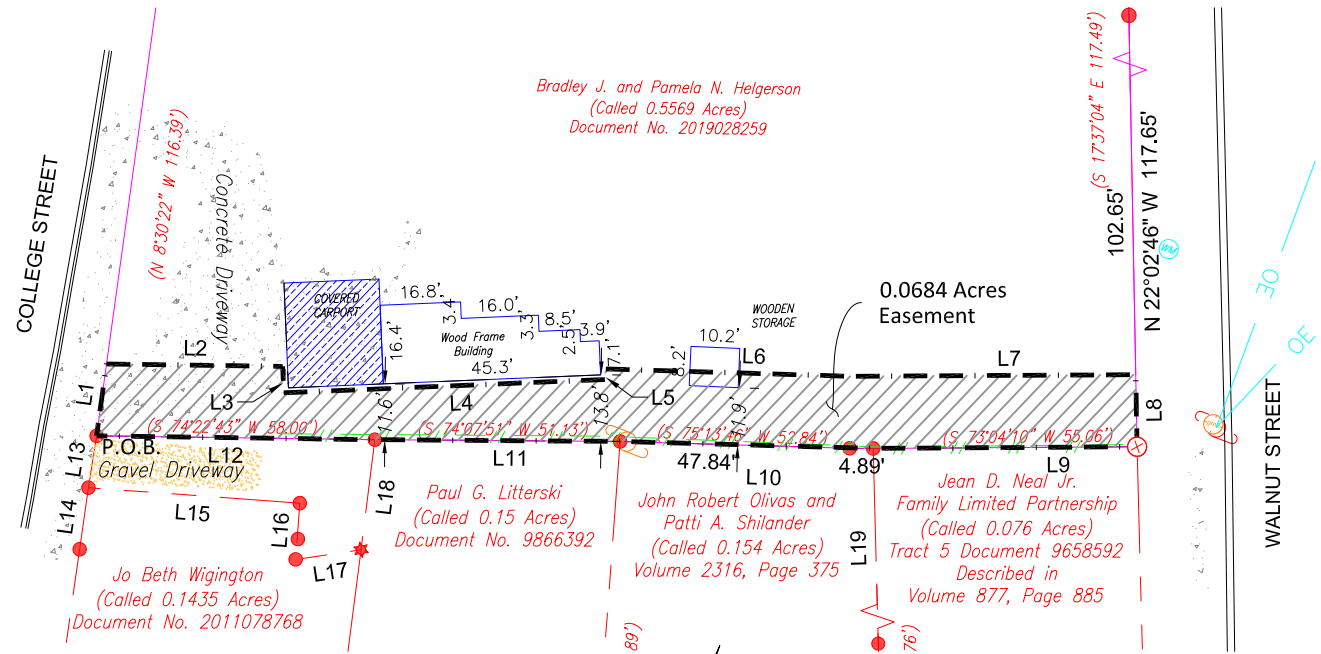
I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages 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 22st day of September 2020, A.D. File: Helgerson Utility Easement.doc

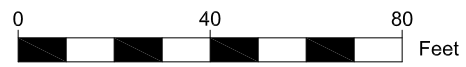

WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



**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. Helgerson
0.5569 Acres
Document No. 2019028259
WILLIAMSON COUNTY, TEXAS**



Note:
The bearing basis for this survey is the
State Plane Coordinate System,
NAD83, Texas Central Zone, (4203),
GEOID: 12A
Datum: NAVD88,
CONVERGENCE: 1'22'12.46"



SCALE: 1" = 20'

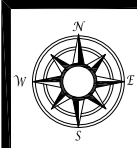
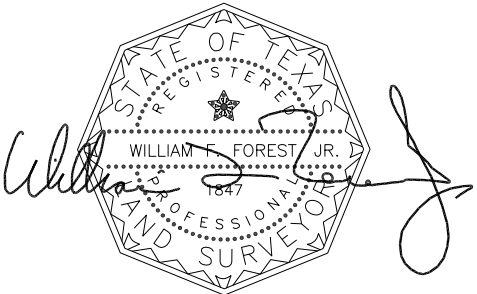
LEGEND

- FOUND CHISELED "X"
- CAPPED IRON PIN FOUND "FOREST RPLS 1847"
- CAPPED IRON PIN SET "FOREST RPLS 1847"
- IRON PIN FOUND
- COTTON GIN SPINDLE
- TELEPHONE PEDESTAL
- WASTEWATER CLEANOUT
- ELECTRIC BOX
- WATER METER
- WATER VALVE
- WOODEN FENCE (approximate location)
- SURVEY/TRACT LINES
- TRACT LINES
- BOUNDARY LINES

Line Table		
Line #	Bearing	Distance
L1	N 13°04'11" W	15.12'
L2	N 69°50'17" E	36.71'
L3	S 23°20'34" E	5.51'
L4	N 66°39'26" E	67.09'
L5	N 23°20'34" W	2.20'
L6	N 70°45'53" E	51.25'
L7	N 68°43'42" E	59.32'
L8	S 22°02'46" E	15.00'
L9	S 68°40'34" W	54.97'
L10	S 70°37'59" W	52.73'
L11	S 69°26'32" W	51.10'
L12	S 69°50'17" W	57.99'
L13	S 12°00'49" E	10.94'
L14	N 12°54'32" W	12.97'
L15	N 73°13'12" E	44.16'
L16	S 16°45'38" E	11.75'
L17	N 60°36'42" E	13.77'
L18	S 13°47'03" E	23.10'
L19	S 22°26'24" E	122.03'

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



Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
phone: 512-930-5927
www.forestsurveying.com
T.B.P.L.S. FIRM#10002000
Surveying Services are regulated by the
Texas Board of Professional Engineers and Land Surveyors
1917 S Interstate 35 Austin, TX 78741, US (512) 440-7723

Forest Surveying & Mapping Co. Copyright © 2020

DATE: September 22, 2020
FB/PG: 148-61 helgerson city esmt 148-61.job
PP: P:\Helgerson City Easement\Drawing
DWG: Helgerson City Easement
LO: Water line Easement

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)

ACKNOWLEDGMENT

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

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

Notary Public, State of Texas

APPROVED AS TO FORM:

Skye Masson, City Attorney

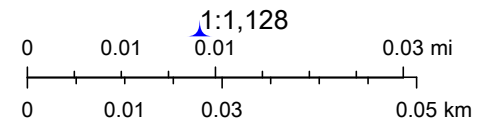
Clamp St. PUE



1/21/2020, 4:45:05 PM

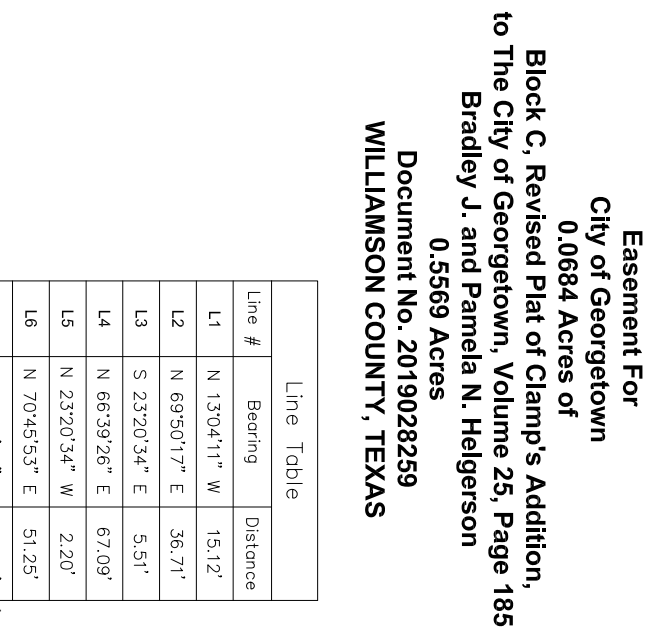
 Easements

 Georgetown ETJ



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, City of Georgetown

Bradley J. and Pamela N. Helgersson
(Called 0.5569 Acres)
Document No. 2019028259

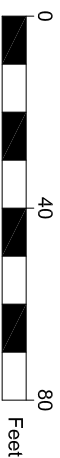
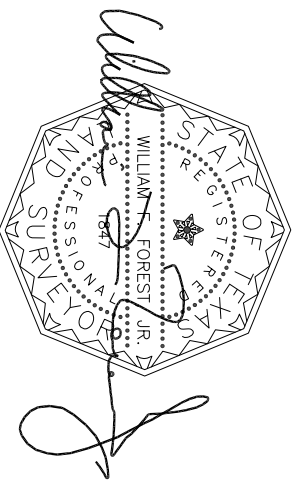


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Datum: NAVD88,
CONVERGENCE: 1°22'12.46"

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



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 GIN 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 documents 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
 Deed Records of Williamson County, Texas
 P.R.W.C.T.
- For

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Forest Surveying & Mapping Company

1002 Ash St. Georgetown, Texas

phone: 512-930-5927

T.B.P.L.S. FIRM#10002000

Surveying Services are regulated by the
Texas Board of Professional Engineers and Land Surveyors
1917 S Interstate 35 Austin, TX 78741, US (512) 440-7723

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GEORGETOWN RELEASING AND ABANDONING ANY INTEREST IN A
15 FOOT WIDE PUBLIC UTILITY EASEMENT DEDICATED BY PLAT
RECORDED IN DOCUMENT NO. 2020114296 OF THE OFFICIAL PUBLIC
RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.Co.Tx).**

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

Resolution No. _____

T. MORALES, 200-1000-0011

CoG Map Quad N-57/58

Date Approved: _____

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

Resolution No. _____

T. MORALES, 200-1000-0011

CoG Map Quad N-57/58

Date Approved: _____

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

ATTEST:

BY: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

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

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

Notary Public, State of Texas

APPROVED AS TO FORM:

Skye Masson, City Attorney



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 Fee: \$166.00
09/23/2020 10:03 AM BMCKENZIE



Nancy E. Rister

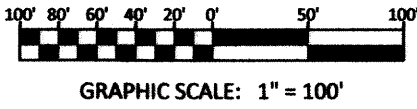
Nancy E. Rister, County Clerk
Williamson County, Texas

NOTES:

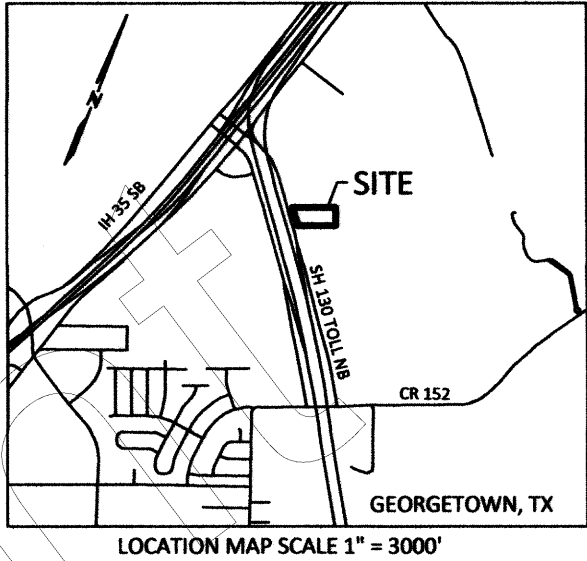
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: CITY OF GEORGETOWN
ELECTRIC: CITY OF GEORGETOWN
- SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
- ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
- THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48491C0295E, EFFECTIVE DATE OF SEPTEMBER 26, 2008.
- IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
- ALL SEDIMENTATION, FILTRATION, DETENTION, AND/OR RETENTION BASINS AND RELATED APPURTENANCES SHOWN SHALL BE SITUATED WITHIN A DRAINAGE EASEMENT OR DRAINAGE LOT. THE OWNERS, HOA, OR ASSIGNEES OF THE TRACTS UPON WHICH ARE LOCATED SUCH EASEMENTS, APPURTENANCES, AND DETENTION FACILITIES SHALL MAINTAIN SAME AND BE RESPONSIBLE FOR THEIR MAINTENANCE, ROUTINE INSPECTION, AND UPKEEP.
- ANY HERITAGE TREE AS NOTED ON THIS PLAT IS SUBJECT, IN PERPETUITY, TO THE MAINTENANCE, CARE, PRUNING AND REMOVAL REQUIREMENTS OF THE CITY OF GEORGETOWN. APPROVED REMOVAL DOES NOT REQUIRE MODIFICATION OF THE PLAT.
- ALL INDIVIDUAL LOTS CONTAINING HERITAGE TREES ARE CONFIGURED AND DESIGNED SO THAT THE LOT IS DEVELOPABLE FOR THE INTENDED PURPOSE WITHOUT REQUIRING REMOVAL OF THE HERITAGE TREES OR EXCEEDING THE PERCENTAGE OF ALLOWABLE DISTURBANCE WITHIN THE HERITAGE TREES CRZ.
- A 15-FOOT PUBLIC UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES WITHIN THIS PLAT.
- THE MONUMENTS OF THIS PLAT HAVE BEEN ROTATED TO THE NAD 83/93 HARN - TEXAS CENTRAL ZONE AND NAVD 88.
- THE MAXIMUM IMPERVIOUS COVERAGE PER NON-RESIDENTIAL LOT SHALL BE PURSUANT TO THE UDC AT THE TIME OF SITE PLAN APPLICATION BASED ON THE ZONING DESIGNATION OF THE PROPERTY.
- THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY, OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, THEIR OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE CITY AND/OR COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS.
- THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY OF GEORGETOWN AND/OR WILLIAMSON COUNTY, TEXAS. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS IN THEIR RESPECTIVE JURISDICTIONS.
- NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE CITY AND/OR COUNTY.
- RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE CITY AND/OR COUNTY HAVE THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD.
- THIS PLAT IS SUBJECT TO THE PROVISIONS OF THE CITY OF GEORGETOWN WATER CONSERVATION ORDINANCE.
- THE SUBDIVISION SUBJECT TO THIS APPLICATION IS SUBJECT TO THE WATER QUALITY REGULATIONS OF THE CITY OF GEORGETOWN.
- A GEOLOGIC ASSESSMENT, IN ACCORDANCE WITH THE CITY OF GEORGETOWN WATER QUALITY REGULATIONS, WAS COMPLETED ON 05/14/2019. ANY SPRINGS AND STREAMS AS IDENTIFIED IN THE GEOLOGIC ASSESSMENT ARE SHOWN HEREIN.
- NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.

ADDITIONAL NOTES FOR NOISE AND AVIGATION EASEMENTS:

- THERE IS HEREBY GRANTED FOR THE USE AND BENEFIT OF THE PUBLIC A CONTINUING AVIGATION EASEMENT FOR THE FREE AND UNOBSTRUCTED FLIGHT OF AIRCRAFT (WHICH TERM SHALL INCLUDE ANY CONTRIVANCE NOW OR HEREAFTER USED FOR FLIGHT THROUGH THE AIR) AND THE RIGHT OF FLIGHT FOR THE PASSAGE OF AIRCRAFT IN THE AIR SPACE ABOVE THE SURFACE OF THE PROPERTY, TOGETHER WITH SUCH NOISE AND OTHER EFFECTS AS MAY BE INHERENT IN THE OPERATION OF AIRCRAFT LANDING AT, TAKING OFF FROM, OR ENGAGED IN OTHER FLIGHT ACTIVITIES AT THE GEORGETOWN MUNICIPAL AIRPORT.
- GRANTORS DO HEREBY GRANT AND CONVEY AN EASEMENT FOR THE HORIZONTAL ZONE, AS THAT TERM IS DEFINED IN SECTION 12.36 OF THE CITY OF GEORGETOWN CODE OF ORDINANCES AND AS SHOWN ON THIS PLAT, BEING FURTHER DESCRIBED AS (DESCRIBE ZONE AS IT RELATES TO THE PROPERTY).
- GRANTORS HEREBY AGREE TO LIMIT THE HEIGHT OF ANY STRUCTURE ON THE PROPERTY AS REQUIRED BY SECTION 12.36 OF THE CITY OF GEORGETOWN CODE OF ORDINANCES.
- GRANTORS HEREBY AGREE THAT THE USE OF THE PROPERTY IS SUBJECT TO THE USE RESTRICTIONS SET FORTH IN SECTION 12.36 OF THE CITY OF GEORGETOWN CODE OF ORDINANCES.
- THESE EASEMENTS SHALL BE PERPETUAL AND SHALL BE BINDING ON GRANTOR AND ITS ASSIGNS, HEIRS, AND SUCCESSORS.



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.



HERITAGE TREE LIST

TAG #	Description
1704	41in (M) LIVE OAK

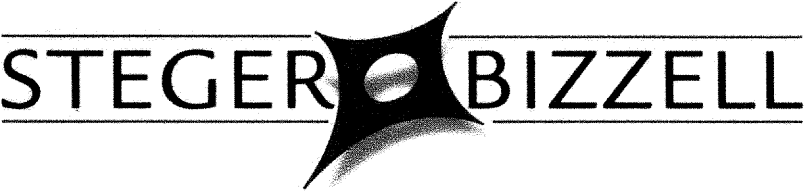
* INDICATES TREES TO BE REMOVED

LEGEND

- BENCHMARK
- IRON ROD FOUND (1/2" OR AS NOTED)
- HERITAGE TREE
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT-OF-WAY
- DR DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- POB POINT OF BEGINNING



ZYMAC GROUP SUBDIVISION
FINAL PLAT
A 4.137 Acre Subdivision situated in the
John Berry Survey Abstract No. 51
Williamson County, Texas



2019-9-PFP

ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626
METRO	512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No. 10003700
SERVICES	>>ENGINEERS >>PLANNERS >>SURVEYORS	STEBERBIZZELL.COM

OWNER:
ZYMAC GROUP, LTD
P.O. BOX 858
FLORENCE, TX 76527

ENGINEER/SURVEYOR:
STEBER BIZZELL
1978 S. AUSTIN AVE
GEORGETOWN, TX 78626

TOTAL ACREAGE: 4.137 AC
TOTAL No. OF LOTS: 1
TOTAL No. OF BLOCKS: 1
LINEAR FEET OF NEW STREETS: 0
SUBMITTAL DATE: 12/13/2019

JOB No. 22675 DATE: 2-Jul-20 SHEET 1 of 2

DRAWN BY: SF REVIEWED BY: MAE APPROVED BY: MAE

PLAT DESCRIPTION

DESCRIPTION OF A 4.137 ACRE TRACT OF LAND LOCATED IN THE J. BERRY SURVEY, ABSTRACT 51, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 4.13 ACRE TRACT OF LAND CONVEYED TO ZYMAC GROUP, LTD BY GENERAL WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2017009838, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 4.137 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD WITH TXDOT ALUMINUM CAP FOUND ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 (SH 130), RIGHT-OF-WAY VARIES, AT STATION NO. 100+65.85 (CSJ 0440-05-007), FOR THE NORTHEAST CORNER OF THAT CERTAIN 2.449 ACRE TRACT OF LAND DESCRIBED AS PARCEL 18, PART 2, IN A DEED TO THE STATE OF TEXAS BY DEED OF RECORD IN DOCUMENT NO. 2004037653, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME POINT BEING THE NORTHWEST CORNER OF SAID ZYMAC GROUP TRACT, THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 68°47'24" 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 HEREIN DESCRIBED TRACT;

THENCE, SOUTH 21°22'51" 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 HEREIN DESCRIBED TRACT;

THENCE, SOUTH 68°42'42" WEST, WITH THE SOUTH BOUNDARY LINE OF SAID ZYMAC GROUP TRACT, A DISTANCE OF 589.26 FEET, TO A 1/2 INCH IRON ROD WITH TXDOT ALUMINUM CAP FOUND ON SAID EAST RIGHT-OF-WAY LINE OF SH 130, AT STATION NO. 103+63.34 (CSJ 0440-05-007) FOR THE SOUTHEAST CORNER OF SAID STATE OF TEXAS TRACT, SAME POINT BEING THE SOUTHWEST CORNER OF SAID ZYMAC GROUP TRACT, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 37°49'41" WEST, WITH SAID EAST RIGHT-OF-WAY LINE OF SH 130, SAME LINE BEING THE WEST BOUNDARY LINE OF SAID ZYMAC GROUP TRACT, A DISTANCE OF 298.18 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

THAT ZYMAC GROUP, LTD, SOLE OWNER, ACTING BY AND THROUGH RANDY M. ELDRIDGE, OF THE CERTAIN 4.13 ACRE TRACT OF LAND SITUATED IN THE JOHN BERRY SURVEY, ABSTRACT NO. 51, BEING A CALLED 4.13 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2017009838, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

"ZYMAC GROUP SUBDIVISION"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS

16 DAY OF July, 2020

ZYMAC GROUP, LTD

BY: RANDY M. ELDRIDGE
PRESIDENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

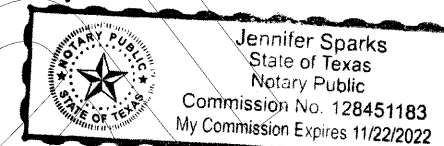
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED RANDY M. ELDRIDGE KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

16th DAY OF July, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 11/22/2022



STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, MIGUEL A. ESCOBAR, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS 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, TEXAS, THIS

2nd DAY OF July, 2020

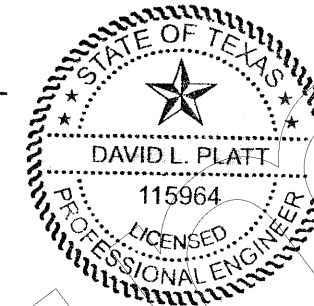
MIGUEL A. ESCOBAR, LSL, RPLS
REGISTERED PROFESSIONAL SURVEYOR NO. 5630
STATE OF TEXAS

I, DAVID L. PLATT, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCRONCHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 48491C0295E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE CITY OF GEORGETOWN REGULATIONS.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

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

THIS THE 16th DAY OF July, 2020 A.D.

DAVID L. PLATT
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS - NO. 115964

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 15.44, FLOOD DAMAGE PREVENTION, OF THE GEORGETOWN MUNICIPAL CODE. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE CITY OF GEORGETOWN DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC OR INDEPENDENT VERIFICATIONS OF THE REPRESENTATION, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

GLEN HOLCOMB
BUILDING OFFICIAL
CITY OF GEORGETOWN

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF)

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER

PLANNING DIRECTOR SIGNATURE BLOCK

I, SOFIA NELSON, PLANNING DIRECTOR OF THE CITY OF GEORGETOWN, TEXAS, DO HEREBY CERTIFY THIS PLAT IS APPROVED FOR FILING OF RECORD WITH THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Sofia Nelson
SOFIA NELSON, PLANNING DIRECTOR
DATE 9/22/2020

PLANNING AND ZONING COMMISSION

THIS SUBDIVISION TO BE KNOWN AS "ZYMAC GROUP SUBDIVISION" HAS BEEN ACCEPTED AND APPROVED FOR FILING OF RECORD WITH THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MINUTES OF THE MEETING OF THE GEORGETOWN PLANNING AND ZONING COMMISSION

ON THE 3rd DAY OF March, 2020 A.D.

ERCEL BRASHEAR, CHAIRMAN
DATE 9/17/2020

CHERE HEINTZMANN, SECRETARY
DATE 9/17/2020

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 23rd DAY OF September 2020 A.D., AT 9:47 O'CLOCK A.M., AND DULY RECORDED THIS THE 23rd DAY OF September 2020 A.D., AT 10:03 O'CLOCK A.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. 2020114296.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

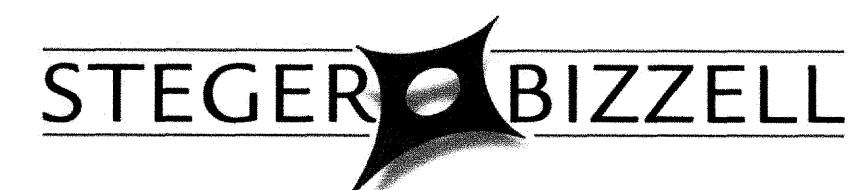
NANCY RISTER, CLERK

COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

Brenda McKenzie
Brenda McKenzie, DEPUTY

ZYMAC GROUP SUBDIVISION
FINAL PLAT

A 4.137 Acre Subdivision situated in the
John Berry Survey Abstract No. 51
Williamson County, Texas



2019-9-PFP

ADDRESS	1978 S. AUSTIN AVENUE		GEORGETOWN, TX 78626	
METRO	512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No. 10003700		WEB STEGERBIZZELL.COM
SERVICES	>>ENGINEERS >>PLANNERS >>SURVEYORS			

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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 area 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~

Resolution No. _____

Description: License to Encroach, Titan Trailer, 2020-17-LIC

Date Approved: _____

RESOLVED this _____ day of _____, 2020.

CITY OF GEORGETOWN

ATTEST:

By: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, City Attorney

Resolution No. _____

Description: License to Encroach, Titan Trailer, 2020-17-LIC

Date Approved: _____

Exhibit "A"

Proposed Titan NP Job Trailer Location



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. LICENSEE expressly stipulating and agreeing by LICENSEE's acceptance of this license that LICENSEE neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to LICENSOR's easement.

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

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

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

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

for such purpose at the sole cost, risk, liability and expense of Licensee, their assigns, successors and representatives.

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

If any person or the owner of land abutting a public street, roadway, sidewalk or easement or the City's right-of-way reveals by his application for a building permit or other authorization of the City that any new, remodeling or renovating construction is desired to be made within any part of a public street, roadway, sidewalk or easement or the City's

right-of-way, the requested revocable license will be reviewed for compliance with the terms and provisions of Chapter 12.09 of the Code of Ordinances, and in addition, be subject to the following conditions:

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

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

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

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

[SIGNATURE(S) AND ACKNOWLEDGMENT ON FOLLOWING PAGE(S)]

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

LICENSOR:
City of GeorgetowN

LICENSEE:
MW BUILDERS, INC.

By: _____
Sofia Nelson, Director,
Planning Department

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





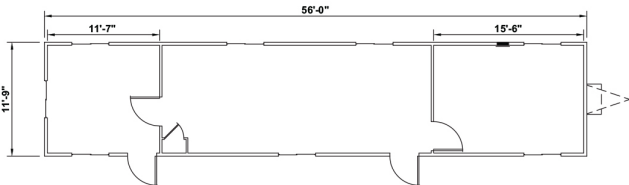
Williams Scotsman, Inc.
16200 Central Commerce Drive
Pflugerville, TX 78660

Your Williams Scotsman Representative
Charlie Vetter
Phone: (512)930-0566
Email: cwvetter@willscot.com
Toll Free: 800-782-1500

Contract Number:1345036
Revision: 2
Date: September 03, 2020

Floorplan

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



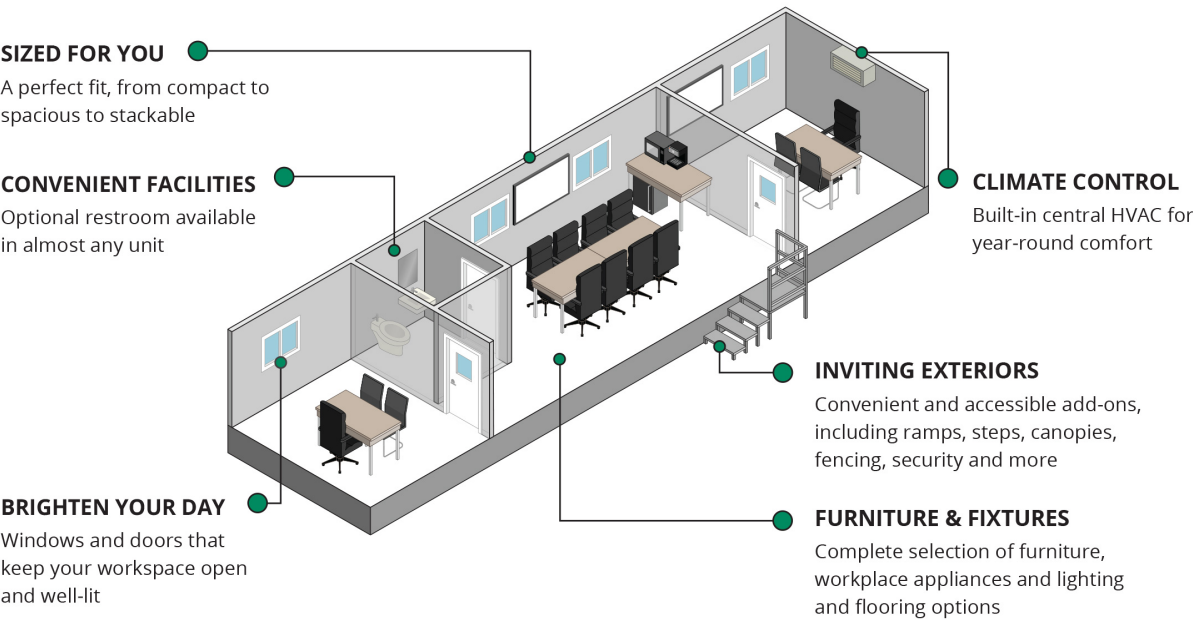
Williams Scotsman, Inc.
16200 Central Commerce Drive
Pflugerville, TX 78660

Your Williams Scotsman Representative
Charlie Vettters
Phone: (512)930-0566
Email: cwvetter@willscot.com
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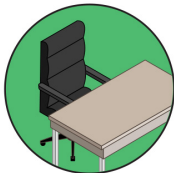
WILLIAMS SCOTSMAN: THE FULLY STREAMLINED SPACE SOLUTION

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.

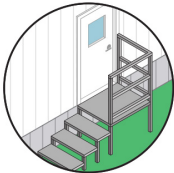


READY-TO-WORK OPTIONS

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

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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:

The City Council gave direction to City staff during the July 21st FY21 budget workshop to increase solid waste rates to account for a household hazardous waste program, to raise funding for transfer station capital improvement, and to cover TDS's rate increase of 1.26%.

This Council item addresses the solid waste wholesale rates paid by the City to TDS and reflect an increase of 1.26% for residential and commercial services. This will add \$0.25 per month to the Tier I residential rate and \$0.35 per month to the Tier II residential rate. Commercial rate increases add 1.26% to the current rate which varies based on the size of container and number of collection(s) per week. The residential and commercial wholesale rates paid by the City to TDS are reflected on Exhibits A and B attached to the amendment.

FINANCIAL IMPACT:

Approval of this amendment will make effective the increase to the solid waste wholesale rates paid by the City to TDS for services rendered.

SUBMITTED BY:

Teresa Chapman

ATTACHMENTS:

12-0001-SC 5th Amendment

12-0001-SC_Exhibit A

12-0001_Exhibit B

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

§
§
§

ACKNOWLEDGEMENT

COUNTY OF WILLIAMSON

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 A

EXHIBIT B

EXHIBIT A

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

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

1 st Cart exchange fee	No Charge
2 nd 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

# Carts	Pickups Per Week				
	1	2	3	4	5
1	\$24.72	\$49.45	\$74.16	\$98.89	\$123.60
2	\$49.45	\$98.89	\$148.32	\$197.76	\$247.21
3	\$74.16	\$148.32	\$222.48	\$296.65	\$370.80
4	\$98.89	\$197.76	\$296.65	\$395.52	\$494.41
5	\$123.60	\$247.21	\$370.80	\$494.41	\$618.01

Note: Multiple frequency available in central business district only

Commercial Recycling Service

# Carts	Pickups Per Week					
	EOW	1	2	3	4	5
1	\$12.36	\$23.48	\$59.33	\$96.41	\$133.49	\$182.94
2		\$46.96	\$118.66	\$192.82	\$266.98	\$365.86
3		\$70.46	\$177.98	\$289.23	\$400.47	\$548.79
4		\$93.94	\$237.31	\$385.64	\$533.95	\$731.71

Note: Multiple frequency available in central business district only

Commercial Containers

# Carts	Pickups Per Week						
	1	2	3	4	5	6	7
2CY	\$71.49	\$142.97	\$214.45	\$285.93	\$357.42	\$428.90	\$500.39
3CY	\$80.47	\$160.93	\$241.39	\$321.87	\$402.33	\$482.80	\$563.25
4CY	\$89.45	\$178.89	\$268.34	\$357.79	\$447.25	\$536.68	\$626.13
6CY	\$107.42	\$214.82	\$322.24	\$429.65	\$537.06	\$644.48	\$751.89
8CY	\$125.38	\$250.75	\$376.14	\$501.51	\$626.89	\$752.26	\$877.65
10CY	\$143.33	\$286.69	\$430.02	\$573.37	\$716.71	\$860.06	\$1,003.40

Commercial containers-City Discount

10%

City of Georgetown, Texas

Commercial Container Recycling

# Carts	Pickups Per Week						
	1	2	3	4	5	6	7
2CY	\$68.62	\$137.25	\$205.86	\$274.50	\$343.11	\$411.74	\$480.37
3CY	\$77.24	\$154.50	\$231.73	\$308.98	\$386.24	\$463.48	\$540.73
4CY	\$85.87	\$171.74	\$257.61	\$343.48	\$429.35	\$515.22	\$601.09
6CY	\$103.12	\$206.23	\$309.35	\$412.46	\$515.58	\$618.70	\$721.81
8CY	\$120.37	\$240.73	\$361.09	\$481.45	\$601.82	\$722.18	\$842.53
10CY	\$137.61	\$275.21	\$412.83	\$550.44	\$688.04	\$825.65	\$963.27

Commercial – Additional Services

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

Unscheduled Extra Pickups

2 CY	\$54.76 each
3 CY	\$68.45 each
4 CY	\$74.77 each
6 CY	\$81.09 each
8 CY	\$88.46 each
10 CY	\$115.84 each

FL Compactors – Service rates and rental costs to be negotiated between TDS & Customer

City of Georgetown, Texas

Roll Off Compactors

<u>Roll-Off Size</u>	<u>Collection Rate</u>	<u>Disposal Rate</u>
20 CY	\$537.08	Included, 10 Ton Maximum (legal weight)
30 CY	\$581.31	Included, 10 Ton Maximum (legal weight)
35 CY	\$606.59	Included, 10 Ton Maximum (legal weight)
40 CY	\$631.86	Included, 10 Ton Maximum (legal weight)
42 CY	\$631.86	Included, 10 Ton Maximum (legal weight)

Roll Off Containers

<u>Roll-Off Size</u>	<u>Collection Rate</u>	<u>Disposal Rate</u>
14 CY	\$319.09	Included, 10 Ton Maximum (legal weight)
20 CY	\$405.45	Included, 10 Ton Maximum (legal weight)
30 CY	\$492.85	Included, 10 Ton Maximum (legal weight)
40 CY	\$521.29	Included, 10 Ton Maximum (legal weight)

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
--	--------------

<u>Closed Landfill Maintenance Fee</u>	No charge
--	-----------

City of Georgetown – City Event Trash Collection

Carts	Delivery	\$20.00 each
	Service	\$25.00 each
	Pickup and clean	\$25.00 each

		<u>Delivery</u>	<u>Haul/Disp</u>	<u>Rent</u>
Roll-off	20 CY	\$105.00	\$350.00	No Charge
	30 CY	\$105.00	\$425.00	No Charge
	40 CY	\$105.00	\$450.00	No Charge

Frontload	Delivery	\$80.00 each
-----------	----------	--------------

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

<u>Residential Solid Waste Services</u>		Tier I	Tier II
Service	Trash Service		
	Recycle Service		
	Bulky Collection – 2X per year		
	Seasonal Yard Trimmings		
	Total	\$16.71	\$23.33
	Trash Service: – Cart Only		
	Extra Cart – Trash or Recycle	\$8.95	\$8.95
	Additional Bulky Waste Collection - \$ each	\$29.49	\$29.49
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City of Georgetown, Texas

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5	\$123.60	\$247.21	\$370.80	\$494.41	\$618.01

Note: Multiple frequency available in central business district only

Commercial Recycling Service

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3		\$70.46	\$177.98	\$289.23	\$400.47	\$548.79
4		\$93.94	\$237.31	\$385.64	\$533.95	\$731.71

Note: Multiple frequency available in central business district only

Commercial Containers

# Carts	Pickups Per Week						
	1	2	3	4	5	6	7
2CY	\$71.49	\$142.97	\$214.45	\$285.93	\$357.42	\$428.90	\$500.39
3CY	\$80.47	\$160.93	\$241.39	\$321.87	\$402.33	\$482.80	\$563.25
4CY	\$89.45	\$178.89	\$268.34	\$357.79	\$447.25	\$536.68	\$626.13
6CY	\$107.42	\$214.82	\$322.24	\$429.65	\$537.06	\$644.48	\$751.89
8CY	\$125.38	\$250.75	\$376.14	\$501.51	\$626.89	\$752.26	\$877.65
10CY	\$143.33	\$286.69	\$430.02	\$573.37	\$716.71	\$860.06	\$1,003.40

Commercial containers-City Discount

10%

City of Georgetown, Texas

Commercial Container Recycling

# Carts	Pickups Per Week						
	1	2	3	4	5	6	7
2CY	\$68.62	\$137.25	\$205.86	\$274.50	\$343.11	\$411.74	\$480.37
3CY	\$77.24	\$154.50	\$231.73	\$308.98	\$386.24	\$463.48	\$540.73
4CY	\$85.87	\$171.74	\$257.61	\$343.48	\$429.35	\$515.22	\$601.09
6CY	\$103.12	\$206.23	\$309.35	\$412.46	\$515.58	\$618.70	\$721.81
8CY	\$120.37	\$240.73	\$361.09	\$481.45	\$601.82	\$722.18	\$842.53
10CY	\$137.61	\$275.21	\$412.83	\$550.44	\$688.04	\$825.65	\$963.27

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
4 CY	\$74.77 each
6 CY	\$81.09 each
8 CY	\$88.46 each
10 CY	\$115.84 each

FL Compactors – Service rates and rental costs to be negotiated between TDS & Customer

City of Georgetown, Texas

Roll Off Compactors

<u>Roll-Off Size</u>	<u>Collection Rate</u>	<u>Disposal Rate</u>
20 CY	\$537.08	Included, 10 Ton Maximum (legal weight)
30 CY	\$581.31	Included, 10 Ton Maximum (legal weight)
35 CY	\$606.59	Included, 10 Ton Maximum (legal weight)
40 CY	\$631.86	Included, 10 Ton Maximum (legal weight)
42 CY	\$631.86	Included, 10 Ton Maximum (legal weight)

Roll Off Containers

<u>Roll-Off Size</u>	<u>Collection Rate</u>	<u>Disposal Rate</u>
14 CY	\$319.09	Included, 10 Ton Maximum (legal weight)
20 CY	\$405.45	Included, 10 Ton Maximum (legal weight)
30 CY	\$492.85	Included, 10 Ton Maximum (legal weight)
40 CY	\$521.29	Included, 10 Ton Maximum (legal weight)

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.

Freon Removal \$47.39 each appliance

Removal of Dead Animals – under 100 lbs. \$63.19 each

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

STATE OF TEXAS
COUNTY OF WILLIAMSON
CITY OF GEORGETOWN

§
§
§

KNOW ALL BY THESE PRESENTS:

This Mural Easement Agreement (this “Agreement”) is made and entered into this _____ day of _____, 2020 (the “Effective Date”) by and between **The City of Georgetown**, 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”.

RECITALS

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

Dale Ross, Mayor

Dated: _____

ATTEST:

Robyn Densmore, City Secretary

Dated: _____

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'

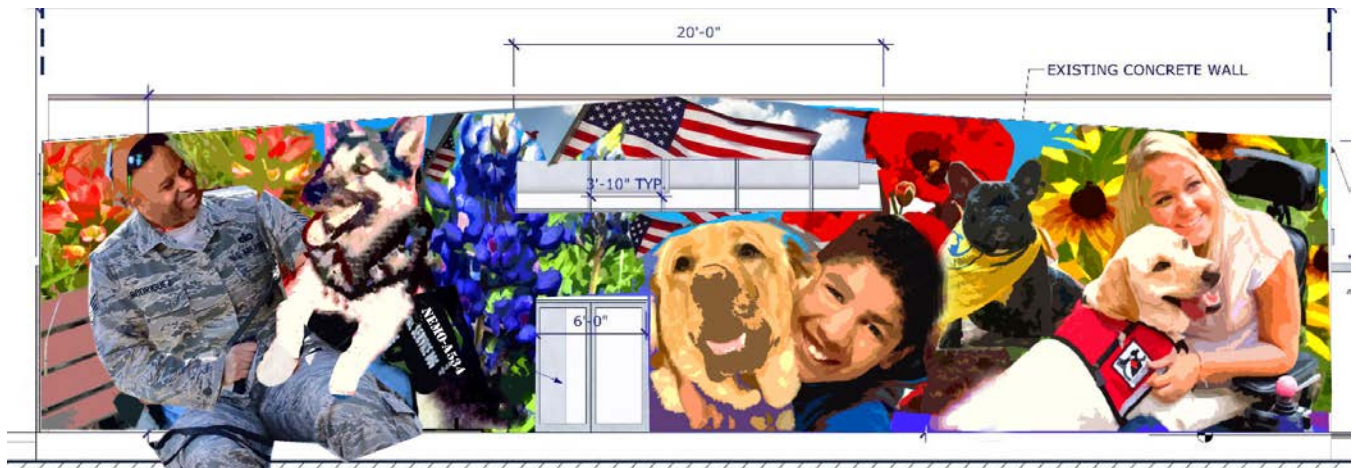


EXHIBIT C

Western wall of 205 West 6th Street #115, Georgetown, TX 78626
Stucco exterior wall



City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

EXHIBIT A – PROJECT

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

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

*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	Base Price	Description
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	\$1.19	Mylar or up to 2 label protectors, spine label, barcode, standard BookMARC record. Laminate paperback cover is a separate charge.
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	\$1.99	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.

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

Audio Visual Processing and Accessories	Base Price	Description
Digital Processing for Media	\$2.00	Up to 6 digital labels
Format Conversion Service	N/A	
Hub Label (per application)	\$0.25	
Shrink Wrap Removal	\$0.55	
DVD/CD Case, Holds Single Disc (Paper)	N/A	
DVD/CD Case, Holds Single Disc (Plastic)	\$1.99	DVD single disc case.
DVD/CD Case, Holds Multiple Discs	\$2.60	DVD multiple disc case
DVD/CD Case, Locking	\$2.59	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.
Spoken Audio CD Case; Various Capacities	\$3.80	small spoken audio CD clam case; \$4.75 medium spoken audio CD clam case; \$6.00 large spoken audio clam case.

Laminated Paperback Covers	Base Price	Description
Polypropylene Laminate; Various Thicknesses	\$1.85	\$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.
Vinyl Laminate; Various Thicknesses	N/A	

RFID/Theft Deterrents	Base Price	Description
Pre-programmed RFID/Barcode Set (1 Barcode); Applied to book	\$0.80	
RFID ("universal" tag programmed and applied)	\$0.99	Ingram-supplied tag
CD/DVD Overlay RFID Tag	\$1.29	StingRay Full Disc Overlay RFID Tags
Theft Deterrent Tape/Strip	\$0.50	3M or Checkpoint theft strip placed inside book or on case

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.

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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



4410 Dividend Dr.
San Antonio, TX 78219

Quote For:

The City of Georgetown
300-1 Industrial Avenue
Georgetown, Texas 78627

July 23, 2019_Rev. July 8, 2020
ATTN: Paul Conomos

2020-2021 Price List – Expires 06/30/2021

Customer Part Number	Honeywell Style	Description	Price/Each
366900	ZFA3K000000	Meter, Form 1S, Type R2S, REX2 w/o Disconnect	\$115.00
366901	ZFCWM000000	Meter, Form 2S, Type R2S, NET 200 amp	\$101.25
366902	ZFC4M000000	Meter, Form 2S, Type R2S, NET 320 amp	\$128.75
366910	ZDC210P8082	Meter, Form 4S, Type A3TL, Class 20	\$446.25
366911	ZD3210P8082	Meter, Form 9S, Type A3TL, Class 20	\$446.25
366912	ZD3310P8082	Meter, Form 16S, Type A3TL, Class 200 amp	\$446.25
366913	ZD3410P8082	Meter, Form 16S, Type A3TL, Class 320 amp	\$452.50
366914	ZD2210P8082	Meter, Form 35S, Type A3TL, Class 20 amp	\$446.25
366915	ZDA210P8082	Meter, Form 3S, Type A3TL, Class 20 Instrument	\$446.25
366917	ZD8210P8082	Meter, Form 36S, Type A3TL, Class 20 amp	\$452.50
366918	ZFCWMA000000	Meter, Form 2S, Type R2SD, with Disconnect	\$142.50
366919	ZDC310P8082	Meter, Form 2S, Type A3TL, 480V, 200 amp	\$446.25
366920	ZFCWM000000	Meter, Electric, Form 2S, Type R2S, House 200 amp	\$101.25
366922	ZF5WKA000000	Meter, Form 12S, Type R2SD, Network with Disconnect	\$172.50
366923	ZFC4M000000	Meter, Form 2S, Type R2S, 320 amp	\$128.75
366924	ZD3310P80L4	Meter, Form 16S, Type A3RL, Class 200 amp	\$465.00
366925	ZD3410P8082	Meter, Form 16S, Type A3RL, Class 320 amp	\$452.50
366927	ZF5WK000000	Meter, Form 12S, Type R2S, Class 200 w/o Disconnect	\$128.75
366928	ZD5310P8082	Meter, Form 12S, Type A3RL, Class 200 amp	\$446.25
366937	ZD3310P80L4	Meter, Electric, Form 16S, Class 200, Bi-Directional Solar	\$465.00
366938	ZD3410P80L4	Meter, Electric, Form 16S, Class 320, Bi-Directional Solar	\$471.25
366940	ZD3310P80L4	Meter, Form 16S, Class 200 amp, 120-480V, Remote DS	\$465.00
366941	ZD3410P80L4	Meter, Form 16S, Class 320 amp, 120-480V RD	\$471.25

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

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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:

	Current	Proposed
5,000 Gallons	\$ 31.75	\$ 33.75
Variance, \$		\$ 2.00
Variance %		6.30%
15,000 Gallons	\$ 52.50	\$ 59.45
Variance, \$		\$ 6.95
Variance %		13.24%
25,000 Gallons	\$ 84.50	\$ 107.45
Variance, \$		\$ 22.95
Variance %		27.16%
35,000 Gallons	\$ 124.50	\$ 191.45
Variance, \$		\$ 66.95
Variance %		53.78%

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 GEORGETOWN, TEXAS, AMENDING SECTION 13.04.120 TITLED “RATES AND CHARGES—WATER—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 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 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 13.04.120 “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.

Ordinance Number: _____
Description: Water Utility Service Ordinance
Date Approved: _____, 2020

Meter Size	Inside City Limits	Outside City Limits
5/8 -inch meter	\$ 16.50	19.80
3/4-inch meter	24.50	29.45
1-inch meter	41.00	49.25
1½-inch meter	81.45	97.95
2-inch meter	163.40	196.40
3-inch meter	391.75	470.95
4-inch meter	685.55	824.15
6-inch meter	1,501.00	1,804.50
8-inch meter	2,608.10	3,135.40

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

Up to and including 7,000 gallons	1.85
Over 7,001 gallons, up to and including 15,000 gallons:	2.75
Over 15,001 gallons, up to and including 25,000 gallons:	4.80
Over 25,001 gallons,	8.40

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

Ordinance Number: _____
Description: Water Utility Service Ordinance
Date Approved: _____, 2020

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:

Robyn Densmore, City Secretary

By: _____
Dale Ross, Mayor

APPROVED AS TO FORM:

Skye Masson, City Attorney

Ordinance Number: _____
Description: Water Utility Service Ordinance
Date Approved: _____, 2020

City of Georgetown, Texas			
Water Rate Comparisons (FY 2021 Rates)			
	Current		Proposed
Base Rates			
Inside City			
5/8"	\$	15.50	\$ 16.50
3/4"		23.00	24.50
1"		38.50	41.00
1 1/2"		76.50	81.45
2"		153.50	163.40
3"		368.00	391.75
4"		644.00	685.55
6"		1,410.00	1,501.00
8"		2,450.00	2,608.10
Outside City			
5/8"	\$	18.50	\$ 19.80
3/4"		27.50	29.45
1"		46.00	49.25
1 1/2"		91.50	97.95
2"		183.50	196.40
3"		440.00	470.95
4"		770.00	824.15
6"		1,686.00	1,804.50
8"		2,929.50	3,135.40
Volumetric Rates (per 1,000 gallons)			
Residential			
0 - 10,000 gallons	\$	1.75	0 - 7,000 gallons \$ 1.85
10,001 - 20,000 gallons		2.40	7,001 - 15,000 gallons 2.75
20,001 - 40,000 gallons		4.00	15,001 - 25,000 gallons 4.80
40,001 - 60,000 gallons		6.50	25,000+ gallons 8.40
60,000+ gallons		8.50	
Small Commercial (<2")			
0 - 300,000 gallons	\$	2.40	\$ 2.40
300,001+ gallons		6.50	6.50
Large Commercial (2")			
0 - 600,000 gallons	\$	2.40	\$ 2.40
600,001+ gallons		6.50	6.50
Large Commercial (3")			
0 - 900,000 gallons	\$	2.40	\$ 2.40
900,001+ gallons		6.50	6.50
Large Commercial (4")			
0 - 4,000,000 gallons	\$	2.40	\$ 2.40
4,000,001+ gallons		6.50	6.50
Large Commercial (6")			
0 - 6,000,000 gallons	\$	2.40	\$ 2.40
6,000,001+ gallons		6.50	6.50
Large Commercial (8")			
0 - 8,000,000 gallons	\$	2.40	\$ 2.40
8,000,001+ gallons		6.50	6.50
Manufacturing (<8")			
All Gallons	\$	2.40	\$ 2.40

City of Georgetown, Texas Water Rate Comparisons (FY 2021 Rates)			
	<u>Current</u>		<u>Proposed</u>
<i>Municipal Interruptible</i>			
	All Gallons	\$ 2.40	\$ 2.40
<i>Restaurant</i>			
	All Gallons	\$ 2.40	\$ 2.40
<i>Evaporative Cooling</i>			
	All Gallons	\$ 2.40	\$ 2.40
<i>Fire Flow</i>			
	All Gallons	\$ 2.40	\$ 2.40
<i>Irrigation Only</i>			
	0 - 500,000 gallons	\$ 4.00	\$ 4.00
	500,001+ gallons	8.50	8.50
<i>Non-Potable Water Rates</i>			
	All Gallons	\$ 1.25	\$ 1.25

City of Georgetown, Texas
Wastewater Rate Comparisons (FY 2021 Rates)

	<u>Current</u>	<u>Proposed</u>
Base Rates		
<i>Inside City</i>		
Residential		
(Single Family/Domestic)	\$ 32.00	\$ 34.85
Small Commercial		
(4" Sewer Line/ 3/4" Water Meter)	32.00	34.85
Commercial		
(<6" Sewer Line)	48.40	52.70
Commercial		
(>8" Sewer Line)	85.95	93.60
High Strength Commercial		
(>250 BOD/Food Processing)	48.40	52.70
Multi-Family Service		
(>3 Residential Units per Water Meter)	114.95	125.20
<i>Outside City</i>		
Residential		
(Single Family/Domestic)	\$ 36.75	\$ 40.10
Small Commercial		
(4" Sewer Line/ 3/4" Water Meter)	36.75	40.10
Commercial		
(<6" Sewer Line)	55.65	60.65
Commercial		
(>8" Sewer Line)	98.85	107.65
High Strength Commercial		
(>250 BOD/Food Processing)	55.65	60.65
Multi-Family Service		
(>3 Residential Units per Water Meter)	132.20	143.95
Volumetric Charges (per 1,000 gallons)		
<i>Inside City</i>		
Residential		
(Single Family/Domestic)	\$ -	\$ -
Small Commercial		
(4" Sewer Line/ 3/4" Water Meter)	2.75	3.00
Commercial		
(<6" Sewer Line)	2.75	3.00
Commercial		
(>8" Sewer Line)	2.75	3.00
High Strength Commercial		
(>250 BOD/Food Processing)	4.50	4.90
Multi-Family Service		
(>3 Residential Units per Water Meter)	2.75	3.00
<i>Outside City</i>		
Residential		
(Single Family/Domestic)	\$ -	\$ -
Small Commercial		
(4" Sewer Line/ 3/4" Water Meter)	3.15	3.45
Commercial		
(<6" Sewer Line)	3.15	3.45
Commercial		
(>8" Sewer Line)	3.15	3.45
High Strength Commercial		
(>250 BOD/Food Processing)	5.20	5.65
Multi-Family Service		
(>3 Residential Units per Water Meter)	3.15	3.45






October 13, 2020

City Council Meeting, Georgetown, TX

PROPOSED RATES WATER AND WASTEWATER COST OF SERVICE AND RATE DESIGN STUDY



SUMMARY INTRODUCTION

- FY 2020 Study Goals and Objectives:
 -  Fiscal Policy Compliance
 -  Equitable Cost of Service
 -  Conservation
- Presentations on Draft Results and Rate Setting Options
 - August 13 - Georgetown Water Utility Advisory Board
 - August 25 - City Council
 - September 10 - Georgetown Water Utility Advisory Board
 - September 22 - City Council
 - October 8 - Georgetown Water Utility Advisory Board

BOARD RECOMMENDED RATES

BOARD WAS UNANIMOUS ON PROPOSED RATES

SUMMARY OF PROPOSED RATES - *COMPLETE SCHEDULES IN ORDINANCE*

- Water

- Increasing minimum charges based on \$1.50 on 3/4" meters achieves the 75% target.
- Residential revenues are below Cost of Service and are the primary focus this year.

Current Tiers	Rates
0 – 10,000 gals	\$1.75
10,001 – 20,000 gals	2.40
20,001 – 40,000 gals	4.00
40,001 – 60,000 gals	6.50
60,001+ gals	8.50

Proposed Tiers	Rates
0 – 7,000 gals	\$1.85
7,001 – 15,000 gals	2.75
15,001 – 25,000 gals	4.80
25,001+ gals	8.40

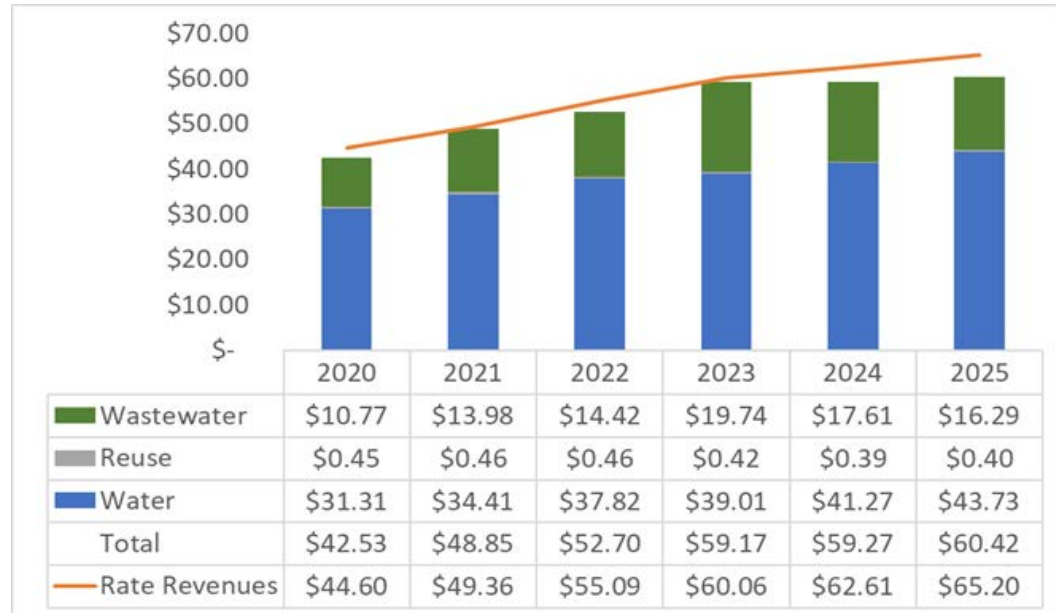
→ Revising the first tier down to median (rounded to 7,000)

↔ Setting top 2 tier differentials at 75%

→ Bringing top tier down to 25,000 gallons impacts fewer than 10% of customer bills, will improve residential conservation, and is common in the market.

- Setting Builder rates to Residential rates reflects majority of Builder account uses
- Wastewater rates increasing 8.89% across all rate types
- Reuse rates stay the same
- Outside City rate differential remains the same at 20%

PROJECTED COMBINED UTILITY PERFORMANCE UNDER PROPOSED RATE REVENUES



- Revenue adjustments driven by first debt payment for San Gabriel Interceptor (\$32.5M) in **FY 2023**; wastewater increases smoothed out over 3 years.
- Water Base rate adjustments targeting Fixed COS metric and volumetric adjustments to residential to achieve cost of service and conservation objectives.
- 75% Tier Differential between top two revised Residential rate tiers**

FY (Targets)	2021	2022	2023	2024	2025
DSC (1.50x)	4.34	4.07	3.56	3.34	3.10
Days Cash (90 Days)*	220	224	224	245	274
Fixed COS (75%)	75%	77%	83%	82%	81%

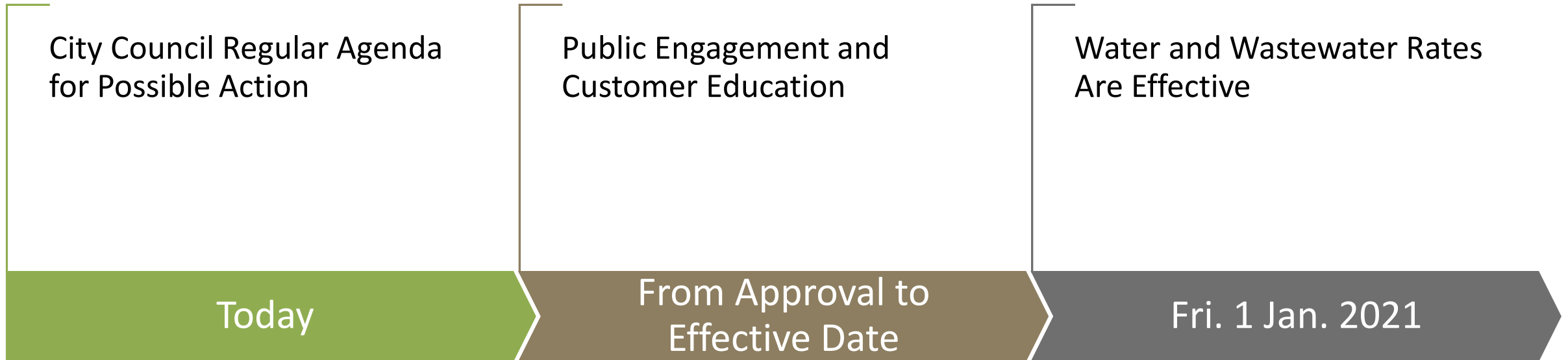
Rate Adjustments	2021	2022	2023	2024	2025
Water (Base \$ Only)	\$1.50	\$1.50	\$1.50	-	-
Water (Volumetric)	Varies	-	-	-	-
Wastewater (All %)	8.89%	8.89%	8.89%	-	-

*Excludes \$10M Annual Non-Operating Contingency

PROPOSED ORDINANCE

- Includes Board's Proposed Rates
- Proposed rates fully meet the City Council's requested objectives.
 - ✅ Financial Policy Compliance
 - ✅ Equitable Cost of Service
 - ✅ Conservation Plan
- Rates Scheduled to Be Effective January 1, 2021

NEXT STEPS



COUNCIL DISCUSSION & ACTION



THANK YOU! ANY QUESTIONS?

NEWGEN STRATEGIES AND SOLUTIONS
275 W. CAMPBELL ROAD, SUITE 440
RICHARDSON, TEXAS 75080

Page 189 of 524

MATTHEW GARRETT, DIRECTOR

(972) 675-7699

MGARRETT@NEWGENSTRATEGIES.NET

MICHAEL SOMMERDORF, SENIOR CONSULTANT

(972) 704-1655

MSOMMERDORF@NEWGENSTRATEGIES.NET

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

	Current – In City	Proposed – In City	Current – Outside City	Proposed – Outside City
Residential	\$32.00	\$34.85	\$36.75	\$40.10
Small Commercial	\$32.00	\$34.85	\$36.75	\$40.10
Commercial	\$48.40 \$2.75 per kgal	\$52.70 \$3.00 per kgal	\$55.65 \$3.15 per kgal	\$60.65 \$3.45 per kgal
High Strength Commercial	\$48.40 \$4.50 per kgal	\$52.70 \$4.90 per kgal	\$55.65 \$5.20 per kgal	\$60.65 \$5.65 per kgal
Large Commercial	\$85.95 \$2.75 per kgal	\$93.60 \$3.00 per kgal	\$98.85 \$3.15 per kgal	\$107.65 \$3.45 per kgal
Multifamily	\$114.95 \$2.75 per kgal	\$125.20 \$3.00 per kgal	\$132.20 \$3.15 per kgal	\$143.95 \$3.45 per kgal

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.

Ordinance Number: _____
Description: Sewer Utility Service Ordinance
Date Approved: _____, 2020

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.

Ordinance Number: _____
 Description: Sewer Utility Service Ordinance
 Date Approved: _____, 2020

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

Ordinance Number: _____
Description: Sewer Utility Service Ordinance
Date Approved: _____, 2020

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

SUBJECT:

First reading of Ordinance **amending Section 13.04.180, “Rates and Charges—Solid Waste Disposal – Schedule”** of the Code of Ordinances of the City of Georgetown -- Ray Miller, Director Public Works and Teresa Chapman, Environmental Services

ITEM SUMMARY:

The City Council gave direction to City staff during the July 21st FY21 budget workshop to increase solid waste rates to account for a household hazardous waste program, to raise funding for transfer station capital improvement, and to cover TDS's rate increase of 1.26% for residential and commercial services.

This Council item addresses solid waste retail rates that are paid by the City's residential and commercial solid waste customers. As customary with a rate increase, this item updates Section 13.04.180 titled “Rates and Charges – Solid Waste Disposal” in the municipal code. If approved, the new retail solid waste rates would cover the TDS rate increase, the household hazardous waste program for residents, and the transfer station capital improvement, all consistent with Council's direction from the July 21st workshop.

FINANCIAL IMPACT:

Adoption of this ordinance will make effective the increase to the solid waste retail rates paid by residential and commercial solid waste customers to the City.

SUBMITTED BY:

Teresa Chapman

ATTACHMENTS:

Ordinance Update Rates

Ordinance Update PP

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING SECTION 13.04.180, TITLED “RATES AND CHARGES – SOLID WASTE DISPOSAL – SCHEDULE,” OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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.

Ordinance Number: _____
Description: Solid Waste Rates
Ordinance Date Approved: _____

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.

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

* - 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

# Containers	Pickups Per Week				
	1	2	3	4	5
1	\$30.80	\$61.55	\$92.35	\$123.15	\$153.90
2	\$61.55	\$123.15	\$184.70	\$246.25	\$307.80
3	\$92.35	\$184.70	\$277.05	\$369.40	\$461.70
4	\$123.15	\$246.25	\$369.40	\$492.55	\$615.60
5	\$153.90	\$307.85	\$461.75	\$615.65	\$769.50

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

Commercial Recycling – Carts

Every-other-week pickup: \$13.05 per month

# Containers	Pickups Per Week				
	1	2	3	4	5
1	\$25.80	\$63.95	\$103.30	\$142.65	\$194.45
2	\$51.65	\$127.88	\$206.60	\$285.35	\$388.90
3	\$77.45	\$191.82	\$309.95	\$428.00	\$583.30
4	\$103.25	\$255.76	\$413.25	\$570.65	\$777.75
5	\$129.05	\$319.70	\$516.55	\$713.30	\$972.20

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

3

Ordinance Number: _____

Description: Solid Waste Rates

Ordinance Date Approved: _____

Commercial Landfill Trash - Dumpsters

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

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

Commercial Recycling – Dumpsters

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

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

2 CY	\$61.10	each
3 CY	\$76.90	each
4 CY	\$84.25	each
6 CY	\$90.60	each
8 CY	\$99.00	each
10 CY	\$129.55	each

Ordinance Number: _____
Description: Solid Waste Rates
Ordinance Date Approved: _____

Miscellaneous Fees

Roll-off delivery - one time charge	\$110.58	per delivery
Roll-off open top rental fees	\$105.31	per month
Freon Removal	\$47.39	each appliance
Removal of Dead Animals - under 100 lbs.	\$63.19	each appliance

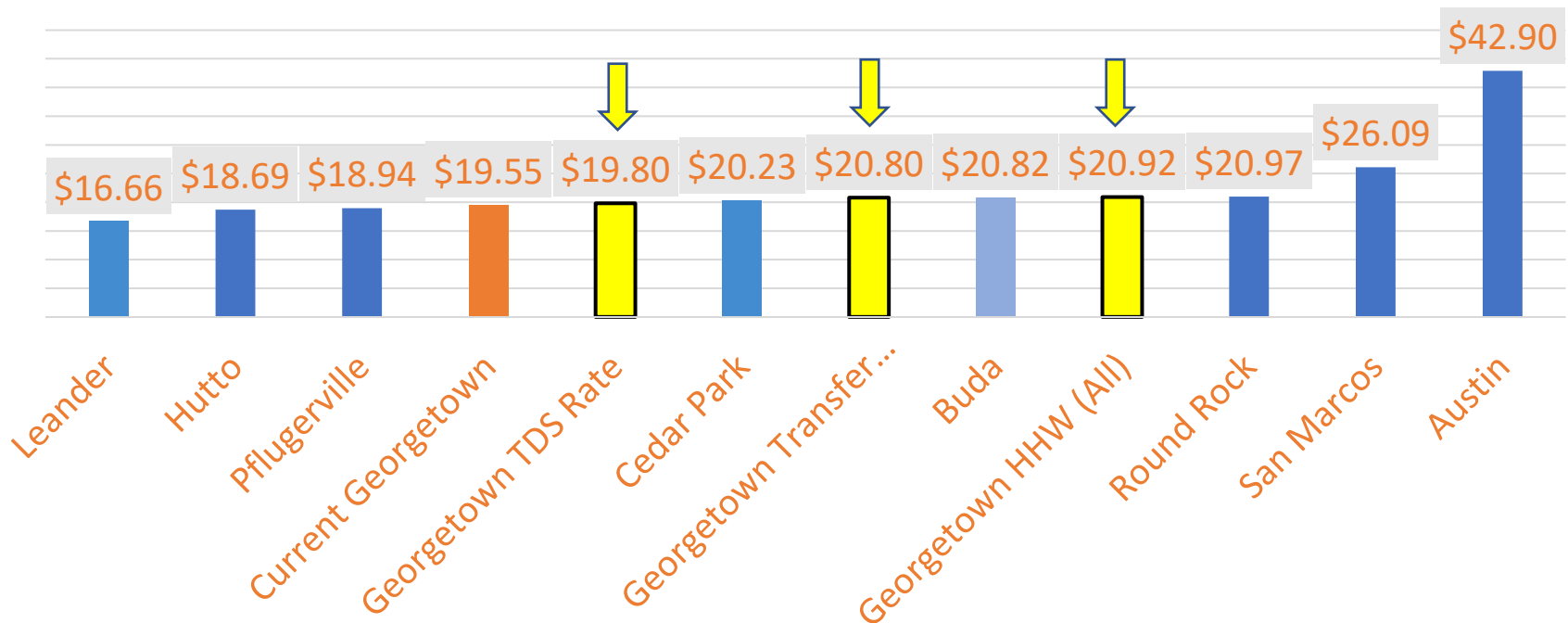
Solid Waste Ordinance Update

In budget discussions, City Council reviewed slides about:

- 1.26% TDS contract rate (allowed within their contract)
- Transfer Station rate increase
 - \$1.00 to the residential rate
 - \$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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING SECTION 13.04.180, TITLED “RATES AND CHARGES – SOLID WASTE DISPOSAL – SCHEDULE,” OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN; 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:

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

Type of Permit	Permit Cost	Technology Fee	Total Permit Cost*
Work in the ROW – Maintenance	\$120.00	\$15.00	\$135.00
Work in the ROW – Construction	\$400.00	\$15.00	\$415.00
Storage Activities (containers, roll-offs, dumpsters, etc...)	\$30.00	\$15.00	\$45.00
Extension of ROW Permit	\$25.00		\$25.00
Re-Inspection Fee	\$50.00		\$50.00
Non-Refundable Administration Fee (Base Fee)**	\$25.00		\$25.00

* - 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

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

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

Exhibit A

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

Exhibit A

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.

Exhibit A

- 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

ATTEST:

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.

Design Manual shall mean the most current edition of the City of Georgetown Design Manual for the Installation of Network Nodes and Node Support Poles.

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

- c. City Website: www.georgetown.org - Click on City of Georgetown Government, Public Works, and then Right-of-Way Permits.

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.

3.3.2 Storage 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.

3.3.3 Other Activities

- 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 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:
- 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

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:

AASHTO	Compaction	Moisture Content
Classification	Percent of Maximum	Deviation from Optimum
Clay Soils A-6, A-7	95% Min of AASHTO T-99 Standard Proctor Method	0% to +2%
Sands, Gravels, Silts	95% Min of AASHTO T-180	-2% to +2%
A-1, A-2, A-3, A-4, A-5	Standard Proctor Method	

- d. **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.
- e. **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, crosspans, 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, crosspans, 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, crosspans, 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. Crosspans 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 street 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.

DRAFT

APPENDIX A
CITY OF GEORGETOWN RIGHT-OF-WAY PERMIT FEE SCHEDULE

Type of Permit	Permit Cost	Technology Fee	Total Permit Cost*
Work in the ROW – Maintenance	\$120.00	\$15.00	\$135.00
Work in the ROW – Construction	\$400.00	\$15.00	\$415.00
Storage Activities (containers, roll-offs, dumpsters, etc...)	\$30.00	\$15.00	\$45.00
Extension of ROW Permit	\$25.00		\$25.00
Re-Inspection Fee	\$50.00		\$50.00
Non-Refundable Administration Fee (Base Fee)**	\$25.00		\$25.00

APPENDIX B
CITY OF GEORGETOWN RIGHT-OF-WAY SCHEDULE OF FINES

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

* 1st Offense Fine. Fines will be doubled for each additional offense (ex: 1st Offense = \$100; 2nd Offense = \$200; 3rd Offense = \$400, etc...)

APPENDIX C
INSURANCE REQUIREMENTS

DRAFT

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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.

- A. The provisions of the "International Building Code," 2015 Edition, including Appendixes C, E, F, I, J and K, with the specific local amendments set forth in this Chapter are hereby adopted. In this Chapter, the 2015 International Building Code

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

By; _____
Dale Ross
Mayor

APPROVED AS TO FORM:

Skye Masson
City Attorney

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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



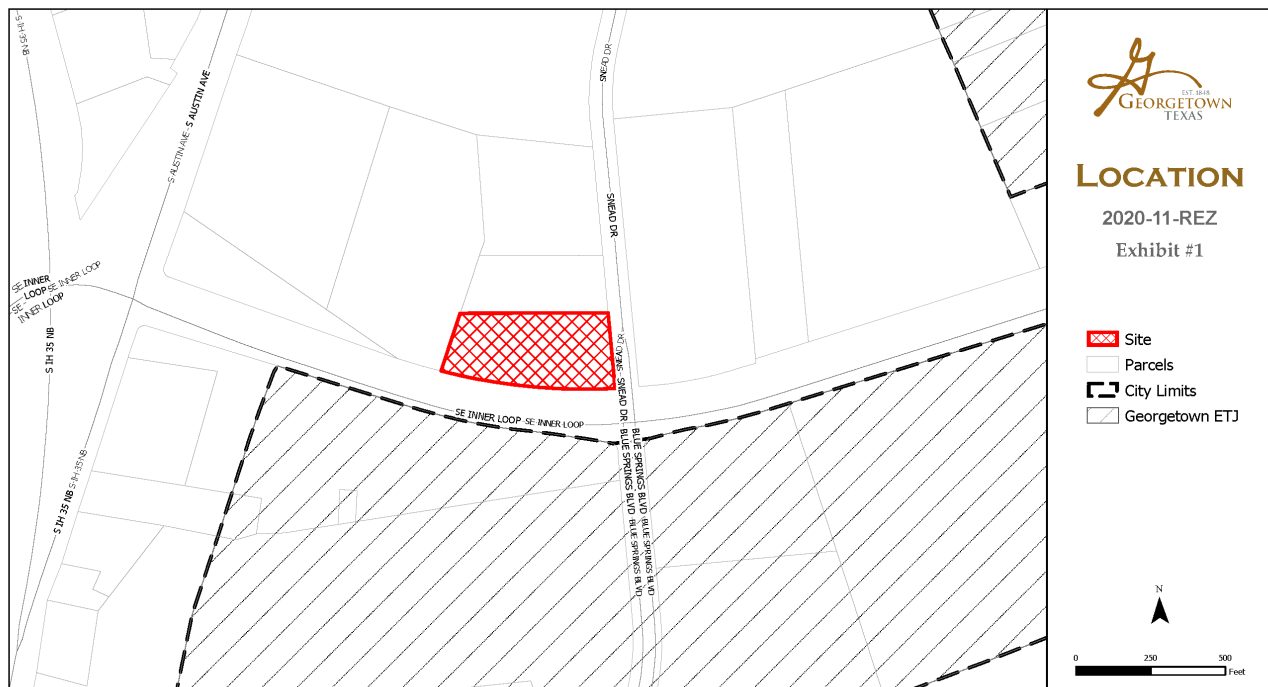
Planning and Zoning Commission

Planning Department Staff Report

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.



Planning Department Staff Report

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 treed 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:

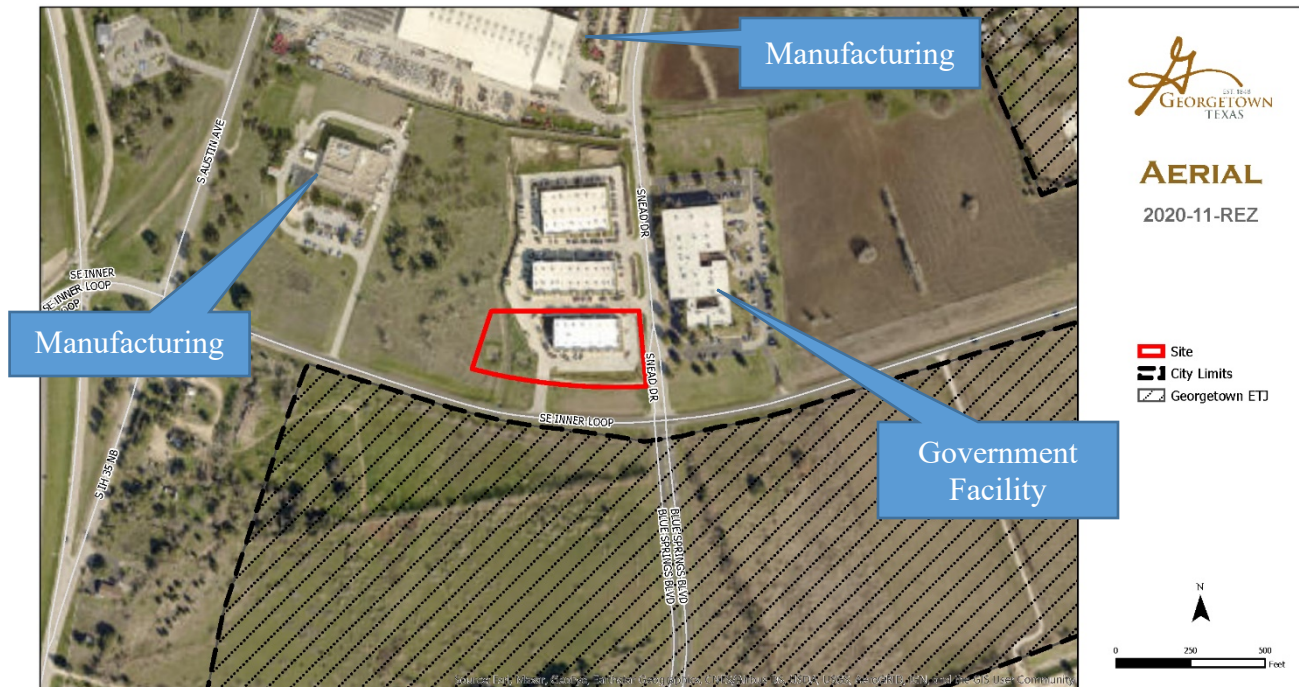
The subject property has an Employment Center Future Land Use designation and is currently zoned Industrial (IN) and Agriculture (AG).

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:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	Industrial (IN)	Employment Center	Office/Flex Space
East	Industrial (IN) and Agriculture (AG)	Employment Center	Government Facility
South	ETJ	Regional Center	Vacant/undeveloped
West	Industrial (IN)	Employment Center	Vacant/undeveloped



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 890091) 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.

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

Planning Department Staff Report

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.

Planning Department Staff Report

Approval Criteria

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

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	Complies
An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	Complies
The 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.	
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	Complies
The 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.	
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	Complies
The 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.	
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	Complies
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.	

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

Planning Department Staff Report

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

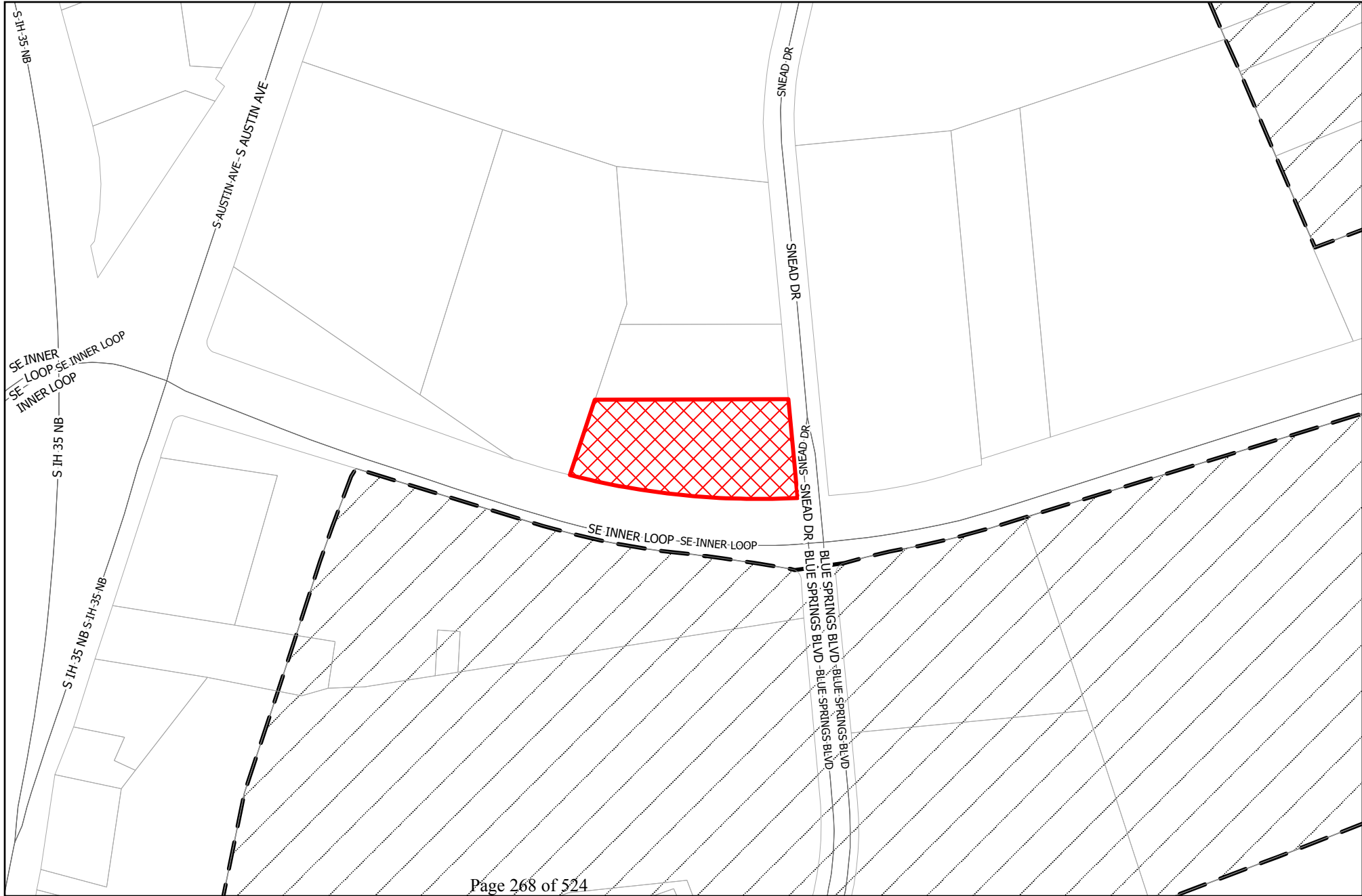
Exhibit 1 – Location Map

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



LOCATION

2020-11-REZ

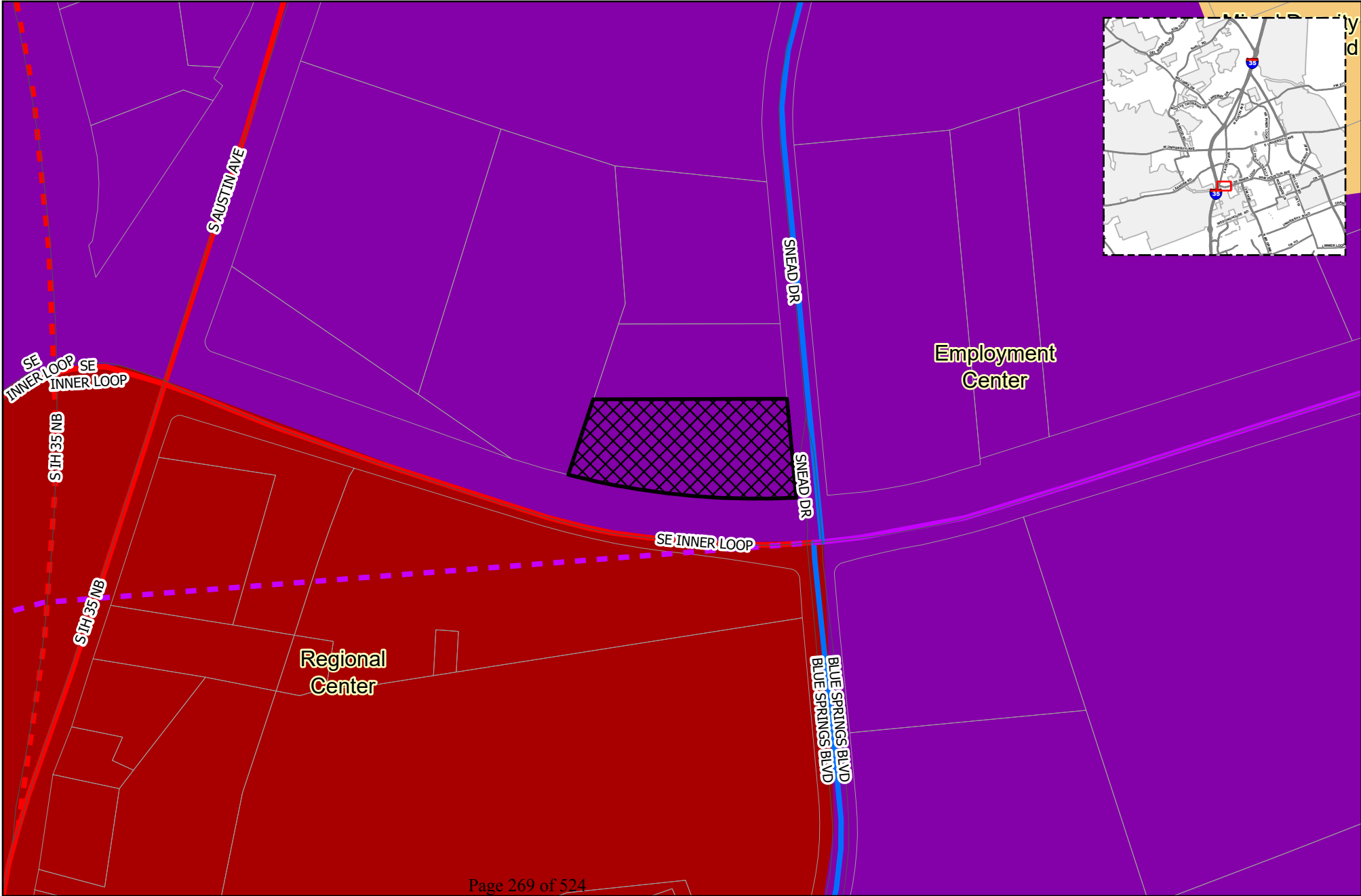
Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ

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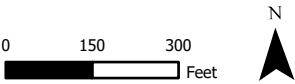
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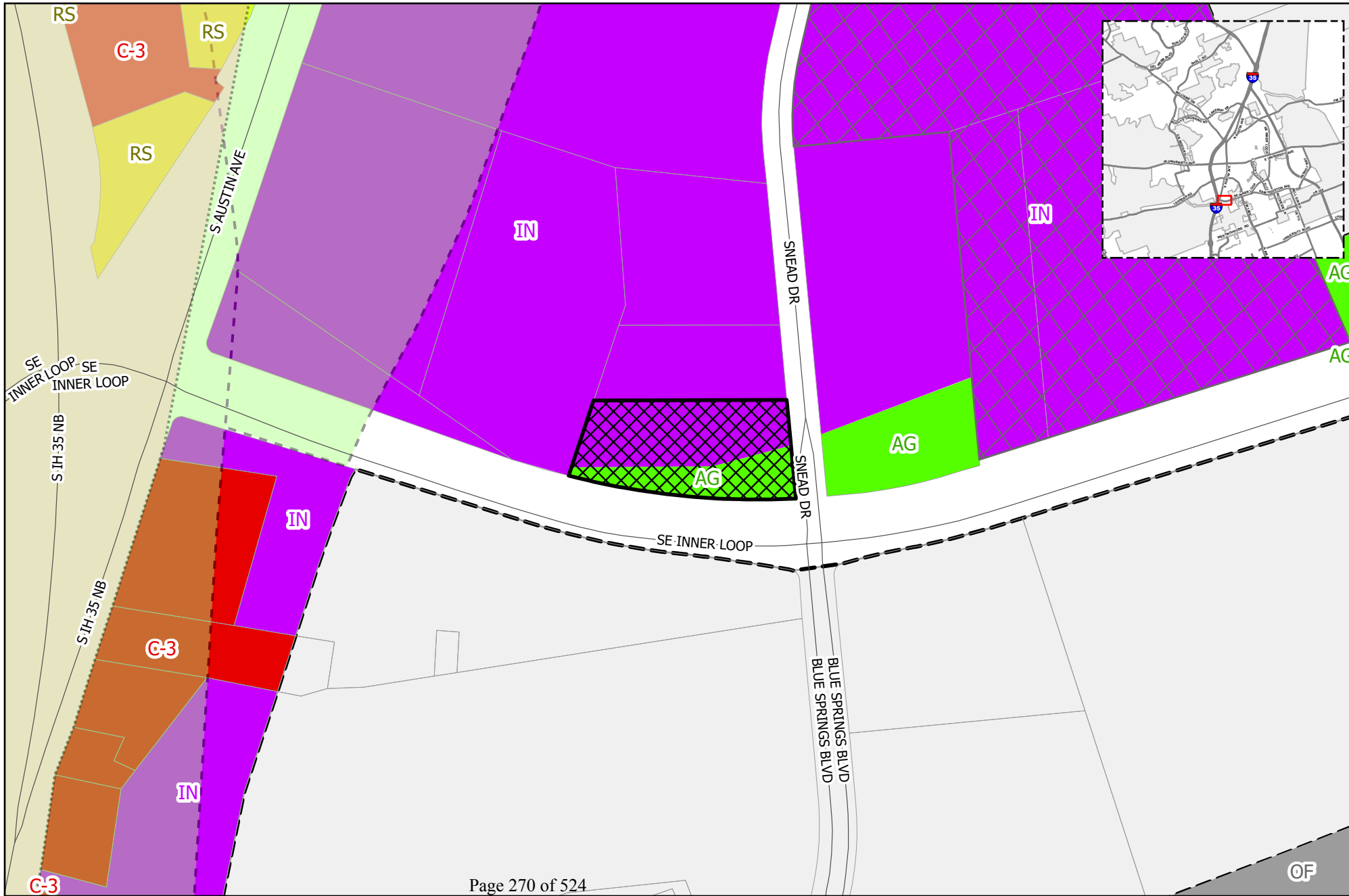


**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

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





ZONING

2020-11-REZ

Exhibit #3

- Site
 - PUD
 - City Limits
 - Courthouse View Overlay
 - Old Town Overlay
 - Historic Overlay
 - Downtown Overlay
 - SPO Overlay
 - Gateway Overlay
 - Parcels
 - Georgetown ETJ
- Zoning**
- AG - Agriculture
 - BP - Business Park
 - C-1 - Local Commercial
 - C-3 - General Commercial
 - CN - Neighborhood Commercial
 - IN - Industrial
 - MF-1 - Low-Density Multi-family
 - MF-2 - High-Density Multi-family
 - MH - Manufactured Housing
 - MU-DT - Mixed-Use Downtown
 - OF - Office
 - PF - Public Facility
 - RE - Residential Estate
 - RL - Residential Low-Density
 - RS - Residential Single-Family
 - TF - Two-Family
 - TH - Townhouse

0 150 300 Feet



General Commercial (C-3) District

District Development Standards		
Maximum Building Height = 60 feet	Side Setback = 10 feet	Bufferyard = 15 feet with plantings
Front Setback = 25 feet	Side Setback to Residential = 15 feet	adjacent to AG, RE, RL, RS, TF, MH,
(0 feet for build-to/downtown)	Rear Setback = 10 feet	MF-1, or MF-2 districts
	Rear Setback to Residential = 25 feet	
Specific Uses Allowed within the District		
Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Agricultural Sales	Activity Center (youth/senior)	Auto. Parts Sales (outdoor)
Artisan Studio/Gallery	Athletic Facility, Indoor or Outdoor	Auto. Repair & Service, General
Assisted Living	Bar/Tavern/Pub	Auto. Sales, Rental, Leasing
Automotive Parts Sales (indoor)	Business/Trade School	Bus Barn
Auto. Repair and Service, Limited	Church (with columbarium)	Cemetery, Columbaria, Mausoleum, or Memorial Park
Banking/Financial Services	College/University	Correctional Facility
Blood/Plasma Center	Commercial Recreation	Firing Range, Indoor
Car Wash	Community Center	Flea Market
Consumer Repair	Contractor Services, Limited	Fuel Sales with more than 10 multi-fuel dispensers
Dry Cleaning Service	Dance Hall/Night Club	Hospital, Psychiatric
Emergency Services Station	Data Center	Lumber Yard
Event Catering/Equipment Rental	Day Care (group/commercial)	Major Event Entertainment
Farmer's Market	Driving Range	Manufactured Housing Sales
Fitness Center	Event Facility	Meat Market
Food Catering Services	Fuel Sales	Multifamily Attached
Funeral Home	Heliport	Recreational Vehicle Sales, Rental,
General Retail	Kennel	Self-Storage (indoor or outdoor)
General Office	Live Music/Entertainment	Substance Abuse Treatment Facility
Government/Postal Office	Micro Brewery/Winery	Transient Service Facility
Home Health Care Services	Neighborhood Amenity Center	Wireless Transmission Facility (41'+)
Hospital	Office/Showroom	
Hotel/Inn/Motel (incl. extended stay)	Office/Warehouse	
Integrated Office Center	Park (neighborhood/regional)	
Landscape/Garden Sales	Pest Control/Janitorial Services	
Laundromat	School (Elementary, Middle, High)	
Library/Museum	Upper-story Residential	
Medical Diagnostic Center	Wireless Transmission Facility (<41')	
Medical Office/Clinic/Complex		
Membership Club/Lodge		
Nature Preserve/Community Garden		
Nursing/Convalescent/Hospice		
Parking Lot (commercial/park-n-ride)		
Personal Services (inc. Restricted)		
Printing/Mailing/Copying Services		
Private Transport Dispatch Facility		
Restaurant (general/drive-through)		
Small Engine Repair		
Social Service Facility		
Surgery/Post Surgery Recovery		
Theater (movie/live)		
Transit Passenger Terminal		
	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)

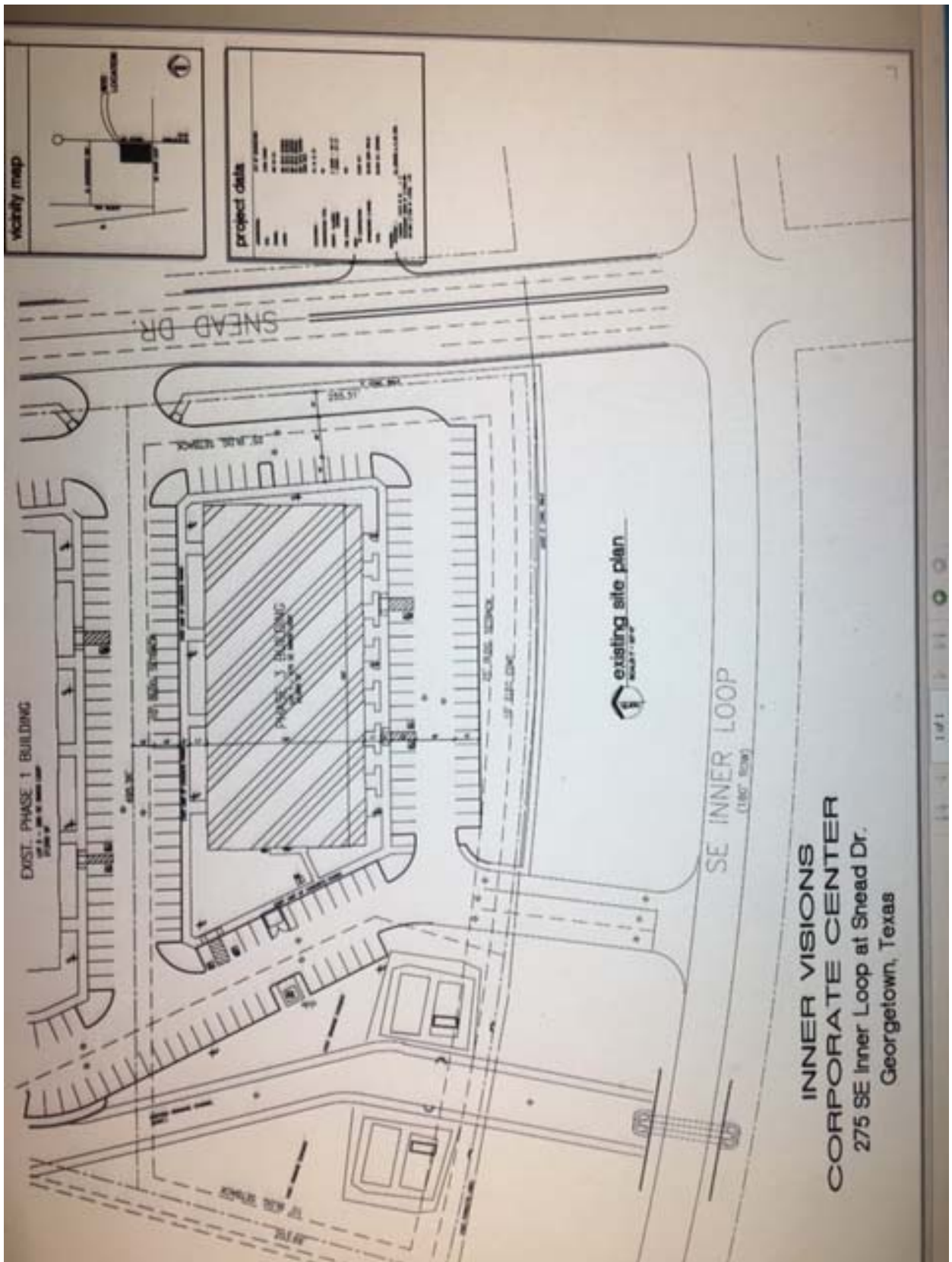
The 2030 Plan indicates the proposed long range use as an employment center.



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,

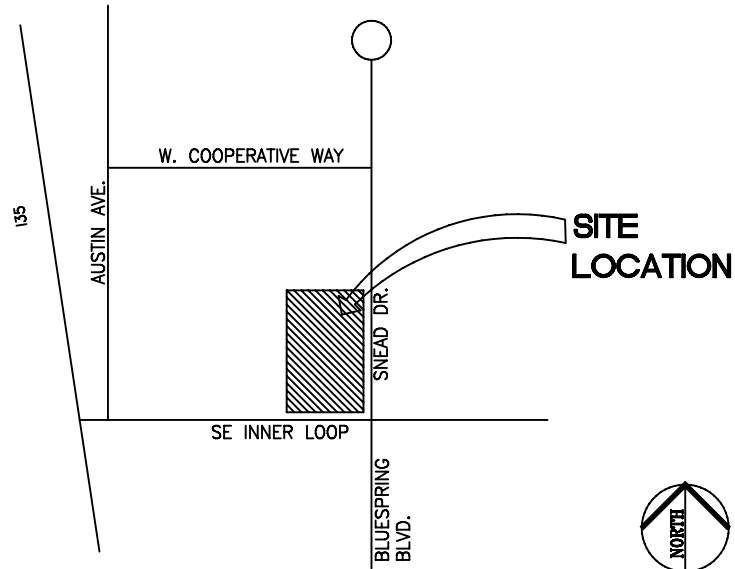
Ken Horak

Ken Horak, Member

Exhibits: A – Enlarged Vicinity Map & Project Data

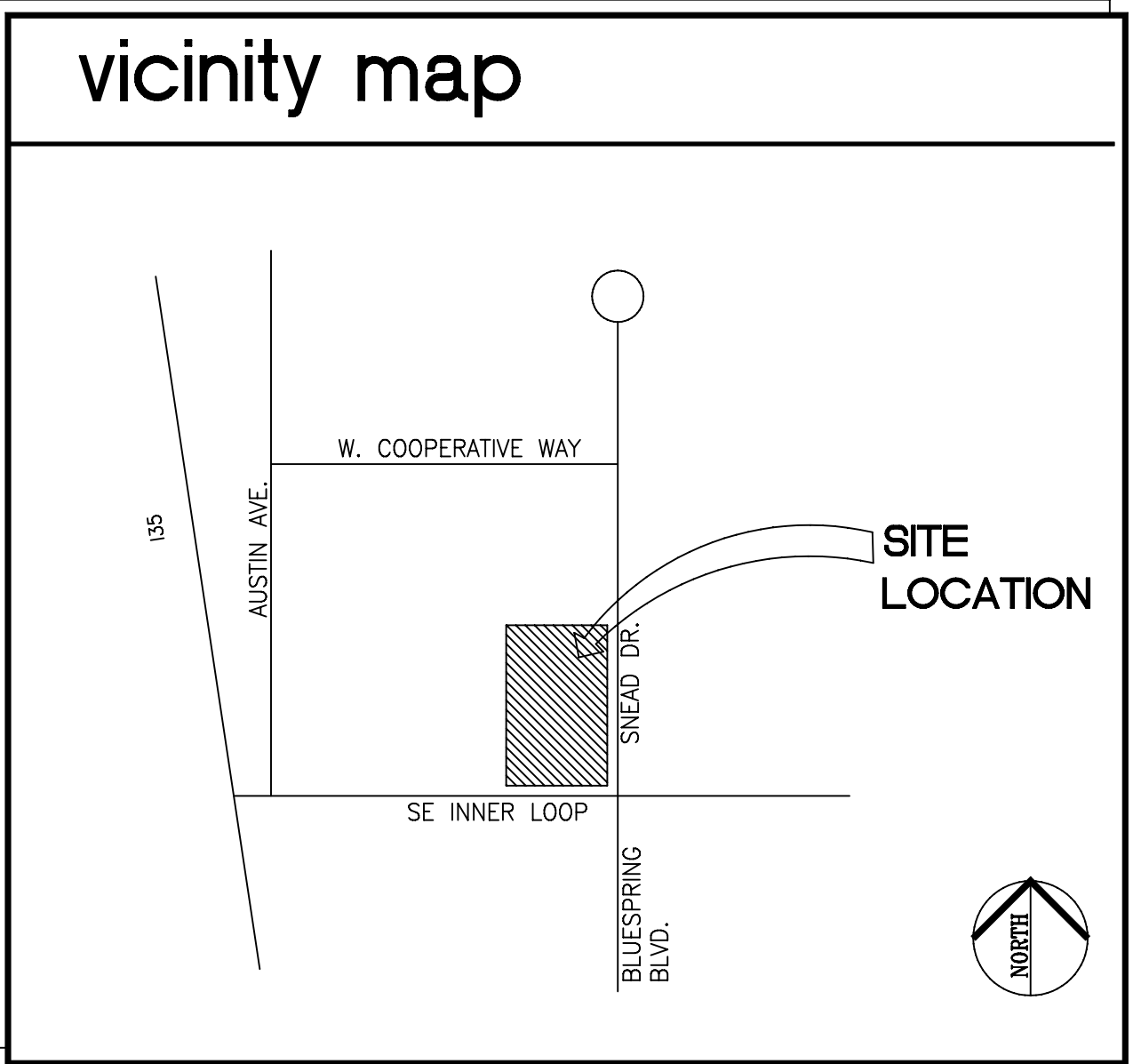
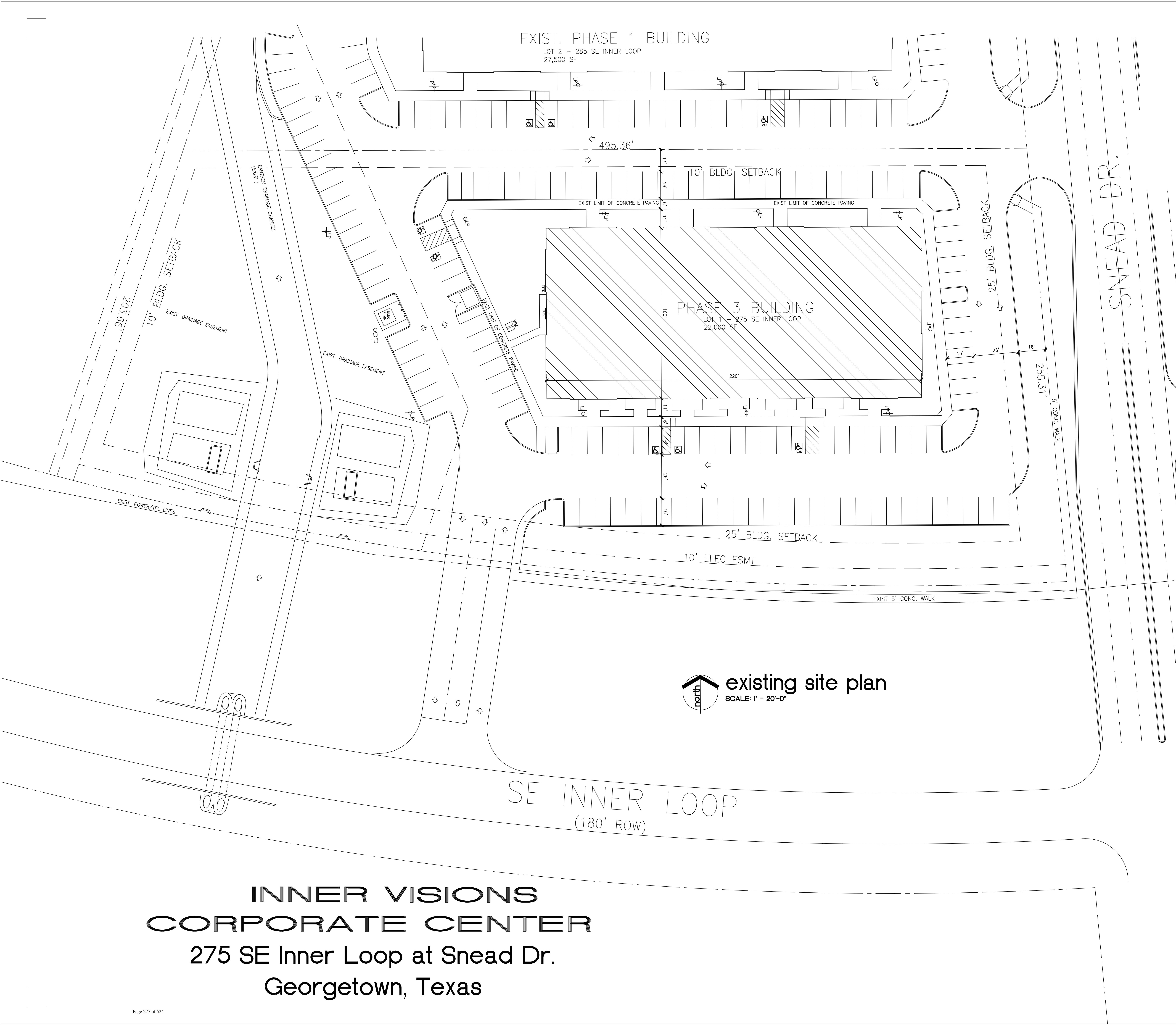
B – Enlarged Site Plan

vicinity map



project data

JURISTRICTION:	CITY OF GEORGETOWN
SITE:	2.985 ACRES
ZONING:	IND TO C3
CODES:	IBC 2012 EDITION IPC 2012 EDITION IMC 2012 EDITION IFC 2012 EDITION NEC 2015 EDITION 2000 IECC
OCCUPANCY:	A2, M, B, S1
CONSTRUCTION TYPE:	VN
HEIGHT:	ALLOWED 2 STORY - 40'-0"
EXISTING	1 STORY - 27'-0"
FIRE SPRINKLER:	YES
AREA:	
VN CONSTRUCTION	9,000 S.F.
SPRINKLERED (+300%)	36,000 (SEC 506.3)
TOTAL	22,000 S.F. (GROSS)
PARKING:	
PROVIDED -	121 SPACES + 5 HC SPA.
COMMON (1672 @ 0)	= 0
RESTAURANT (8000 @ 1/100)	= 80
OFF/RET (11328 @ 1/250)	= 46



project data

JURISDICTION:	CITY OF GEORGETOWN
SITE:	2.985 ACRES
ZONING:	IND TO C3
CODES:	IBC 2012 EDITION IPC 2012 EDITION IFC 2012 EDITION NEC 2015 EDITION 2000 ECC
OCCUPANCY:	A2, M, B, S1
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HEIGHT:	ALLOWED - 40'-0" EXISTING - 27'-0"
FIRE SPRINKLER:	YES
AREA:	VN CONSTRUCTION - 9,000 S.F.
SPRINKLERED (+300%)	36,000 (SEC 506.3)
TOTAL	22,000 S.F. (GROSS)
PARKING:	121 SPACES + 5 HC SPA.
PROVIDED -	
COMMON (1672 @ 0)	= 0
RESTAURANT (8000 @ 1/100)=80	
OFF/RET (11328 @ 1/250)=46	

**INNER VISIONS
CORPORATE CENTER**
275 SE Inner Loop at Sneed Dr.
Georgetown, Texas

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.

Ordinance Number: _____

Page 1 of 2

Description: 275 SE Inner Loop

Case File Number: 2020-11-REZ

Date Approved: October 27, 2020

Exhibit A Attached

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

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

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 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
Mayor

Robyn Densmore,
City Secretary

APPROVED AS TO FORM:

Skye Masson
City Attorney

Ordinance Number: _____

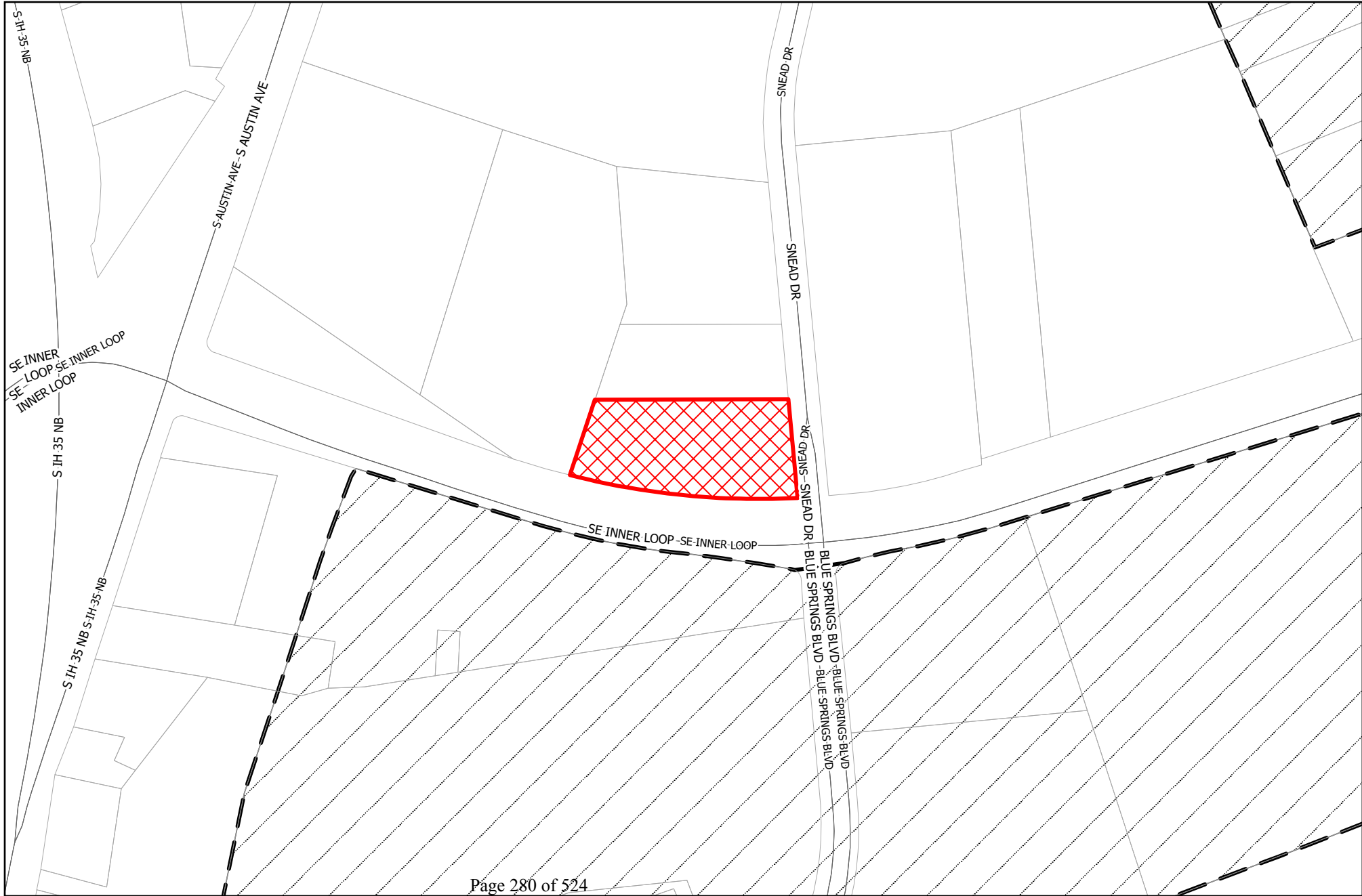
Description: 275 SE Inner Loop

Date Approved: October 27, 2020

Page 2 of 2

Case File Number: 2020-11-REZ

Exhibit A Attached

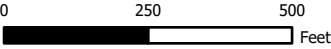


LOCATION

2020-11-REZ

Exhibit #A

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



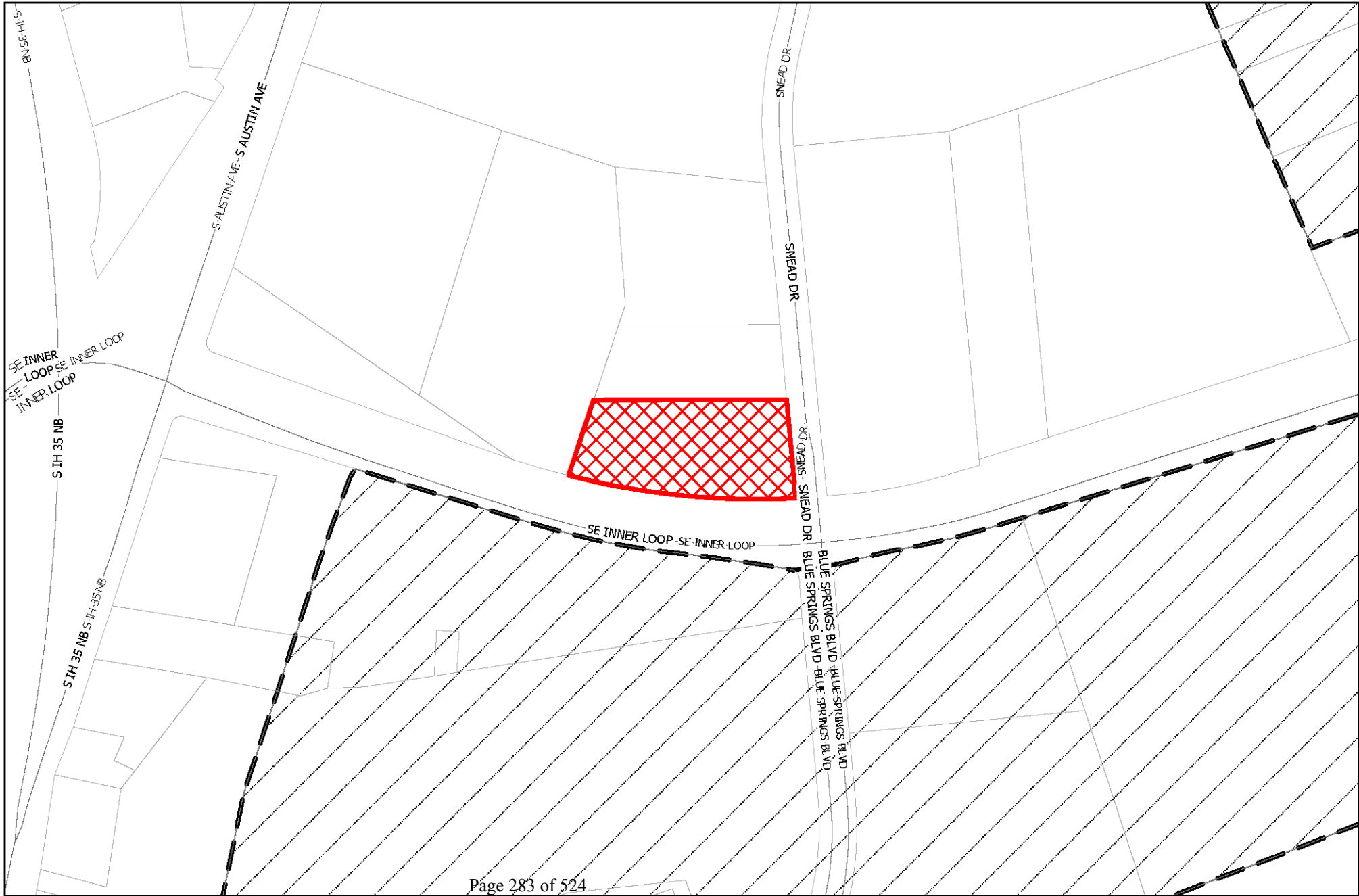
275 SE Inner Loop 2020-11-REZ

City Council First Reading
October 13, 2020

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



LOCATION

2020-11-REZ

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ

N



0 250 500 Feet

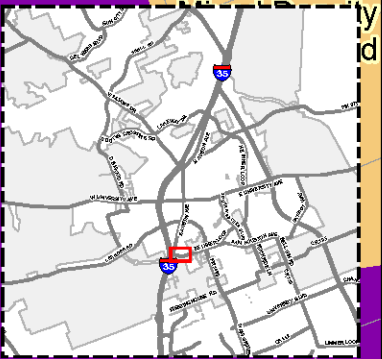
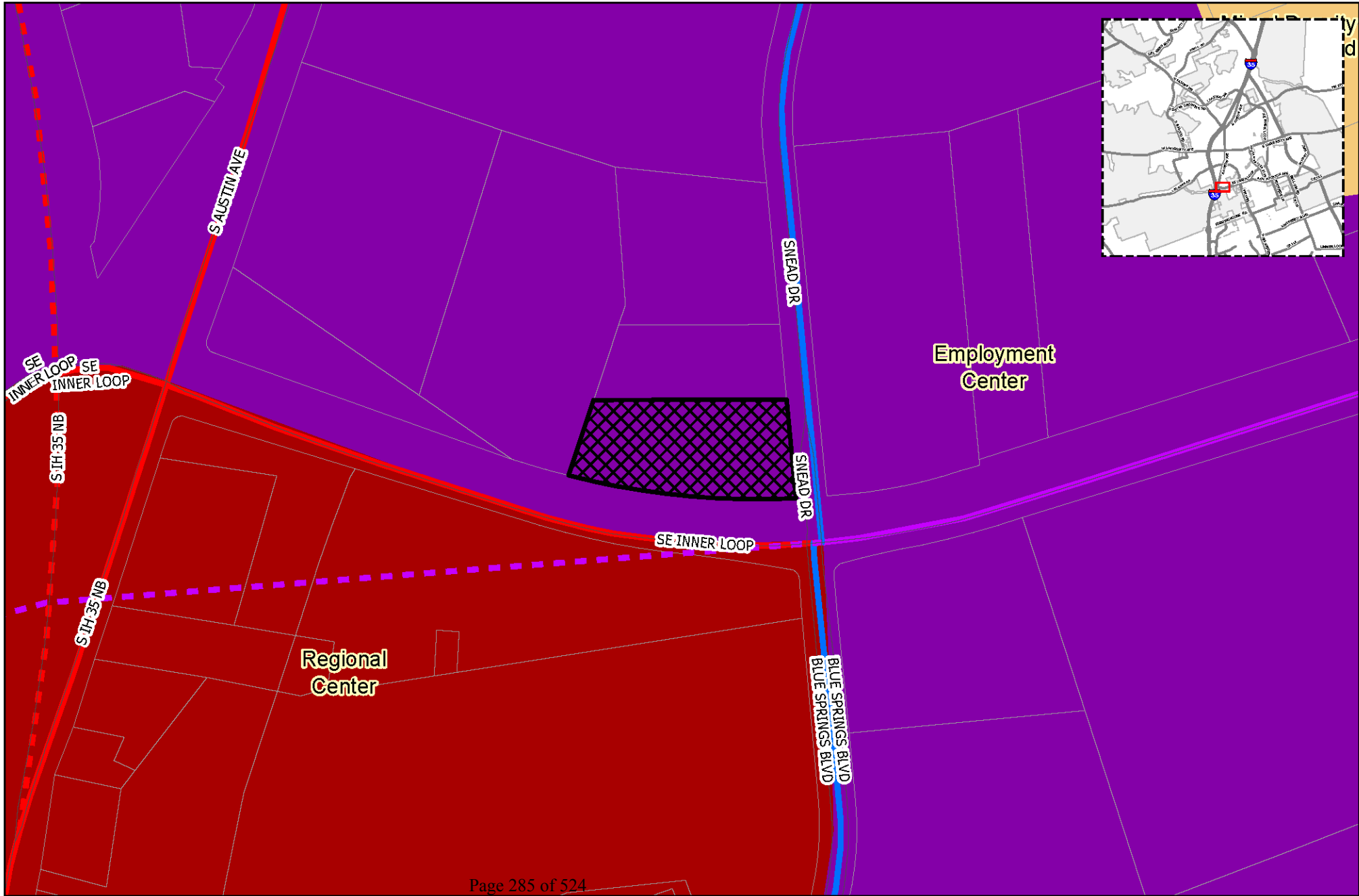


AERIAL

2020-11-REZ

-  Site
-  City Limits
-  Georgetown ETJ

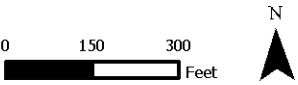




**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

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



Employment Center (EC)

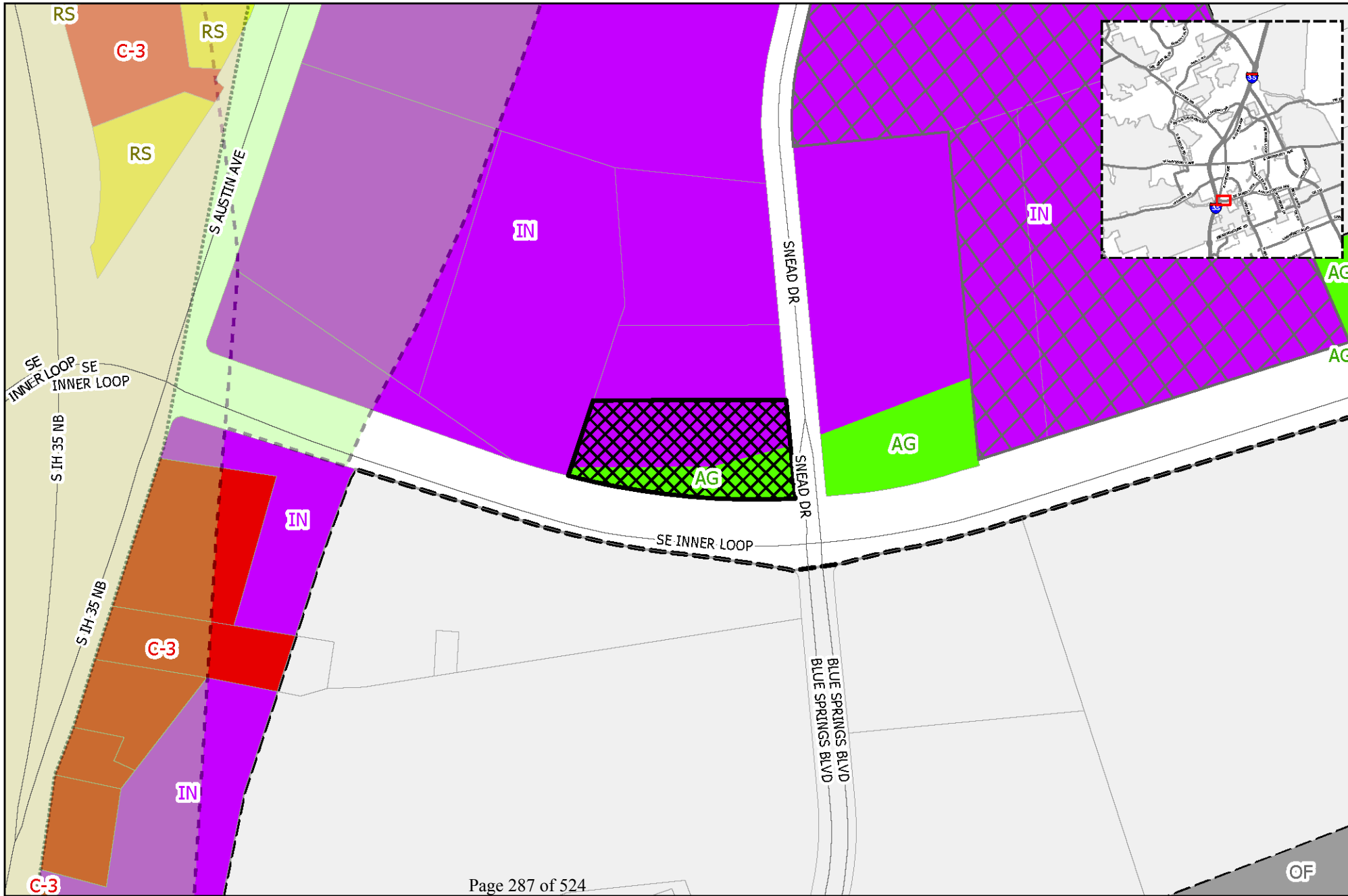
- Employment-generating uses that support heightened economic activity through quality architectural design
- Transition areas between more intensely developed industrial uses and residential neighborhoods
- Use of buffering and/or performance-based development standards to protect adjacent uses from 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

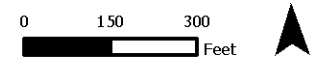


ZONING

2020-11-REZ

Exhibit #3

- Site
 - PUD
 - City Limits
 - Courthouse View Overlay
 - Old Town Overlay
 - Historic Overlay
 - Downtown Overlay
 - SPO Overlay
 - Gateway Overlay
 - Parcels
 - Georgetown ETJ
- Zoning
- AG - Agriculture
 - BP - Business Park
 - C-1 - Local Commercial
 - C-3 - General Commercial
 - CN - Neighborhood Commercial
 - IN - Industrial
 - MF-1 - Low-Density Multi-family
 - MF-2 - High-Density Multi-family
 - MH - Manufactured Housing
 - MU-DT - Mixed-Use Downtown
 - OF - Office
 - PF - Public Facility
 - RE - Residential Estate
 - RL - Residential Low-Density
 - RS - Residential Single-Family
 - TF - Two-Family
 - TH - Townhouse



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)

Permitted by Right

Agricultural Sales	Integrated Office Center
Artisan Studio/Gallery	Landscape/Garden Sales
Assisted Living	Laundromat
Automotive Parts Sales (indoor)	Library/Museum
Auto. Repair and Service, Limited	Medical Diagnostic Center
Banking/Financial Services	Medical Office/Clinic/Complex
Blood/Plasma Center	Membership Club/Lodge
Car Wash	Nature Preserve/Community Garden
Consumer Repair	Nursing/Convalescent/Hospice
Dry Cleaning Service	Parking Lot (commercial/park-n-ride)
Emergency Services Station	Personal Services (including restricted)
Event Catering/Equipment Rental	Printing/Mailing/Copying Services
Farmer's Market	Private Transport Dispatch Facility
Fitness Center	Restaurant (general/drive-through)
Food Catering Services	Small Engine Repair
Funeral Home	Social Service Facility
General Retail	Surgery/Post Surgery Recovery
General Office	Theater (movie/live)
Government/Postal Office	Transit Passenger Terminal
Home Health Care Services	Urgent Care Facility
Hospital	Utilities (minor/intermediate/major)
Hotel/Inn/Motel (incl. extended stay)	Veterinary Clinic (indoor only)

Permitted with Limitations

Activity Center (youth/senior)
Athletic Facility, Indoor or Outdoor
Bar/Tavern/Pub
Business/Trade School
Church (with columbarium)
College/University
Commercial Recreation
Community Center
Dance Hall/Night Club
Data Center
Day Care (group/commercial)
Driving Range
Event Facility
Fuel Sales
Heliport
Kennel
Live Music/Entertainment
Micro Brewery/Winery
Neighborhood Amenity Center
Park (neighborhood/regional)
Pest Control/Janitorial Services
School (elementary, middle, high)
Upper-story Residential
Wireless Transmission Facility (<41')

Permitted with a SUP

Auto. Parts Sales (outdoor)
Auto. Repair & Service, General
Auto. Sales, Rental, Leasing
Bus Barn
Cemetery/Columbaria/Mausoleum/Memorial Park
Correctional Facility
Firing Range, Indoor
Flea Market
Hospital, Psychiatric
Lumber Yard
Major Event Entertainment
Manufactured Housing Sales
Meat Market
Multifamily Attached
Recreational Vehicle Sales, Rental, Service
Self-Storage (indoor or outdoor)
Substance Abuse Treatment Facility
Transient Service Facility
Wireless Transmission Facility (41'+)

Approval Criteria – UDC Section 3.06.030

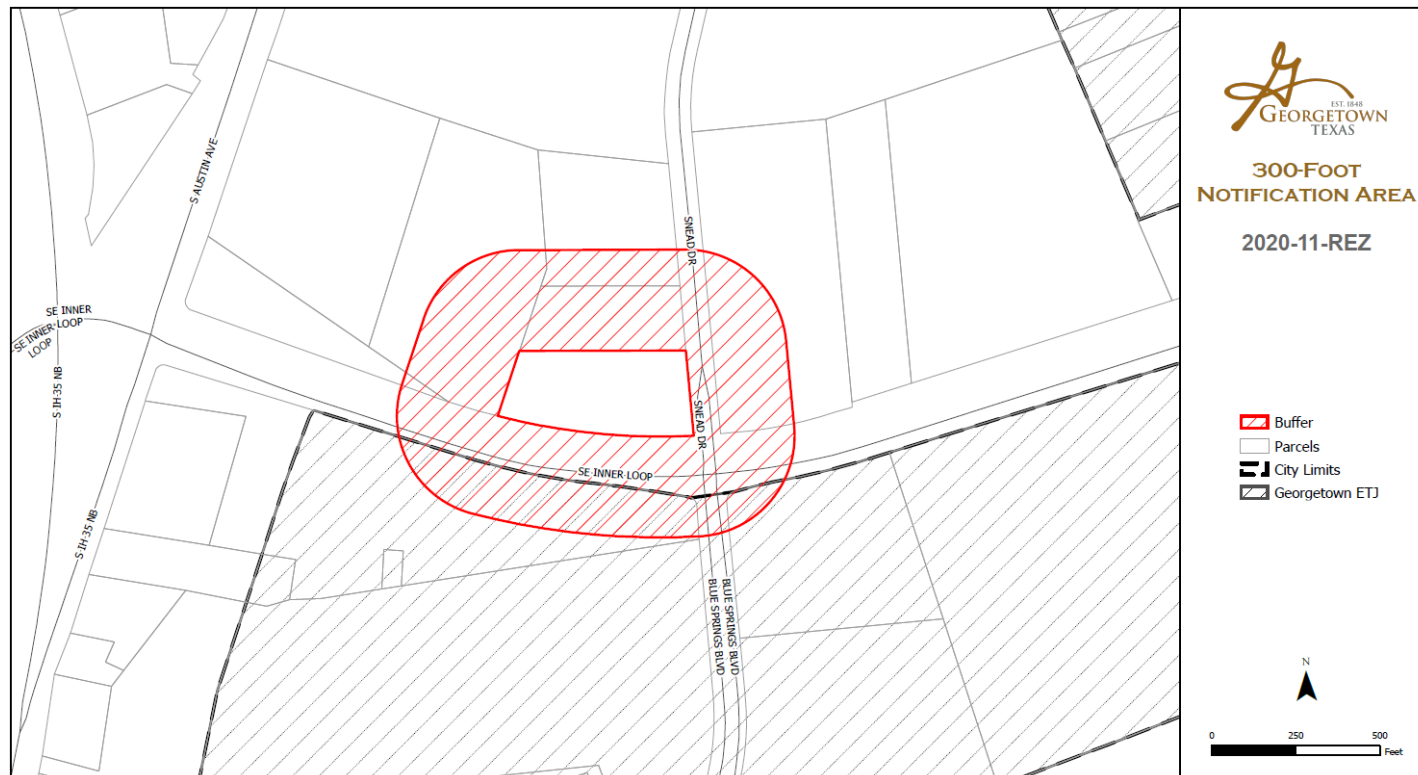
Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;	X		
The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;	X		

Approval Criteria – UDC Section 3.06.030

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and	X		
The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	X		

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



LOCATION

2020-14-REZ

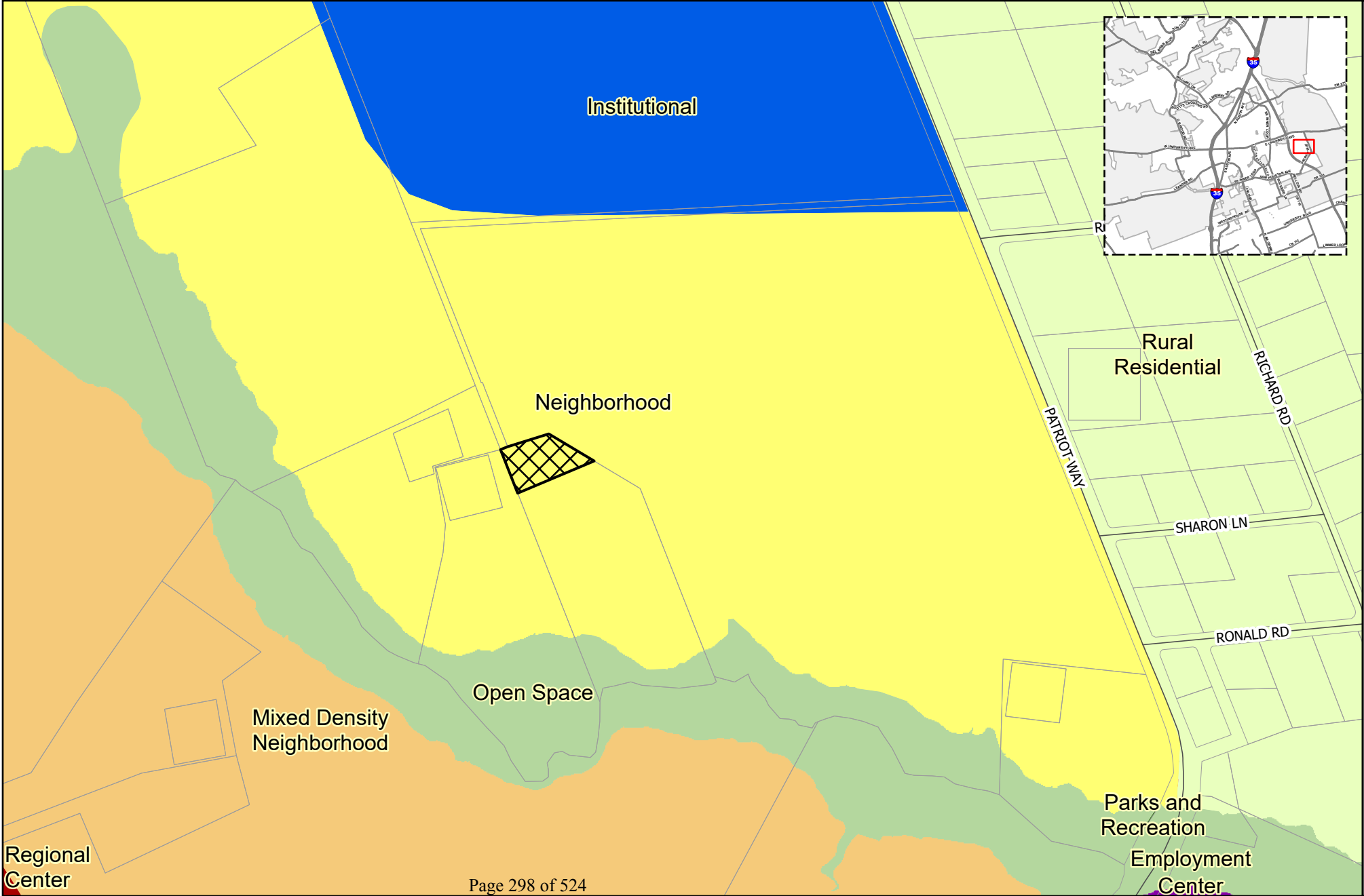
Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ

N



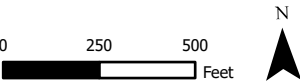
0 250 500 Feet



**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

2020-14-REZ
Exhibit #2

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 - Proposed Rail



Regional
Center

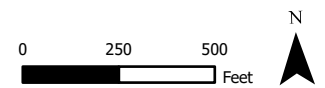


ZONING

2020-14-REZ

Exhibit #3

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 - OF - Office
 - PF - Public Facility
 - RE - Residential Estate
 - RL - Residential Low-Density
 - RS - Residential Single-Family
 - TF - Two-Family
 - TH - Townhouse



Manufactured Housing (MH)

District Development Standards

Minimum Lot Size = 3,500 square feet/unit	Front Setback = 20 feet (public street), 15 feet (private drive)	Bufferyard = 15 feet with plantings when non-residential develops; adjacent to residential
Minimum Lot Width = 35 feet	Interior Side Setback = 5.5 feet; 20 feet between buildings; 20 feet from zoning district line	
Minimum lot depth = 110 feet	Exterior Side Setback = 25 feet (public street); 15 feet (private drive)	
Minimum dwelling size= 900 feet	Rear Setback = 7 feet, 20 feet from zoning district line	
Minimum area for manufactured housing subdivision (1 unit:1 lot) = 5,500 feet	Street Facing Garage Setback = 25 feet	
Minimum Area for Manufactured Housing Park = 2 acres		

Specific Uses Allowed within the District

Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Manufactured Housing Manufactured Housing Park Utility Services, Minor	Home-Based Businesses Day-Care, Family Home Day-Care, Group Neighborhood Amenity, Activity, or Public Park, Neighborhood Utility Services, Intermediate Wireless Transmission Facility, 40' or less	Halfway House



Planning Staff
Georgetown Planning Department
406 W. 8th Street
Re: Rezoning

August 15, 2020

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 17 day of August, 2020

Signature: Don J. Paul

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

Sworn and Subscribed before me by _____ on this ____ day of _____

In the year of _____, to certify which witness my hand and seal of office.

Notary Public in and for the State of Texas

My commission expires on: _____



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 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: Geary Meixsell Jennifer Meixsell
(Signature required for protest)

Address of Respondent: 601 Patriot Way, Georgetown, TX 78626
(Address required for protest)

I am in FAVOR: _____ W/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 Rockne 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 will 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?



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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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 TX 78626
(Address required for protest)

I am in FAVOR: X For Home I OBJECT: _____

Additional Comments:

If this is for one house. The letter states Manufactured Housing. 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.





CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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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
(Please print name)

Signature of Respondent: Wayne 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.





CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 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)

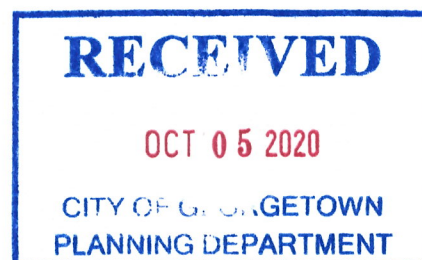
Signature of Respondent: Sam Gattis
(Signature required for protest)

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

Report Date: October 2, 2020
Case No: 2020-14-REZ
Project Planner: Nat Waggoner, PMP, AICP, Long Range Planning Manager

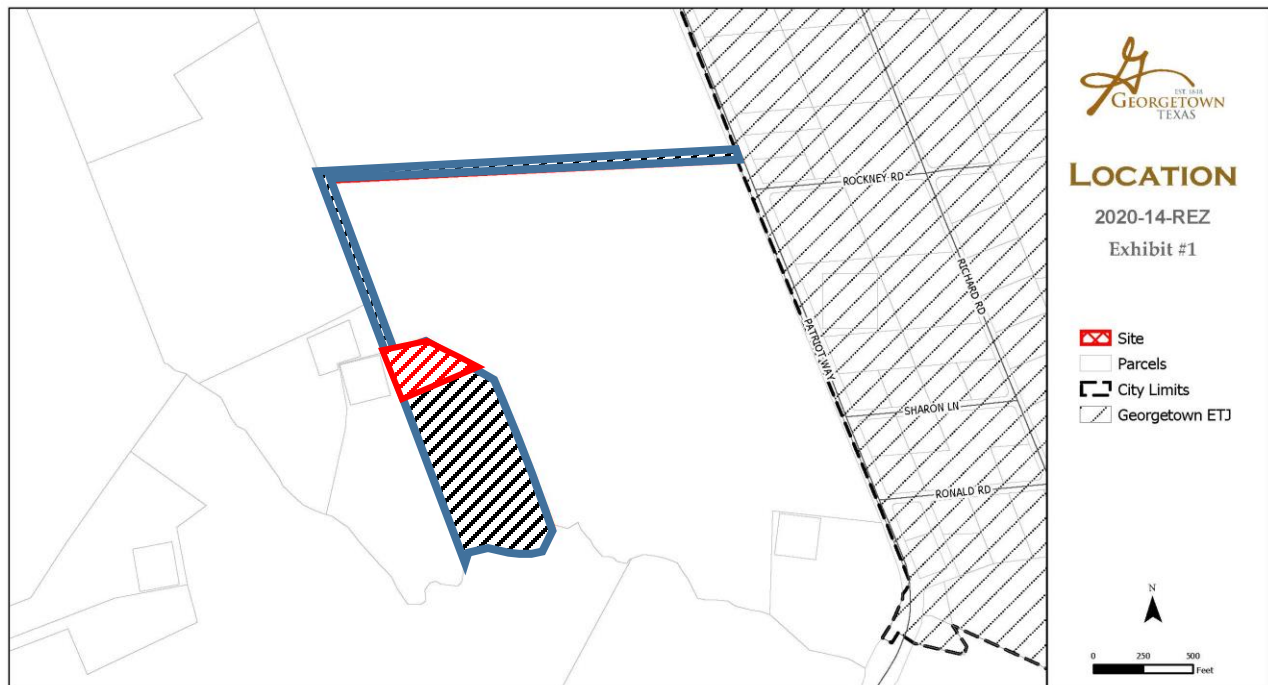
Item Details

Project Name: Gattis Homestead Zoning Map Amendment
Project Location: 4270 E. University, within City Council district No. 7.
Total Acreage: 1.0 acre
Legal Description: 1.00 acre of land, situated in the Woodruff Stubblefield Survey, Abstract No. 556

Applicant: 2P Consultants, LLC, c/o Don Pool
Representative: 2P Consultants, LLC, c/o Don Pool
Property Owner: Samuel Gattis

Request: Zoning Map Amendment to rezone the subject property from the **Agriculture (AG) zoning district** to **Manufactured Housing (MH) zoning district**.

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



Planning Department Staff Report

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:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	Agriculture (AG)	Institutional (I)	Residential/AG
East	Agriculture (AG)	Rural Residential (RR)	Residential/AG
South	Agriculture (AG)	Open Space and Mixed Density Neighborhood (MXDN)	Residential/AG
West	Agriculture (AG)	Open Space (OS) and Neighborhood (NH)	Residential/AG



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.

DUA: ≤ 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

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.

Planning Department Staff Report

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:

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	Complies
An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	Partially Complies
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 1/10 th 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.	
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	

Planning Department Staff Report

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
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.	Complies
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.	Complies
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.	Complies
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

2020-14-REZ

Planning Department Staff Report

Exhibit 5 – Letter of Intent

Exhibit 6 – Public Comment

ORDINANCE NO. _____

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: _____

Page 1 of 2

Description: 4270 University Ave (1-Acre)

Case File Number: 2020-14-REZ

Date Approved: 10/27/2020

Exhibits A-B Attached

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

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

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 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
Mayor

Robyn Densmore,
City Secretary

APPROVED AS TO FORM:

Skye Masson
City Attorney

Ordinance Number: _____

Description: 4270 University Ave (1-Acre)

Date Approved: 10/27/2020

Page 2 of 2

Case File Number: 2020-14-REZ

Exhibits A-B Attached

EXHIBIT FOR
Samuel Wayne Gattis
1.00 ACRES

Part of 11.57 Acres
Document No. 2019078841

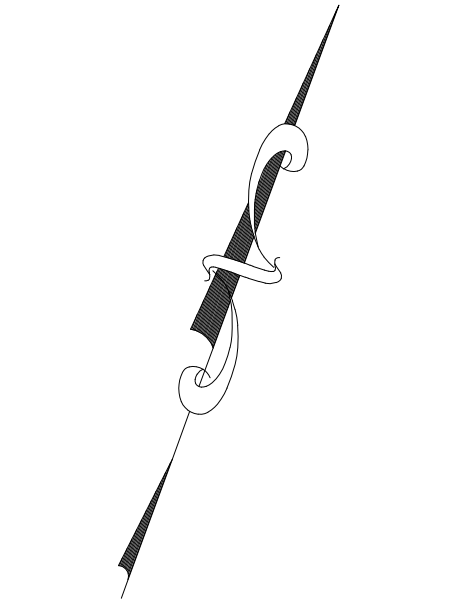
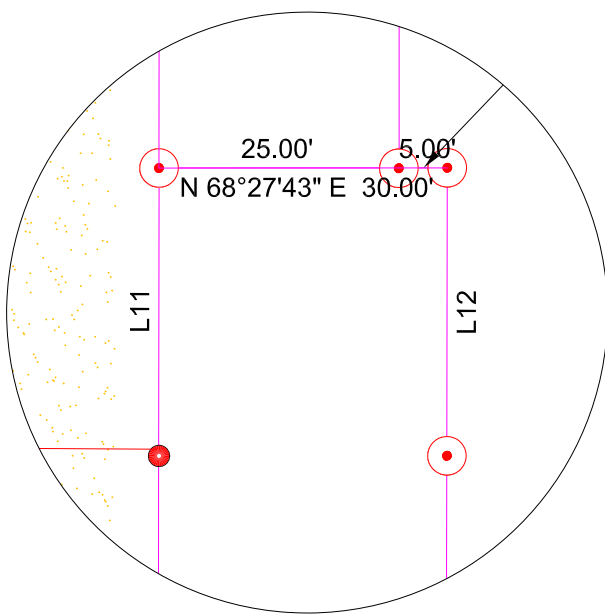
Situated in the Woodruff Stubblefield Survey A-556
in Williamson County, Texas

LEGEND

- 1/2" IRON PIN FOUND (STEEL PIN)
- CAPPED IRON PIN SET MARKED "FOREST 1847"
- CAPPED IRON PIN FOUND MARKED "FOREST 1847"
- CAPPED IRON PIN FOUND MARKED
- TELEPHONE PEDESTAL
- ELECTRIC POWER POLE
- TELEPHONE POLE
- GUY WIRE
- BENCHMARK MONUMENT (COTTON SPINDLE SET)
- WATER WELL
- OVERHEAD ELECTRIC
- TELEPHONE LINE
- EXISTING FENCE (approximate location)
- TRACT LINES
- BOUNDARY LINES

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
D.R.W.C.T. Deed Records of Williamson County, Texas

DETAIL "A" SCALE: 1" = 20'



0 200 400 Feet

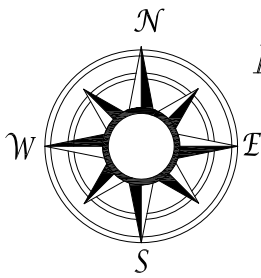
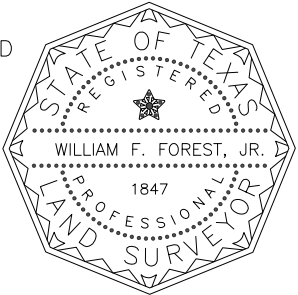
SCALE: 1" = 100'

Note:
The bearing basis for this survey is the
State Plane Coordinate System,
NAD83, Texas Central Zone, (4203),
GEOID: 12A
Datum: NAVD88,
CONVERGENCE: 1'23'53.53"

WOODRUFF STUBBLEFIELD SURVEY A-556

Parcel Line Table		
Line #	Direction	Length
L11	N21° 27' 54"W	30.00
L12	S21° 27' 54"E	30.00
L13	S61° 09' 28"W	20.32
L14	S83° 23' 11"W	125.42
L15	N85° 35' 29"W	144.26
L16	N72° 31' 37"W	44.34
L17	S75° 35' 58"W	62.90
L18	S78° 54' 45"W	47.19
L19	S12° 27' 13"W	52.46
L21	S21° 27' 54"E	234.98
L22	N72° 37' 30"E	165.16
L23	N21° 27' 54"W	234.95
L24	S21° 47' 48"E	26.42
L25	N68° 27' 43"E	5.00
L26	N68° 30' 38"E	30.00

STANDARD SURVEY NOTE:
THIS SURVEY HAS BEEN COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACTED
TITLE. A CURRENT TITLE COMMITMENT HAS NOT BEEN PROVIDED TO IDENTIFY
ADDITIONAL RECORD EASEMENTS WHICH MAY BE APPLICABLE. RESTRICTIVE
COVENANTS AND OTHER MATTERS HAVE NOT BEEN RESEARCHED AS A PART
OF THIS SURVEY. SEE APPLICABLE RESTRICTIVE COVENANTS AND LOCAL CODES
FOR APPLICABLE DEVELOPMENT LIMITATIONS. NOTHING IN THIS SURVEY IS
INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.



FOREST SURVEYING AND MAPPING CO.
T.B.P.L.S Firm # 10002000
1002 Ash St.
Georgetown, TX, 78626

DESCRIPTION FOR: SAMUEL WAYNE GATTIS

1.00 Acre

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,

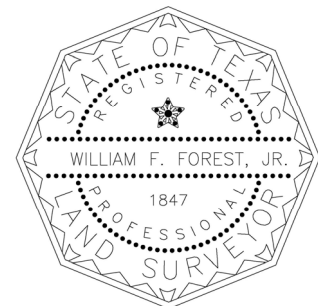
THENCE, with the common line of said 11.587 acre tract and said 10.75 acre tract, N 21°31'24" W, 175.81 feet, to the POINT OF BEGINNING, containing 1.000 acre, more or less.

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



4270 E. University 2020-14-REZ

City Council
10/13/2020

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)

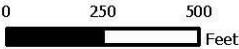


LOCATION

2020-14-REZ

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ





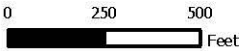
Eastview High School



AERIAL

2020-14-REZ

- Site
- City Limits
- Georgetown ETJ

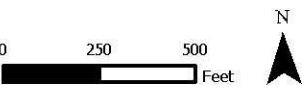




**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

**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



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.

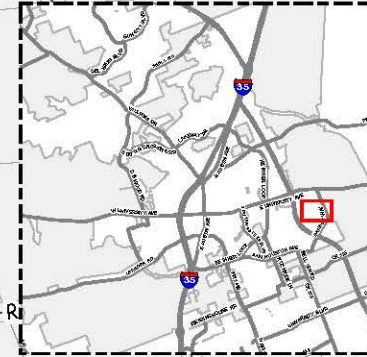
DUA: ≤ 5.0

Target Ratio: 90% residential, 10% nonresidential

Primary Use: Traditional detached single-family homes

Secondary Uses: Limited neighborhood-serving retail, office, institutional, and civic uses

Eastview High School

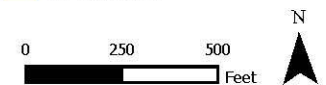


ZONING

2020-14-REZ

Exhibit #3

- Site
 - PUD
 - City Limits
 - Courthouse View Overlay
 - Old Town Overlay
 - Historic Overlay
 - Downtown Overlay
 - SPO Overlay
 - Gateway Overlay
 - Parcels
 - Georgetown ETJ
- Zoning**
- AG - Agriculture
 - BP - Business Park
 - C-1 - Local Commercial
 - C-3 - General Commercial
 - CN - Neighborhood Commercial
 - IN - Industrial
 - MF-1 - Low-Density Multi-family
 - MF-2 - High-Density Multi-family
 - MH - Manufactured Housing
 - MU-DT - Mixed-Use Downtown
 - OF - Office
 - PF - Public Facility
 - RE - Residential Estate
 - RL - Residential Low-Density
 - RS - Residential Single-Family
 - TF - Two-Family
 - TH - Townhouse



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

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;		X	
The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;	X		

Approval Criteria – UDC Section 3.06.030

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and	X		
The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	X		

Planning & 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.

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

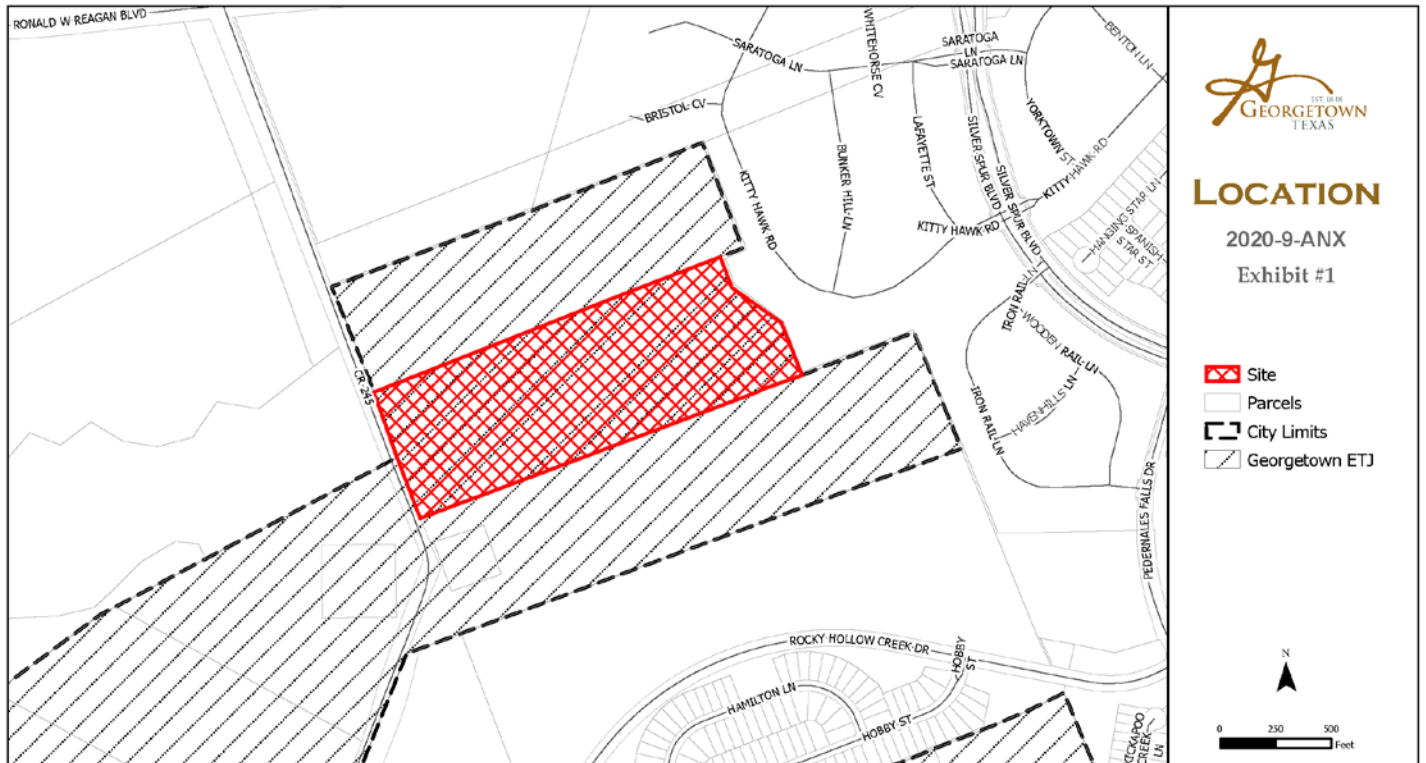
Item Details

Project Name: Sun City, RV Tract Planned Unit Development (PUD)
Project Location: 700 County Road 245, adjacent to City Council district No. 3.
Total Acreage: 25.435 acres
Legal Description: Sun City Georgetown Neighborhood Ten-E Subdivision, the same being, 25.435 acres in the Frederick Foy Survey, Abstract No. 229

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.



Planning Department Staff Report

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:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	ETJ	Mixed Density Neighborhood	Rural Residential
East	Residential Single Family (RS)	Mixed Density Neighborhood/Open Space	Single-Family Residential
South	ETJ	Neighborhood	Rural Residential
West	Residential Single Family (RS)/ETJ	Mixed Density Neighborhood	Single-Family Residential



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.

Mixed Density Neighborhood (MDN)

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

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

Planning Department Staff Report

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

Planning Department Staff Report

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.

	RESIDENTIAL USES	
	DETACHED	ATTACHED Townhome
Impervious Cover* (maximum)	65%	75%
Lot Width** (minimum)	40 ft.	20 ft.
Front Setback (minimum)	20 ft.	20 ft.
Side Setback (minimum)	6 ft.	0 ft.***
Corner Setback (minimum)	15 ft.	10 ft.
Rear Setback**** (minimum)	20 ft.	10 ft.
Building Height (maximum)	35 ft.	45 ft.
Lot Area (minimum)	4,800 s.f.	2,000 s.f.
Units per structure (max.)	--	Townhome: 6

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:

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	Complies
An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	Complies
The 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.	
3. The zoning change promotes the health, safety or general welfare of the	Complies

Planning Department Staff Report

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
City and the safe orderly, and healthful development of the City.	
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.	Complies
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.	Complies
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:

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
1. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.	Complies
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.	
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	

Planning Department Staff Report

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
circulation with the main body of Sun City. Without this golf cart connection Sun City residents would need to exit Sun City and drive up CR 245 to access this facility.	
4. The provisions of cultural or recreational facilities for all segments of the community.	Partially Complies
The proposed PUD is intended to be an extension of the Sun City Texas master planned community. The amenities in Sun City are not open to public but are open to all residents of the neighborhood. The amenity center permitted by this PUD would provide additional amenities and recreational opportunities for the entire Sun City Texas community.	
5. The location of general building envelopes to take maximum advantage of the natural and manmade environment.	Complies
The concept plan addresses the presence of Cowan Creek and its floodplain by designating the area adjacent to it as a part of the amenity center site. The open space amenities from the amenity center complement the flood prone area and serve as a buffer.	
6. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	Complies
The applicant intends to follow all UDC provisions related to the logical progression and timing of phased projects.	

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

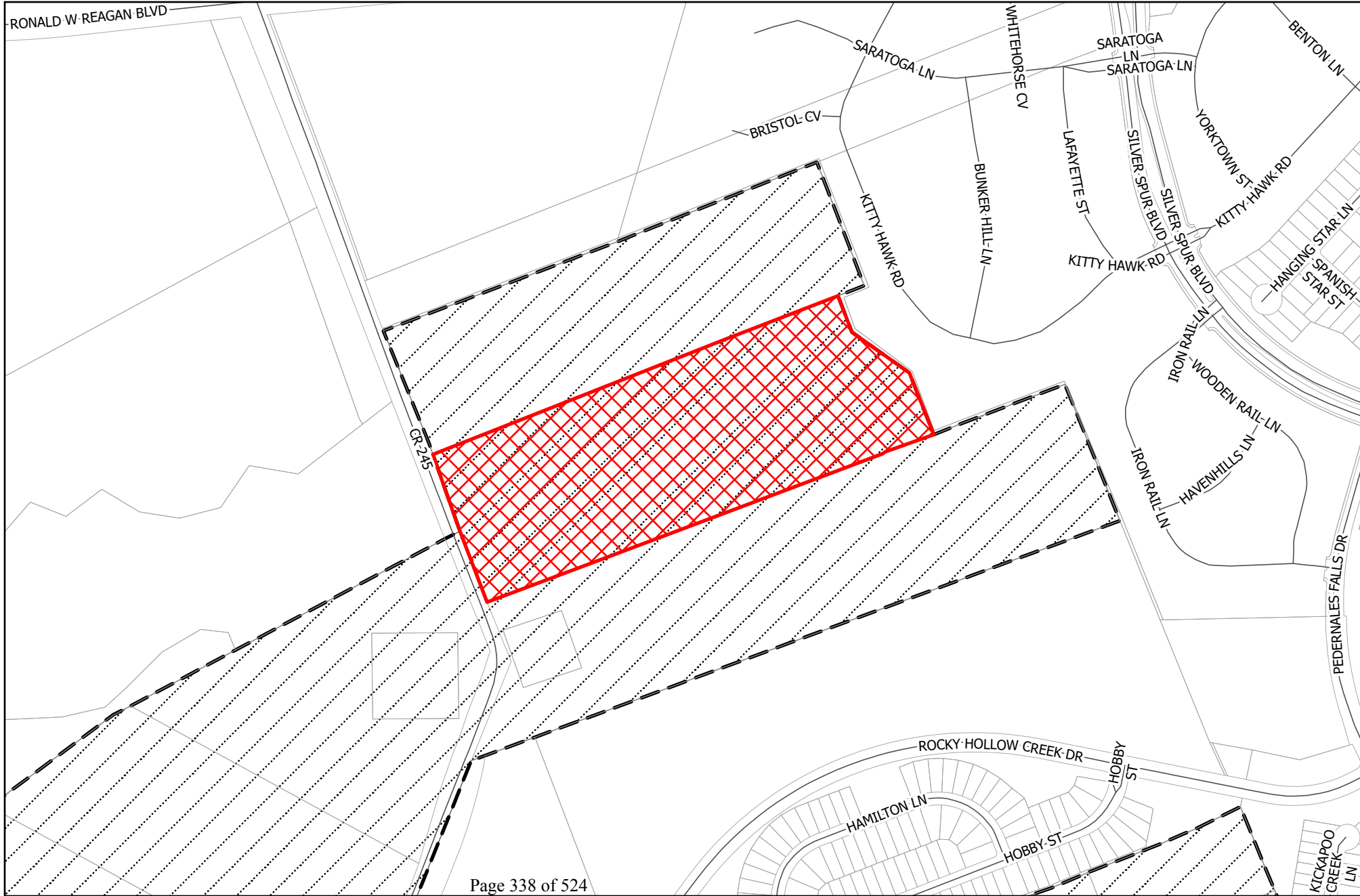
Exhibit 3 – Zoning Map

Exhibit 4 – Design and development standards of the RS zoning district

Exhibit 5 – PUD Document

Exhibit 6 – Letter of Intent

RONALD W REAGAN BLVD



LOCATION

2020-9-ANX

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



0 250 500
Feet

RONALD W REAGAN BLVD

Community
Center

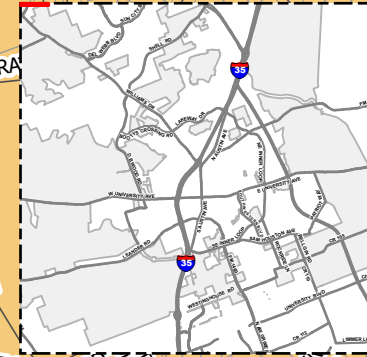
Mixed
Density
Neighborhood

SARATOGA LN

BRISTOL CV

WHITEHORSE CV

LAFAYETTE ST



KITTY HAWK RD

BUNKER HILL LN

KITTY HAWK RD

IRON RAIL LN

WOODEN RAIL LN

HAVENHILLS LN

HANGIN' STAR ST

SPANISH STAR ST

PEDERNALES FALLS DR

Parks and
Recreation

Parks and
Recreation

Neighborhood

Open Space

Mixed Density
Neighborhood

ROCKY HOLLOW CREEK DR

HAMILTON LN

HOBBY ST

HOBBY ST

Mixed Density
Neighborhood

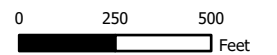
KICKAPOO
CREEK
LN

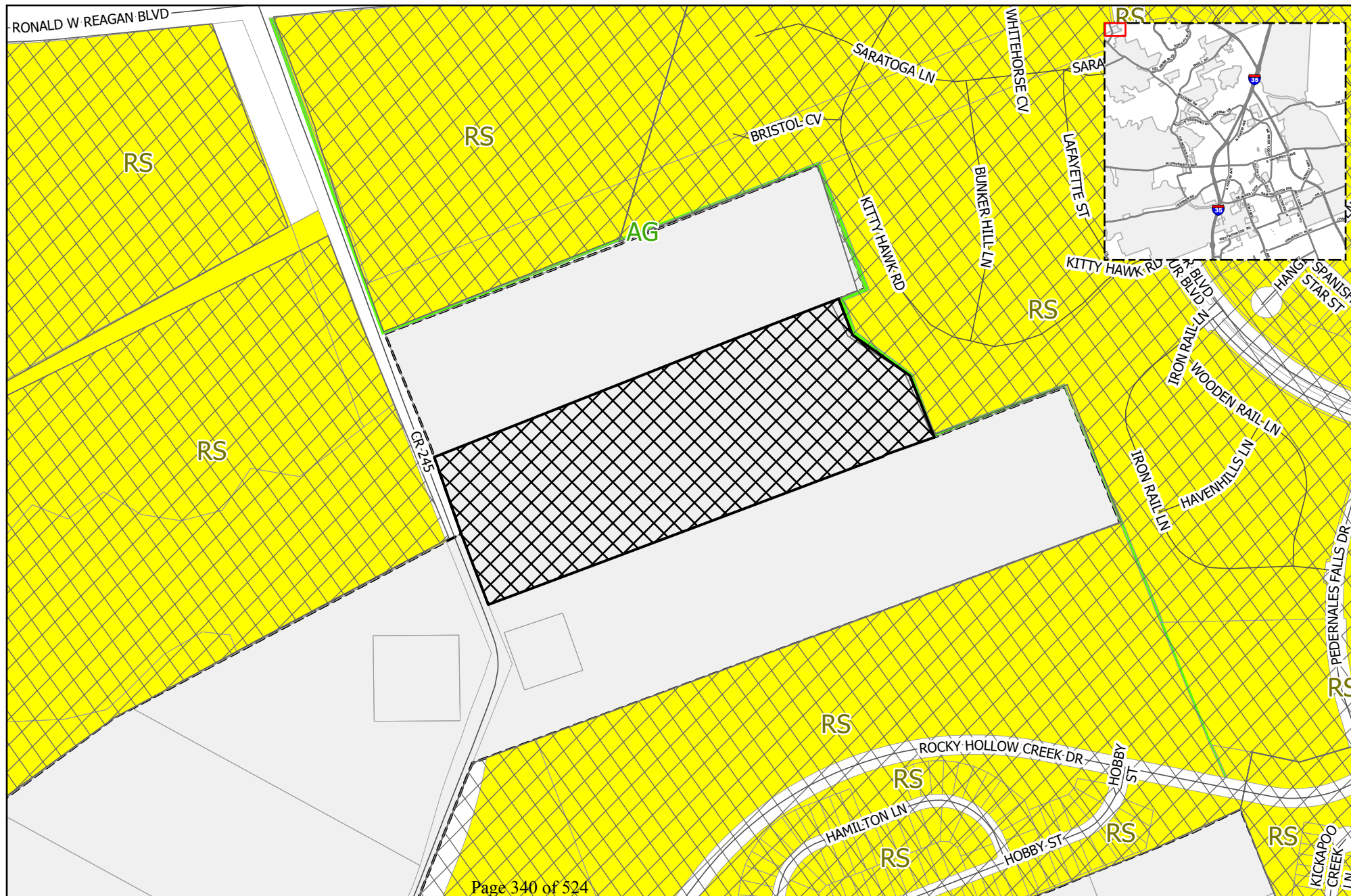


**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

2020-9-ANX
Exhibit #2












- Site
- Parcels
- City Limits
- Georgetown ETJ
- Future Land Use
 - Community Center
 - Employment Center
 - Institutional
 - Mining
 - Mixed Density Neighborhood
 - Neighborhood
 - Open Space
 - Parks and Recreation
 - Regional Center
 - Rural Residential
 - Special Area
- Thoroughfare
 - Existing Freeway
 - Existing Major Arterial
 - Existing Minor Arterial
 - Existing Collector
 - Proposed Freeway
 - Proposed Major Arterial
 - Proposed Minor Arterial
 - Proposed Collector
 - Proposed Rail






















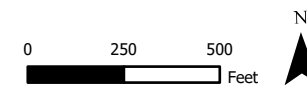
ZONING
2020-9-ANX

Exhibit #3

-  Site
 -  PUD
 -  City Limits
 -  Courthouse View Overlay
 -  Old Town Overlay
 -  Historic Overlay
 -  Downtown Overlay
 -  SPO Overlay
 -  Gateway Overlay
 -  Parcels
 -  Georgetown ETJ

Zoning

 -  AG - Agriculture
 -  BP - Business Park
 -  C-1 - Local Commercial
 -  C-3 - General Commercial
 -  CN - Neighborhood Commercial
 -  IN - Industrial
 -  MF-1 - Low-Density Multi-family
 -  MF-2 - High-Density Multi-family
 -  MH - Manufactured Housing
 -  MU-DT - Mixed-Use Downtown
 -  OF - Office
 -  PF - Public Facility
 -  RE - Residential Estate
 -  RL - Residential Low-Density
 -  RS - Residential Single-Family
 -  TF - Two-Family
 -  TH - Townhouse



Residential Single-Family (RS) District

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

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

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

	RESIDENTIAL USES	
	DETACHED	ATTACHED Townhome
Impervious Cover* (maximum)	65%	75%
Lot Width** (minimum)	40 ft.	20 ft.
Front Setback (minimum)	20 ft.	20 ft.
Side Setback (minimum)	6 ft.	0 ft.***
Corner Setback (minimum)	15 ft.	10 ft.
Rear Setback**** (minimum)	20 ft.	10 ft.
Building Height (maximum)	35 ft.	45 ft.
Lot Area (minimum)	4,800 s.f.	2,000 s.f.
Units per structure (max.)	--	Townhome: 6

* 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 I.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

SPECIFIC USE	GENERAL REQUIREMENT
Amenity Building and Pools	1 space per 275 s.f. of GFA
Outdoor Pavilion	1 space per 500 s.f. of GFA
Sports Courts	2 per court

(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.

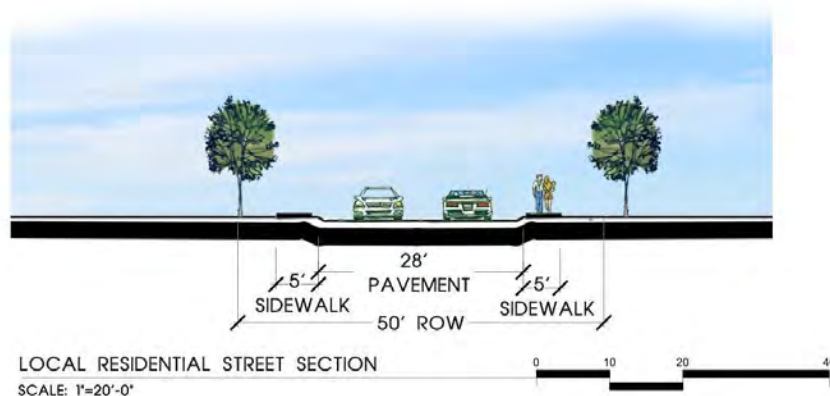
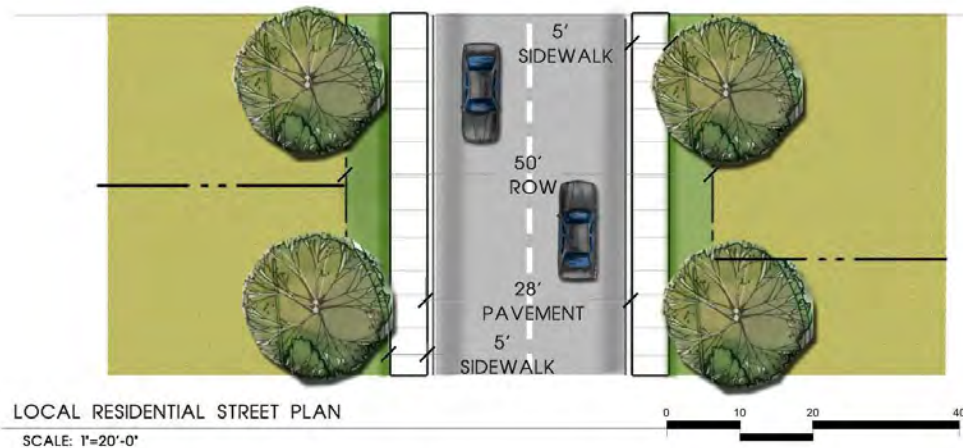
L. Vehicular Circulation

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

Design Standard	Horizontal Curve (minimum ft.)
Local Residential	250 ft.

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 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 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 $21^{\circ}41'44''$ 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 $68^{\circ}15'19''$ 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 $68^{\circ}15'19''$ West, a distance of 200.65 feet to a 1/2-inch iron rod found for an angle point;
- 2) South $69^{\circ}30'27''$ West, a distance of 1,143.86 feet to a 1/2-inch iron rod found for an angle point;
- 3) South $68^{\circ}59'00''$ 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 $70^{\circ}28'17''$ 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 $21^{\circ}17'32''$ 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 $70^{\circ}28'17''$ 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 $19^{\circ}31'43''$ 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: jfernandez@mckimcreed.com
Date: 05-06-2020



SEE ATTACHED EXHIBIT OF EVEN DATE.

Exhibit C

Land Use Plan

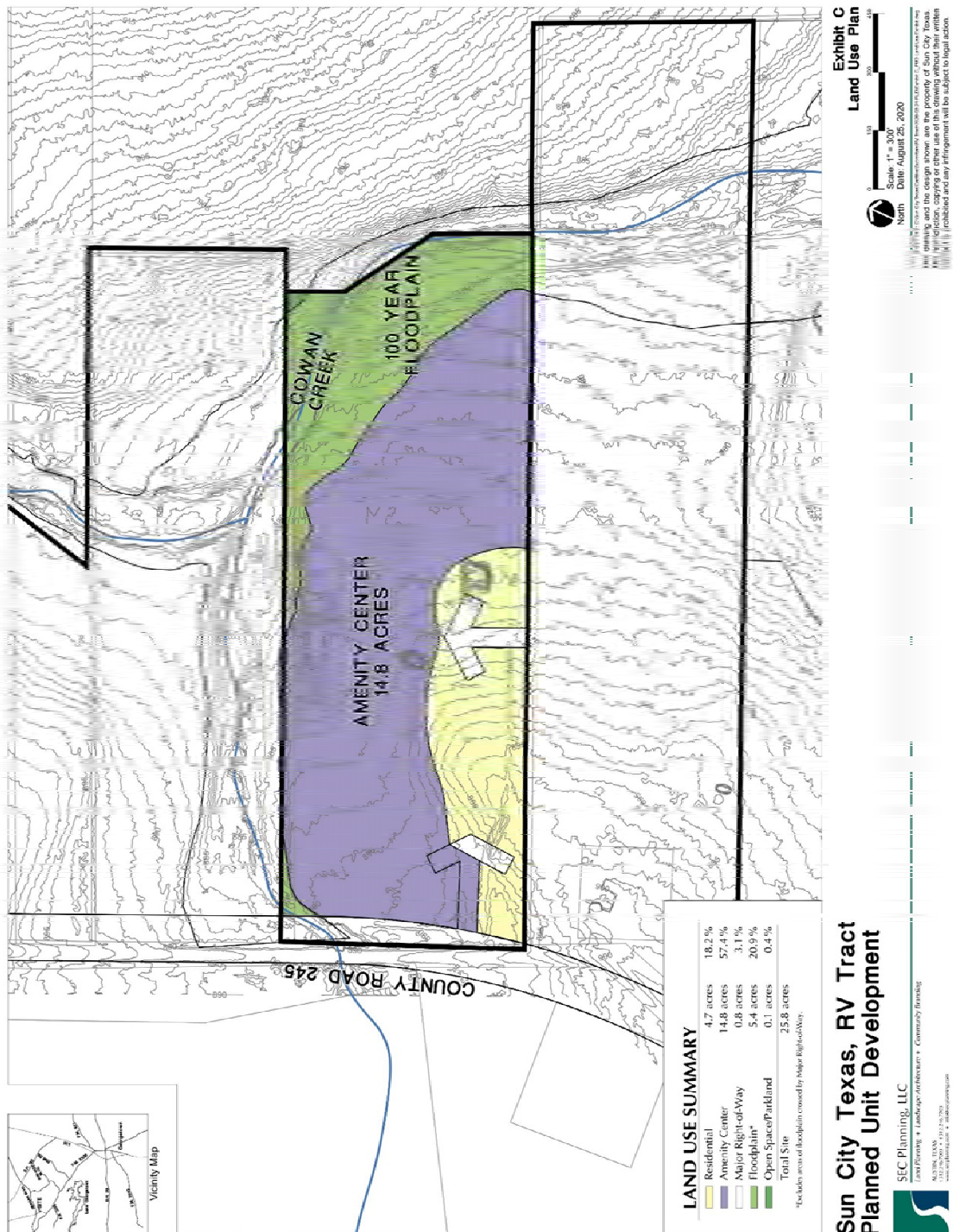


Exhibit D

Master Sign Plan

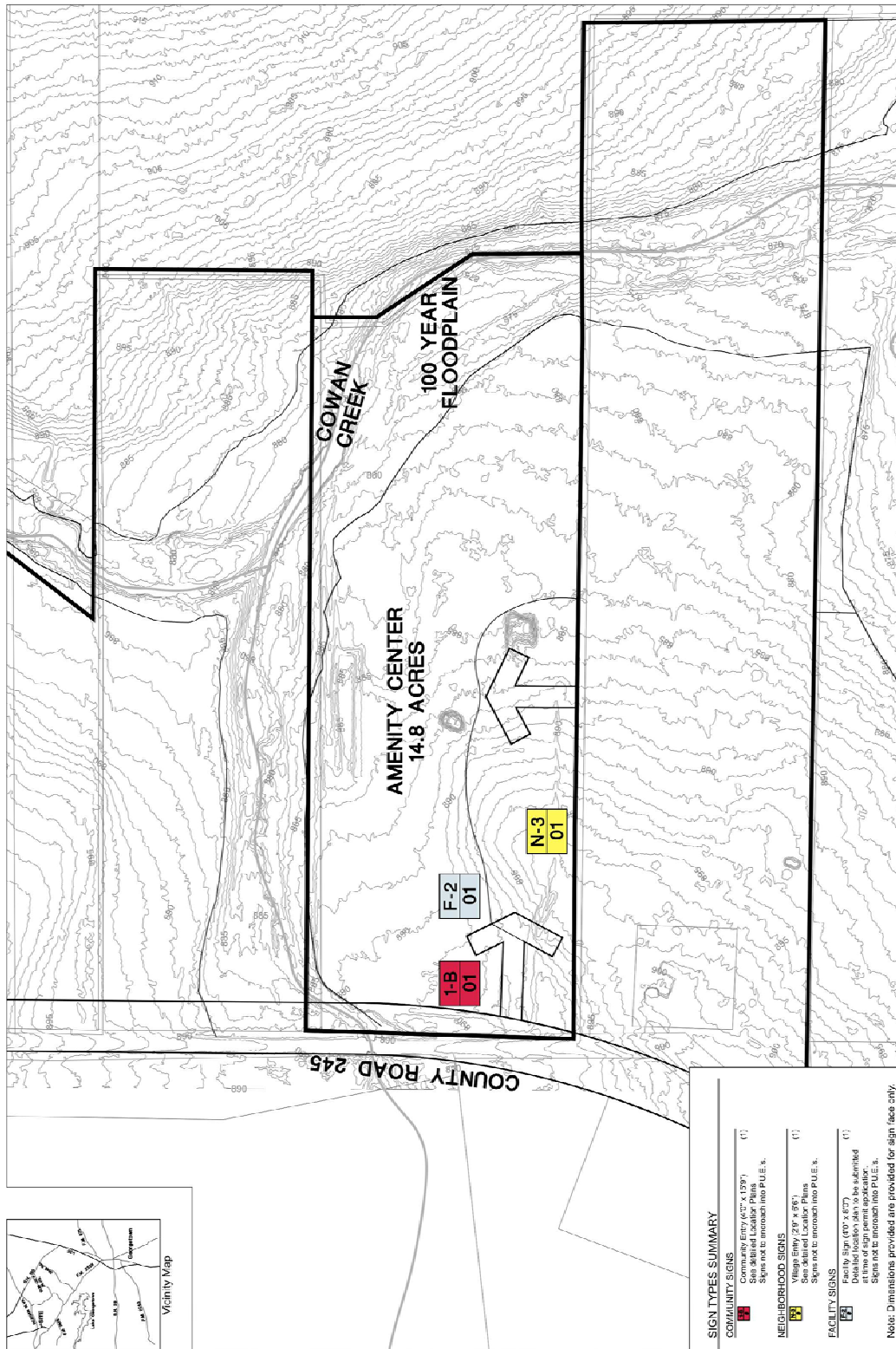


Exhibit D
Master Sign Plan

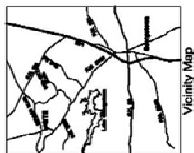
Scale: 1" = 300'
Date: August 23, 2020
North

Sun City Texas, RV Tract
Planned Unit Development

SEC Planning, LLC
Austin, Texas
www.secplanning.com

THESE PLANS WERE PREPARED BY SEC PLANNING, LLC FOR THE PROJECT DESCRIBED HEREIN. THESE PLANS ARE NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF SEC PLANNING, LLC. THESE PLANS ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF SEC PLANNING, LLC.

Master Sign Plan



ELEVATION: COMMUNITY ENTRY SIGN

SCALE: 1/4"=1'-0"



Sign Example

**Sun City Texas, RV Tract
Planned Unit Development**

SEC Planning, LLC
Lent Planning • Landscape Architecture • Community Branding

AUSTIN, TEXAS
1.312.241.2003 • 1.312.241.7393
www.secplanning.com • info@secplanning.com

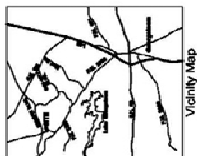
Community Entry Sign 1-B
Master Sign Plan

Date: August 25, 2020

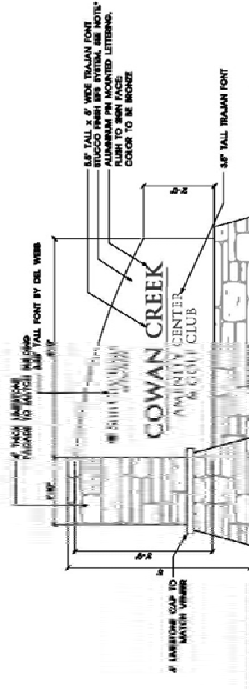
This drawing and the design shown are the property of Sun City Toxane. The reproduction, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.

Exhibit D-2

Master Sign Plan



Locality Map



ELEVATION
SCALE: 1/4"=1'-0"



Sign Example

Sun City Texas, RV Tract Planned Unit Development



SEC Planning, LLC
Land Planning • Landscape Architecture • Community Planning
ALLEN, TEXAS 75013-4200
www.secplanning.com • info@secplanning.com

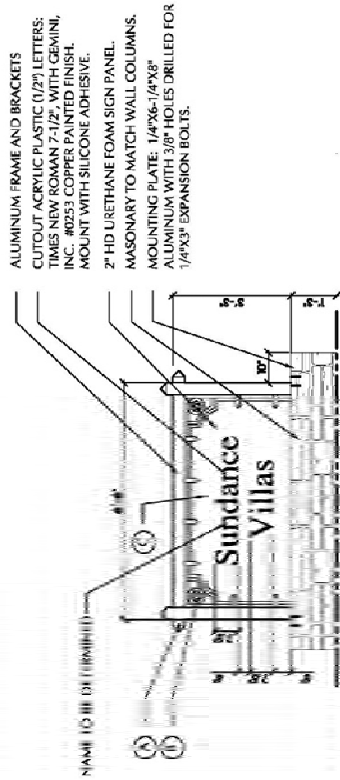
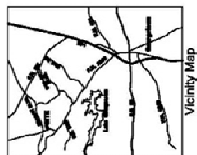
Facilities Sign F-2 Master Sign Plan

Date: August 25, 2020

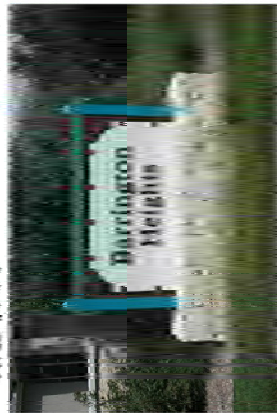
This drawing and the design shown are the property of Sun City Texas. The reproduction, copying or other use of this drawing without that written consent is prohibited and any infringement will be subject to legal action.

Exhibit D-3

Master Sign Plan



ELEVATION
SCALE: 1/4"=1'-0"



Sign Example

Sun City Texas, RV Tract Planned Unit Development



SEC Planning, LLC
Land Planning + Landscape Architecture + Community Building
AUSTIN, TEXAS
(512) 246-1001 • (512) 246-1002
www.secplanning.com • info@secplanning.com

New Homes Sign N-3 Master Sign Plan

Date: August 26, 2020

This drawing and the design shown are the property of Sun City Texas. The design and construction of the sign shall be in accordance with the specifications and standards set forth in the Sun City Texas Master Sign Plan. Any deviation from the design and construction shown is prohibited and any infringement will be subject to legal action.



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,



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
Mayor

Robyn Densmore, TRMC
City Secretary

Approved as to form:

Skye Masson
City Attorney

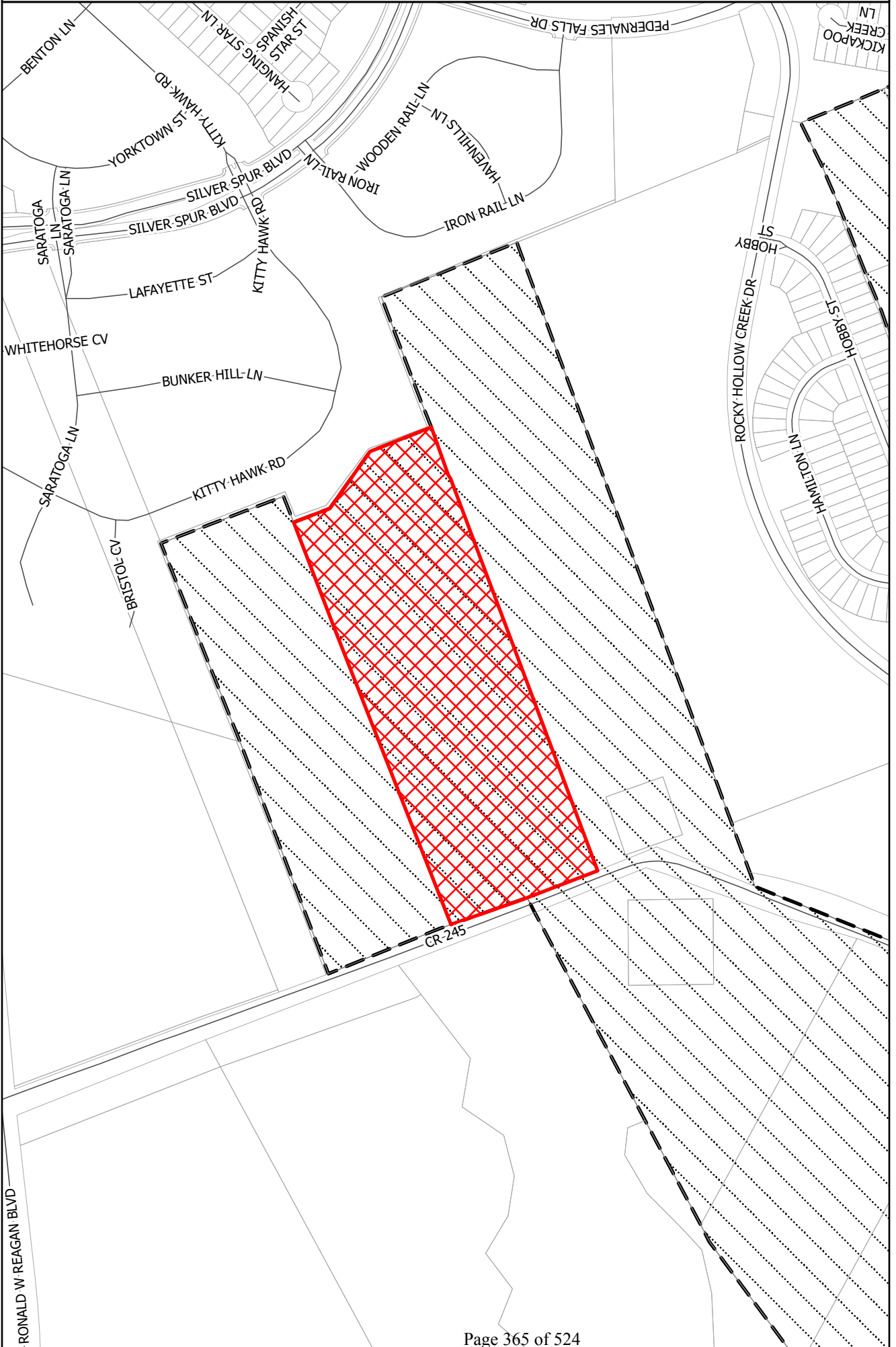
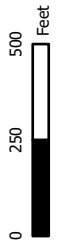


LOCATION

2020-9-ANX

Exhibit A

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



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 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 $21^{\circ}41'44''$ 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 $68^{\circ}15'19''$ 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 $68^{\circ}15'19''$ West, a distance of 200.65 feet to a 1/2-inch iron rod found for an angle point;
- 2) South $69^{\circ}30'27''$ West, a distance of 1,143.86 feet to a 1/2-inch iron rod found for an angle point;
- 3) South $68^{\circ}59'00''$ 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 $70^{\circ}28'17''$ 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 $21^{\circ}17'32''$ 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";

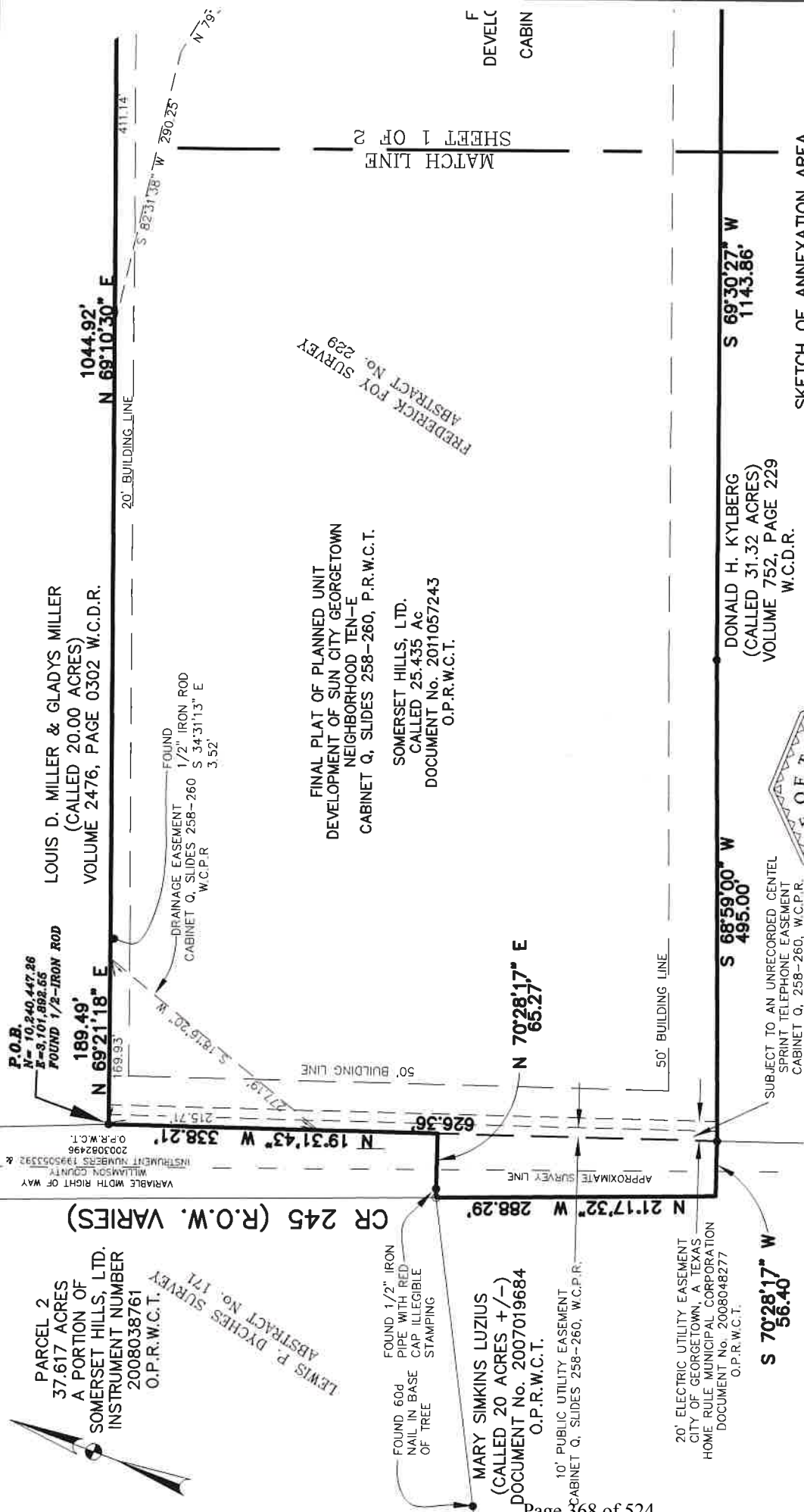
THENCE, North $70^{\circ}28'17''$ East, over and across the right-of-way of said County Road 245, a distance of 65.27 feet to a calculated point on the line common to the easterly right-of-way line of said County Road 245 and the westerly line of said Neighborhood Ten-E;

THENCE, North $19^{\circ}31'43''$ 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: jfernandez@mckimcreed.com
Date: 05-06-2020



SEE ATTACHED EXHIBIT OF EVEN DATE.



SKETCH OF ANNEXATION AREA
25.837 ACRES
(1,125,471 SQ. FT.)
FREDERICK FOY SURVEY, ABSTRACT NO. 229,
WILLIAMSON COUNTY, TEXAS



McKIM & CREED
ENGINEERS, SURVEYORS, PLANNERS
8868 RESEARCH BOULEVARD, SUITE 407
AUSTIN, TEXAS 78758
512-916-0224
WWW.MCKIMCREED.COM

TBPLS FIRM REGISTRATION NO. 101776-01

1"=150'

5-06-2020

J.F.

07085-0001

PAGE: 1 OF 2

RV PARK FOR ANNEXATION

NOTES:

- BEARING BASIS: STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 83/93 H.A.N. DATUM. ALL COORDINATES ARE GRID. ALL DISTANCES EXPRESSED IN U.S. SURVEY FEET SCALED TO SURFACE BY A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.000143965.
 - THIS BOUNDARY MAP EXHIBIT IS ACCOMPANIED BY A NARRATIVE METES AND BOUNDS DESCRIPTION.
 - SYMBOLS MAY BE EXAGGERATED FOR CLARITY.
 - FOR LEGEND SEE SHEET 2 OF 2.
- NO PART OR PARTS OF THIS DRAWING MAY BE REPRODUCED OR TRANSMITTED IN ANY WAY OR FORM (ELECTRONIC, MECHANICAL, PHOTOCOPYING, OR OTHERWISE) WITHOUT THE EXPRESS WRITTEN PERMISSION OF MCKIM & CREED INC.
- DRAWING: Z:\DelWebb\2016_Somerset Hills\DWG\RV Park Annexation_2020-05-06.dwg PLOTTED: May 06, 2020 - 8:55am

LOUIS D. MILLER & GLADYS MILLER
(CALLED 20.00 ACRES)
VOLUME 2476, PAGE 0302 W.C.D.R.

435.60' E
N 68°52'42" E

FOUND
1/2" IRON ROD
WITH "SURVCON"
PLASTIC CAP

20' BUILDING LINE

100 YEAR FLOOD PLAIN

OPEN SPACE AND P.U.E.
CABINET Q, 258-260, W.C.P.R.
(ITEM 10f)

FINAL PLAT OF PLANNED UNIT
DEVELOPMENT OF SUN CITY GEORGETOWN
NEIGHBORHOOD TEN-E
CABINET Q, SLIDES 258-260, P.R.W.C.T

SOMERSET HILLS, LTD.
CALLED 25.435 AC
DOCUMENT NO. 2011057243
O.P.R.W.C.T.

SHEET 2 OF 2
MATCH LINE

CALLED 87.979 ACRE
(Northerly Takedown No.
PULTE HOMES OF TEXAS,
DOC. NO. 2016003241
O.P.R.W.C.T.

PORTION OF
LIMITED PART
CALLED 306.434 A
DOC. NO. 2016003241
O.P.R.W.C.T.

LEGEND

- 1/2" IRON ROD OR OTHER
FOUND AS NOTED
- 1/2" IRON ROD WITH PLASTIC
CAP STAMPED "MCKIM & CREED"
SET OR AS NOTED
- OFFICIAL PUBLIC RECORDS
OF WILLIAMSON COUNTY, TEXAS
- PLAT RECORDS OF WILLIAMSON
COUNTY, TEXAS
- PERMANENT UTILITY EASEMENT

COWAN CREEK

S 21°41'44" E
255.50'

S 54°43'33" E
270.07'

N 65°48'52" W
49.71' W
N 20°48'52" W
29.30' W
N 54°36'46" W
181.11' W
N 21°44'44" W
79.93' W

50' BUILDING LINE

30' BUILDING LINE

50' BUILDING LINE

CANNOT SET-IN CREEK

84.34'

S 68°15'19" W
200.65'

SKETCH OF ANNEXATION AREA
25.837 ACRES

(1,125,471 SQ. FT.)

FREDERICK FOY SURVEY, ABSTRACT NO. 229,
WILLIAMSON COUNTY, TEXAS



ENGINEERS, SURVEYORS, PLANNERS
8868 RESEARCH BLVD., SUITE 407
AUSTIN, TEXAS 78758
512-916-0224
WWW.MCKIMCREED.COM

TBPLS FIRM REGISTRATION NO. 101776-01

1"=150'

5-06-2020

J.F.

RV PARK FOR ANNEXATION

NO PART OR PARTS OF THIS DRAWING MAY BE REPRODUCED OR RETRANSMITTED
IN ANY WAY OR FORM (ELECTRONIC, MECHANICAL, PHOTOCOPYING, OR OTHERWISE)
WITHOUT THE EXPRESS WRITTEN PERMISSION OF MCKIM & CREED, INC.
DRAWING: Z:\DelWebb\2016_Somerset Hills\DWG\RV Park Annexation_2020-05-06.dwg

PLOTTED: May 06, 2020 - 8:54am

MUNICIPAL SERVICES AGREEMENT.402
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

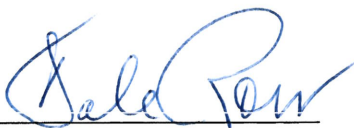
or immunities.

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.

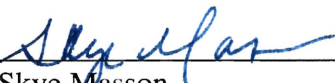
CITY OF GEORGETOWN

By:




Dale Ross
Mayor

Approved as to Form:


Skye Masson
City Attorney

Attest:

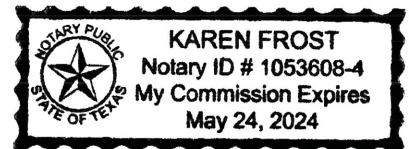

Robyn Densmore, TRMC
City Secretary

State of Texas §
County of Williamson §

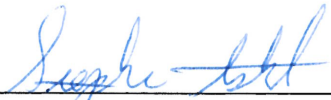
This instrument was acknowledged before me on the 25 day of August, 2020,
by Dale Ross, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said
corporation.

By: 

Notary Public, State of Texas

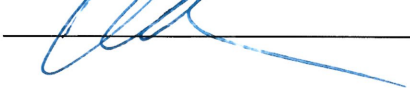


PULTE HOMES OF TEXAS, LP

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

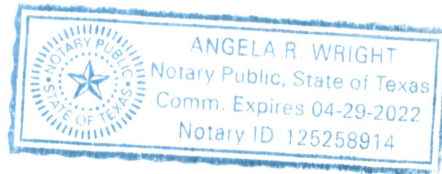


EXHIBIT A

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 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 $21^{\circ}41'44''$ 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 $68^{\circ}15'19''$ 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 $68^{\circ}15'19''$ West, a distance of 200.65 feet to a 1/2-inch iron rod found for an angle point;
- 2) South $69^{\circ}30'27''$ West, a distance of 1,143.86 feet to a 1/2-inch iron rod found for an angle point;
- 3) South $68^{\circ}59'00''$ 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 $70^{\circ}28'17''$ 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 $21^{\circ}17'32''$ 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 $70^{\circ}28'17''$ 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 $19^{\circ}31'43''$ 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: 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

	RESIDENTIAL USES	
	DETACHED	ATTACHED Townhome
Impervious Cover* (maximum)	65%	75%
Lot Width** (minimum)	40 ft.	20 ft.
Front Setback (minimum)	20 ft.	20 ft.
Side Setback (minimum)	6 ft.	0 ft.***
Corner Setback (minimum)	15 ft.	10 ft.
Rear Setback**** (minimum)	20 ft.	10 ft.
Building Height (maximum)	35 ft.	45 ft.
Lot Area (minimum)	4,800 s.f.	2,000 s.f.
Units per structure (max.)	--	Townhome: 6

* 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 I.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

SPECIFIC USE	GENERAL REQUIREMENT
Amenity Building and Pools	1 space per 275 s.f. of GFA
Outdoor Pavilion	1 space per 500 s.f. of GFA
Sports Courts	2 per court

(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.

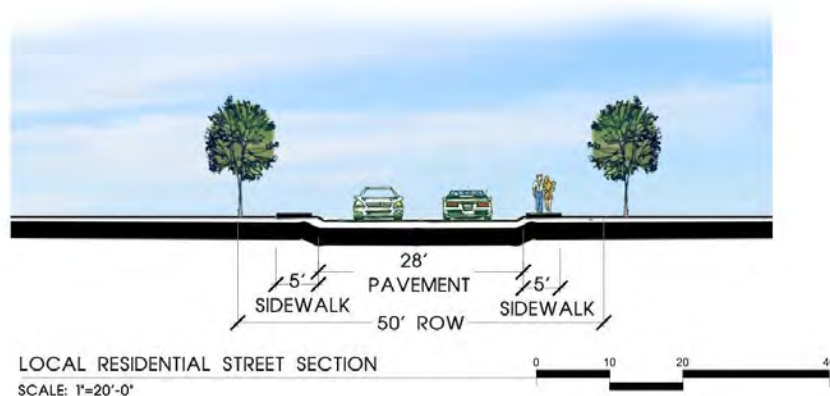
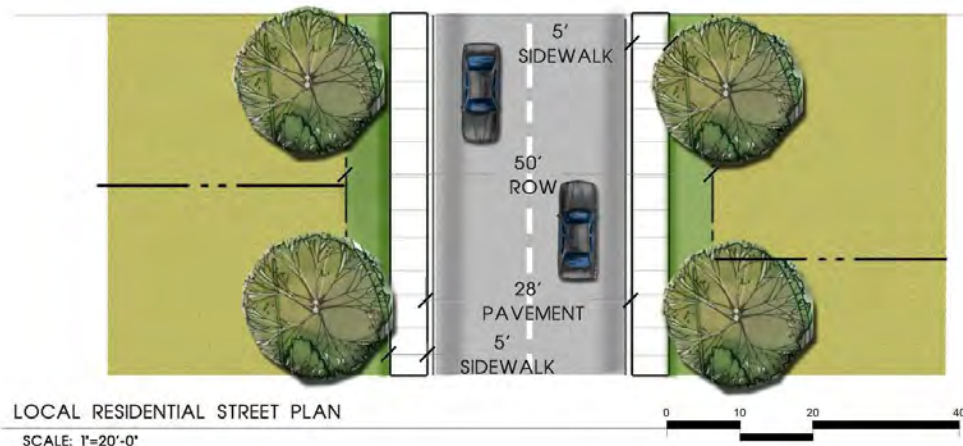
L. Vehicular Circulation

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

Design Standard	Horizontal Curve (minimum ft.)
Local Residential	250 ft.

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 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 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 $21^{\circ}41'44''$ 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 $68^{\circ}15'19''$ 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 $68^{\circ}15'19''$ West, a distance of 200.65 feet to a 1/2-inch iron rod found for an angle point;
- 2) South $69^{\circ}30'27''$ West, a distance of 1,143.86 feet to a 1/2-inch iron rod found for an angle point;
- 3) South $68^{\circ}59'00''$ 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 $70^{\circ}28'17''$ 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 $21^{\circ}17'32''$ 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 $70^{\circ}28'17''$ 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 $19^{\circ}31'43''$ 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: jfernandez@mckimcreed.com
Date: 05-06-2020



SEE ATTACHED EXHIBIT OF EVEN DATE.

Exhibit C

Land Use Plan

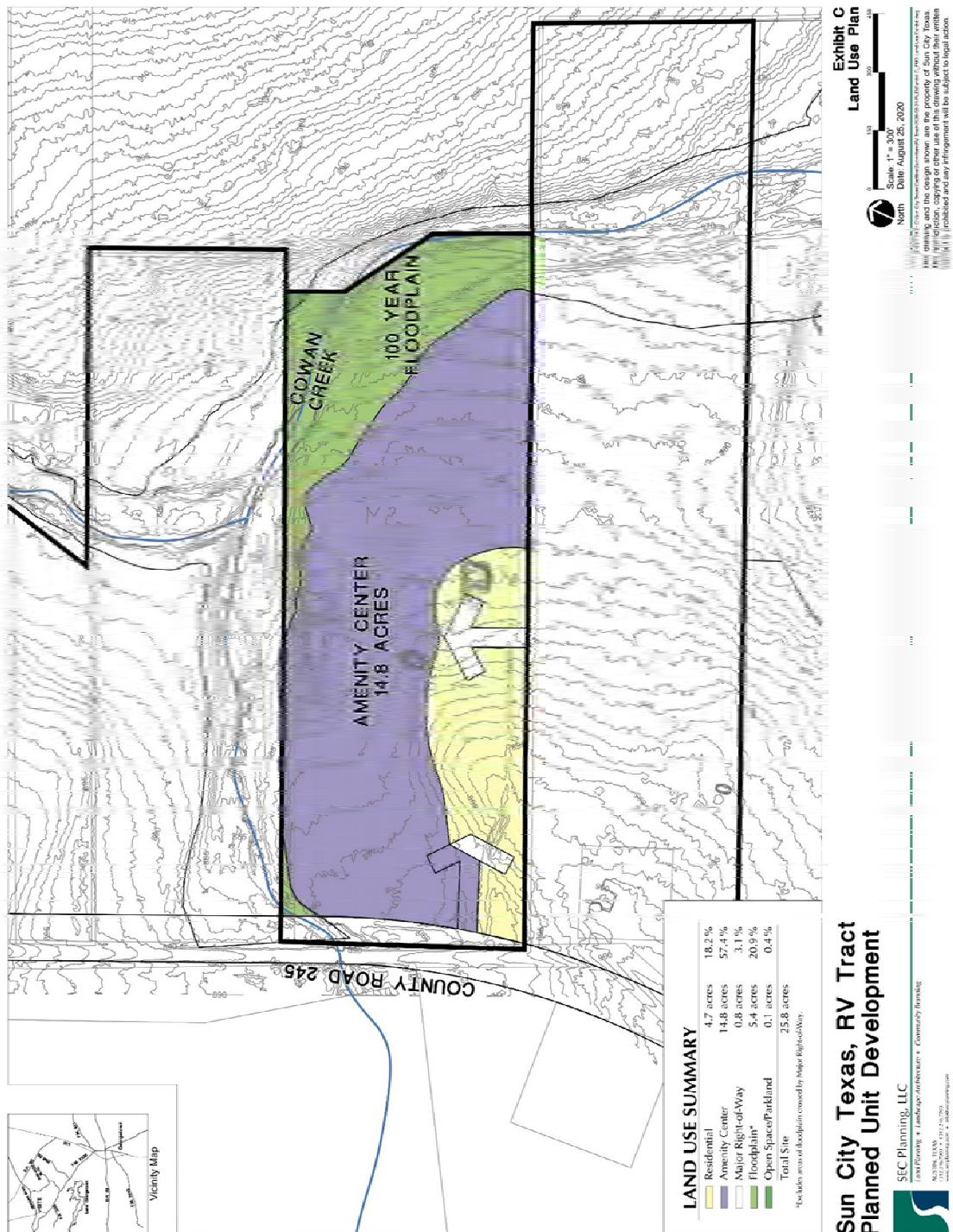


Exhibit D

Master Sign Plan

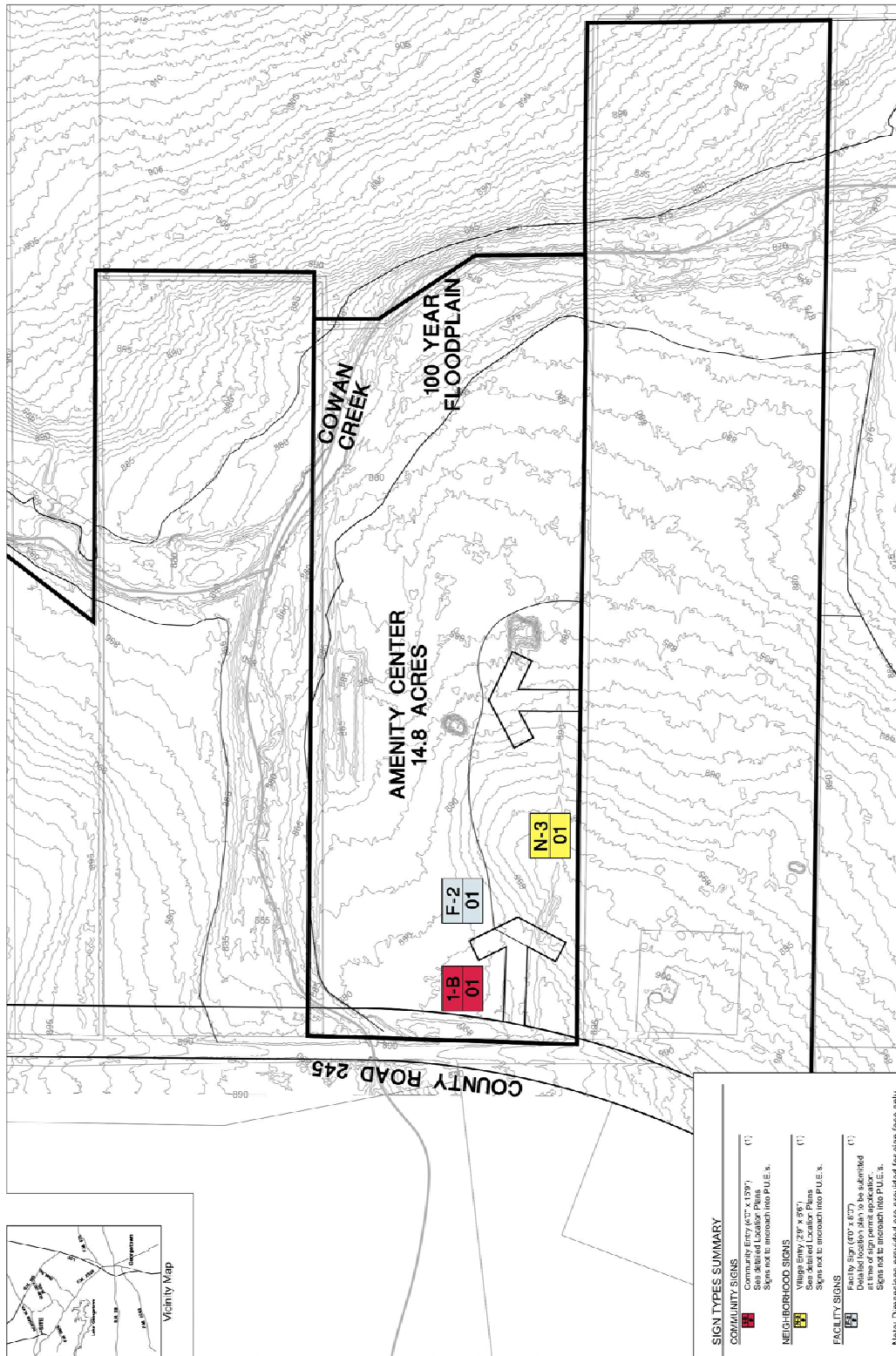


Exhibit D
Master Sign Plan

Scale: 1" = 300'
Date: August 23, 2020
North

Sun City Texas, RV Tract
Planned Unit Development

SEC Planning, LLC

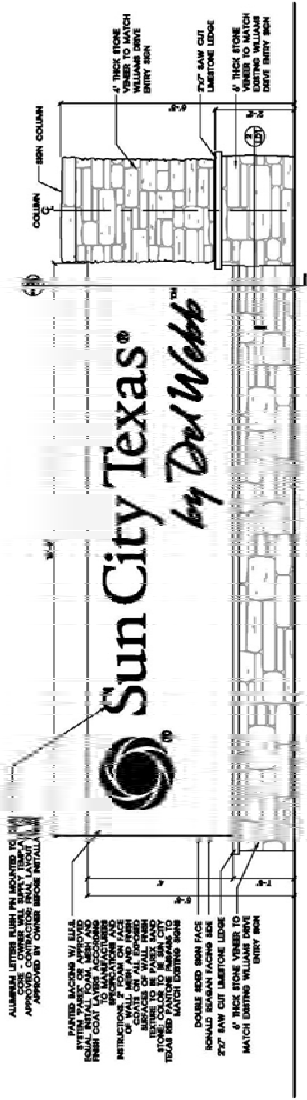
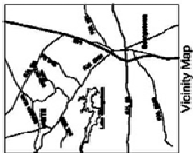


Land Planning + Landscape Architecture + Community Branding
Austin, Texas
www.secplanning.com

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF SEC PLANNING, LLC. NO PART OF THESE PLANS OR SPECIFICATIONS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF SEC PLANNING, LLC. ANY VIOLATION OF THIS NOTICE SHALL BE SUBJECT TO LEGAL ACTION.

Exhibit D-1

Master Sign Plan



ELEVATION: COMMUNITY ENTRY SIGN
SCALE 1/4"=1'-0"



Sign Example

Sun City Texas, RV Tract
Planned Unit Development

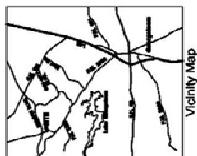


Community Entry Sign 1-B
Master Sign Plan

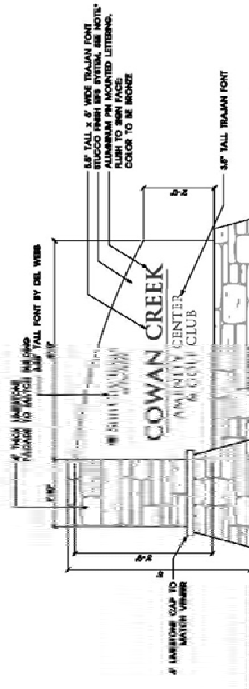
Date: August 25, 2020
This drawing and the design shown are the property of Sun City Texas. The drawing and design are for the use of the community and no other use without the written consent is prohibited and any infringement will be subject to legal action.

Exhibit D-2

Master Sign Plan



Locality Map



ELEVATION
SCALE: 1/4"=1'-0"



Sign Example

Sun City Texas, RV Tract Planned Unit Development



SEC Planning, LLC
Land Planning • Landscape Architecture • Community Planning
ALLEN, TEXAS 75013-4620
www.secpplanning.com • info@secpplanning.com

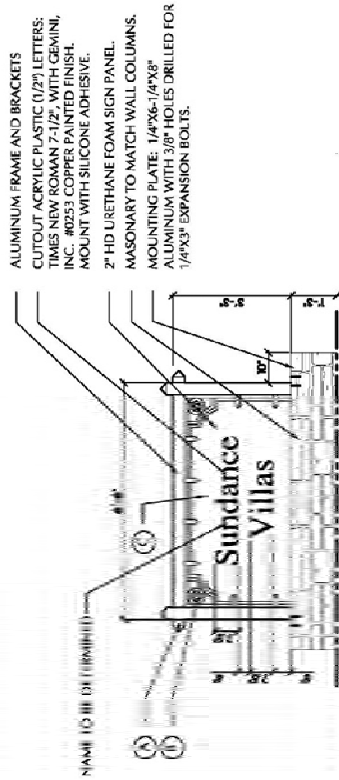
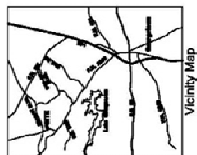
Facilities Sign F-2 Master Sign Plan

Date: August 25, 2020

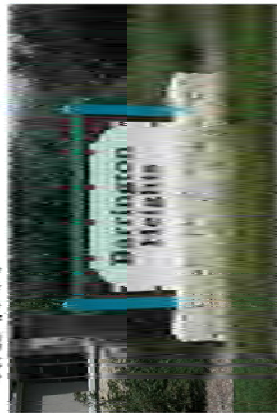
SEC Planning, LLC and its affiliates hereby warrant that the design shown on this drawing is the property of Sun City Texas. The reproduction, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.

Exhibit D-3

Master Sign Plan



ELEVATION
SCALE: 1/4"=1'-0"



Sign Example

Sun City Texas, RV Tract Planned Unit Development



New Homes Sign N-3 Master Sign Plan

Date: August 26, 2020

SEC Planning, LLC is the design firm for the property of Sun City Texas. The design and construction of the sign is subject to the approval of the City of Sun City Texas. The design and construction of the sign is subject to the approval of the City of Sun City Texas. The design and construction of the sign is subject to the approval of the City of Sun City Texas.

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

RONALD W REAGAN BLVD

0.35 mi. to Ronald Reagan

0.6 mi. to Williams Drive



LOCATION

2020-9-ANX

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



0 250 500
Feet



Highland Village
Neighborhood
Under Development

Sun City Somerset PUD

Tres Tierras
Neighborhood
Under Development



AERIAL

2020-9-ANX

-  Site
-  City Limits
-  Georgetown ETJ



0 250 500
Feet

RONALD W REAGAN BLVD

Community
Center

Mixed
Density
Neighborhood

Parks and
Recreation

Parks and
Recreation

Open Space

Mixed Density
Neighborhood

Neighborhood

Mixed Density
Neighborhood

HAMILTON LN

HOBBY ST

ROCKY HOLLOW CREEK DR

HOBBY ST

KICKAPOO
CREEK
LN

PEDERNALES FALLS DR

IRON RAIL LN

WOODEN RAIL LN

IRON RAIL LN

HANGIL
SPANISH
STAR ST

KITTY HAWK RD

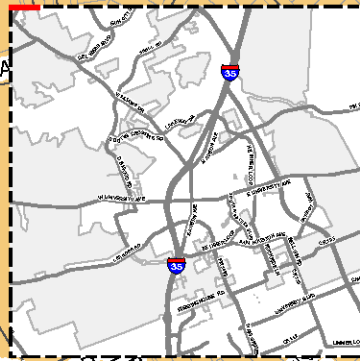
BUNKER HILL LN

SARATOGA LN

BRISTOL CV

WHITEHORSE CV

LAFAYETTE ST



FUTURE LAND USE/ OVERALL TRANSPORTATION PLAN

2020-9-ANX
Exhibit #2

- Site
- Parcels
- City Limits
- Georgetown ETJ
- Future Land Use
 - Community Center
 - Employment Center
 - Institutional
 - Mining
 - Mixed Density Neighborhood
 - Neighborhood
 - Open Space
 - Parks and Recreation
 - Regional Center
 - Rural Residential
 - Special Area
- Thoroughfare
 - Existing Freeway
 - Existing Major Arterial
 - Existing Minor Arterial
 - Existing Collector
 - Proposed Freeway
 - Proposed Major Arterial
 - Proposed Minor Arterial
 - Proposed Collector
 - Proposed Rail

0 250 500
Feet



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)

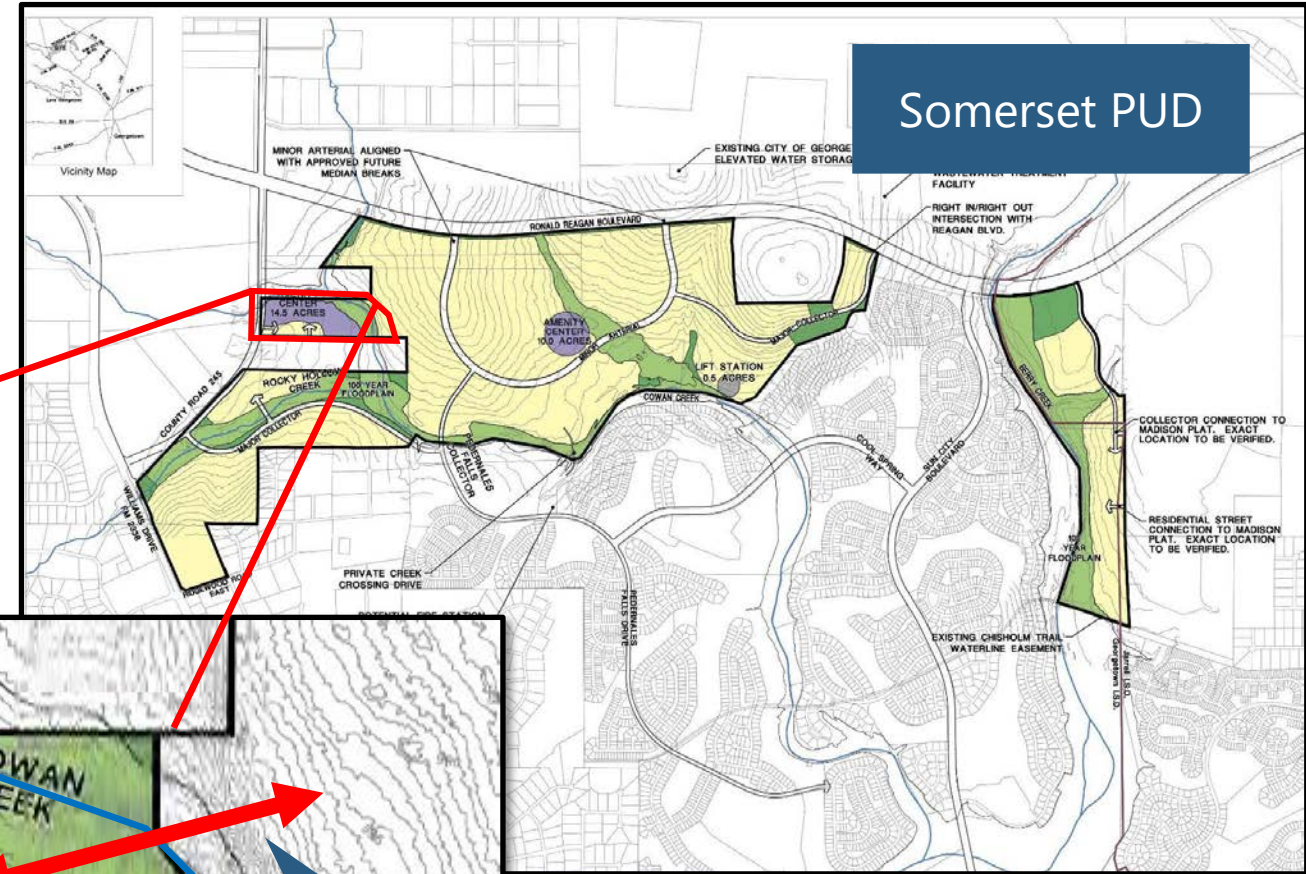
Secondary Uses: Limited neighborhood-serving retail, office, institutional, and civic uses

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

	RESIDENTIAL USES	
	DETACHED	ATTACHED Townhome
Impervious Cover* (maximum)	65%	75%
Lot Width** (minimum)	40 ft.	20 ft.
Front Setback (minimum)	20 ft.	20 ft.
Side Setback (minimum)	6 ft.	0 ft.***
Corner Setback (minimum)	15 ft.	10 ft.
Rear Setback**** (minimum)	20 ft.	10 ft.
Building Height (maximum)	35 ft.	45 ft.
Lot Area (minimum)	4,800 s.f.	2,000 s.f.
Units per structure (max.)	--	Townhome: 6

RV Tract PUD Concept Plan



Cowan Creek

Golf Cart
Connection

Up to 50 residential
units

Approval Criteria – UDC Section 3.06.030

Criteria for Zoning Map Amendment	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;	X		
The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;	X		

Approval Criteria – UDC Section 3.06.030

Criteria for Zoning Map Amendment	Complies	Partially Complies	Does Not Comply
The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and	X		
The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	X		

Approval Criteria – UDC Section 3.06.040

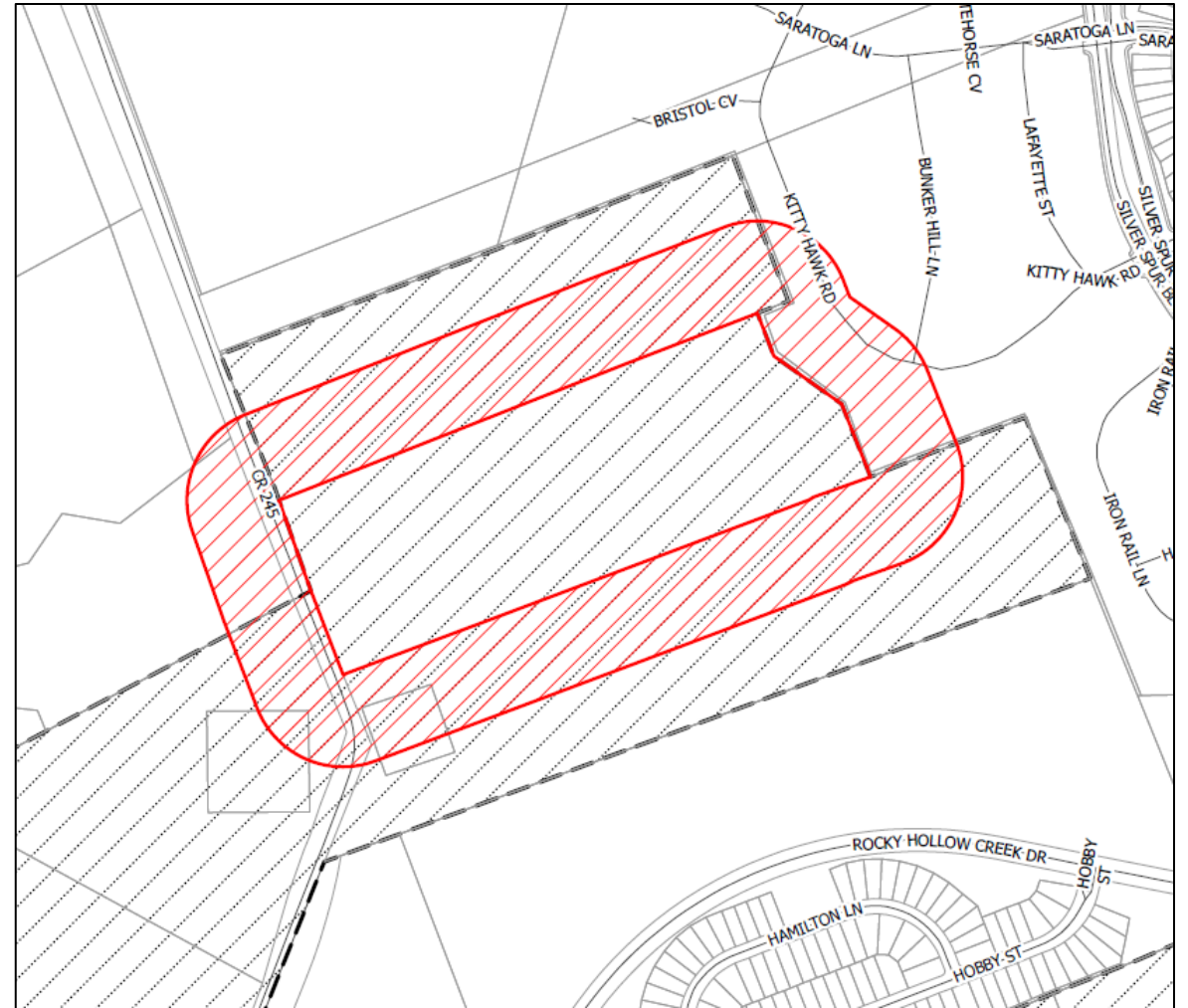
Criteria for PUDs	Complies	Partially Complies	Does Not Comply
A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.	X		
An orderly and creative arrangement of all land uses with respect to each other and to the entire community.	X		
A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.	X		

Approval Criteria – UDC Section 3.06.040

Criteria for PUDs	Complies	Partially Complies	Does Not Comply
The provisions of cultural or recreational facilities for all segments of the community.		X	
The location of general building envelopes to take maximum advantage of the natural and manmade environment.	X		
The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	X		

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.

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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**

REPAIRS



Before



After



Before



After

REPAIRS



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

ACTION REQUESTED

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.

Fiscal Year	Address	Repair Amount	Work performed by	Repair Detail	Goal met	Number of Georgetown Residents served	Program referral?

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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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

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HABITAT FOR HUMANITY OF WILLIAMSON COUNTY**

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RECITALS:

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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.

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.

Fiscal Year	Address	Repair Amount	Work performed by	Repair Detail	Goal met	Number of Georgetown Residents served	Program referral?

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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
- 11/3/2020 – P&Z Public Hearing & Recommendation on Initial Zoning
- 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

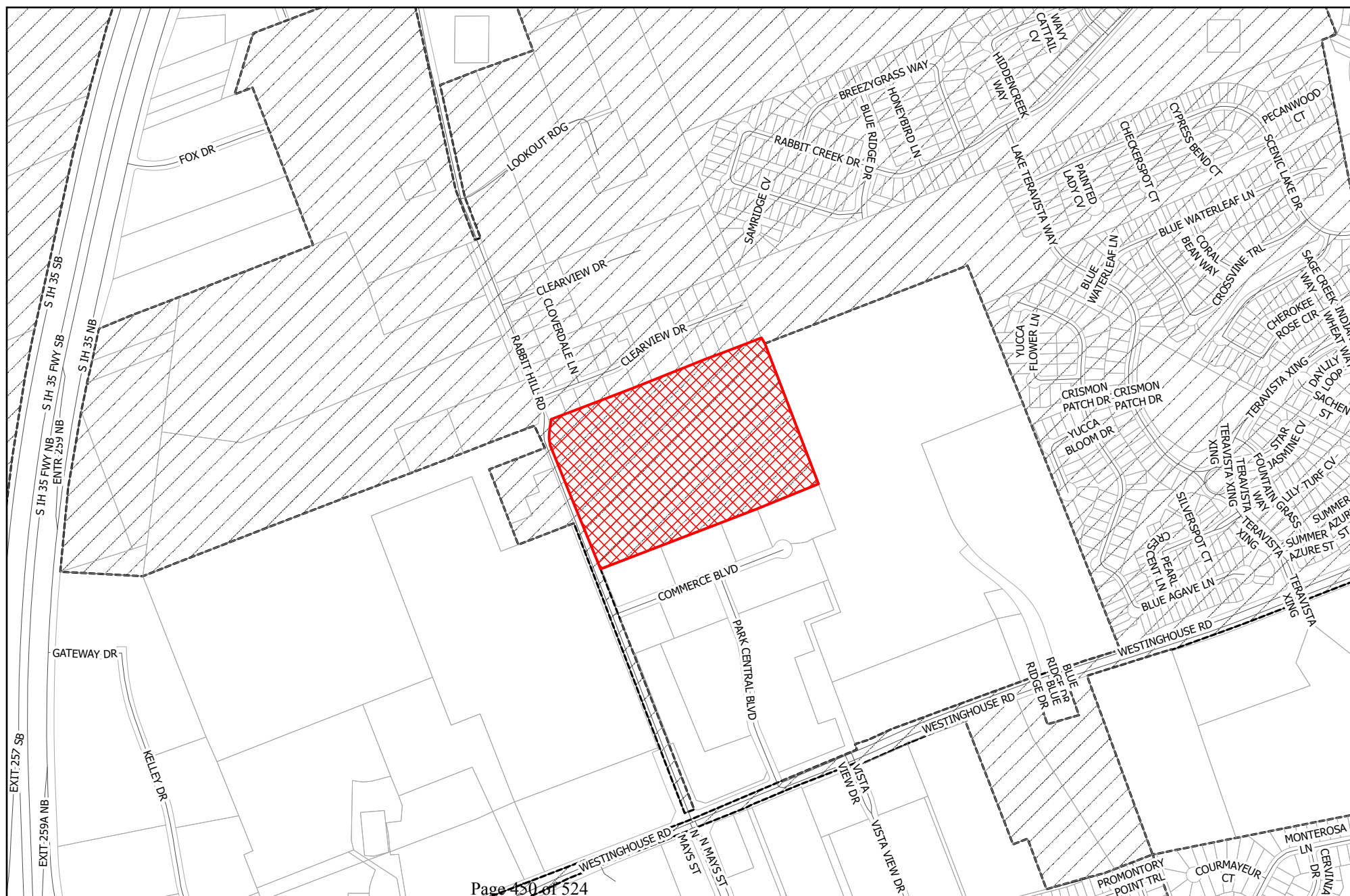
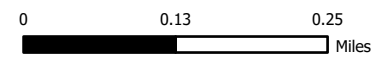


LOCATION

2020-10-ANX

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



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

(OWNER 1)

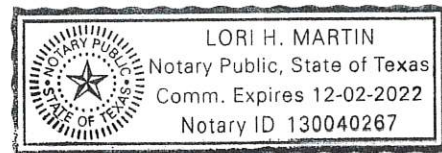
By: William H. Armstrong
(Signatory's Name)
(Signatory's Title) Owner

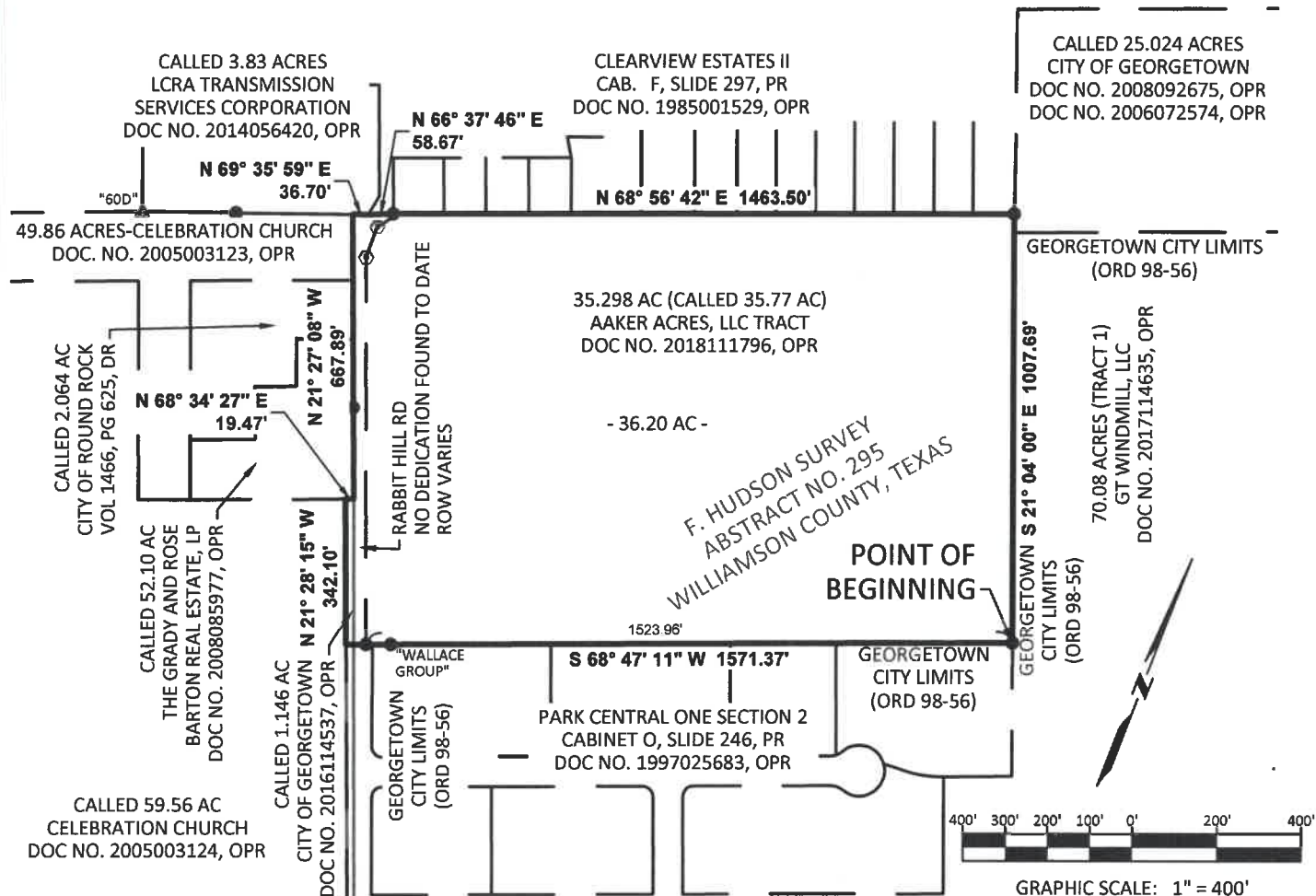
State of Texas §
County of TRAVIS §

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 Acker Acres, LLC [insert name of company or individual where applicable].

By: Lori H. Martin

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 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.

DATED 02-11-2020
REVISED 09-08-2020: REVISED BOUNDARY
REVISED 09-25-2020: REVISED ADJOINERS



STEGER BIZZELL

ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626
PHONE	512.930.9412	TELEFAX 512.930.9412
WEBSITE	STEGERBIZZELL.COM	
SERVICES	>>ENGINEERS >>PLANNERS >>SURVEYORS	

DATE **09-25-2020**

JOB NO. **22729**



LOCATION MAP
1"=3000'

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 Rabbit 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;

*Made
09/25/2020*

STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

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.

 09/25/2020

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

P:\22000-22999\22729 Aakers Acres\Survey Data\Descriptions\22729-annex-aaker acres.docx



STEGER & BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

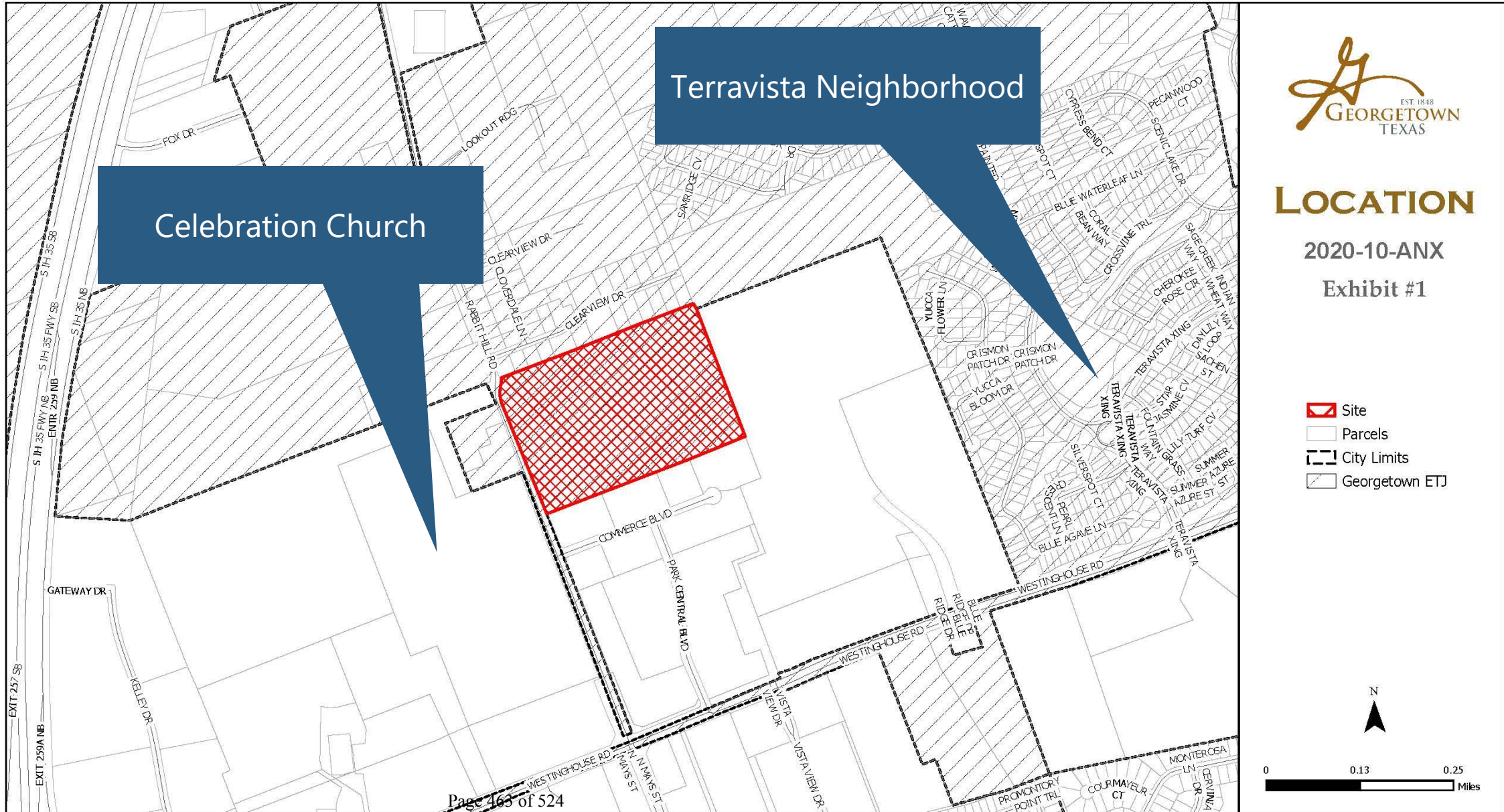
Aaker Acres 2020-10-ANX

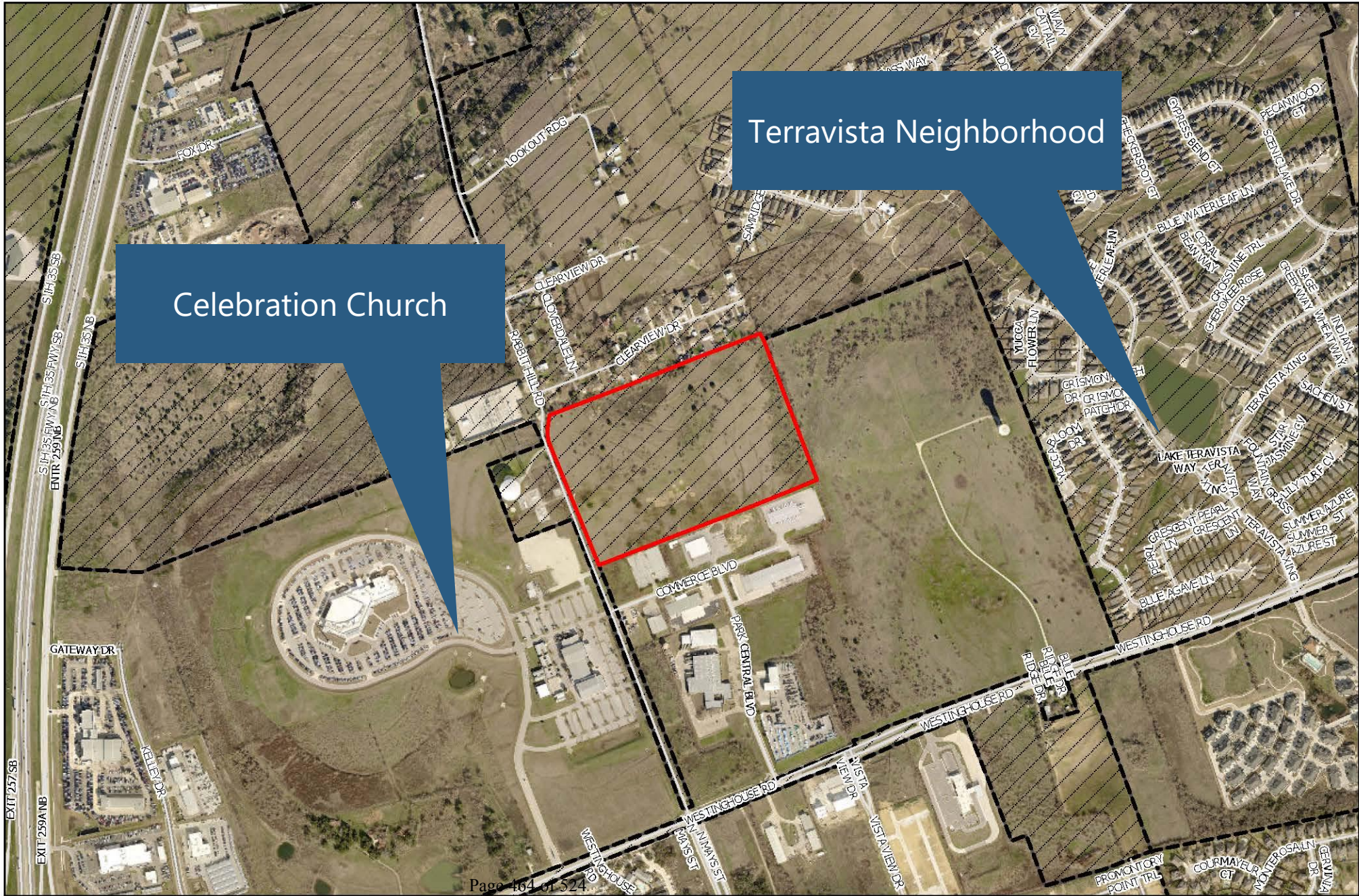
City Council
10/13/2020

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.

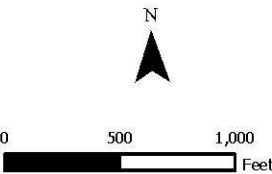


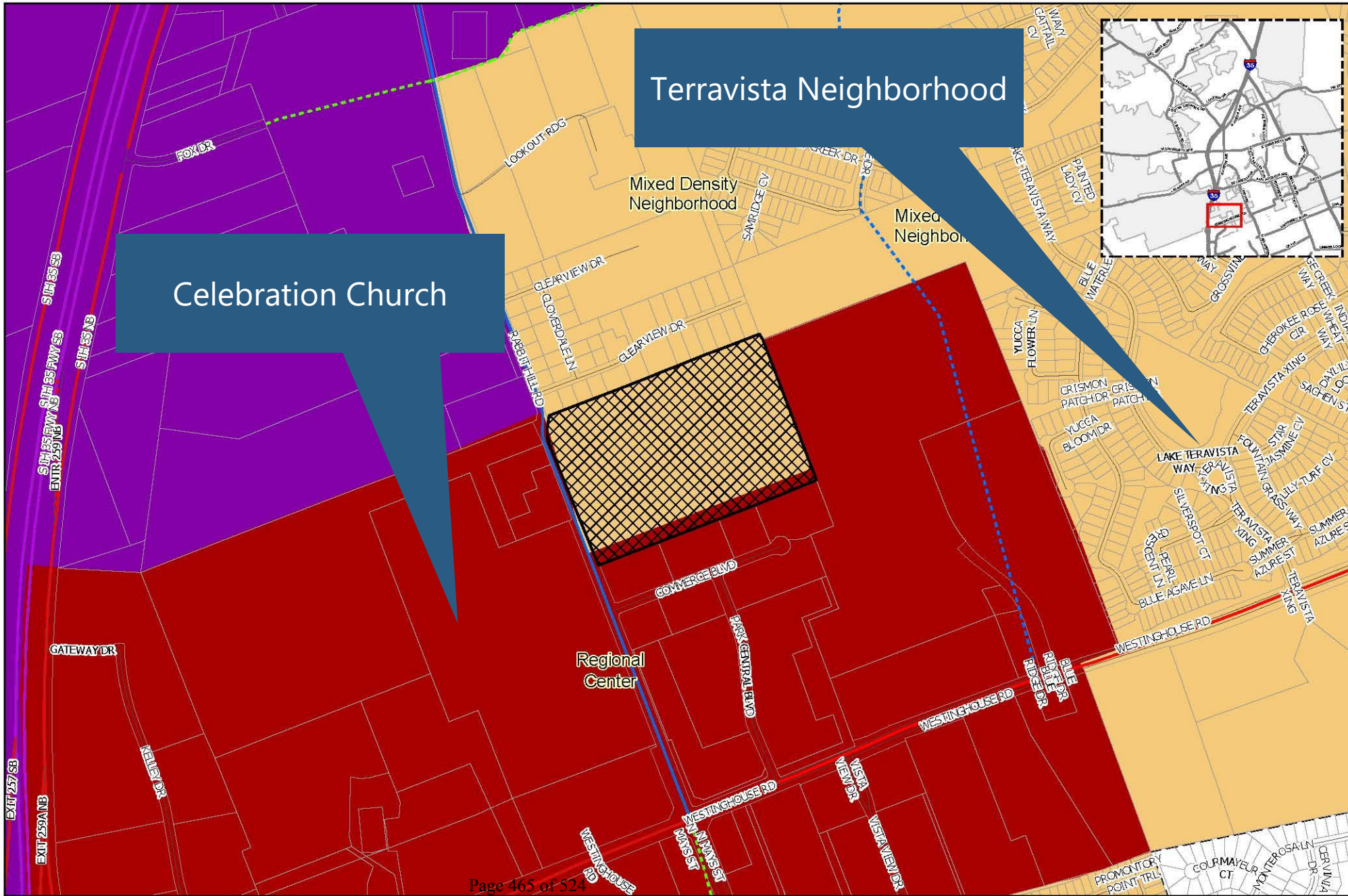


AERIAL

2020-10-ANX

-  Site
-  City Limits
-  Georgetown ETJ





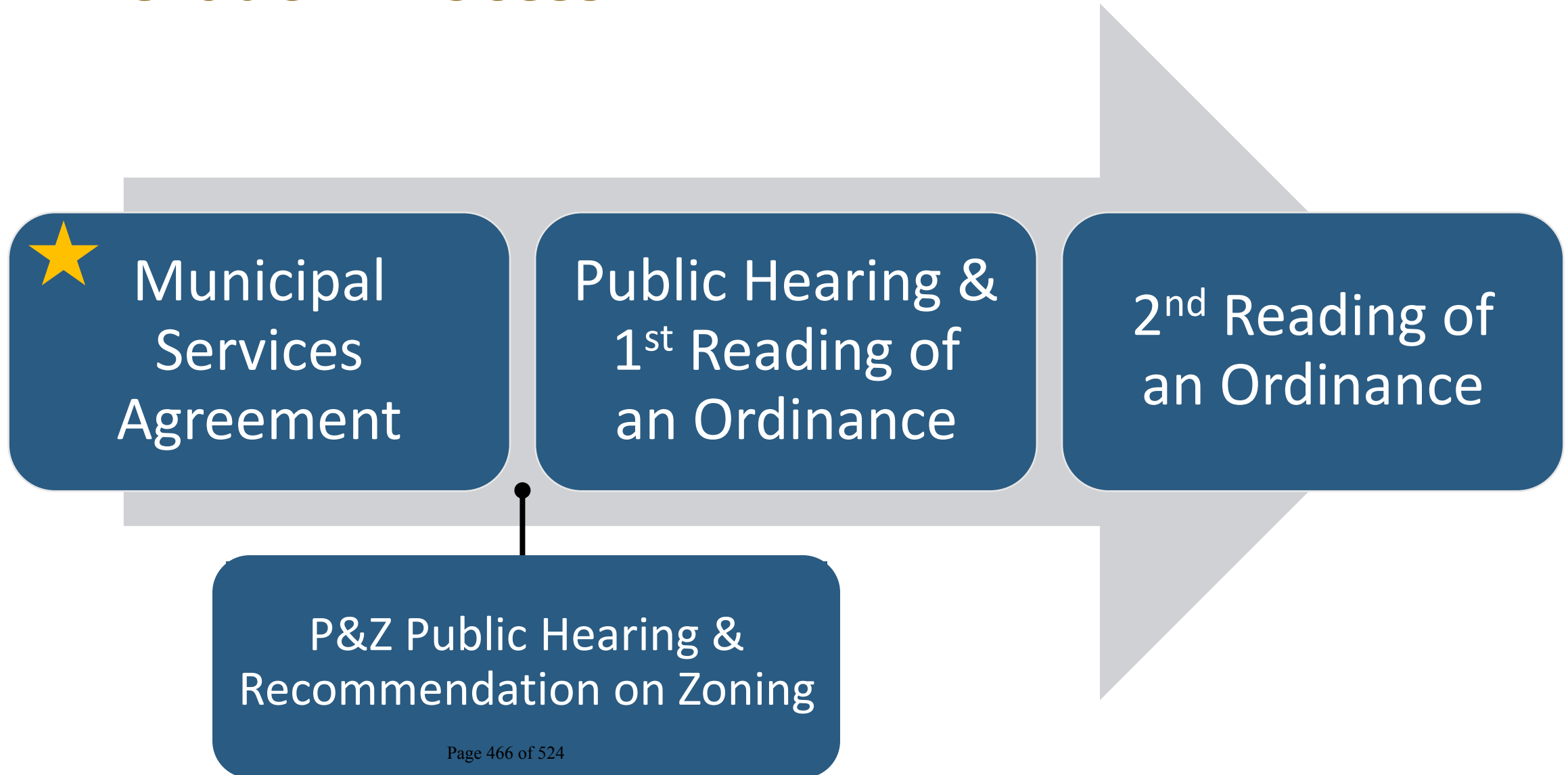
FUTURE LAND USE/ OVERALL TRANSPORTATION PLAN

2020-10-ANX
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



Annexation Process



Tentative Schedule

- ✓ 10/13/2020 – City Council Approves MSA- TONIGHT
- 11/3/2020 – P&Z Public Hearing & Recommendation on Initial Zoning
- 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.

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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

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: _____

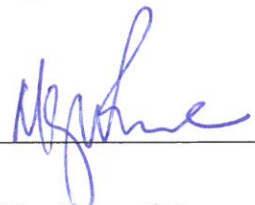
Notary Public, State of Texas

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

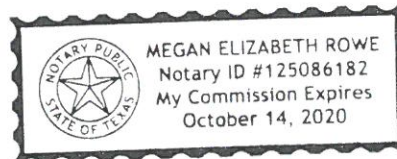
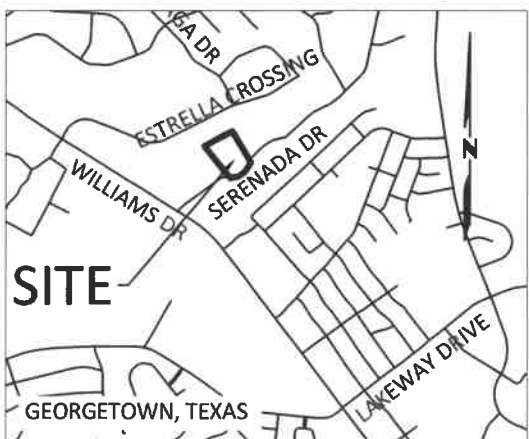
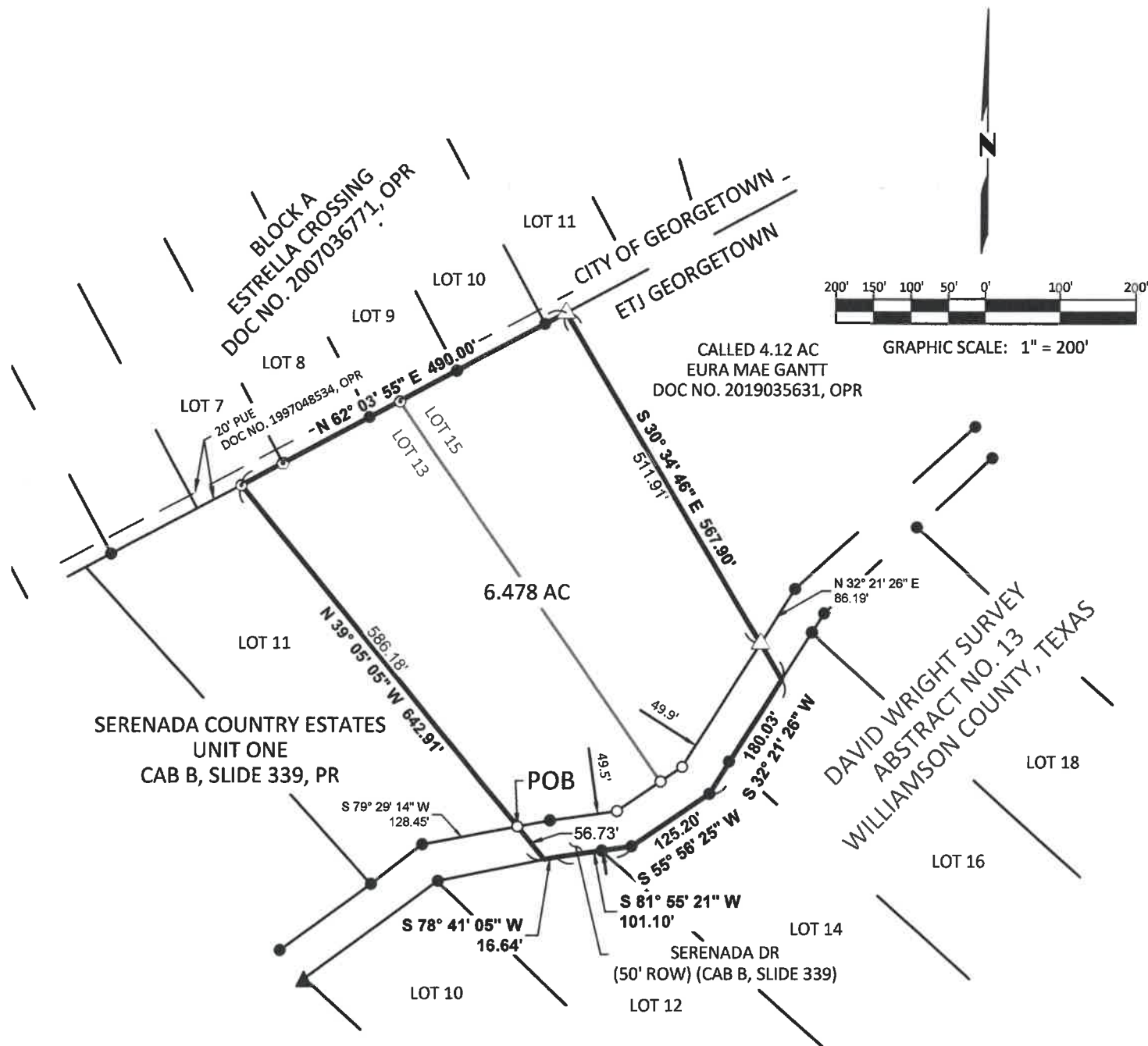


EXHIBIT A



**EXHIBIT FOR ANNEXATION
LOTS 13 AND 15
SARENADA COUNTRY ESTATES
UNIT ONE
DAVID WRIGHT SURVEY, A-13
WILLIAMSON COUNTY, TEXAS**

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE		GEORGETOWN, TX 78626	
APR/20 512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700	WEB	STEGEBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS			

DATE 08/03/2020 JOB NO. 22732

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;

Mds
08/03/2020

STEGER  BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

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.

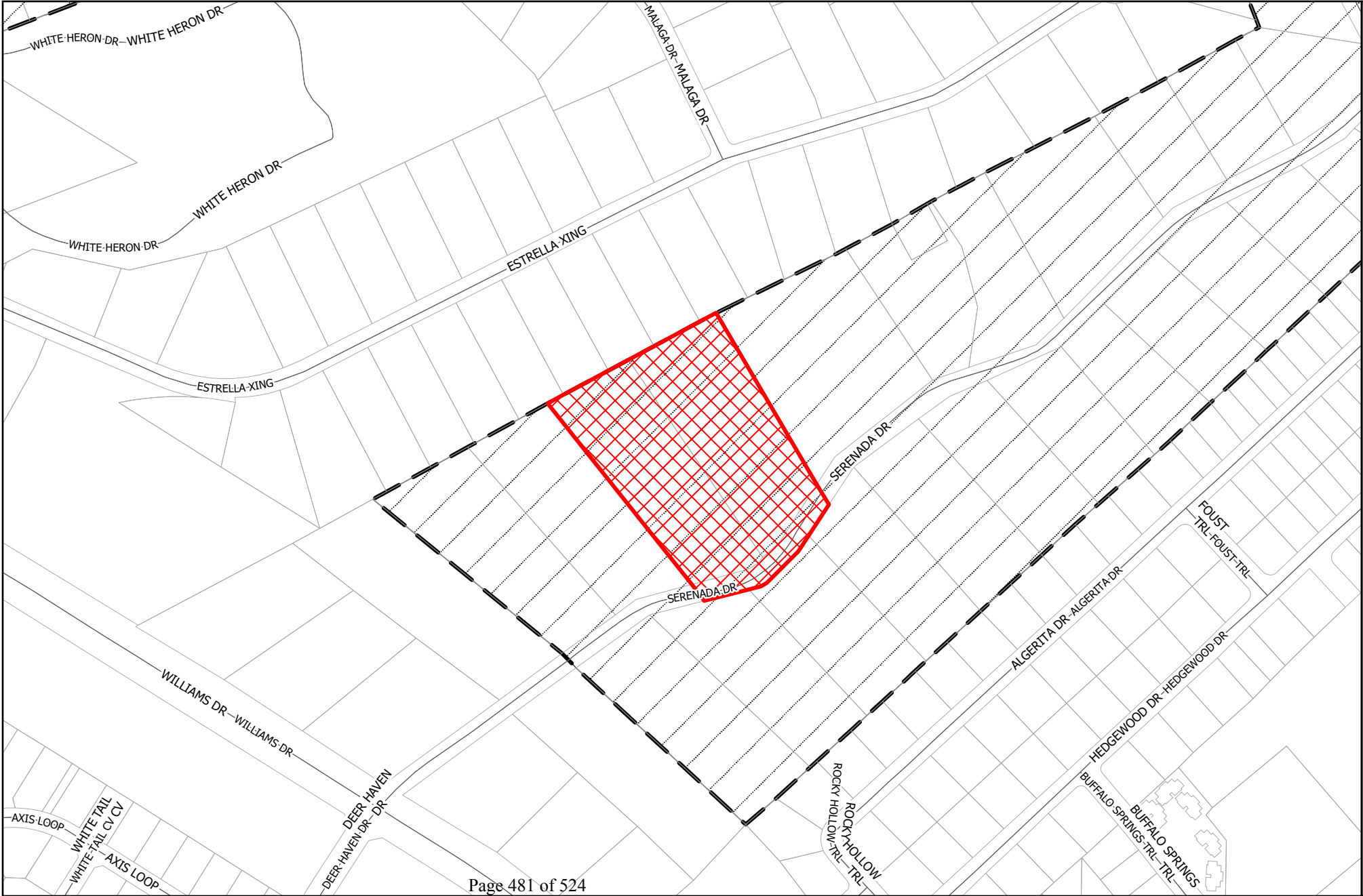


Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

P:\22000-22999\22732-Serenada Plat\Survey Data\Descriptions\22732-m&b for annexation.docx

STEGER  BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

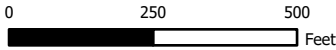


LOCATION

2020-8-ANX

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



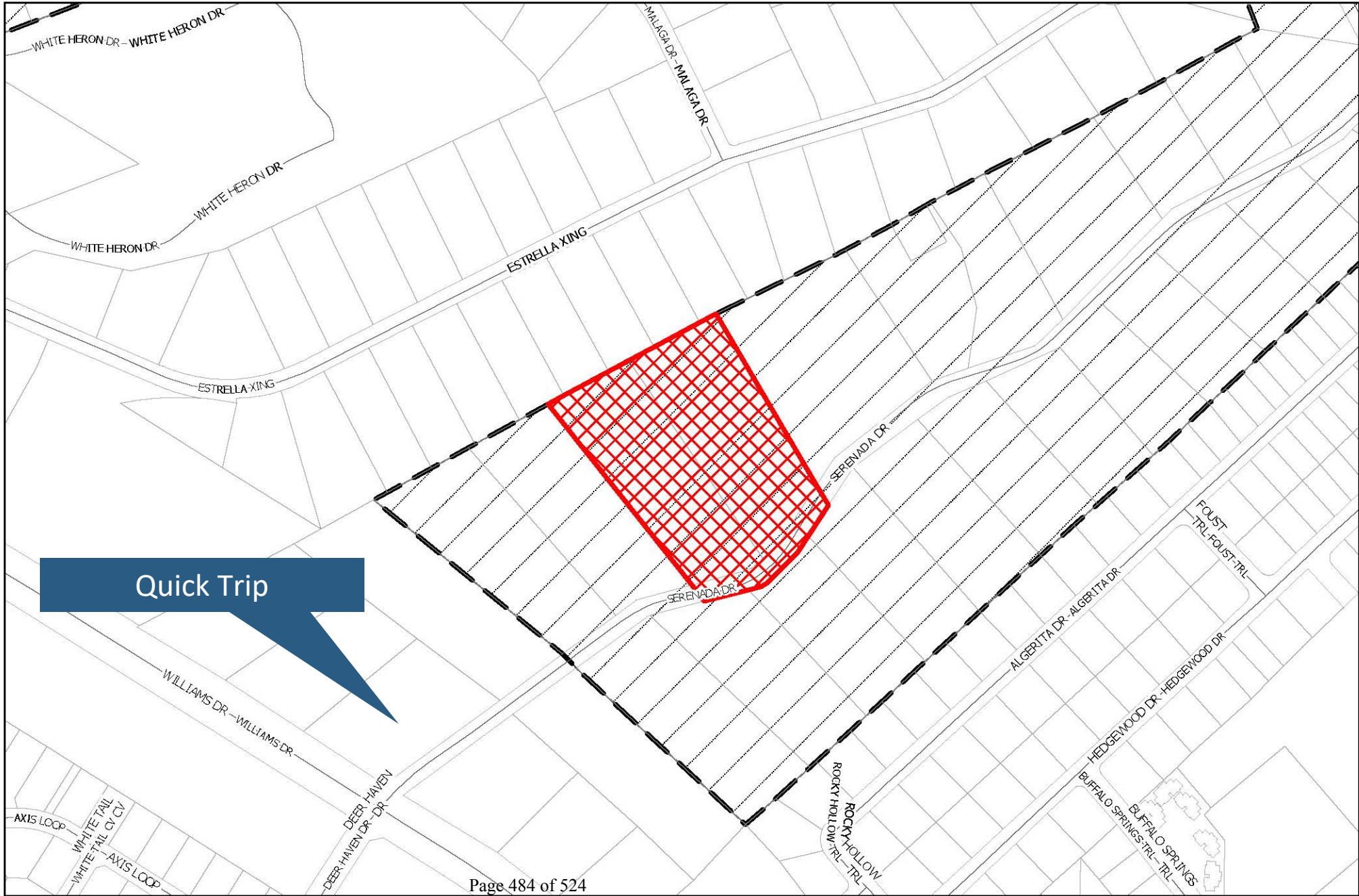
Lots 13 and 15 Serenada Country Estates Unit One 2020-8-ANX

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



LOCATION

2020-8-ANX

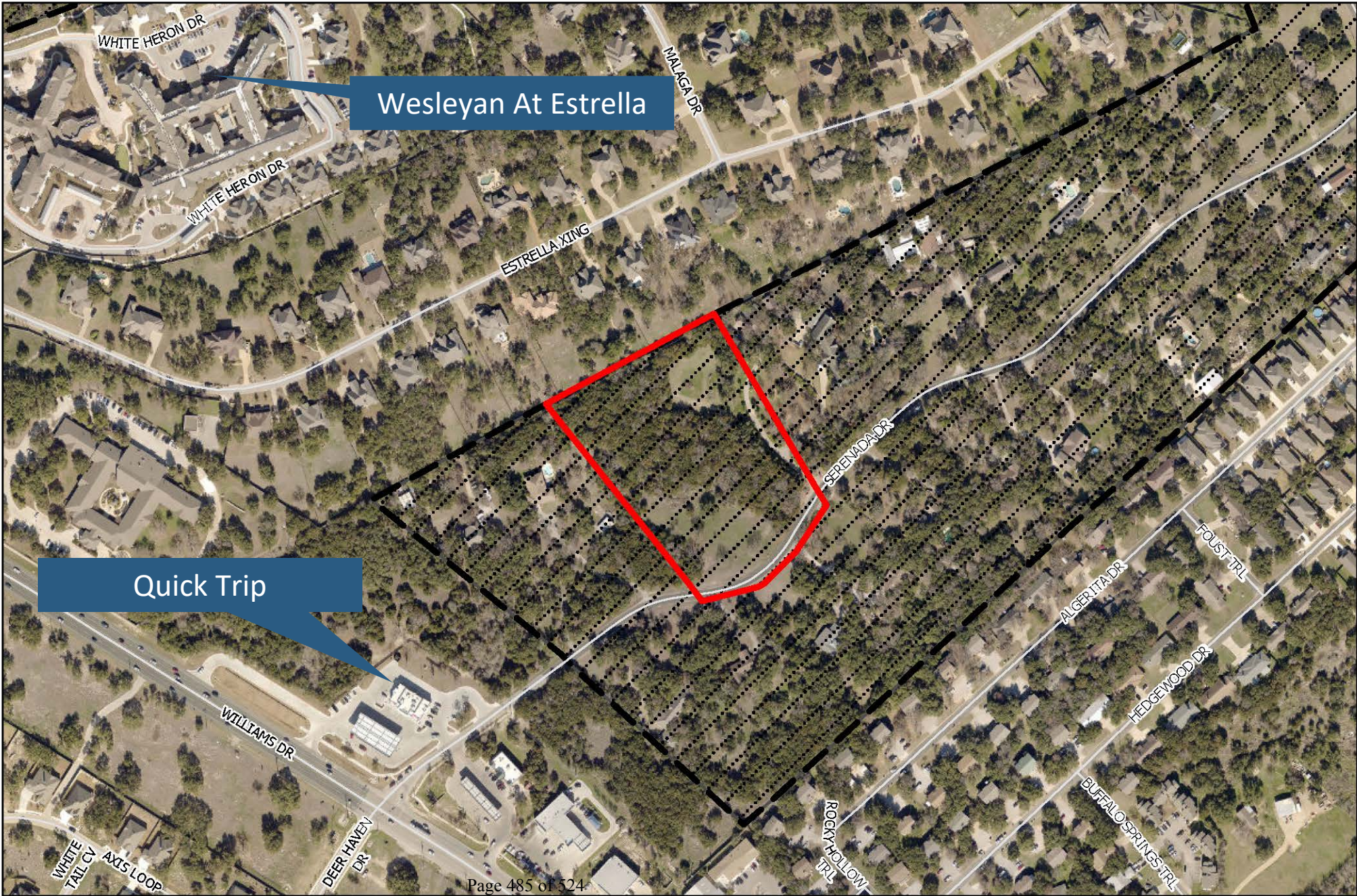
Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ

N



0 250 500 Feet



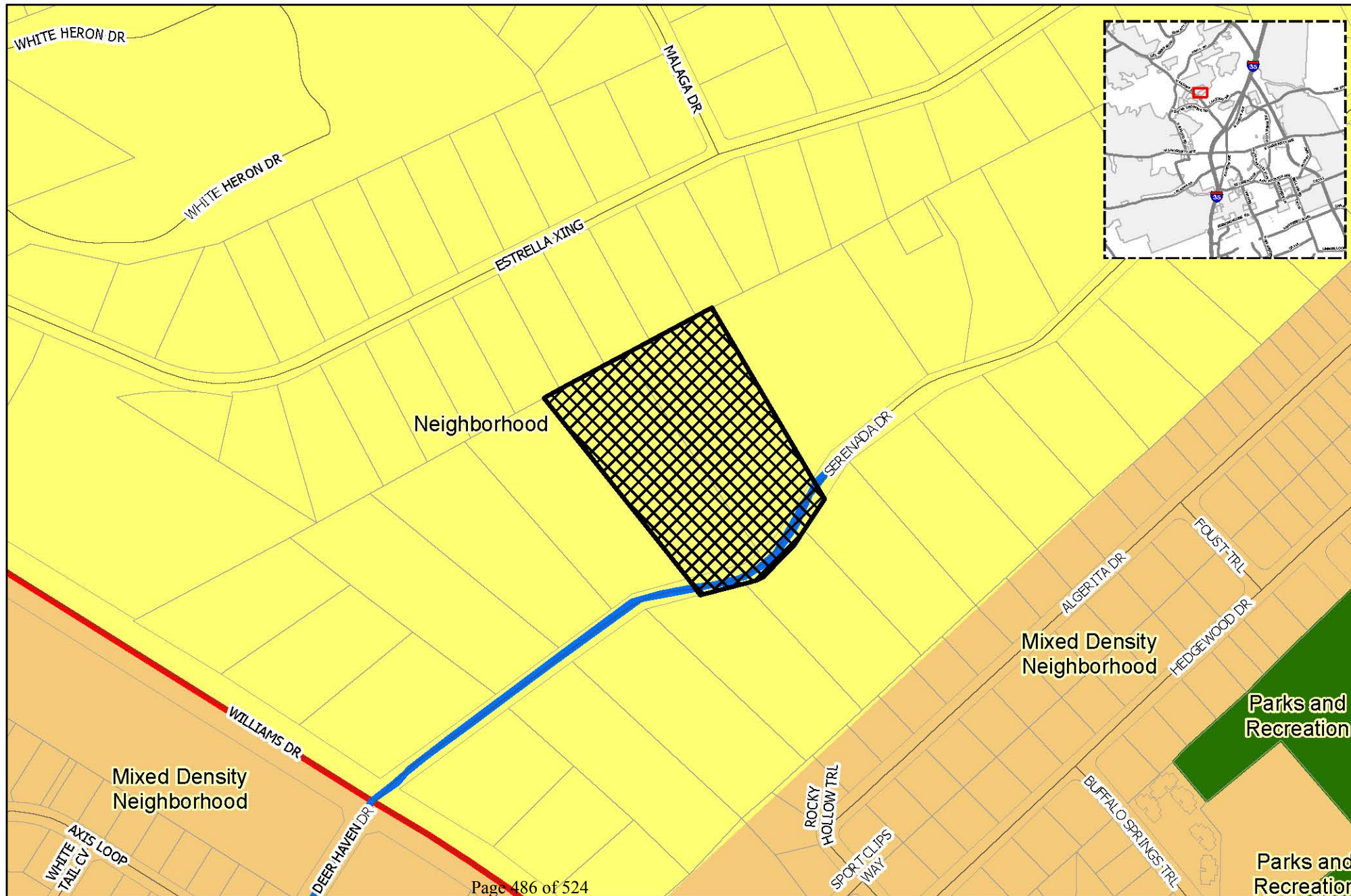
AERIAL

2020-8-ANX

-  Site
-  City Limits
-  Georgetown ETJ

N





FUTURE LAND USE/ OVERALL TRANSPORTATION PLAN

2020-8-ANX

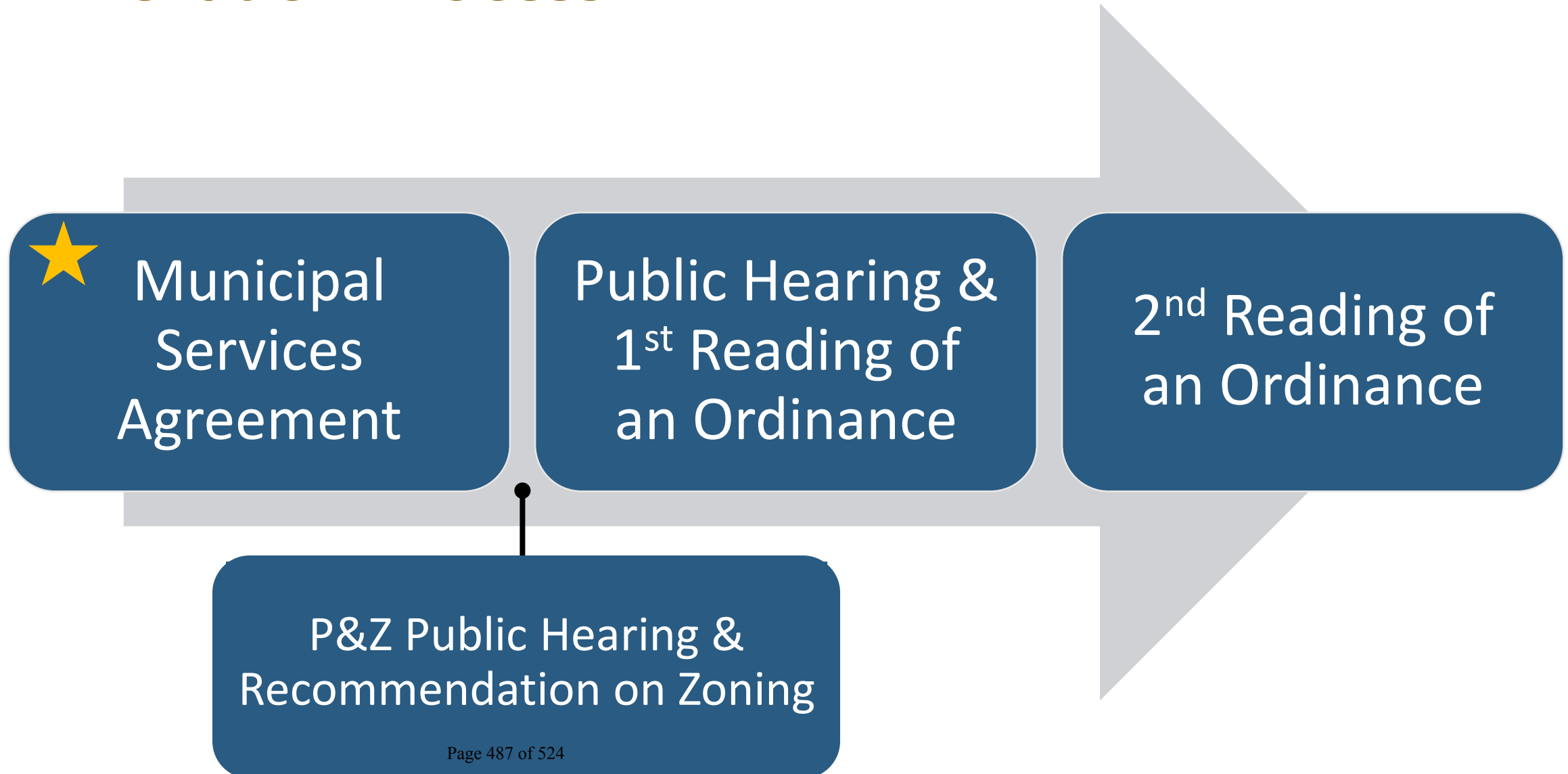
Exhibit #2

- Site
- Parcels
- ▬ City Limits
- ▬ Georgetown ETJ
- Future Land Use**
 - Community Center
 - Employment Center
 - Institutional
 - Mining
 - Mixed Density Neighborhood
 - Neighborhood
 - Open Space
 - Parks and Recreation
 - Regional Center
 - Rural Residential
 - Special Area
- Thoroughfare**
 - Existing Freeway
 - Existing Major Arterial
 - Existing Minor Arterial
 - Existing Collector
 - Proposed Freeway
 - Proposed Major Arterial
 - Proposed Minor Arterial
 - Proposed Collector
 - Proposed Rail

0 150 300
Feet



Annexation Process



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

City of Georgetown, Texas
City Council Regular Meeting
October 13, 2020

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



KEMPNER WATER SUPPLY CORP.
PO Box 103
KEMPNER, TEXAS 76539
PHONE: 512-932-3701 / 254-547-9430
FAX: 512 - 932-2546



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.

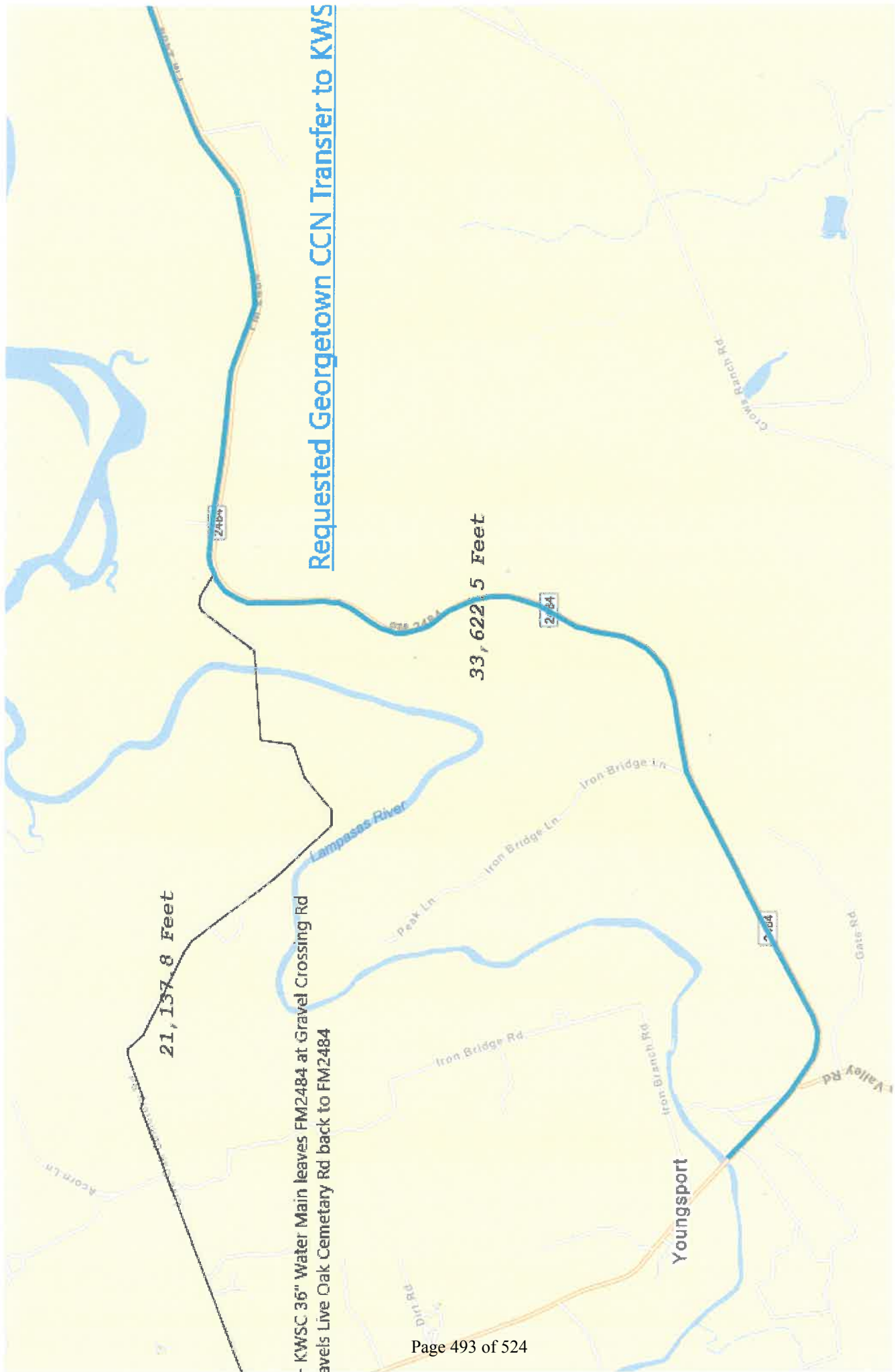
The proposed service area is within the City of Georgetown's water CCN area and I have been told that the City does not have water facilities in the area. Kempner Water Supply Corporation does have the means to provide water service to the customers residing in the area. The transfer would be mutually 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,

Delores Coberley, General Manager

ENC: Map of the City of Georgetown CCN along FM 2484 (approximately 6.3 miles).




Requested Georgetown CCN Transfer to KWS

- KWSC 36" Water Main leaves FM2484 at Gravel Crossing Rd
and follows Live Oak Cemetery Rd back to FM2484

KEMPNER/GEORGETOWN CCN TRANSFER AREA



 Area CCN's
 Transfer Area 7617.60 Acres



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



275 W Campbell Road
Suite 440
Richardson, TX 75080
Phone: (972) 680-2000

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.

Ms. Delores Coberley

September 14, 2020

Page 2

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.

Ms. Delores Coberley
September 14, 2020
Page 3

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:

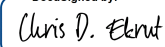
Based upon our analysis, as governed by TWC §13.254(g), it is our opinion that the compensation necessary for decertification of the subject area is zero dollars (\$0.00). However, the City is due appropriate compensation for prudent, relevant legal fees incurred as discussed above.

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,

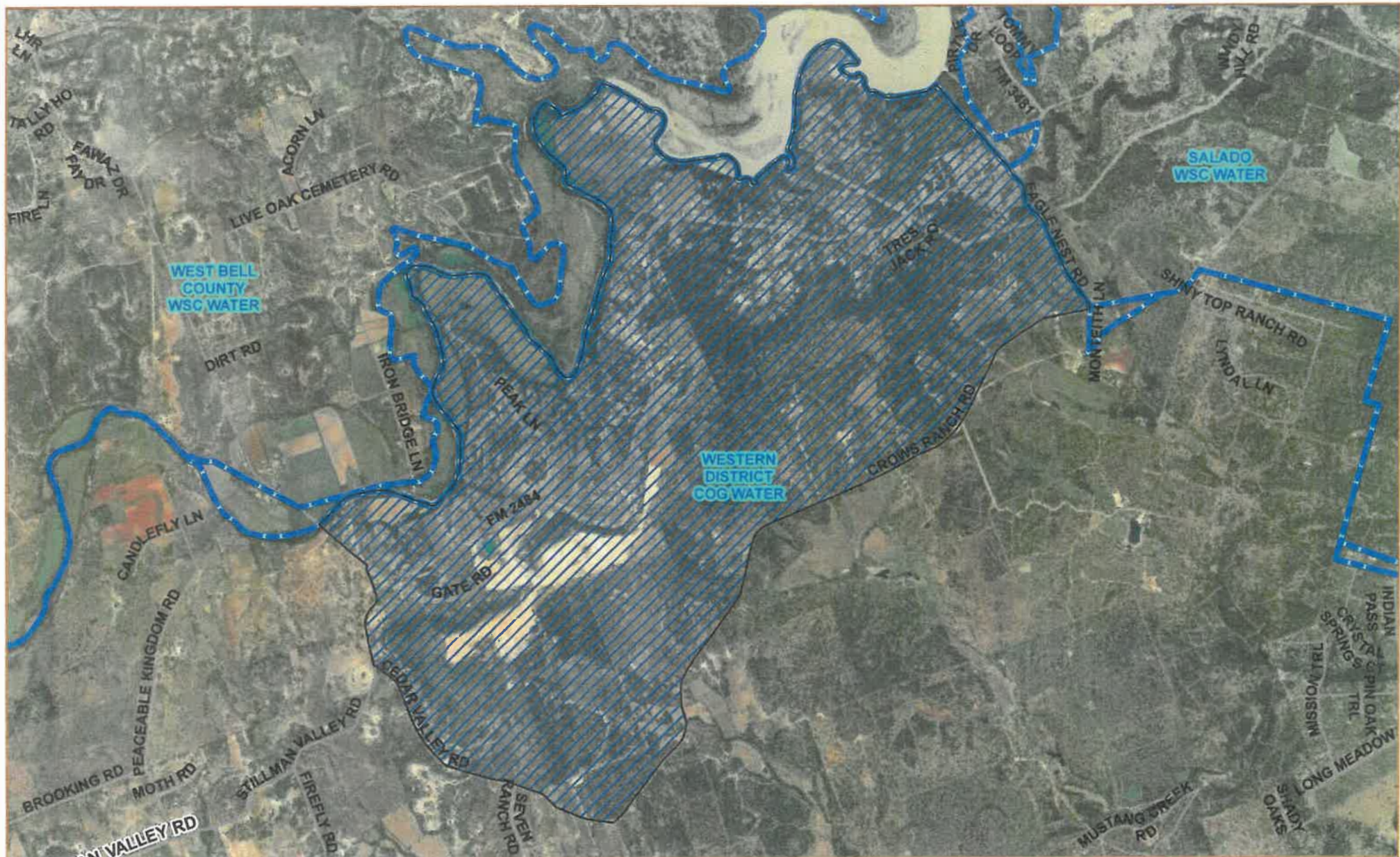
NewGen Strategies and Solutions, LLC

DocuSigned by:


Chris Ekrut

Chief Financial Officer

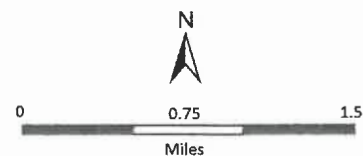
KEMPNER/GEORGETOWN CCN TRANSFER AREA



Georgetown CCN

Transfer Area 7617.60 Acres

Page 498 of 524



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

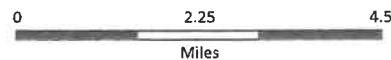
Over

KEMPNER/GEORGETOWN CCN TRANSFER AREA



Area CCN's

Transfer Area 7617.60 Acres



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

**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 Kempner 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@dtgrglaw.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:

Robyn Densmore
Title: City Secretary

By: _____
Printed Name: _____
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

KEMPNER/GEORGETOWN CCN TRANSFER AREA



 Area CCN's
 Transfer Area 7617.60 Acres



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

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

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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.

By: _____
Glenn Dishong, Director of Water Utilities, City
of Georgetown, 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

COUNTY OF WILLIAMSON §

By: _____
Robyn Densmore, City Secretary, City of
Georgetown, Texas

COUNTY OF WILLIAMSON §

(seal)

Notary Public, State of Texas

[INSERT GEORGETOWN CITY COUNCIL MINUTES]

[illegible]

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

[INSERT KEMPNER WSC BOARD MINUTES]

Water CCN Transfer

City Council Meeting Oct 27, 2020

Prior Council Feedback Provided

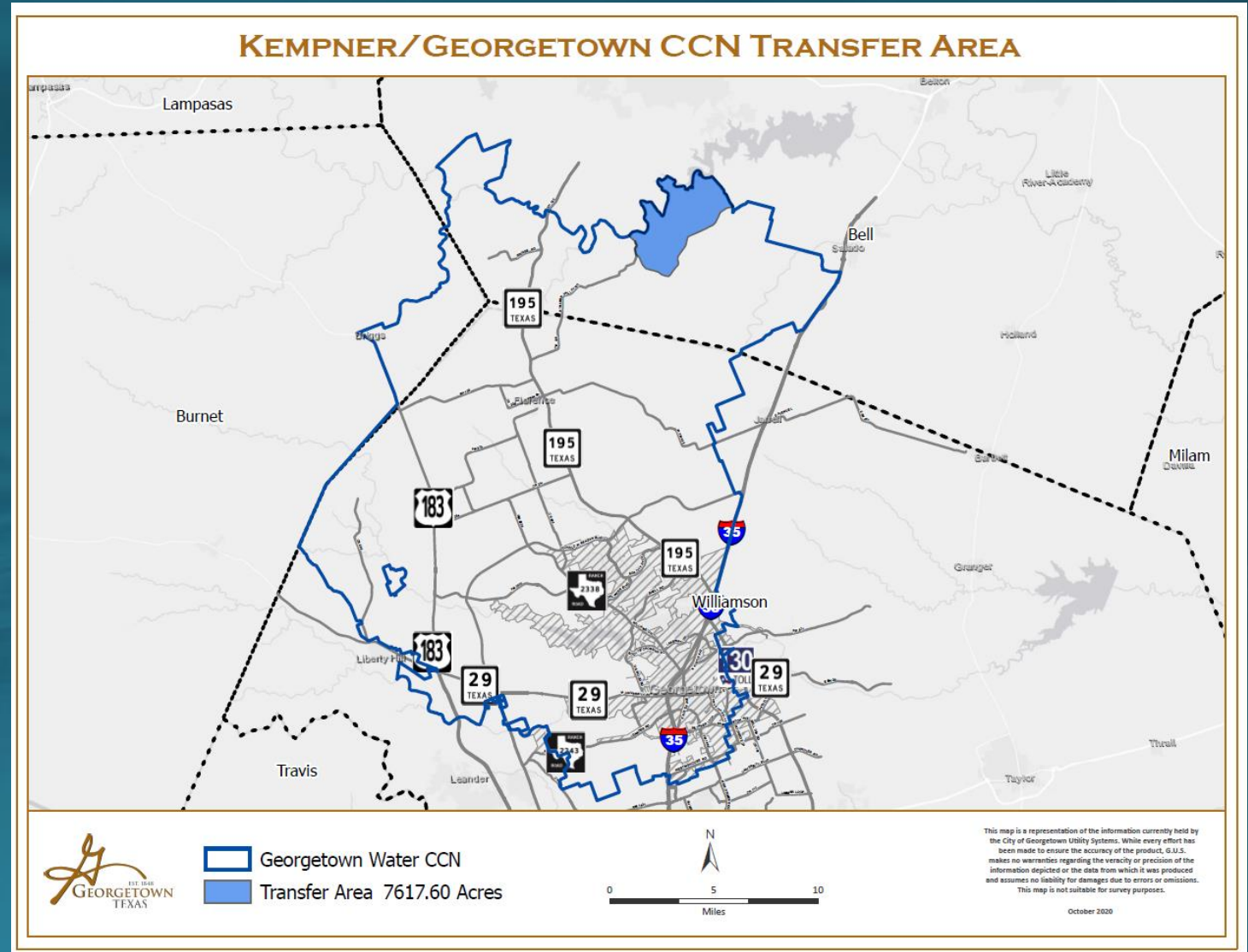
- At June 9th Council Meeting, staff was directed to move forward with the potential CCN transfer responsive to the following requests
 - Liberty Hill
 - Kempner WSC
 - Jarrell-Schwertner WSC

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

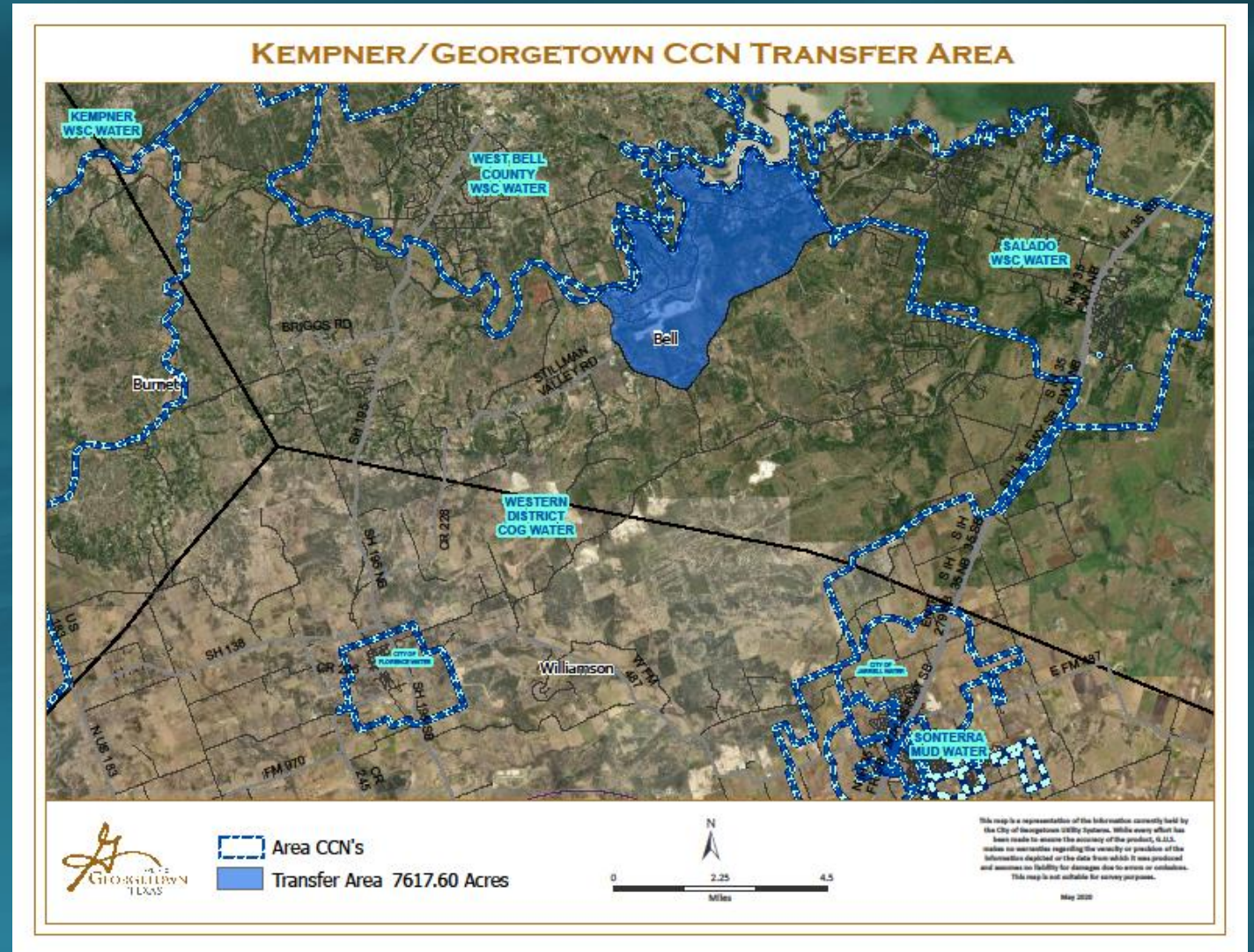
Deal Points

- 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
 - 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



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