

Notice of Meeting of the Governing Body of the City of Georgetown, Texas March 24, 2020

The Georgetown City Council will meet on March 24, 2020 at 6:00 PM at

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr. Street, Georgetown, TX 78626 for additional information; TTY users route through Relay Texas at 711.

This Revised Agenda is posted as an Emergency Amendment to the Agenda pursuant to Texas Government Code Section 551.045 as a result of the National, State and Local Disaster Declarations related to the ongoing public health emergency caused by COVID-19 and in anticipation of potential restrictions on public meetings because of the potential additional local orders for public health and safety.

Regular Meeting will convene at 6:00 p.m. March 24, 2020 via videoconference <https://government.georgetown.org/gtv/?tab=live>.

City of Georgetown City Council Meeting March 24, 2020

Public comment will be allowed via telephone; no in-person input will be allowed. All speakers must register in advance by no later than 5:45 on March 24, 2020 for the Workshop Meeting items. All public comment will occur at the beginning of each meeting, at approximately 6:00 - 6:30 p.m. for the Regular Meeting.

To speak remotely or provide written comments on an item at the March 24, 2020 Council Meeting, residents must:

- **Submit an email to cs@georgetown.org**
 - **Council Meeting Date and Agenda Item**
 - **Name**
 - **Telephone Number**
 - **Written Comments or indication that you wish to speak remotely**
- **For those who indicate they wish to speak remotely, they will receive a telephone call at the time indicated above. Speakers will be called in order**

of agenda items, and receipt of their email. Each speaker will have no more than three minutes to speak.

•For those who provide written comments, their comments will be read by the City Secretary or other City staff for each agenda item.

•The meeting will be available for viewing at this link:

<https://government.georgetown.org/gtv/?tab=live>.

Regular Session

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

A Call to Order

Invocation

Pledge of Allegiance

Comments from the Mayor

City Council Regional Board Reports

Announcements

Action from Executive Session

Statutory Consent Agenda

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

- B Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on Tuesday, March 10, 2020 -- Robyn Densmore, City Secretary
- C Consideration and possible action to approve the **purchase of emergency medical supplies** from **McKesson Medical** using the National IPA Master Intergovernmental Cooperative **Purchasing Agreement Contract #18-00-ILA** at a cost not to exceed **\$75,000.00** for the remainder of **fiscal year 2019-2020** -- John Sullivan, Fire Chief
- D Consideration and possible action to approve the **purchase of emergency medical supplies** from **Bound Tree** using the **Buy Board Contract #530-17** at a cost not to exceed **\$100,000.00** for the remainder of the **fiscal year 2019-2020** -- John Sullivan, Fire Chief
- E Consideration and possible action to approve an **amendment** to the **Emergency Medical Transport Billing and Collection Services agreement**, with **Emergicon**, to include **cost recovery** through the **Texas Ambulance Supplemental Payment Program (TASPP)** -- John Sullivan, Fire Chief
- F Consideration and possible action to approve a **Task Order for Professional Services** with **Covey Landscape Architecture** in Georgetown, Texas in the amount of **\$26,960.00** for the **Georgetown City Center, Site Design** and a Task Order for Professional Services with Covey Landscape Architecture in Georgetown, Texas in the amount of **\$28,800.00** for the **Georgetown City Center, Phase 1** -- Eric Johnson, Facilities Director
- G Consideration and possible action to **release and abandon a 20' waterline easement** situated in the David Wright Survey, Abstract No. 13, to **Wesleyan Homes, Inc.**, and to authorize the Mayor to execute all documents necessary to complete the abandonment – Odalis C. Suarez, Real Estate Services Coordinator

- H **Forwarded from Georgetown Transportation Advisory Board (GTAB):**
Consideration and possible action to approve **Change Order #1** to **CHASCO Constructors Ltd., LLP** for **utility relocates** associated with **FM 971** and **Northwest Blvd. Improvements** in the amount of **\$577,907.00** -- Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager
- I **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**
Consideration and possible action to approve **Task Order Amendment KPA-15-003-A2** with **Kasberg, Patrick & Associates, LP** of Georgetown, Texas, for **professional services** related to the **Shell Road Waterline Improvements** in the amount of **\$84,855.00** -- Wesley Wright, P.E., Systems Engineering Director
- J **Forwarded from Georgetown Utility Advisory Board (GUS):**
Consideration and possible action to approve **Task Order KPA-20-006** with **Kasberg, Patrick & Associates, LP** of Georgetown Texas for the **design, bid** and **construction** services for the **Southwest Bypass Waterline project** in the amount of **\$206,630.00** -- Wesley Wright, P.E., Systems Engineering Director
- K **Forwarded from Georgetown Transportation Advisory Board (GTAB):**
Consideration and possible action to **reject all proposals** for **RFP 201931** for **Airport Fuels Rates Analysis** -- Joseph A. Carney, C.M. Airport Manager and Ray Miller, Director of Public Works
- L **Forwarded from Georgetown Transportation Advisory Board (GTAB):**
Consideration and possible action to **reject all bids** for **RFP #201932** for **Market Analysis and Related Services** -- Joseph A. Carney, C.M. Airport Manager, and Ray Miller, Director Public Works

Legislative Regular Agenda

- M Consideration and possible action to approve a Resolution ordering the postponement of the May 2, 2020 General Election to November 3, 2020 -- Robyn Densmore, TRMC, City Secretary
- N Consideration and possible approval to purchase laptop computers, monitors, and docking stations from Dell Inc. for an amount not to exceed \$233,447.00 -- Chris Bryce, Director, Information Technology
- O Consideration and possible action to approve a **Municipal Services Agreement** with **3701 SH29 LLC**, for the provision of municipal services to an approximately **20.26-acre** tract of land out of the Isaac Donagan Survey, Abstract No. 178, generally located at **3701 W SH 29** -- Sofia Nelson, CNU-A, Planning Director
- P Consideration and possible action to approve a Resolution recommending initiation of an **Executive Amendment** to the Unified Development Code (UDC) relative to requiring a **Utility Services Availability Letter** for **subdivision** and **site development plan applications** -- Sofia Nelson, CNU-A, Planning Director
- Q **Public Hearing** and possible action on a **proposed determination** of **no feasible or prudent alternative** to the use of a portion of **public parkland**, being a portion of **San Gabriel Park**, located **along Lower Park Rd.**, for the **expansion** of an **existing lift station** -- Travis Baird, Real Estate Services Manager
- R **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**
Consideration and possible action to approve an **inter-local contract** between the **City of Round Rock** and the **City of Georgetown** for **water resource** and **treatment services** for the period from **2020 through 2029** with **estimated costs** for the **current fiscal year** of **\$197,240.00** -- Glenn W. Dishong, Director Water Utilities and Chelsea Solomon, Control Center Manager
- S **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**
Consideration and possible action to approve **Task Order CDM-20-007** with **CDM Smith, Inc.** of Austin, Texas, for **professional services** related to **Parkside Water Supply, Hoover Pump Station** and **Elevated Storage Tank**, and **Tank demolition** in the amount of **\$2,044,075.00** -- Wesley Wright, P.E., Systems Engineering Director

- T **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**
Consideration and possible action to approve **Task Order CDM-20-009** with **CDM Smith**, of Austin, Texas, for **professional services** related to the **South Lake Water Treatment Plant** and **1178 Transmission Main** in the amount of **\$7,201,000.00** -- Wesley Wright, P.E., Systems Engineering Director
- U **Second Reading** of an Ordinance of the City Council of the City of Georgetown, Texas **amending Chapter 14.20** of the Code of Ordinances relating to the **term** and **cash considerations** of the **Pedernales Electric Cooperative, Inc. franchise**; repealing conflicting ordinances and resolutions; including a severability clause; and declaring an effective date -- Bridget Hinze Weber, Assistant to the City Manager
- V **Second Reading** of an Ordinance **adopting Chapter 8.40** of the Code of Ordinances relating to establishing **minimum standards** of care for **youth recreation programs** -- Kimberly Garrett, Parks and Recreation Director
- W **Second Reading** of an Ordinance of the City Council of the City of Georgetown, Texas, **amending Section 10.12.090** of the Code of Ordinances of the City of Georgetown, related to **speed limits** on City streets, **adding a 40 Mile Per Hour Zone** to **DB Wood Road** and **Wolf Ranch Parkway**; **adding a 55 Mile Per Hour Zone** on **Southwest Bypass Road**; **adding a 50 Mile Per Hour Zone** on **Southwest Bypass Road** from RM 2243 southeasterly to the southbound Frontage Road of IH-35 -- Wesley Wright, PE, Systems Engineering Director

Public Wishing to Address Council

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

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

X 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.

- Y **Sec. 551.071: Consultation with Attorney**
Advice from attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items
- PEC Franchise
 - Atmos Franchise
 - Litigation Update
 - Bond Counsel
 - Proposed settlement in *The City of Georgetown, Texas v. Christopher G. Secard, et al.*
- Sec. 551.086: Certain Public Power Utilities: Competitive Matters**
- Purchase Power Update
 - Substation CIP
- Sec. 551.087: Deliberations Regarding Economic Development Negotiations**

- Project Linen
- Project Davy

Sec. 551:074: Personnel Matters

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

- City Attorney
- City Manager

Adjournment

Certificate of Posting

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public as required by law, on the _____ day of _____, 2020, at _____, and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Robyn Densmore, City Secretary

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on Tuesday, March 10, 2020 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Robyn Densmore, City Secretary

ATTACHMENTS:

CC Reg Minutes 03.10.2020

CC Workshop Minutes 03.10.2020

**Notice of a Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, March 10, 2020**

The Georgetown City Council will meet on Tuesday, March 10, 2020 at 6:00 PM at the Council Chambers at 510 West 9th St., Georgetown, Texas.

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Mayor Ross called the meeting to order at 6:15 p.m. The following Council Members were in attendance: Mayor Dale Ross; Mary Calixtro, Council Member District 1; Valerie Nicholson, Council Member District 2; Mike Triggs, Council Member District 3; Kevin Pitts, Council Member District 5; and Rachael Jonrowe, Council Member District 6; and Tommy Gonzalez, Council Member District. The following Council Members were absent: Steve Fought, Council Member District 4.

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

Ernest Jones with Main Street Baptist Church led the invocation.

Pledge of Allegiance

Council Member Calixtro led both pledges.

Comments from the Mayor

- National Nutrition Month Proclamation
- National Registered Dietician Day Proclamation

City Council Regional Board Reports

- Mayor and Chief Nero visited wounded Police officers.
- CAMPO met and mostly discussed policy.

Announcements

- Pop into Spring Teen Party – Friday, March 13th
- Rescue at the Ranch – Tuesday, March 17th
- Stargazing at Garey Park – Thursday, March 19th

Action from Executive Session

Motion by Nicholson to approve a 3% merit and 3% market increase(s) in Robyn Densmore's annual salary as City Secretary effective May 11, 2020, second by Pitts.

Approved 6-0 (Fought absent).

Statutory Consent Agenda

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

- B. Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on February 25, 2020 -- Robyn Densmore, City Secretary
- C. Consideration and possible action to **appoint Sidney Struss** to the **Library Advisory Board** to **fill a vacancy** -- Mayor Dale Ross
- D. Consideration and possible action to approve a **service agreement** with **Texas State University** related to the **biennial Citizen Survey** -- Jackson Daly, Community Services Director
- E. Consideration and possible action to approve participation in the **Regional 2021 AFG Grant from FEMA** -- John Sullivan, Fire Chief
- F. **Forwarded from Parks and Recreation Advisory Board:**
Consideration and possible action to approve a **Facility Use Agreement** with the **Georgetown Youth Girls Softball Association** -- Kimberly Garrett, Parks and Recreation Director
- G. **Forwarded from the General Government and Finance Advisory Board (GGAF):**
Consideration and possible action to approve **purchasing authority** for **fuel card services** and related products with **Fleetcor Technologies dba Fuelman** in amount not to exceed **\$875,000.00** -- Stan Hohman, Fleet Services Manager
- H. **Forwarded from the General Government and Finance Advisory Board (GGAF):**
Consideration and possible action to approve the issuance of a Purchase Order for **utility bill printing** and **mailing services through February 21, 2021** to **Dataprose LLC** pursuant to a

piggyback clause in an **agreement** with the **City of Plano** at an **annual cost** of **\$288,960.00** -- Leticia Zavala, Customer Care Director

- I. Consideration and possible action to approve an **Interlocal Agreement** with the **Texas Department of Public Safety** regarding the **Failure to Appear Program** -- David Van Raalte, Municipal Court Administrator
- J. Consideration and possible action to approve a **Licensing Agreement** for **Communications Attachments to Utility Facilities** with **CenturyLink Communications LLC** -- Daniel Bethapudi, General Manager of the Electric Utility
- K. Consideration and possible action to approve a Resolution **releasing** and **abandoning** a **portion** of a **20' utility easement** to **H4WR Phase 4, LLC**, out of Lot 17, Block C, **Replat of Wolf Ranch Phase 4a**; and to authorize the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager
- L. Consideration and possible action to authorize the Mayor to execute the **Replat** of the Replat of **Wolf Ranch West**, Section 4a on behalf of the City of Georgetown as owner of Lot 1, Block E, Replat of Wolf Ranch West, Section 4a -- Travis Baird, Real Estate Services Manager
- M. Consideration and possible action to accept a **0.050 acre** tract of land out the David Wright Survey, to be **granted to the City of Georgetown by H4WR Phase 3A, LLC**; and to authorize the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager
- N. Consideration and possible action to authorize the Mayor to execute the **Final Plat of Wolf Ranch West**, Section 3, Phase 1, on behalf of the City of Georgetown as owner of a **0.147 acre** tract out of and a part of the Orville Perry Survey -- Travis Baird, Real Estate Services Manager
- O. Consideration and possible action to authorize the Mayor to execute the **Partial Vacation** of the **Replat of Wolf Ranch West**, Section 4a, across all of those lots as described in the application for vacation to the City in 2020-1-VAC, 4a on behalf of the City of Georgetown as owner of a portion of Lot 1, Block E Replat of Wolf Ranch West, Section 4a -- Travis Baird, Real Estate Services Manager
- P. Consideration and possible action to approve a Resolution granting a **license to encroach** for placement of **landscaping improvements, irrigation** and a **sign monument** located in the right-of-way of **Lost Quarry Lane**, just north of the intersection of Lost Quarry Lane and Ranch Road 2243 to Edward H. Vale, Jr.; and to authorize the Director of Planning to execute that license -- Travis Baird, Real Estate Services Manager
- Q. Consideration and possible action to approve a Resolution granting a **license to encroach** for placement of a **private drainage pipe** from Lot 4, Block B of the Maravilla subdivision, underneath and across the right-of-way of **Maravilla Bluff Lane** to **Ashby Signature Homes**,

LLC, a Texas Limited Liability Company; and to authorize the Director of Planning to execute that license -- Travis Baird, Real Estate Services Manager

- R. Consideration and possible action to approve a Resolution granting a **Temporary Construction Easement to Main and 7th, LLC** for use during construction on the property at **101 E. 7th St.**; and, to authorize the City Manager to execute all necessary documents -- Travis Baird, Real Estate Services Manager

Motion by Pitts, second by Nicholson to approve entire consent agenda.

Approved 6-0 (Fought absent).

Legislative Regular Agenda

- S. **Public Hearing and First Reading** of an Ordinance **adopting Chapter 8.40** of the Code of Ordinances relating to **establishing minimum standards of care for youth recreation programs** -- Kimberly Garrett, Parks and Recreation Director

Garret read the agenda caption.

Public Hearing was opened and close at 6:28 p.m. as there were no speakers.

Garret explained that this is an annual adoption for agencies that provide child care services and is intended to protect children that participate in youth recreation programs. She added that is was unanimously approved by the Parks and Recreation Advisory Board at their February meeting.

Garret read the Ordinance caption.

Motion by Nicholson, second by Pitts.

Approved 6-0 (Fought absent).

- T. **First Reading** of an Ordinance of the City Council of the City of Georgetown, Texas, **amending Section 10.12.090** of the Code of Ordinances of the City of Georgetown, related to **speed limits** on City streets, **adding a 40 Mile Per Hour Zone** to **DB Wood Road** and **Wolf Ranch Parkway**; **adding a 55 Mile Per Hour Zone** on **Southwest Bypass Road**; **adding a 50 Mile Per Hour Zone** on **Southwest Bypass Road** from RM 2243 southeasterly to the southbound Frontage Road of IH-35 -- Wesley Wright, PE, Systems Engineering Director

Wright presented the item and explained that this ordinance is needed to make speed limits enforceable.

Wright read the caption.

Motion by Nicholson, second by Pitts.

Approved 6-0 (Fought absent).

- U. **First Reading** of an Ordinance **amending Chapter 13.04** related to **electric rates; adding Subsection F to Section 13.04.015** related to **low-income electric discount; amending the titles of Section 13.04.040 and 13.04.045; and repealing sections 13.04.095 and 13.04.100 related to contribution in aid of construction fees and electrical connect fees** -- Daniel Bethapudi, General Manager of the Electric Utility and Leticia Zavala, Customer Care Director

Zavala presented the item and noted that these changes were presented at a Workshop on February 25, 2020.

Zavala read the caption.

Motion by Nicholson, second by Calixtro.

Jonrowe asked who qualified for subsection F as a permanent resident. Zavala responded anyone in the City's service territory. She then noted that the verifies residence utilization of the noted State programs. Jonrowe asked what happens if the children in the home are permanent residents but the parents are not. Zavala responded that the adult would qualify for the letter verifying participation. Jonrowe asked if there was a State statute that requires using Medicaid as the metric for Section F. Zavala responded that Medicaid is what the State defines but there are other options. Jonrowe asked if the City could do something to use same income thresholds. Zavala responded that staff could look into it. Jonrowe stated that not everyone who could qualify will utilize Medicaid and that the State makes it difficult to stay on Medicaid.

Pitts asked if there is any issue with staff making those determinations. Zavala responded that she will research. Mayor Ross stated that staff can bring back findings before second reading. Charlie McNabb, City Attorney, stated that some cities do something similar in their development program. He added that the information protected is under the Public Information Act. Jonrowe stated that she will work with staff before second reading to make an amendment. Jonrowe then noted that she will vote against the item because she does not like that provision.

Approved 5-1 (Jonrowe against and Fought absent).

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

Acceptance of the **independent audit** of all accounts of the City reported in the **Comprehensive Annual Financial Report (CAFR)** for the **fiscal year ended September 30, 2019** -- Elaine S. Wilson, Controller

Leigh Wallace, Finance Director presented on behalf of Wilson who was not available. She noted that this is an action item from an item that was presented at the 3:00 p.m. Workshop meeting.

Wallace read the caption.

Motion by Nicholson, second by Pitts.

Approved 6-0.

W. Consideration and possible action to approve a request from the Georgetown Garden Club to waive the rental fee for the Community Center with regard to the Arbor Day Celebration and Flower Show in the Community Center and Sunken Garden on May 11, 2020 -- David Morgan, City Manager

Morgan presented the item and noted that staff is working on an item for a future Council item that will address handling these types of requests administratively without requiring Council approval.

Morgan read the caption

Motion by Nicholson, second by Jonrowe.

Mayor Ross asked what the associated dollar amount was for the request. Morgan responded an estimate of \$600.00.

Approved 6-0 (Fought absent).

X. Consideration and possible action to accept or reject a waterline easement across a 0.92 acre tract of land situated in the Richard West Survey, Abstract 643, Williamson County, Texas -- Travis Baird, Real Estate Services Manager

Baird presented the item and noted the line feeds Liberty Hill ISD. He added that Council has seen this item before and this is to reinstate the easement. Baird stated that staff recommends accepting the easement.

Motion by Nicholson to accept the easement, second by Pitts.

Approved 6-0 (Fought absent).

- Y. **Second Reading** of an Ordinance **amending Section 10.16.035** of the Code of Ordinances relating to **“No parking in Right-of-Way Except by Permit-Tow-Away Zone”** along certain portions of **D.B. Wood Road** and **Southwest Bypass Road** -- Ray Miller, Public Works Director and Wesley Wright, PE, Systems Engineering Director

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

Wright read the caption.

Motion by Nicholson, second by Pitts.

Approved 6-0 (Fought absent).

- Z. **Second Reading** of an Ordinance for a **Zoning Map Amendment** to **rezone** approximately **24.00 acres** out of the Antonio Flores Addition Survey, Abstract No. 235, **from** the **Local Commercial (C-1)** district **to** the **High-Density Multi-Family (MF-2)** district, for the property generally located at the **2601 N. Austin Ave** -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and noted that there have been changes since the first reading.

Nicholson read the captions

Motion by Nicholson, second by Pitts.

Approved 6-0 (Fought absent).

- AA **Second Reading** of an Ordinance for a **Zoning Map Amendment** to **rezone** approximately **3.277 acres** consisting of Lots 7 and 8, Block 1, Williams Addition, Unit 1, and 2.55 acres out of the Nicholas Porter Survey, Abstract No. 497, **from** the **Office (OF)** and **Residential Single-Family (RS)** districts **to** the **Planned Unit Development (PUD)** district with a **base of Office (OF)**, for the property generally located at **1625 Williams Drive** (2019-7-PUD) -- 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 Nicholson, second by Pitts.

Approved 6-0 (Fought absent).

- AB **Second Reading** of an Ordinance of the City Council of the City of Georgetown, Texas, **amending Sections 1.12.010, 1.12.060 and 1.12.100** of the Code of Ordinances relating to the **adoption** of the **2030 Comprehensive Plan Update**, including updates to the **Land Use Element, Housing Element**, and establishing chapters for **Gateways and Image Corridors** and **Williams Drive Gateway Plan**, in accordance with Chapter 1.08 of the Georgetown City Charter and Functional Elements Thereof; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date -- Nat Waggoner, AICP, PMP, Long Range Planning Manager

Waggoner presented and noted that staff was contacted by property owners for an area east of Hwy 130 and north of Patriot Way. He explained staff mapping strategies and recapped community conversations. Waggoner explained the requested changes of the property owners which changes the properties from 75% Nonresidential and 25% Residential to 80% Residential and 20% Nonresidential. He added that staff finds the proposed change in line with the plan.

Waggoner read the caption.

Hugh C. Norris addressed the Council regarding defectiveness of the 2030 Comp Plan. His comments are attached at the end of the minutes as provided by Mr. Norris.

Motion by Nicholson, second by Pitts.

Pitts asked if the motion included the needed information. Waggoner asked Nicholson for clarification.

Nicholson amended Her original motion to include landowner's concerns as addressed and explained by staff, second by Pitts.

Calixtro asked if the amendment affects the housing element in any way. Waggoner responded that it does not.

Gonzalez noted that this amendment makes a change that moves to less Commercial use.

Amendment approved 5-1 (Gonzalez against and Fought absent).

Original Motion.

Approved 6-0 (Fought absent).

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.

AC Don Kemble would like to address the Council regarding needed stop signs.

- Mr. Kemble noted the dangerous stretches of road on Serenada Drive and he lives near an extremely dangerous curve. He added that he had letters from neighbors that live on the curve and they are wanting to add two stop signs. Kemble noted that the County put in the road but it is now in the City. He noted that the particularly dangerous section is at Serenada and Aero.

Mayor Ross asked what the process for determining the need for stops signs was. Morgan responded that he will work with staff to look into this issue.

Executive Session

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

AD Sec. 551.071: Consultation with Attorney

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

- Litigation Update

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchase Power Update

- Substation CIP Update

Sec. 551:074: Personnel Matters

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

- City Secretary

- City Attorney

Adjournment

Motion by Nicholson, second by Pitts.

Approve by 6-0 (Fought absent).

Meeting adjourned at 7:05 p.m.

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

**Notice of Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, March 10, 2020**

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

Council Member Gonzalez arrived at 3:59p.m. during Item C.

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

- A. Presentation and discussion regarding the City's annual year-end external audit and Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2019
-- Elaine S. Wilson, Controller

Leigh Wallace, Finance Director, presented Item A, as Wilson was not available. She provided the background, terms, reporting requirement and audience of the report. Wallace noted that it is an independent audit performed by outside independent audit firm that is selected by Council; conducted in compliance with Government Auditing Standards that provides assurance of accurate reporting and financial integrity and compliance with policies. She then noted the contents of the report and reviewed the Summary Statement of Net Position (in thousands) and Summary Statement of Activities (in thousands). Wallace explained the modified approach to Street Assets that was adopted in 2005 for streets infrastructure which allows an option for reporting the condition of the infrastructure instead of depreciating the infrastructure and provide accountability to maintain streets. She added that Council adopted a pavement condition index (PCI) of "85" to maintain the streets in "good" condition and those are reviewed every 3 years and when last reviewed in 2018 the condition rated at 85.5. Wallace then turned the presentation over to Adam McCane from Weaver and Tidwell who conducted the audit. McCane explained the audit process and six stages of the audit cycle that includes continuous communication between the auditor and the City. He added that Weaver and Tidwell performed the audit in accordance with Generally Accepted

Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS) and performed tests of the City's compliance with certain provisions of laws, regulations, contracts and grant agreements, including items such as compliance with PFIA. McCane noted that the audit process uses a risk-based approach with focus on the specific risks of expenditures and related liabilities; revenues and related receivables; cash and debt investments; and long-term debt. He added that there are tested internal controls over financial reporting including cash disbursements and payroll. McCane explained the audit results and that an unmodified report is expected to be issued with no material weaknesses identified, no reported significant deficiencies that are not material weaknesses and no noted noncompliance material to financial statements. He then reviewed the required communications that include the Auditor's responsibility under generally accepted auditing standards (GAAS); Auditor's responsibility under Government Auditing Standards; unusual transactions and the adoption of new accounting principles; difficulties encountered; management presentations; auditor independence; other information contained in documents containing audited financial statements; management judgments and accounting estimates; audit adjustments and passed adjustments; other material written communications between Weaver and Tidwell and the City; and the status of prior year audit, with explanations of each communication.

Triggs asked about the third party review of pension reports and review of those. McCane responded that the auditors do review those. Triggs asked if the pensions are at sufficient levels. McCane responded that that was not part of the discussion. Wallace noted that Georgetown is 85.5% funded which is considered very good. McCane stated that the City falls into range with other cities.

Nicholson thanked staff and asked when the popular report is released. Wallace responded in the Spring. Nicholson noted that the CAFR will be available on the web for the public. Wallace responded yes and noted that the CAFR is attached to action item on regular meeting and will include the document on financial transparency website.

Wallace gave the Audit summary which notes that the City received an unmodified opinion on the financial statements and that the City did not meet the threshold for a single audit in FY2019, so no SEFA required. She then reviewed the required communications.

- B. Presentation and discussion regarding the City's Quarterly Financial Report, which includes the Investment Reports for the City of Georgetown, Georgetown Transportation Enhancement Corporation (GTEC), and the Georgetown Economic Development Corporation (GEDCO) for the quarter ended December 31, 2019 -- Paul Diaz, Budget Manager

Diaz presented and reviewed the General Fund revenues noting that General Fund revenues total \$20.7 million, or 27.5% of budget and year to date, revenues exceed last year's first quarter revenue by 22.33%. He added that there are several reasons for this large increase year-to-date and year-over-year which include: sales tax trends and one-time payments;

development fee trends and one-time payments; and property tax valuation growth. Diaz explained that sales tax is the largest segment of revenue in the general fund and the sales tax revenue through first quarter totals \$1.6 million, or 9.3% of budget. He added that sales tax is two months in arrears and first quarter returns were 12.3% higher than last year's collection, or \$180,863 in the general fund. Diaz also noted that core sales tax sectors of retail, food, and information; the City had new large retail businesses; there was a one time in nature payment received in the month and the second quarter year-to-date returns are tracking higher; \$5 million received in General Fund, 19.5% increase year over year for the same period. He then noted that property tax is the second largest revenue segment in the fund and property tax revenue for the first quarter of FY2020 is up 12.1%, or \$928,577 from the first quarter of FY2019; and through the first quarter of FY2020, collections total 57.9% of budget and after the first quarter in FY2019, property tax collections totaled 55.2% of budget. Diaz noted that development related revenue continues to be very strong and in the first quarter, development related revenue totals \$1.9 million, or 55.7% of budget, while the City continues to witness growth in building permits, the large increase in revenue is related to a Master Development Fee the City received from a Municipal Utility District. He then stated that Parks and Recreation revenue totals \$415,577 through the first quarter and this represents an increase of 3.2% from the first quarter of FY2019, and year to date, Parks and Rec revenues are at only 17.1% of budget. Diaz noted that Garey Park revenue totals \$78,688, or 19.7% of budget and it is anticipated Garey Park revenue to increase in the spring and summer months. He continued that the Return on Investment (ROI) totals \$1.9 million through the first quarter, or 24.2% of budget and the City collects a ROI on the electric, water, and stormwater utilities. Diaz continued that EMS Revenue through the first quarter totals \$708,666, or 25.2% of budget and sanitation revenue through the first quarter totals \$2.6 million or 25.7% of budget. He stated that the City's two largest revenue streams, property tax and sales tax, are projected at or above budget and other revenue streams like EMS, Parks and Rec fees, and development related revenues and fees continue to grow with population and new development. Diaz then noted that overall, general fund revenues through the first quarter are in line with budget. He stated that overall expenditures (personnel, operations, capital, and encumbrances) through the first quarter total \$19.9 million, or 26% of budget with total salaries and benefit expenditures through the first quarter total \$11.46 million and operational costs that total \$7.48 million. Diaz then reviewed the following table:

	FY2020 Budget	FY2020 YTD Actuals	% of FY2020 Budget
Expenditure			
Administrative Services			
Personnel Expense	2,197,819	535,495	24.4%
Operations Expense	593,378	181,941	30.7%
Administrative Services Total	2,791,197	717,436	25.7%
Community Services and Finance			
Personnel Expense	7,741,091	1,862,685	24.1%
Operations Expense	5,432,479	1,608,478	29.6%
Community Services and Finance Total	13,173,570	3,471,164	26.3%
Development & Planning			
Personnel Expense	2,446,509	638,925	26.1%
Operations Expense	603,820	169,886	28.1%
Development & Planning Total	3,050,329	808,811	26.5%
Fire Services*			
Personnel Expense	16,051,814	4,445,951	27.7%
Operations Expense	4,131,210	1,068,575	25.9%
Fire Services Total	20,183,023	5,514,526	27.3%
Public Works & Environmental Services			
Personnel Expense	1,888,823	368,395	19.5%
Operations Expense	10,815,154	1,858,446	17.2%
Public Works & Environmental Services Total	12,703,977	2,226,841	17.5%
Police Services			
Personnel Expense	13,851,885	3,613,388	26.1%
Operations Expense	3,877,334	1,035,171	26.7%
Police Services Total	17,729,219	4,648,559	26.2%

Diaz stated that property tax, sales tax, and development revenues are very strong through the first quarter and expenses are tracking according to budget. He noted that Electric operating revenues total \$20.4 million, or 22.5% of budget and Electric sales revenue, the largest component of revenue, totals \$19.6 million, or 22.9% of budget through the quarter. Diaz said that Electric revenue sales are typically higher in the summer months when consumption increases and operating expenses total \$19.5 million through the quarter, or 23.2% of budget, while purchased power expenses total \$13.9 million, or 22.6% of budget. He added that non-operating revenue is budgeted at \$4.8 million, with year to date, non-operating revenues total \$226,117 and the largest portion of non-operating revenues are bond proceeds. Diaz continued that the City plans to issue revenue bonds later in the spring as part of the City's annual debt sale and non-operating expenses are budgeted at \$8.3 million with year to date, expenses totaling \$1.05 million for capital improvement projects. He stated that the Electric revenues and purchase power are tracking according to budget while staff continues to meet every two weeks regarding the electric fund and staff will continue to monitor the seasonality of purchase power and revenues. Diaz explained that overall water revenue totals \$20.4 million, or 32.9% of budget with water, wastewater, and irrigation sales revenue through the first quarter totals \$11 million, or 24.8% of budget and Capital Recovery Fees total \$7.3 million. He continued that over the past three years, the fund has seen higher than budget Capital Recovery Fees due to the growth and new development in the City. Diaz said that water operating expenses total \$12.8 million, or 31.75% of budget with several large

contracts already encumbered for the year, so the quarterly overage is not a concern and non-operational expenses total \$3.8 million, while noting that these non-operational expenses are capital improvement projects that normally span multiple years. He continued that the Hotel Occupancy Tax (HOT) revenue totals \$249,317 for the first quarter of FY2020, or 19.2% of budget and HOT revenue is typically higher in the spring and summer months. Diaz stated that the year to date expenses in the Convention & Visitors Bureau Fund total \$460,345, or 31.9% of budget and the fund is budgeted to finish FY2020 with a fund balance of \$1.4 million and able to cover the 90-day operational reserve. He reported that the Airport revenue totals \$920,375, which represents 23.7% of budget and through the quarter, fuels sales total \$681,825, or 23.5% of budget. Diaz said that expenses in the Airport fund total \$2.47 million, or 68.5% of budget and \$2.2 million of the year to date expenses is fuel related encumbrances, while overall, both revenues and expenses are tracking well relative to budget and the fund is budgeted to end FY2020 with \$1.2 million in fund balance and meet all its debt service and contingency requirements. He then explained the chart below:

Investment Report

	CITY	
	10/1/2019	12/31/2019
Total cash and investments	178,886,821	204,262,741
Average Yield	2.29%	1.90%
	GTEC	
	10/1/2019	12/31/2019
Total cash and investments	20,551,884	21,571,214
Average Yield	2.31%	1.95%
	GEDCO	
	10/1/2019	12/31/2019
Total cash and investments	8,248,890	8,602,528
Average Yield	2.15%	1.64%

Diaz then provided updates on Capital Projects noting that Fire Stations No. 6 and 7 have site paving complete, HVAC has been installed, buildings have permanent power and they are expected to reach substantial completion by the end of March. He stated that the Lake Water Treatment Plant Raw Water Pump Station improvements continue with nine 24-inch slide gates to increase the max flow for plant and scheduled for completion March 2020. Diaz noted that the Berry Creek Interceptor will be approximately 15,000 linear feet of 36-inch wastewater from the existing lift station at Sun City to the Berry Creek lift station and it is scheduled for completion in the 2nd quarter of FY2020. He continued that the Pecan Branch Wastewater Treatment Plant expansion takes the existing plant from 1.5 million gallons to 3 million gallons of treatment capacity and was completed in August 2019, while only minor punch-list items remain. Diaz said that the Braun Elevated Storage Tank is a 3 Million gallon a day tank with scheduled for completion May 2020. He added that FM 971 is currently relocating

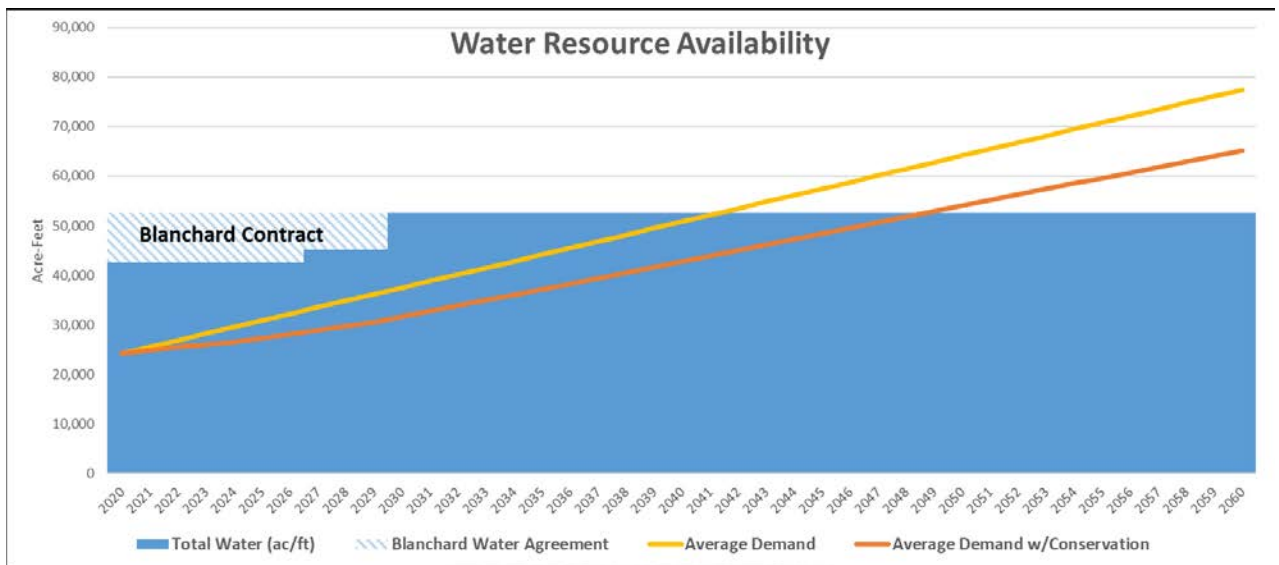
utilities and once that it complete, TxDOT is expected to bid the project in the summer of 2020 with an anticipated completion in 2021. Diaz stated that Leander Road project is currently under design and working through issues of hike/bike/pedestrian improvements with minimal ROW take, while the Northwest Blvd Bridge is currently under construction and expected to be completed late 2020/ early 2021 (calendar year).

Pitts noted differences in data from presentation and the report provided. Diaz responded the he will double check are report back to Council. Pitts asked what months are covered in the current period. Wallace responded that the current period includes up to December. Pitts asked about a noted mentioned that was not provided. Wallace responded it was noted in error. Pitts asked how often the City pays its debt service. Diaz responded twice a year. Pitts noted that the City has already collected half of its debt service for the year in the first quarter. Diaz responded that was correct. Pitts asked if that trend was normal. Diaz responded that staff was conservative regarding budget because development can stop. Pitts stated that being conservative was smart and he was curious about the trend. Diaz responded that it is similar to being conservative on the sales tax side. Pitts noted the several water related project updates and asked if more treated water would be available. David Morgan, City Manager responded that the City has contracts to achieve that and staff is working with City of Round Rock with items coming to Council in March and April.

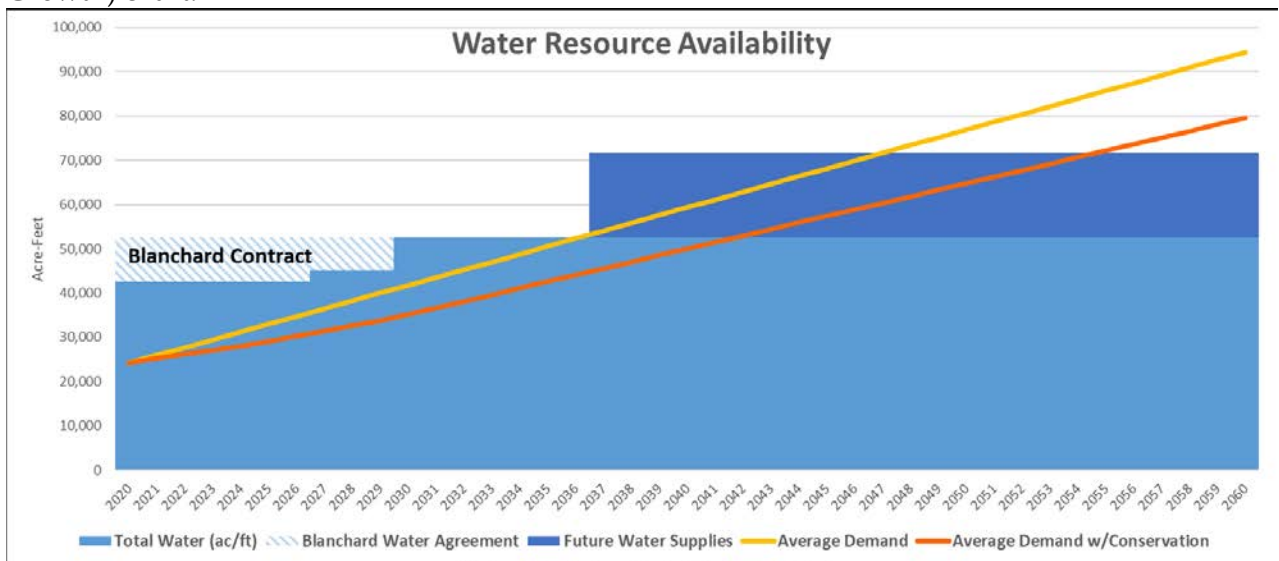
Council had no additional questions or comments.

- C. Presentation and discussion regarding Water Planning, Infrastructure, and Rate Update 2020 -- James Foutz, Marketing and Conservation Manager; Leticia Zavala Jones, Customer Care Director; and Glenn Dishong, Water Utility Director

Foutz presented and reviewed Water resources planning and noted that the supply includes surface water, ground water, and conservation; infrastructure includes Lake Georgetown, BRA Pipeline, wells; the State Water Plan is updated every 5 years with a 50-year planning horizon. He then noted that the System Capacity Planning includes priorities consisting of domestic use, fire flow, and outdoor use; infrastructure including treatment plants, pumps, water lines, and storage tanks; and the Water Master Plan that is updated every 5 years with a 20-year planning horizon that outlines CIP needs. Foutz explained the current resources and capacity including a water supply of 53,795 acre/ft of raw water including a surface supply of 45,707 acre/ft with Lake Georgetown having 6,720 acre/ft and Lake Stillhouse Hollow having 38,987 acre/ft and a groundwater supply of 6,888 ac/ft (Edwards Aquifer). He continued that the water treatment capacity is 47 million gallons per day (mgd). He then reviewed the Water Planning – Future Resources and Capacity (Master Plan) chart:



Foutz then reviewed the Water Planning – Future Resources and Capacity (Current Use and Growth) chart:



Foutz reviewed the City resources and capacity that include potential future resources of surface water from Round Rock (Lake Travis) of 4,480 acre/ft and Leander (Lake Travis) of 1,200 ac/ft (2,400 connections) in addition to ground water from Corrizo-Wilcox of 28,000 acre/ft (56,000 connections) and Aquifer Storage and Recovery (ASR) East Williamson County. He then explained that planned capacity and planned capacity improvements that include capital improvements in 2020 of Round Rock Interconnect #2 (1 MGD) costing \$70,000, Leander Interconnect and Customer Transfer (4.5 MGD) costing \$250,000, Lake Water Treatment Plant Engineering, and South Lake Water Treatment Plant engineering; 2022 improvements including Round Rock interconnect #3 (3 MGD) costing \$10,000,000 and Lake Water Treatment Plant expansion/construction (8.8MGD) costing \$30,271,000; and 2025 improvements including South Lake Water Treatment Plant/construction (22 MGD) costing \$58,577,000, and South Lake Water Treatment Plant transmission lines costing \$59,160,000.

Pitts asked about the agreements with Round Rock and Leander. Foutz responded that the City will be buying water from Round Rock and buying some water from Leander, as well as transferring some customers to Leander water. Morgan noted that when the City merged with Chisholm Trail Special Utility District (CTSUD) Leander intervened and through a settlement agreement agreed to take on Rancho Sienna customers. He added that Leander has made the need improvements to now take on those customers. Pitts noted the water currently being provided to those customers with now be available to the City for other use. Morgan responded that is correct. Pitts confirmed that both Round Rock and Leander will excess treated water that they will not be using that the City will then be able to buy. Foutz responded that is correct.

Foutz then reviewed the Upcoming Rate Study that will have considerations and inputs including advancement of the CIP Plan, promoting efficient water use via tiers, and reviewing and validating existing fees. He added that the Water Rate Breakdown contains a base charge where 75% of fixed costs recovered in base rate; volumetric charge where 25% of fixed costs recovered in first tier; second through fourth tiers covers oversizing and acceleration and conservation initiatives; and the fifth tier for excessive use. Foutz explained the 2020 Rate Study and its base components and variable components. He provided a review of 2019 including summer impacts of continued to high growth, high temperatures through September that prolonged high use, utilizing the Drought Contingency Plan, and the accelerated CIP Plan. Foutz provided a geographic layout of 2019 Summer Usage and noted that 3,764 customers used over 40kgal in August 2019; a majority of high use is in the western half of the service area; and a portion of large lots are not subject to landscape standards.

Nicholson about the rate study timeline. Morgan responded that it will be completed this summer to be included with the budget discussion.

Jonrowe asked if there are plans to increase investment in conservation. Morgan responded that that will be covered in the next item.

Pitts asked the Corrizo-Wilcox aquifer. Glenn Dishong, Water Utility Director, responded that the aquifer extends across a vast area of Texas. Pitts asked the RFI done by Round Rock about water. Dishong responded that is correct and some respondents included water from the Corrizo-Wilcox aquifer. He added that improvements will need to be made to bring the water here. Pitts noted that it is not currently contracted. Dishong responded that is correct. Pitts asked about who will get the contract. Dishong responded that several people are in process to try and access the water. He added that the City will study the water, be thoughtful, and work with regional partners to bring water to the area. Morgan stated that there are incentives for cities to work together. Pitts stated that water needs should be considered a regional issue.

Council had no additional questions or comments.

- D. Presentation and discussion regarding the 2020 Water Conservation Strategies -- James Foutz, Marketing and Conservation Manager; Leticia Zavala Jones, Customer Care Director; and Glenn Dishong, Water Utility Director

Foutz presented and provided a conservation overview noting that conservation is the cheapest resource in the State Water Plan and conservation impacts resources and system capacity. He explained that the conservation strategies for 2020 and beyond include: rebates and incentives with rebates being developed to improve irrigation efficiency and/or reduce water use and an Ordinance with requirements regarding soil depth and irrigated area adopted in 2014 and a two-day watering schedule adopted in 2019.

Jonrowe asked about the 2014 Ordinance and if staff can review data at the neighborhood level. Foutz responded that staff is reviewing pre-ordinance versus post-ordinance and there hasn't been much change. Jonrowe asked if staff had any ideas on why that was. Foutz responded that many of the large developments using City water are outside the City limits and hard to enforce. Jonrowe asked if there are plans to revisit the ordinance in the future. Foutz responded yes.

Nicholson noted that the City has customers in the City limits, ETJ, and outside the ETJ and asked if all the customers are treated the same regarding non-compliance fees. Foutz responded that the City has not administered non-compliance fees to date. Morgan noted that the staff proposal is to start administering fees.

Pitts stated that regarding enforcements such as no water Mondays, the biggest violators he has observed are commercial users. He then asked how those would get enforced. Foutz responded that the information comes in through customers, and there was a staff member would address complaints received by citizens. Pitts noted that sometimes it is hard to communicate with the right person. He added that he doesn't have a solution, he's just making a note. Morgan said that the City doesn't have resources to do enforcement at this time and staff wants to be more proactive going forward. Pitts stated that Sun City has many people who may be volunteers. Morgan stated that the City could do that, but someone on staff has to write the actual violation and certain training is required. He added that some commercial properties can't fit within time frame, but staff can work with them.

Nicholson stated that it is likely that fees are not enough to change behavior of commercial users. Pitts stated he agrees and that he works for national company and doesn't know where sprinkler controls are, and this fee wouldn't even be brought to his attention. Foutz stated that those comments are in line with working with commercial customers.

Foutz resumed presentation noting additional conservation strategies for 2020 and Beyond that includes researching Cities who have similar landscape and water use ordinances. He then provided examples of what Round Rock, Leander, New Braunfels, and Mansfield are doing. Foutz noted that to prepare for Summer 2020 staff is working on education and

outreach including working with Sun City, having the Water Summit and utilizing the City's partnership with Texas A&M Agrilife. He also noted the Drought Contingency Plan and that three triggers are related to resource volume, capacity, and system failure. Foutz then noted the staff's conclusions and recommendations that include: create plan and move into ordinance enforcement while continuing with education initiatives and becoming more assertive in enforcement of rules; and the rate study review while further encouraging water conservation through rates and reviewing rate tiers and pricing. He then asked for council feedback and direction on the following questions:

1 – Are the enforcement policies still in line with Council intent?

2 – Any other considerations to be taken into account for the rate study?

Gonzalez stated that conservation will always be the lead method. He then asked if the City has a rebate system for doing less sod or installing things that require less water and maybe looking at how much sod is allowed per home.

Jonrowe state in that in response to question one she believes the policies are still in line and agrees with adding commercial tier. She then stated that in response to question two she agrees with the idea to continue conservation and rewarding people who are really conserving, and bills reflect that. Jonrowe added that converting lawns into wildlife habitat should be rewarded due to the growing concern for those habitats.

Pitts asked if staff had data that supports certain types of sod leading to lower use. Foutz responded that different types of sod need different amounts of water. Pitts asked about ways to motivate use of grass with less water. Foutz responded that the ordinance did restrict the use of St. Augustine grass. Pitts asked if it was being enforced. Foutz responded that he believes so. Pitts stated that staff should consider working with Homeowners Associations regarding lawn appearance. He added the need to use the fee structure to influence grass type being used. Pitts stated that Austin would put highest users in the paper, but he is not promoting that.

Nicholson stated that she agrees with Council comments so far and the City should start enforcing the ordinance and use volunteers if needed.

Triggs stated that he has reached out to Morgan regarding the use of artificial turf. He stated that he knows there are some concerns with using turf, but the intent of the constituents is sincere. Triggs noted the issues with turf and drainage, but he would like that option to be considered.

Calixtro asked about being more assertive in enforcement of rules. Foutz responded that the City has been passive, and staff would start issuing fines. Morgan noted that would be similar to Code Enforcement and staff would start with education and then move to fines.

Nicholson asked if anyone disagrees with that approach.

Gonzalez asked if fines increase with each visit. Morgan responded that fines do increase with additional visits.

Calixtro asked how staff measures when violations happen. Foutz responded providing photos with time stamps.

- E. Presentation and discussion regarding the downtown parking garage with updates on the public engagement process, project scope with the Wantman Group, Inc. and the conceptual design of the parking garage to date -- Laurie Brewer, Assistant City Manager; Aly Van Dyke, Communications and Public Engagement Director; and Co-Chairs from the Parking Garage Design Committee, Michael Walton and Linda McCalla

Brewer began the presentation with a brief history of the project and then introduced Michael Walton, Co-Chair of the Parking Garage Design Committee. Walton presented and noted the members of the Committee that included: Co-Chair, Linda McCalla; Co-Chair, Michael Walton; Kay Briggs who resigned as of January 2020; Chris Damon; Scott Firth; Shawn Hood; Larry Olson; and Mickie Ross. He then provided a timeline of the committee meetings and reviewed the public engagement and stakeholder engagement plan. Walton noted the Reference Survey closed on October 30, 2019 where members passed these cards out on the Square, in businesses and at National Night Out that had a large response. He then noted the location considered at the time design committee began and provided a map. Walton then reviewed the conceptual layout and noted that of all the conceptual designs provided the Committee had the most consensus with Concept 7, which was the seventh design provided base on input. He added that he would present Concept 7 and Concept 8. Walton then provided detailed explanations of both concepts. He provided an opinion of probable construction cost that he noted were in no way final:

OPINION OF PROBABLE CONSTRUCTION COST				GEORGETOWN 6 TH & MAIN PARKING STRUCTURE			
Parking Garage Option	Number of Levels Above Grade	Number of Levels Below Grade	Architectural Façade Treatment				Opinion of Probable Construction Cost (02/13/2020)
			West Elevation (Main Street)	North Elevation (6th Street)	South Elevation (Alley)	East Elevation (Residential Properties)	
7A	4	Partial	Brick & Ornamental Metal	Brick & Ornamental Metal	Brick & Ornamental Metal	Brick & Ornamental Metal	\$7,050,000
7B	4	Partial	Brick & Ornamental Metal	Brick & Ornamental Metal	Split Face Block	None, except at NE Corner	\$6,514,000
8A	3	1	Brick & Ornamental Metal	Brick & Ornamental Metal	Brick & Ornamental Metal	Brick & Ornamental Metal	\$8,071,000
8B	3	1	Brick & Ornamental Metal	Brick & Ornamental Metal	Split Face Block	None, except at NE Corner	\$7,674,000

Walton noted that base on Committee support the votes broke down as follows: Concept 7 received 4 yes votes and 3 no votes and Concept 8 received 6 yes votes and 1 no vote.

Nicholson thanked the Committee for the work on the project and thanked staff.

Jonrowe thanked the Committee and staff and stated that she agrees with the Committee that option 8a is most appropriate. She said that she likes the addition of awnings and display windows if retail is not an option and agrees that any areas that are visible, the City should invest in making them look. Jonrowe stated that she also likes metal mesh idea. Walton noted that the metal mesh could be used to display art.

Pitts stated that he likes the design and roof design, which blends well with the Square. He also thanked the Committee and staff.

Nicholson stated that based on costs, either of the Concept 8 options work and asked that staff work on the numbers little more.

Gonzalez thanked everyone who worked on the design and added that he likes the design. He noted that staff should look at cost per space going forward and final output of the Committee is outstanding.

Triggs stated that he has concerns about design. He noted that it looks nice, but with his experience with urban settings, the more brick there was the more crime that would take place due to lack of visibility. Triggs stated that more glass allows for more visibility and helped reduced crime. He noted the costs for going below ground and asked if all the needed tests been done in the area. Walton responded that some have been done and the Committee was informed that the soil is bad in that area. Morgan stated that geotechnical review has been done and if the project moves forward with going below grade contingency costs will need to be added. Triggs asked about maintenance costs for going below ground. Morgan stated that staff doesn't have that, but it will be considered. Triggs stated that going underground can lead to more expensive maintenance.

Calixtro stated that she likes the overall look of 8b, which looks complimentary to the Square and thanked the Committee and staff for their work.

Nicholson asked if this completes the work of the Committee. Morgan responded yes, and staff will now work through the public engagement process.

Van Dyke presented on the proposed parking study and provided the goals, methods, distribution, and stakeholders for communication and public engagement about the study. She then reviewed the timeline for stakeholder engagement with a plan to start on March 24th and finish in the last quarter of the fiscal year. Van Dyke then reviewed the criteria for the survey to help review the location for a parking garage.

Brewer presented the scope overview of the proposed parking study that includes updating the 2015 Parking Study and creating a parking garage concept design that is applicable to any location in the downtown district. She noted that the consultant will study the parking need an availability, ADA parking for special events, paid parking options, and evaluation of short- and long-term parking options. Brewer state that the consultants would consist of five phases

and nine trips that will include: assisting the City with public input to establish criteria for what success looks like and include attendance/assistance with one City run public meeting; evaluating sites that meet the established criteria included in the updated parking study; assisting the City with public input on sites that meet established criteria including attendance/assistance with three City run public meetings; and presenting Updated Parking Study and Site evaluation to City Council include two presentations to City Council. She stated that scope for parking structure considerations with include: utilizing criteria created with public input; retail options; meeting the Downtown Design Guidelines; HARC approval; impact on neighbors (retail &/or residential) during and after construction; traffic flow including traffic impact and multiple entry and exit options; and valuation of City owned lot included in evaluation. Brewer provided cost estimates:

Project Phase		Lump Sum Amount
BASE SERVICES	Phase 1A – Parking Study Update	\$91,670
	Phase 1B – Traffic Study Update	\$23,000
	Phase 2 – Site Analysis, Recommendations and Selection	\$42,530
TOTAL BASE SERVICES		\$157,200
OPTIONAL SERVICES	Conceptual Parking Layout per Each Additional Site (See Phase 2C, Item 3)	\$5,000
	Each additional meeting/trip (one day with one person attending)	\$2,000

Brewer then reviewed the next steps of Council approval of contract change in scope with Wantman Group on March 24, Public Survey on criteria beginning April 1, and regular check-ins with Council on progress and feedback.

Nicholson asked what direction staff needs from Council. Brewer responded that staff wants to know if the scope is what Council wants. Nicholson asked about the current contract and what is amount owed on that before starting a new contract. Brewer responded that is still remaining invoice out. Nicholson responded that the scope is reasonable.

Jonrowe asked if the scope evaluating short- and long-term options includes a trolley option. Brewer responded yes.

Pitts stated that is fine with the costs of the scope and at a minimum should add conceptual parking layout for each additional site. He added that he would like to see from the survey how many public spots are currently on the ground. Pitts noted that the Bank of America lot could be developed some day. He said that the City needs to know how many spots are needed. Pitts wants paid lots to be considered and that the Tax Assessor creates a lot of traffic and he would like to know about charging on that lot.

John Foliot, citizen, stated that was a little frustrated because he thought the discussion was put on hold. He added that he is curious about the costs because the City could be walking away from project. Foliot stated that he saw four numbers posted and do they represent the

total costs. Morgan responded that the City has spent \$50,000 so far to get to this point and it is so close to being finished that staff wanted that step completed and Committee to finish what was asked of them. He added that goal of choosing as design was to find one that could be translated to any lot that was chosen.

Council had no additional questions or comments.

Mayor Pro-Tem Nicholson recessed the meeting into Executive Session at 5:04 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.

F. Sec. 551.071: Consultation with Attorney

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

- Litigation Update

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchase Power Update
- Substation CIP Update

Sec. 551.074: Personnel Matters

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

- City Secretary
- City Attorney

Adjournment

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Consideration and possible action to approve the **purchase of emergency medical supplies** from **McKesson Medical** using the National IPA Master Intergovernmental Cooperative **Purchasing Agreement Contract #18-00-ILA** at a cost not to exceed **\$75,000.00** for the remainder of **fiscal year 2019-2020** -- John Sullivan, Fire Chief

ITEM SUMMARY:

These purchases are through the National IPA Master Intergovernmental Cooperative Purchasing Agreement Contract #18-00-ILA. This contract was signed by Mayor Dale Ross on September 11, 2018.

The Georgetown Fire Department will periodically restock the vehicles as needed through the remainder of the fiscal year. The anticipates expenditures for FY 2019-2020 will total approximately \$75,000.00. Use of a competitively bid cooperative contract provides more favorable pricing as the cooperative solicits for statewide usage volumes as opposed to that of the City only.

The Fire Department may procure additional emergency medical supplies on an as needed basis to ensure the TRVs are always properly stocked.

FINANCIAL IMPACT:

Funding is allocated in 2019-2020 proposed budget.

GL 100-5-0448-51-142

GL 100-5-0422-51-142

SUBMITTED BY:

M. Heyward

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Consideration and possible action to approve the **purchase of emergency medical supplies** from **Bound Tree** using the **Buy Board Contract #530-17** at a cost not to exceed **\$100,000.00** for the remainder of the **fiscal year 2019-2020** --

John Sullivan, Fire Chief

ITEM SUMMARY:

These purchases are through the Buy Board Contract # 530-17.

The Georgetown Fire Department will periodically restock the vehicles as needed through the remainder of the fiscal year. The anticipated expenditures for FY 2019-2020 will total approximately \$100,000.00. Staff has determined that the best value for the City is to procure the required equipment from Bound Tree using the competitively bid Buy Board Contract #530-17. Use of a competitively bid cooperative contract provides more favorable pricing as the cooperative solicits for statewide usage volumes as opposed to that of the City only.

The Fire Department may procure additional emergency medical supplies on an as needed basis to ensure the TRVs are always properly stocked.

FINANCIAL IMPACT:

Funding is allocated in 2019-2020 proposed budget.

GL 100-5-0448-51-142

GL 100-5-0422-51-142

SUBMITTED BY:

M. Heyward

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Consideration and possible action to approve an **amendment** to the **Emergency Medical Transport Billing and Collection Services agreement**, with **Emergicon**, to include **cost recovery** through the **Texas Ambulance Supplemental Payment Program (TASPP)** -- John Sullivan, Fire Chief

ITEM SUMMARY:

Supplemental payment programs are available to qualifying hospitals and other healthcare providers to help fill the gap, or loss, between the cost of providing services to Medicaid patients and the payment received.

The Texas Ambulance Supplemental Payment Program (TASPP) offers Georgetown Fire/Medical the opportunity to receive additional funds above the standard Medicaid rate to supplement transport costs for Medicaid and uninsured patients.

The attached addendum to the 2017 agreement authorizes our third-party ambulance billing company, Emergicon, to work in partnership with Public Consulting Group (PCG) to analyze and submit the appropriate and necessary cost reports on behalf of Georgetown Fire/Medical.

FINANCIAL IMPACT:

FY 2019 projections to mimic previous year qualifications of receiving approximately \$28,000. This addendum includes a reduction in reimbursement to Emergicon for these services from 15% to 12% of the total TASPP revenue collected by the City, as proposed by Emergicon.

SUBMITTED BY:

M. Heyward

ATTACHMENTS:

Emergicon/TASPP 2017 Amendment

Emergicon/TASPP Addendum

**SECOND AMENDMENT TO
AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES**

This Second Amendment to Agreement for Specialized Professional Ambulance Billing Services (the "Amendment") is entered into this 15th day of March, 2017, between the City of Georgetown, a Texas home-rule municipality (the "City") and Emergicon, LLC ("Emergicon").

RECITALS

WHEREAS, on September 13, 2016, the City of Georgetown and Emergicon, LLC entered into an *Agreement for Specialized Professional Ambulance Billing Services* under which the Company provides billing and claims management services for the Client; and

WHEREAS, on February 28, 2017, the City and Emergicon entered into a *First Amendment to Agreement for Specialized Professional Ambulance Billing Services* (the "First Amendment"); and

WHEREAS, the *Agreement for Specialized Professional Ambulance Billing Services* as amended by the First Amendment will be referred to herein as the "Agreement as Amended;" and

WHEREAS, Emergicon also provides support for an Ambulance Supplemental Payment Program ("ASPP") as detailed below through a contractual relationship with Public Consulting Group, Inc.; and

WHEREAS, Emergicon and the City desire to amend the Agreement as Amended to add ASPP services as detailed below to the "Specialized Services" the Company provides Client under Section 2 of the Agreement as Amended;

WHEREAS, Emergicon and the City desire to amend the Agreement as Amended to add the compensation terms below to Section 9 (the "Disposition of Funds" section) of the Agreement as Amended;

THEREFORE, in consideration of the mutual promises contained in this Amendment, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

- A. Terms not otherwise defined herein shall have the same meanings ascribed them in the Agreement as Amended.
- B. The Agreement as Amended is amended to add the following subsection (k) to Section 2 of the Agreement as Amended:
 - k. Ambulance Supplemental Payment Program

Emergicon will work with City to analyze and report costs that will allow City to realize revenue related to the Ambulance Supplemental Payment Program as administered by Texas Health and Human Services Commission (HHSC).

Emergicon's services will include:

1. Providing support to the City of Georgetown to prepare and submit application request on behalf of the City to secure eligibility to participate in the Ambulance Supplemental Payment Program.
2. Conducting webinar trainings and providing helpdesk support including full email and phone support to assist the City in preparation of the cost report.
3. Conducting comprehensive analysis of the billing reports ensuring that key data elements such as dates of service, procedure codes, charges and payments related to Medicaid Fee-for-service, Medicaid Managed Care, and Uninsured are screened and accurately accounted for in the cost report.
4. Preparing annual cost reports on behalf of the City utilizing a web-based application in order to allow the City to realize incremental revenue under the Ambulance Supplemental Payment Program.
5. Providing Medicaid subject matter expertise and representation during the HHSC review and approval of the submitted cost reports.
6. Drafting responses, providing supporting documentation, and working to conduct comprehensive billing reconciliations as required during HHSC desk review processes.
7. Working with the City present updates and status reports to community stakeholders, as necessary, to help educate and inform them on the progress of this initiative.
8. Acting as a liaison between HHSC and the City to address any questions and keep the City informed on changes in state and federal regulations.
9. Work closely with the City throughout the cost-reporting implementation process and will require regular contact with operational and financial staff from City.

C. The Agreement as Amended is amended to add the following subsection (d) to Section 9 of the Agreement as Amended:

d. Compensation for Ambulance Supplemental Payment Program-related services

All revenue due to the City from the Ambulance Supplemental Payment Program shall be paid in full directly to the City from the State of Texas ("Payer"). Within 30 days after the City receives payment from payer, Emergicon will invoice the City in full for all professional services performed by Emergicon for the City to realize revenue from the Ambulance Supplemental Payment Program. **City shall pay Emergicon a total fee of 15% of the total revenue collected by the City from the Ambulance Supplemental Payment Program during the term of the Agreement as Amended.**

D. The Agreement as Amended is amended to add the following subsection (f) to Section 7 of the Agreement as Amended:

f. Non- Renewal of HHSC Medicaid 1115 Waiver

All obligations related to the management and billing for Ambulance Supplemental Payment Program services (see Section 2(k) and Section 9(d)) are contingent upon the renewal of Texas Health and Human Services' Medicaid 1115 Waiver which provides the funding mechanism for the program. It is the 1115 Waiver that preserves uncompensated care funding and allows eligible governmental ambulance providers (the City) to receive additional reimbursement for Medicaid Managed Care and uninsured claims with the Ambulance Supplemental Payment Program ("ASPP"). If the 1115 Waiver expires and is not renewed during the term of the Agreement then the obligations of all parties to this Agreement with regard to the ASPP (and ONLY the ASPP) are terminated.

E. In the event of an inconsistency between this Amendment and the terms of the Agreement as Amended, this Amendment shall govern. The Agreement as Amended has not been amended or modified except to the extent described herein, and continues in full force and effect. Hereafter, all references to the Agreement as Amended shall be deemed to be references incorporating the amendments and modifications made this Amendment. The parties ratify the Agreement as Amended as so modified and agree to be bound by the same.

F. There are no oral or written agreements or representations by or between the parties concerning the subject matter of the Agreement as Amended which are not expressly set forth in the Agreement as Amended or this Amendment.

G. This Amendment is effective on the date of the final signature below.

Emergicon, LLC

City of Georgetown



Signature

Signature

Christopher Turner
Printed Name

DALE ROSS
Printed Name

President & CEO
Title

MAYOR
Title

03/15/2017

Date

3/7/2017

Date

**ADDENDUM
for
AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM**

This addendum is entered into as of 01/01/2020 between City of Georgetown and Emergicon LLC, with a principal place of business at 709 W Broad St Suite 100 Forney, Tx 75126. The statement of work will be changed as follows:

ADDITION TO STATEMENT OF WORK

Emergicon and Public Consulting Group, Inc. (“PCG” or “CONTRACTOR”) will work with City of Georgetown to analyze and report costs that will allow City of Georgetown to realize revenue related to the Ambulance Supplemental Payment Program as administered by Texas Health and Human Services Commission (HHSC).

CONTRACTOR’s services will include:

- Providing support to Emergicon and City of Georgetown to prepare and submit application request on behalf of City of Georgetown to secure eligibility to participate in the Ambulance Supplemental Payment Program.
- Conducting webinar trainings and providing helpdesk support including full email and phone support to assist City of Georgetown in preparation of cost report.
- Conducting comprehensive analysis of the billing reports provided by Emergicon, ensuring that key data elements such as dates of service, procedure codes, charges and payments related to Medicaid Fee-for-service, Medicaid Managed Care, and Uninsured are screened and accurately accounted for in the cost report.
- Preparing annual cost reports on behalf of City of Georgetown utilizing web-based application in order to allow City of Georgetown to realize incremental revenue under the Ambulance Supplemental Payment Program.
- Providing Medicaid subject matter expertise and representation during the HHSC review and approval of the submitted cost reports.
- Drafting responses, providing supporting documentation, and working with Emergicon to conduct comprehensive billing reconciliations as required during HHSC desk review processes.
- Working with City of Georgetown to present updates and status reports to community stakeholders, as necessary, to help educate and inform them on the progress of this initiative.

- Acting as a liaison between HHSC and City of Georgetown to address any questions and keep the clients informed on changes in state and federal regulations.

CONTRACTOR will work closely with Emergicon and City of Georgetown throughout the cost reporting implementation process and will require regular contact with operational and financial staff from City of Georgetown.

COMPENSATION & TERM

This agreement shall remain in effect through the end of the cost reporting cycle, including cost report preparation and subsequent payment from the State of Texas for Federal Fiscal Year 2019. Emergicon and CONTRACTOR will provide the Contracted Services for the cost reporting period for Federal Fiscal Year 2019 (October 1, 2018 – September 30, 2019), unless this Agreement is terminated earlier or extended by written agreement of the parties. Unless otherwise specified by City of Georgetown or Emergicon in writing, CONTRACTOR will provide the Contracted Services for the full duration of this Agreement.

All revenue due to City of Georgetown from the Ambulance Supplemental Payment Program shall be paid in full directly to the City of Georgetown from the State of Texas (“payer”). Within 30 days after the City of Georgetown receives payment from payer, Emergicon will invoice the City of Georgetown in full for all professional services performed by PCG and Emergicon for the City of Georgetown to realize revenue from the Ambulance Supplemental Payment Program. **City of Georgetown shall pay Emergicon for services performed by Emergicon and PCG a total fee of 12% of the total revenue collected by the City of Georgetown from the Ambulance Supplemental Payment Program for Fiscal Year 2019 (October 1, 2018 – September 30, 2019).**

AUTHORITY to SIGN

Each party represents that: (a) it has the authority to enter into this AGREEMENT; and (b) that the individual signing this AGREEMENT on its behalf is authorized to do so.

FOR City of Georgetown:

Representative, Title

Date

FOR EMERGICON, LLC:



Christopher Turner, President & CEO

Date

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Consideration and possible action to approve a **Task Order** for **Professional Services** with **Covey Landscape Architecture** in Georgetown, Texas in the amount of **\$26,960.00** for the **Georgetown City Center, Site Design** and a Task Order for Professional Services with Covey Landscape Architecture in Georgetown, Texas in the amount of **\$28,800.00** for the **Georgetown City Center, Phase 1** -- Eric Johnson, Facilities Director

ITEM SUMMARY:

Council was presented conceptual drawings for the City Center public spaces, public art, and festival area at the April 23, 2019 Council Workshop. The new City Center campus can provide open spaces, green spaces, public art, and a performance space for outdoor concerts and other cultural activities. The City proposes to continue working with Covey Landscape Architects of Georgetown, TX to begin phasing in elements of the plan and to design future phases of the project.

FINANCIAL IMPACT:

Georgetown City Center, Site Design – \$26,960

Georgetown City Center, Phase 1 - \$28,800

The budget of \$90,000 for Downtown Landscaping/Public Art, including the Georgetown City Center Project was budgeted in the FY 2020 Downtown TIRZ.

SUBMITTED BY:

Eric Johnson, Facilities Director

ATTACHMENTS:

Covey Proposal for Phase 1

Covey proposal for Site Design



February 28, 2020

Eric Lashley
Library Director
City of Georgetown
402 W 8th St
Georgetown, TX 78626

Project Scope for Landscape Architectural Services
For
Georgetown City Center - Phase 1, Georgetown, Texas
Provided by
Covey Landscape Architects (CLA)

SITE

The project will encompass two (2) separate sites in the new 'Georgetown City Center' Campus. See Exhibit "A". These two sites make up Phase 1 of an overall campus plan. Site One(1) is identified as the space directly in and around the Historic Shotgun house on the northwest corner of 8th Street and West Street. Site Two(2A and 2B) encompasses the southwest corner of 9th Street and MLK Street. This document will outline the scope for professional landscape architectural drawings and design for the project between CLA (Consultant) and the City of Georgetown (Client).

BASIC SERVICES

CLA will provide schematic design, design development and construction documentation for both sites identified above including an opinion of probable cost for the purpose of constructing and implementing the proposed improvements.

SCOPE OF BASIC SERVICES (Site One, 8th Street and West Street)

The basic services for the preparation of drawings and specifications for the City of Georgetown's 'Georgetown City Center- Phase 1', in Georgetown, Texas:

- A. Public Engagement Meetings
 - 1. Assist City in engaging public input and feedback in three(3) after-hours workshops concurrent with Site Design
- B. Site Inventory
 - 1. Analyze site regarding topography, utilities, access, opportunities and constraints
 - 2. Preparation of Demolition Plan
- C. Schematic Design
 - 1. Design options for Informational Kiosk and site layout for Shotgun House site
 - 2. Prepare an Opinion of Probable Cost
- D. Design Development
 - 1. Site Design/ Planting Plan
 - 2. Material selection
 - 3. Kiosk for Shotgun House design

- E. Construction Documents
 - 1. Prepare drawings and details showing the planting design intent to the extent of the project in order to meet the city landscape requirements
 - 2. Provide the technical specifications for the project documents
 - 3. Prepare a revised opinion of probable total project costs based on the final drawings and specifications
 - 4. Provide Irrigation technical specifications for installation of a fully automatic, underground irrigation system, connecting to an existing, active irrigation system
- F. Regulatory and Permitting
 - 1. Submit Plans for Site Development review and addressing comments
- G. Bidding Assistance
 - 1. Bidding assistance; prepare drawings and specifications for public bid
 - 2. Attend Pre-Bid meeting for bidding contractors
- H. Construction Observation
 - 1. Site visits for kick-off, substantial completion and final completion, including any on site construction clarifications

SCOPE OF BASIC SERVICES (Site Two, 9th Street and MLK Street)

The basic services for the preparation of drawing and specifications for the City of Georgetown's 'Georgetown City Center- Phase 1', in Georgetown, Texas:

- I. Public Engagement Meetings
 - 1. Assist City in engaging public input and feedback in three (3) after-hours workshops concurrent with Site Design
- A. Site Inventory
 - 1. Analyze site regarding topography, utilities, access, opportunities and constraints
 - 2. Preparation of Demolition Plan
- B. Schematic Design
 - 1. Design options for open space along MLK and 9th Street
 - 2. Design shade opportunities for open lawn spaces on both sides of MKL and 9th Street
 - 3. Identify areas for art display by others
 - 4. Prepare an Opinion of Probable Cost for Site 2A and Site 2B
- C. Design Development (Site 2B Only)
 - 1. Site Design/ Planting Plan
 - 2. Material selection
- D. Construction Documents (Site 2B Only)
 - 1. Prepare drawings and details showing the planting design intent to the extent of the project in order to meet the city landscape requirements
 - 2. Provide the technical specifications for the project documents
 - 3. Prepare a revised opinion of probable total project costs based on the final drawings and specifications
 - 4. Provide Irrigation technical specifications for installation of a fully automatic, underground irrigation system, connecting to an existing, active irrigation system
- E. Bidding Assistance
 - 1. Bidding assistance; prepare drawings and specifications for public bid
 - 2. Attend Pre-Bid meeting for bidding contractors
- F. Regulatory and Permitting

1. Submit Plans for Site Development review and addressing comments

G. Construction Observation

1. Site visits for kick-off, substantial completion and final completion, including any on site construction clarifications.

EXCLUDED FROM BASIC SERVICES

- A. Registered site survey
- B. Geological Assessment
- C. MEP Engineering
- D. Structural engineering.
- E. Water Quality regulatory permitting with TCEQ
- F. Construction permitting
- G. Graphic design and information for Kiosk

BASIC SERVICE SUMMARY

Site Inventory	\$2,000.00
Civil Engineering services as necessary (Allowance)	\$10,000.00
Schematic Design	\$2,400.00
Design Development	\$4,000.00
Construction Documentation	\$4,800.00
City Site Development Permitting	\$1,600.00
Bidding Assistance	\$1,600.00
Construction Observation	\$2,400.00

TOTAL AMOUNT: **\$ 28,800.00**

Sincerely,



Travis Crow, PLA
Principal

EXHIBIT A





February 28, 2020

Eric Lashley
Library Director
City of Georgetown
402 W 8th St
Georgetown, TX 78626

Project Scope for Landscape Architectural Services
For
Georgetown City Center – Site Design, Georgetown, Texas
Provided by
Covey Landscape Architects (CLA)

SITE

The project will build upon previous site concept design and visioning of the new 'Georgetown City Center' (Reference Exhibit A) a campus unification project that includes the existing Georgetown Library, the Light and Water Works Building, Council & Court Building, and City Hall. The site is bordered by West Street and Rock Street and 8th Street and 9th Street. MLK JR Street bisects the campus, running north and south between the new City buildings and the Light and Water Works Building. This document will outline the scope for professional landscape architectural design for the project between CLA (Consultant) and the City of Georgetown (Client).

BASIC SERVICES

CLA will provide schematic design, Opinion of Probable Cost and Phasing Diagrams to further the implementation of the proposed improvements.

SCOPE OF BASIC SERVICES

The basic services for the preparation of schematic drawings for the City of Georgetown's 'Georgetown City Center', in Georgetown, Texas:

- A. Public Engagement Meetings
 - 1. Assist City in engaging public input and feedback in three(3) after-hours workshops concurrent with Phase 1
- B. Site Design Process
 - 1. Meet with steering committee/ client to hear feedback from previous visioning
 - 2. Develop Programming for Special Zones which include:
 - a. Library outdoor play area
 - b. Alleyway Gateway
 - c. Alleyway Water Feature
 - d. Event lawn and Stage/ Food truck area
 - 3. Create detailed Site Plan of each Special Zone
 - 4. Create Overall Site Plan
 - 5. Vignette sketches of key areas to show design intent

- C. Phasing Diagram
 - 1. Prepare Phasing Diagram
- D. Opinion of Probable Cost
 - 1. Prepare an Opinion of Probable Cost for each Phase

EXCLUDED FROM BASIC SERVICES

- A. Registered site survey
- B. Geological Assessment
- C. Water Quality regulatory permitting with TCEQ
- D. Construction permitting
- E. Construction Documentation

BASIC SERVICES SUMMARY

Public Engagement Meetings (3)	\$1,800.00 (\$600.00/meeting)
Site Design Process	\$21,800.00
Phasing Diagram	\$1,680.00

TOTAL AMOUNT: **\$ 26,960.00**

Sincerely,



Travis Crow, PLA
Principal

EXHIBIT A



City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Consideration and possible action to **release and abandon a 20' waterline easement** situated in the David Wright Survey, Abstract No. 13, **to Wesleyan Homes, Inc.**, and to authorize the Mayor to execute all documents necessary to complete the abandonment – Odalis C. Suarez, Real Estate Services Coordinator

ITEM SUMMARY:

An application for the sale, vacation or abandonment of City-owned easement was submitted and received on or about February 13, 2020. The existing easement was dedicated in a plat in 2008. The property has been re-designed for commercial purposes and the existing easement no longer facilitates the proposed project. The developer will grant new easements as necessary with the new proposed project. Staff reviewed the request, has confirmed with and received approval by engineering that no other City interest is affected.

Staff recommends that the waterline easement be abandoned.

FINANCIAL IMPACT:

None

SUBMITTED BY:

Odalis C. Suarez-Real Estate Services Coordinator

ATTACHMENTS:

RESOLUTION

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GEORGETOWN RELEASING AND ABANDONING A WATERLINE
EASEMENT SITUATED IN THE DAVID WRIGHT SURVEY, ABSTRACT
NO. 13, DEDICATED BY PLAT TO THE CITY OF GEORGETOWN AND
RECORDED AS DOCUMENT NO. 2008025874 IN THE OFFICIAL PUBLIC
RECORDS OF WILLIAMSON COUNTY, TO WESLEYAN HOMES, INC.**

WHEREAS, the City of Georgetown (the “City”) has received an application from Wesleyan Homes, Inc., for the release and abandonment of the waterline easement dedicated to the City in Document No. 2008025874 in the Official Public Records of Williamson County, Texas (the “Easement”); and

WHEREAS, said Easement was acquired for the purpose of constructing and maintaining a potable water line across property of which the easement tract was a part; and,

WHEREAS, the current owner of the property encumbered by the above-described easement, Wesleyan Homes, Inc. (the “Owner”), has requested the abandonment of the Easement as the Easement hinders use or conveyance of the property based on a redesigned site plan. The Easement requested to be abandoned and released is described in subdivision plat recorded in Document No. 2008025874 in the Official Public Records of Williamson County, Texas and specifically described by metes and bound and diagram in **Exhibit “A”** attached hereto and incorporated herein (the “Property”);

WHEREAS, the Owner is providing replacement easements to the City and will construct new waterline infrastructure as part of its development; and,

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

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

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

SECTION 2. The Mayor is hereby authorized to execute a Quitclaim Deed in substantially the same form attached hereto as Exhibit "B" and any other conveyance document(s) necessary to complete the release and abandonment of the utility 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:

Charlie McNabb, City Attorney

Page 1 of 3
 Proj No. 22625
 June 27, 2018
 Revised: February 10, 2020

20' Waterline Easement Vacation
 Lot 1 and Lot 2, Block A, Estrella Crossing Commercial
 David Wright Survey, Abstract No. 13
 Williamson County, Texas

DESCRIPTION OF WATERLINE EASEMENT VACATION

DESCRIPTION OF A 0.809 ACRE TRACT OF LAND LOCATED IN THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 20-FOOT WIDE WATERLINE EASEMENT DEDICATED BY PLAT OF THE RESUBDIVISION OF ESTRELLA CROSSING COMMERCIAL, A MAP OF WHICH IS RECORDED IN DOCUMENT NUMBER 2008025874 (CABINET EE, SLIDE 241, PLAT RECORDS) OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PART OF LOT 1, BLOCK A, OF SAID RESUBDIVISION, CONVEYED TO WESLEYAN HOMES, INC. IN DOCUMENT NO. 2019006319, SAID OFFICIAL PUBLIC RECORDS, AND BEING A PART OF LOT 2, BLOCK A, SAID RESUBDIVISION OF ESTRELLA CROSSING CONVEYED TO WESLEYAN HOMES, INC. IN DOCUMENT NO. 2019006918, SAID OFFICIAL PUBLIC RECORDS, SAID 0.809 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point in the north right-of-way line of Ranch-to-Market Road 2338, commonly known as Williams Drive, a 120-foot wide right-of-way, of record in Volume 2112, Page 37, Deed Records, Williamson County, Texas, said point being in the southwest line of said Lot 1, Block A, for the most southerly corner of the herein described tract, from which, the south corner of said Lot 1, Block A, being the west corner of Lot 4, Block A, of said RESUBDIVISION OF ESTRELLA CROSSING COMMERCIAL, bears South 57°53'29" East, a distance of 49.71 feet;

THENCE, North 57°53'29" West, with said north right-of-way line of Williams Drive and said southwest line of Lot 1, Block A, a distance of 20.00 feet, to a point;

THENCE, leaving said northerly right-of-way line of Williams Drive and said southwest line of Lot 1, Block A, crossing said Lots 1 and 2, of Block A, the following twenty-four (24) courses:

1. North 32°06'34" East, a distance of 14.41 feet, to a point;
2. North 47°00'14" East, passing "Point A" at a distance of 26.66 feet, passing "Point B" at distance of 46.66 feet, continuing for a total distance of 173.76 feet, to a point;
3. North 24°30'14" East, a distance of 82.33 feet, to a point;
4. North 02°00'14" East, a distance of 76.62 feet, to a point;
5. North 42°59'46" West, a distance of 202.69 feet, to a point;

STEGER BIZZELL

1978 S. Austin Ave
 Georgetown, TX 78626

*Mkt
 02/10/2020*

6. North 65°05'09" West, a distance of 243.29 feet, to a point;
7. South 80°58'53" West, a distance of 95.99 feet, to a point;
8. South 35°58'53" West, a distance of 121.97 feet, to a point;
9. South 13°28'53" West, a distance of 55.84 feet, to a point;
10. South 09°01'07" East, a distance of 70.47 feet, to a point;
11. South 57°53'29" East, a distance of 464.48 feet, to a point;
12. South 42°59'46" East, a distance of 5.97 feet, to "Point B";
13. South 47°00'14" West, a distance of 20.00 feet, to "Point A";
14. North 42°59'46" West, a distance of 3.36 feet, to a point;
15. North 57°53'29" West, a distance of 470.96 feet, to a point;
16. North 09°01'07" West, a distance of 83.53 feet, to a point;
17. North 13°28'53" East, a distance of 63.80 feet, to a point;
18. North 35°58'53" East, a distance of 134.23 feet, to a point;
19. North 80°58'53" East, a distance of 110.37 feet, to a point;
20. South 65°05'09" East, a distance of 253.29 feet, to a point;
21. South 42°59'46" East, a distance of 75.90 feet, to a point;
22. North 47°00'14" East, a distance of 15.45 feet, to a point;
23. North 68°15'05" East, a distance of 48.79 feet, to a point;
24. North 23°15'05" East, a distance of 39.23 feet, point in the north line of said Lot 1, Block A, and in the southerly right-of-way line of Estrella Crossing, a variable width right-of-way dedicated in Cabinet DD, Slide 92, Plat Records of Williamson County, Texas;

THENCE, South 66°44'56" East, with the southerly right-of-way line of Estrella Crossing, a distance of 20.00 feet, to a point, from which the east corner of said Lot 1, Block A, bears South 66°44'56" East, a distance of 143.73 feet;

THENCE, leaving said southerly right-of-way line, crossing said Lot 1, Block A, the following eight (8) courses:

1. South 23°15'05" West, a distance of 47.52 feet, to a point;
2. South 68°15'05" West, a distance of 53.33 feet, to a point;



1978 S. Austin Ave
Georgetown, TX 78626

MAC
02/10/2020

Page 3 of 3
Proj No. 22625
June 27, 2018
Revised: February 10, 2020

20' Waterline Easement Vacation
Lot 1 and Lot 2, Block A, Estrella Crossing Commercial
David Wright Survey, Abstract No. 13
Williamson County, Texas

3. South 47°00'14" West, a distance of 11.69 feet, to a point;
4. South 42°59'46" East, a distance of 118.97 feet, to a point;
5. South 02°00'14" West, a distance of 88.88 feet, to a point;
6. South 24°30'14" West, a distance of 90.29 feet, to a point;
7. South 47°00'14" West, a distance of 175.12 feet, to a point;
8. South 32°06'34" West, a distance of 11.79 feet, to the **POINT OF BEGINNING**, and containing 0.809 acres of land, more or less, within these metes and bounds.

This description and accompanying sketch are based on the recorded subdivision plat in Doc. No. 2008025874 (Cabinet EE, Slide 241), Plat Records, Williamson County, Texas. Field work was not performed for the vacation of the herein described waterline easement.

The subject tract is an easement release or vacation, monuments were not set for corners.

I certify that this description was prepared from record information in June, 2018, under my supervision.

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



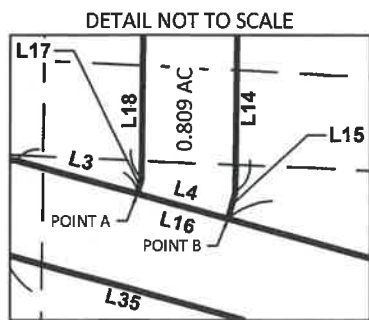
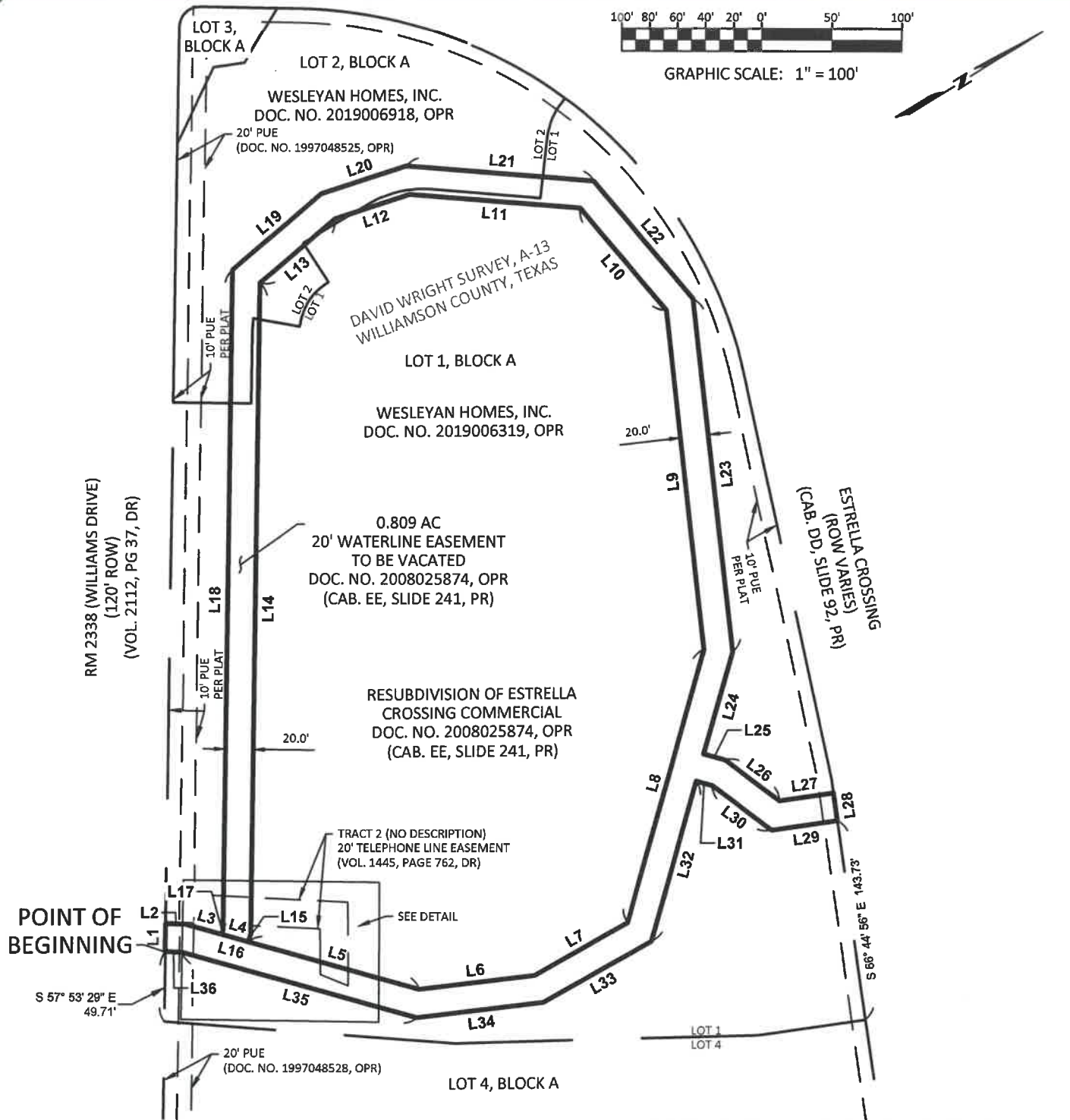
REVISED: 02/10/2020 – Updated ownership

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STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

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VACATION OF 20' WATERLINE EASEMENT
ON LOT 1 AND LOT 2, BLOCK A
RESUBDIVISION OF ESTRELLA CROSSING COMMERCIAL
WILLIAMSON COUNTY, TEXAS

ADDRESS		1978 S. AUSTIN AVENUE		GEORGETOWN, TX 78626	
METRO	512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-181	WB	STEGEBIZZELL.COM	
SERVICES		>>ENGINEERS >>PLANNERS >>SURVEYORS			

PAGE 1 OF 2
SEE PAGE 2 FOR
NOTES, LEGEND, AND
LINE TABLE

DATE 06/27/2018

JOB NO. 22625

Line Table		
Line #	Direction	Length
L1	N 57°53'29" W	20.00'
L2	N 32°06'34" E	14.41'
L3	N 47°00'14" E	26.66'
L4	N 47°00'14" E	20.00'
L5	N 47°00'14" E	127.10'
L6	N 24°30'14" E	82.33'
L7	N 02°00'14" E	76.62'
L8	N 42°59'46" W	202.69'
L9	N 65°05'09" W	243.29'
L10	S 80°58'53" W	95.99'
L11	S 35°58'53" W	121.97'
L12	S 13°28'53" W	55.84'
L13	S 09°01'07" E	70.47'
L14	S 57°53'29" E	464.48'
L15	S 42°59'46" E	5.97'
L16	S 47°00'14" W	20.00'
L17	N 42°59'46" W	3.36'
L18	N 57°53'29" W	470.96'

Line Table		
Line #	Direction	Length
L19	N 09°01'07" W	83.53'
L20	N 13°28'53" E	63.80'
L21	N 35°58'53" E	134.23'
L22	N 80°58'53" E	110.37'
L23	S 65°05'09" E	253.29'
L24	S 42°59'46" E	75.90'
L25	N 47°00'14" E	15.45'
L26	N 68°15'05" E	48.79'
L27	N 23°15'05" E	39.23'
L28	S 66°44'56" E	20.00'
L29	S 23°15'05" W	47.52'
L30	S 68°15'05" W	53.33'
L31	S 47°00'14" W	11.69'
L32	S 42°59'46" E	118.97'
L33	S 02°00'14" W	88.88'
L34	S 24°30'14" W	90.29'
L35	S 47°00'14" W	175.12'
L36	S 32°06'34" W	11.79'

LEGEND

OPR	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
DR	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
PR	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
ROW	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT

NOTES:

1. SUBJECT TRACT SHOWN HEREON IS FOR AN EASEMENT RELEASE. NO MONUMENTATION SET FOR CORNERS.
2. THIS SKETCH AND ACCOMPANYING DESCRIPTION ARE BASED ON THE RECORDED SUBDIVISION PLAT IN DOC. NO. 2008025874, OPR, (CAB. EE, SLIDE 241, PR).
3. FIELD WORK WAS NOT PERFORMED FOR THE VACATION OF THE 20' WATERLINE EASEMENT.

I CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM RECORD INFORMATION IN JUNE, 2018, UNDER MY SUPERVISION.

Miguel A. Escobar
02/10/2020

MIGUEL A. ESCOBAR, LSLs, RPLS
TEXAS REG. No. 5630
DATE: 06/27/2018
REVISED: 02/10/2020 - UPDATED OWNERSHIP



VACATION OF 20' WATERLINE EASEMENT
ON LOT 1 AND LOT 2, BLOCK A
RESUBDIVISION OF ESTRELLA CROSSING COMMERCIAL
WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL	
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
WEB STEGERBIZZELL.COM	

Exhibit "B"

QUITCLAIM DEED

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

DATE: _____, 2020

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

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

GRANTEE: Wesleyan Homes, Inc., a Texas nonprofit corporation.

GRANTEE'S Mailing Address (including County): 265 White Horon Dr., Georgetown, Texas 78628.

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

PROPERTY:

BEING all of those easement rights to that certain .809 acre tract of land located in David Wright Survey, Abstract No. 13, Williamson County, Texas, being all of that certain 20-foot wide waterline easement dedicated by plat of the re-subdivision of Estrella Crossing Commercial, a map of which is recorded in Document Number 2008025874 (Cabinet EE, Slide 241, Plat Records) of the official public records of Williamson County, Texas, being a part of Lot 1, Block A., of said Subdivision, conveyed to Wesleyan Homes, Inc. in document no. 2019006319, said official public records, and being a party of Lot 2, Block A, said re-subdivision of Estrella Crossing conveyed to Wesleyan Homes, Inc. in Document Number 2019006918, said official public records, said 0.809 acre tract of land being more particularly described by metes and bounds with a sketch in **Exhibit "A"** attached hereto and incorporated herein by this reference.

For the consideration, GRANTOR quitclaims to GRANTEE all of GRANTOR'S right, title, and interest in and to the above described property, to have and to hold it to GRANTEE,

GRANTEE'S successors and assigns, forever. Neither GRANTOR, nor GRANTOR'S successors and assigns, shall have, claim or demand any right or title to the Property or any part of it.

EXECUTED this the _____ day of _____, 2020.

GRANTOR:
CITY OF GEORGETOWN

ATTEST:

BY: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

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

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

Notary Public, State of Texas

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

Page 1 of 3
 Proj No. 22625
 June 27, 2018
 Revised: February 10, 2020

20' Waterline Easement Vacation
 Lot 1 and Lot 2, Block A, Estrella Crossing Commercial
 David Wright Survey, Abstract No. 13
 Williamson County, Texas

DESCRIPTION OF WATERLINE EASEMENT VACATION

DESCRIPTION OF A 0.809 ACRE TRACT OF LAND LOCATED IN THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 20-FOOT WIDE WATERLINE EASEMENT DEDICATED BY PLAT OF THE RESUBDIVISION OF ESTRELLA CROSSING COMMERCIAL, A MAP OF WHICH IS RECORDED IN DOCUMENT NUMBER 2008025874 (CABINET EE, SLIDE 241, PLAT RECORDS) OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PART OF LOT 1, BLOCK A, OF SAID RESUBDIVISION, CONVEYED TO WESLEYAN HOMES, INC. IN DOCUMENT NO. 2019006319, SAID OFFICIAL PUBLIC RECORDS, AND BEING A PART OF LOT 2, BLOCK A, SAID RESUBDIVISION OF ESTRELLA CROSSING CONVEYED TO WESLEYAN HOMES, INC. IN DOCUMENT NO. 2019006918, SAID OFFICIAL PUBLIC RECORDS, SAID 0.809 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point in the north right-of-way line of Ranch-to-Market Road 2338, commonly known as Williams Drive, a 120-foot wide right-of-way, of record in Volume 2112, Page 37, Deed Records, Williamson County, Texas, said point being in the southwest line of said Lot 1, Block A, for the most southerly corner of the herein described tract, from which, the south corner of said Lot 1, Block A, being the west corner of Lot 4, Block A, of said RESUBDIVISION OF ESTRELLA CROSSING COMMERCIAL, bears South 57°53'29" East, a distance of 49.71 feet;

THENCE, North 57°53'29" West, with said north right-of-way line of Williams Drive and said southwest line of Lot 1, Block A, a distance of 20.00 feet, to a point;

THENCE, leaving said northerly right-of-way line of Williams Drive and said southwest line of Lot 1, Block A, crossing said Lots 1 and 2, of Block A, the following twenty-four (24) courses:

1. North 32°06'34" East, a distance of 14.41 feet, to a point;
2. North 47°00'14" East, passing "Point A" at a distance of 26.66 feet, passing "Point B" at distance of 46.66 feet, continuing for a total distance of 173.76 feet, to a point;
3. North 24°30'14" East, a distance of 82.33 feet, to a point;
4. North 02°00'14" East, a distance of 76.62 feet, to a point;
5. North 42°59'46" West, a distance of 202.69 feet, to a point;

STEGER BIZZELL

1978 S. Austin Ave
 Georgetown, TX 78626

*Mkt
 02/10/2020*

6. North 65°05'09" West, a distance of 243.29 feet, to a point;
7. South 80°58'53" West, a distance of 95.99 feet, to a point;
8. South 35°58'53" West, a distance of 121.97 feet, to a point;
9. South 13°28'53" West, a distance of 55.84 feet, to a point;
10. South 09°01'07" East, a distance of 70.47 feet, to a point;
11. South 57°53'29" East, a distance of 464.48 feet, to a point;
12. South 42°59'46" East, a distance of 5.97 feet, to "Point B";
13. South 47°00'14" West, a distance of 20.00 feet, to "Point A";
14. North 42°59'46" West, a distance of 3.36 feet, to a point;
15. North 57°53'29" West, a distance of 470.96 feet, to a point;
16. North 09°01'07" West, a distance of 83.53 feet, to a point;
17. North 13°28'53" East, a distance of 63.80 feet, to a point;
18. North 35°58'53" East, a distance of 134.23 feet, to a point;
19. North 80°58'53" East, a distance of 110.37 feet, to a point;
20. South 65°05'09" East, a distance of 253.29 feet, to a point;
21. South 42°59'46" East, a distance of 75.90 feet, to a point;
22. North 47°00'14" East, a distance of 15.45 feet, to a point;
23. North 68°15'05" East, a distance of 48.79 feet, to a point;
24. North 23°15'05" East, a distance of 39.23 feet, point in the north line of said Lot 1, Block A, and in the southerly right-of-way line of Estrella Crossing, a variable width right-of-way dedicated in Cabinet DD, Slide 92, Plat Records of Williamson County, Texas;

THENCE, South 66°44'56" East, with the southerly right-of-way line of Estrella Crossing, a distance of 20.00 feet, to a point, from which the east corner of said Lot 1, Block A, bears South 66°44'56" East, a distance of 143.73 feet;

THENCE, leaving said southerly right-of-way line, crossing said Lot 1, Block A, the following eight (8) courses:

1. South 23°15'05" West, a distance of 47.52 feet, to a point;
2. South 68°15'05" West, a distance of 53.33 feet, to a point;

STEGE BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

MAC
02/10/2020

Page 3 of 3
Proj No. 22625
June 27, 2018
Revised: February 10, 2020

20' Waterline Easement Vacation
Lot 1 and Lot 2, Block A, Estrella Crossing Commercial
David Wright Survey, Abstract No. 13
Williamson County, Texas

3. South 47°00'14" West, a distance of 11.69 feet, to a point;
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The subject tract is an easement release or vacation, monuments were not set for corners.

I certify that this description was prepared from record information in June, 2018, under my supervision.

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

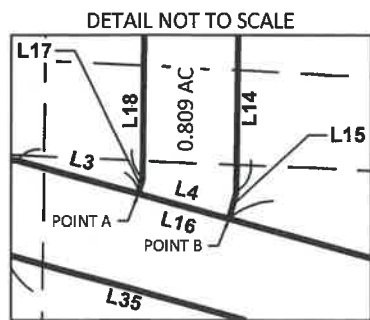
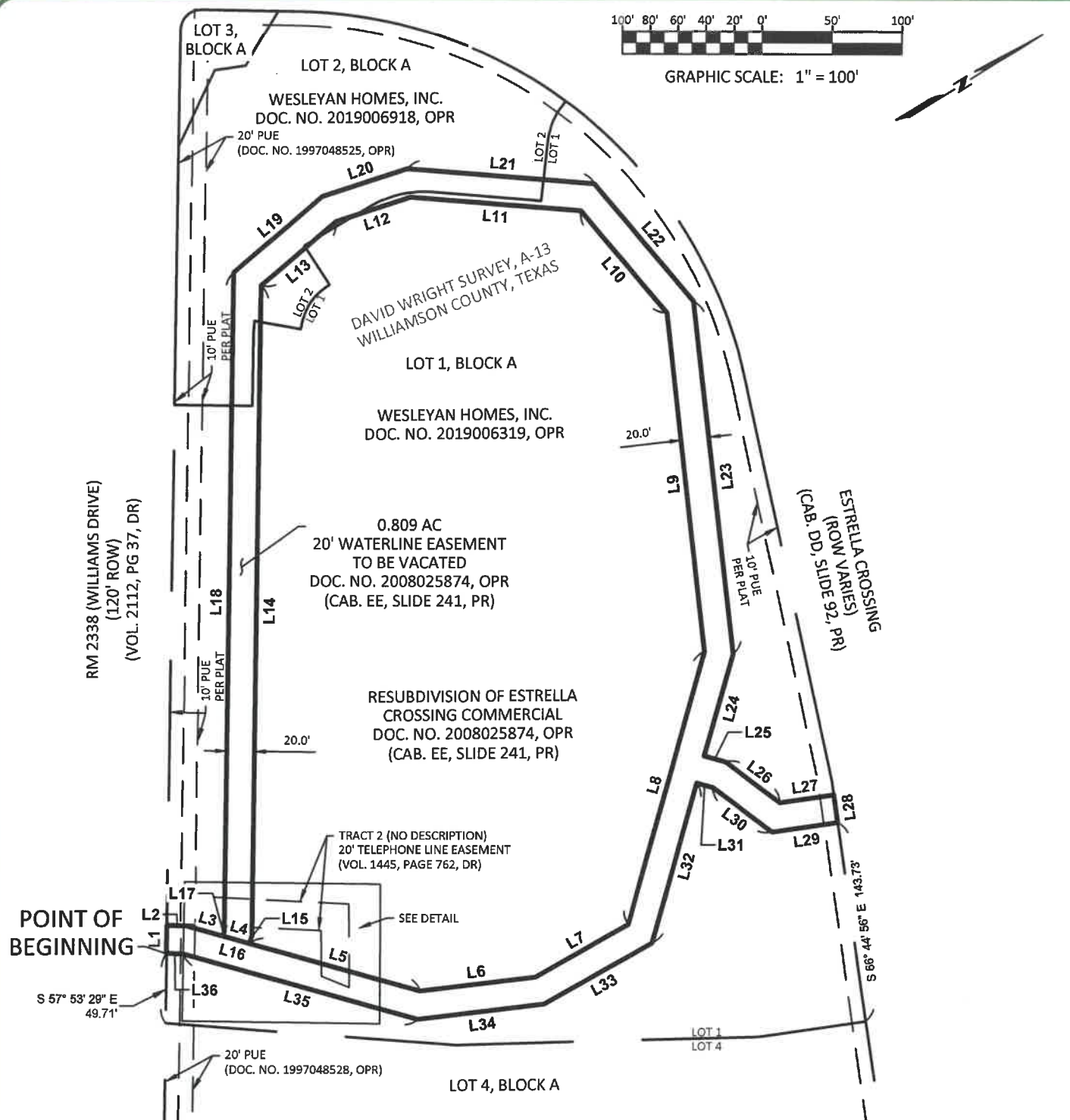


REVISED: 02/10/2020 – Updated ownership

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STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626



Handwritten: MAY 02/06/2020

STEGER BIZZELL

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			

DATE 06/27/2018

Line Table		
Line #	Direction	Length
L1	N 57°53'29" W	20.00'
L2	N 32°06'34" E	14.41'
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L4	N 47°00'14" E	20.00'
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L27	N 23°15'05" E	39.23'
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LEGEND

OPR	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
DR	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
PR	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
ROW	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT

NOTES:

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2. THIS SKETCH AND ACCOMPANYING DESCRIPTION ARE BASED ON THE RECORDED SUBDIVISION PLAT IN DOC. NO. 2008025874, OPR, (CAB. EE, SLIDE 241, PR).
3. FIELD WORK WAS NOT PERFORMED FOR THE VACATION OF THE 20' WATERLINE EASEMENT.

I CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM RECORD INFORMATION IN JUNE, 2018, UNDER MY SUPERVISION.

Miguel A. Escobar
02/10/2020

MIGUEL A. ESCOBAR, LSLs, RPLS
TEXAS REG. No. 5630
DATE: 06/27/2018
REVISED: 02/10/2020 - UPDATED OWNERSHIP



VACATION OF 20' WATERLINE EASEMENT
ON LOT 1 AND LOT 2, BLOCK A
RESUBDIVISION OF ESTRELLA CROSSING COMMERCIAL
WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL	
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
WEB STEGERBIZZELL.COM	

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Forwarded from Georgetown Transportation Advisory Board (GTAB):

Consideration and possible action to approve **Change Order #1** to **CHASCO Constructors Ltd., LLP** for **utility relocates** associated with **FM 971** and **Northwest Blvd. Improvements** in the amount of **\$577,907.00** -- Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager

ITEM SUMMARY:

This Change Order is to add relocation and maintenance of existing underground utilities East of IH-35 and in the Right-Of-Way ending at Gann St. This work will clear water and wastewater lines in conflict with both the Northwest Blvd extension and the future FM971 improvements (in the vicinity of Austin Avenue). Once completed, FM971 will be considered "clear" and be ready for public bid by the Texas Department of Transportation. Pricing is in line with the recently received low bids for the Northwest Blvd Bridge and the contractor is already onsite undertaking similar work.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GTAB Board at their meeting held on March 13, 2020.

FINANCIAL IMPACT:

Funds are available in the current Capital Improvement Plan budget and sourced from the 2008 Voter Approved Road Bond.

SUBMITTED BY:

Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager

ATTACHMENTS:

quote spreadsheet
sign CO form

19035 FM 971 WL & WWL RELOCATION

2/28/2020

DESCRIPTION	QTY	UNITS	UNIT	BID TOTAL
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UTILITY IMPROVEMENTS

BARRICADES, SIGNS, TRAFFIC HANDLING	2	MO	\$ 11,000.00	\$ 22,000.00
SITE PREPARATION	1.16	AC	\$ 8,200.00	\$ 9,512.00
SEDIMENT CONTROL FENCE	2,000	LF	\$ 2.55	\$ 5,100.00
CONSTRUCTION ENTRANCE	2	EA	\$ 1,495.00	\$ 2,990.00
TREE PROTECTION	4	EA	\$ 440.00	\$ 1,760.00
ROCK BERM	30	LF	\$ 23.00	\$ 690.00
FURNISH AND INSTALL 6" TOPSOIL	3,400	SY	\$ 5.00	\$ 17,000.00
FERTILIZER	0.20	TN	\$ 1,160.00	\$ 232.00
SEEDING	3,400	SY	\$ 1.50	\$ 5,100.00
FIBER MULCH	3,400	SY	\$ 1.50	\$ 5,100.00
ASPHLAT PAVEMENT REPAIR	125	SY	\$ 445.00	\$ 55,625.00
CONCRETE CURB REPAIR	16	LF	\$ 122.00	\$ 1,952.00
6" PVC C-900 WL	356	LF	\$ 73.00	\$ 25,988.00
12" PVC C-900 WL	1,648	LF	\$ 63.00	\$ 103,824.00
6"x6" WET CONNECTION	2	EA	\$ 1,860.00	\$ 3,720.00
12"x6" WT CONNECTION	2	EA	\$ 1,860.00	\$ 3,720.00
12"x12" WET CONNECTION	3	EA	\$ 2,240.00	\$ 6,720.00
6" GATE VALVE	6	EA	\$ 1,040.00	\$ 6,240.00
12" GATE VALVE	6	EA	\$ 2,715.00	\$ 16,290.00
FHA W/ 6" LEAD	5	EA	\$ 6,530.00	\$ 32,650.00
TRENCH SAFETY	2,503	LF	\$ 2.00	\$ 5,006.00
18" STEEL CASING	127	LF	\$ 195.00	\$ 24,765.00
24" STEEL CASING	290	LF	\$ 150.00	\$ 43,500.00
4' WW MANHOLE	3	EA	\$ 7,500.00	\$ 22,500.00
8" PVC WWL	510	LF	\$ 90.00	\$ 45,900.00
REMOVE EXISTING MANHOLE	1.00	EA	\$ 16,300.00	\$ 16,300.00
NO BID ITEMS				
CONCRETE CAP WWL	101	LF	\$ 43.00	\$ 4,343.00
REPLACE MBGF	20	LF	\$ 79.00	\$ 1,580.00
REPLACE GRANITE TRAIL	180	SY	\$ 30.00	\$ 5,400.00
SW3P	1	LS	\$ 2,400.00	\$ 2,400.00
UNDERGROUND CONDUIT 2-6" & 2-4" PVC	500	LF	\$ 160.00	\$ 80,000.00

UTILITY IMPROVEMENTS \$ **577,907.00**

Total Site Improvements	\$ 577,907.00
--------------------------------	----------------------

VE OPTIONS				
DEDUCT CONCRETE CAP WWL	-101	LF	\$ 40.00	\$ (4,040.00)
DEDUCT FLOW FILL AND TEMP PATCH AT FM 971	-40	SY	\$ 215.00	\$ (8,600.00)
DEDUCT BYPASS PUMPING & DEMO MH	-1	EA	\$ 15,000.00	\$ (15,000.00)
ADD CORE MH AND RE-COAT	1	EA	\$ 7,500.00	\$ 7,500.00

CONCRETE CURB REPAIR \$ **(20,140.00)**

NOTES AND EXCLUSIONS:

1. TESTING, BONDS, FEES IS EXCLUDED
2. WAGE SCALE IS EXCLUDED
3. EXCLUDES ALL SITE DEVELOPMENT FEES, TAP FEES, TURP FEES, TESTING, AND INSPECTIONS
4. WATER METERS ARE EXCLUDED
5. SITE ELECTRICAL AND SITE LIGHTING AND CONDUIT IS EXCLUDED
6. HAND PRUNING/ TRIMMING OF EXISTING TREES IS EXCLUDED
7. ALL WATER METERS ARE EXCLUDED FROM PRICING.
8. GROUT FILLING OF EXISTING UTILITY LINES TO BE ABANDONED IS EXCLUDED
9. TEMPORARY FENCE IS EXCLUDED. PLEASE ADVISE IF YOU NEED PRICING.
10. **TAX IS EXCLUDED**
11. RPLS SURVEYING AND LAYOUT IS EXCLUDED
12. HAZARDOUS MATERIAL IF ANY IS EXCLUDED
13. HAUL-OFF OF OTHER TRADES SPOILS IS EXCLUDED
14. STRUCTURAL EXCAVATION IS SPECIFICALLY EXCLUDED
15. EXCAVATION AND FINE GRADING FOR SIDEWALKS AND LANDSAPING IS EXCLUDED
16. ANYTHING NOT SPECIFICALLY MENTIONED IN PRICING ABOVE IS EXCLUDED.
17. ROCK TRENCHING AND EXCAVATION IS EXCLUDED.
18. RELOCATING AND ADJUSTING LANDSCAPE & IRRIGATION IS EXCLUDED
19. FLOWABLE FILL IN ELECTRICAL CONDUIT TRENCH.

Change Order

No. 1

Date of Issuance: _____ Effective Date: _____

Project: (1FB) Northwest Blvd	Owner: City of Georgetown	Owner's Contract No.: 19-0032-CIP
Contract: Northwest Blvd Improvements		Date of Contract: 7-26-19
Contractor: CHASCO Constructors Ltd., LLP		Engineer's Project No.: N/A

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Add relocation and maintenance of existing underground utilities East of IH 35 and in the extended ROW to Gann St.

Attachments (list documents supporting change):

Line item quote for requested work.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: Calendar days
\$8,149,698.00 _____	Substantial completion (days or date): 365 _____
	Ready for final payment (days or date): 425 _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$N/A _____	Substantial completion (days): _____
	Ready for final payment (days): _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$8,149,698.00 _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Increase of this Change Order:	[Increase] of this Change Order:
\$577,907.00 _____	Substantial completion (days or date): 60 _____
	Ready for final payment (days or date): 75 _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$8,727,605.00 _____	Substantial completion (days or date): 425 _____
	Ready for final payment (days or date): 500 _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: Charles J. [Signature]
Contractor (Authorized Signature)

Date: 2/28/2020

Date: _____

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Forwarded from Georgetown Utility Systems Advisory Board (GUS):

Consideration and possible action to approve **Task Order Amendment KPA-15-003-A2** with **Kasberg, Patrick & Associates, LP** of Georgetown, Texas, for **professional services** related to the **Shell Road Waterline Improvements** in the amount of **\$84,855.00** -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:

This Task Order Amendment is for Professional Engineering Services to prepare plans and specifications for the re-alignment of approximately 5,300 LF of the 16-inch waterline along Shell Road. This re-alignment will match up to a development project that will reduce the overall 16-inch waterline project by approximate 2000 LF and the need for 10 easements. These services will also include topographic survey, boundary surveys, easement field notes and sketches, environmental Phase I, cultural resources investigations and a geological assessment.

STAFF RECOMMENDATIONS:

Staff recommends executing Task Order Amendment KPA-15-003-A2 for professional services relating to the Shell Road Waterline Improvements with Kasberg, Patrick, & Associates, LP of Georgetown, Texas, in the amount of \$84,855.00.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GUS Board at their meeting held on March 13, 2020.

FINANCIAL IMPACT:

Funds for this expenditure are budgeted in the Water CIP GL. # 660-9-0580-90-125.

SUBMITTED BY:

Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, Project Manager

ATTACHMENTS:

Task Order KPA-15-003-A2

Exhibit

EXHIBIT K, consisting of 5 pages, referred to in and part of the Master Services **Agreement between Owner and Kasberg, Patrick & Associates, LP (“Engineer”) for Professional Services** – Task Order Edition dated March 23, 2016.

Second Amendment to Task Order No. KPA-15-003-TO-A2

1. Specific Project Data:

- A. Title: Shell Road Waterline Improvements
- B. Description: Professional Engineering Services to prepare plans and specifications for the construction of a 16-inch water line extension from approximately 1,800 LF north of the Shell Road/Sycamore Street Intersection of Highway 195 (approx.13,500 LF) and a 12-inch water line extension from Shell Road/Shell Road Spur Intersection to Shinnecock Hills Drive (approx. 2,300 LF) as well as water line connection at Sun City Boulevard/Hwy 195 Intersection and a water line connection and pressure reducing valve installation approximately 3,500 LF southeast of the Shell Road/Hwy 195 in Georgetown, TX. These services will also include topographic surveys, boundary surveys, easement field notes and sketches, environmental Phase I, cultural resources investigations and a geological assessment.
- C. City of Georgetown Project Number: 2CI
- D. City of Georgetown General Ledger Account No.: 660-9-0580-90-125
- E. City of Georgetown Purchase Order No.: _____
- F. Master Services Agreement, Contract Number: 2016-730-MSA

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

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

3. Description of Modifications

- A. Engineer shall perform the following Additional Services:

The Engineer (KPA) will perform additional design work, including easement modifications, for the Shell Road Waterline Improvements Project.

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

The Engineer (KPA) will perform additional design work and easement modifications for the Shell Road Waterline Improvements Project. The additional work will consist of the following:

- 1. Prepare plan sets that includes the re-alignment of approximately 5,300 LF of 16-inch water line;***
- 2. Preparation of Permeant and Temporary easement documents (7 total);***

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

Provide asbuilt/record drawings for existing water system in areas of modifications/design.

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

Lump Sum amount of \$84,855.00

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

Within 60 days from approval of amendment.

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

4. Attachments [if any]:

Exhibit B – Fee Schedule
Exhibit C – Project Location Map

Terms and Conditions: Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Task Order Amendment is March 24, 2020.

OWNER:

By: _____

Name: Dale Ross

Title: Mayor, City of Georgetown

ATTEST:

Robyn Densmore, City Secretary

ENGINEER:

By: 

Name: Alvin R. Sutton III, P.E., CFM

Title: Principal

Engineer License or Firm's
Certificate No. F-510
State of: Texas

APPROVED AS TO FORM:

City Attorney

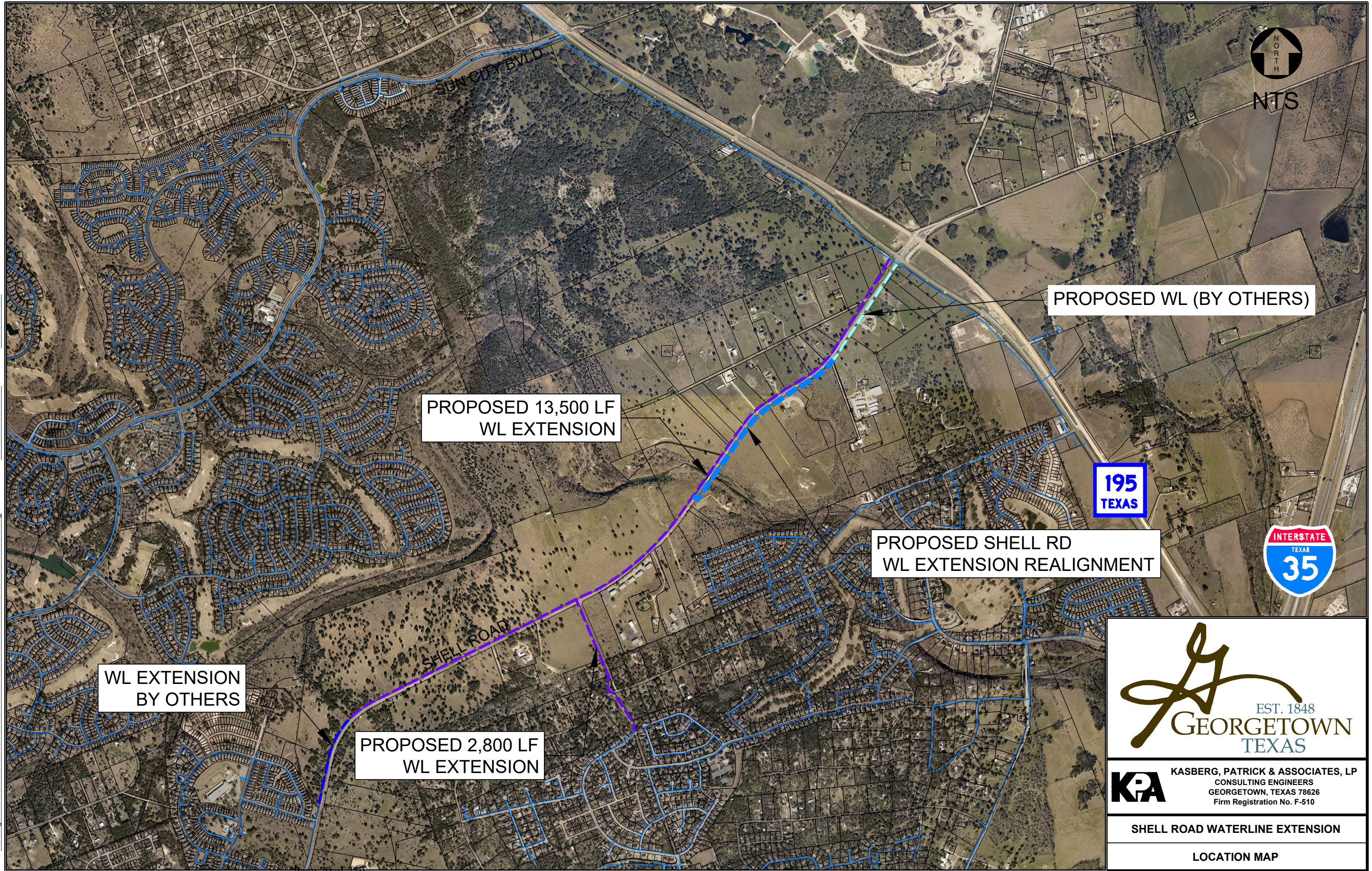
EXHIBIT B: FEE SCHEDULE


Shell Road Water Line Extension - Contract Amendment No. 2

Summary of Professional Services Fee Estimate by Consultant


February 25, 2020

COST SUMMARY	Summary of Costs			
	KPA	QI	TERRACON	TOTAL
1. PROJECT MANAGEMENT/COORDINATION	\$ -			\$ -
2. EASEMENTS	\$ 2,200.00	\$ 8,200.00		\$ 10,400.00
3. FINAL DESIGN	\$ 59,880.00	\$ 14,575.00		\$ 74,455.00
4. BIDDING	\$ -			\$ -
5. CONSTRUCTION ADMINISTRATION	\$ -			\$ -
PROJECT TOTAL	\$ 62,080.00	\$ 22,775.00	\$ -	\$ 84,855.00
Subconsultants:				
Topographic Surveying/Easement Documents - Quick Inc., Land Surveying				
Environmental (ESA Phase I, Cultural Resources & Geological Assessment) - Terracon				





EST. 1848
GEORGETOWN
TEXAS

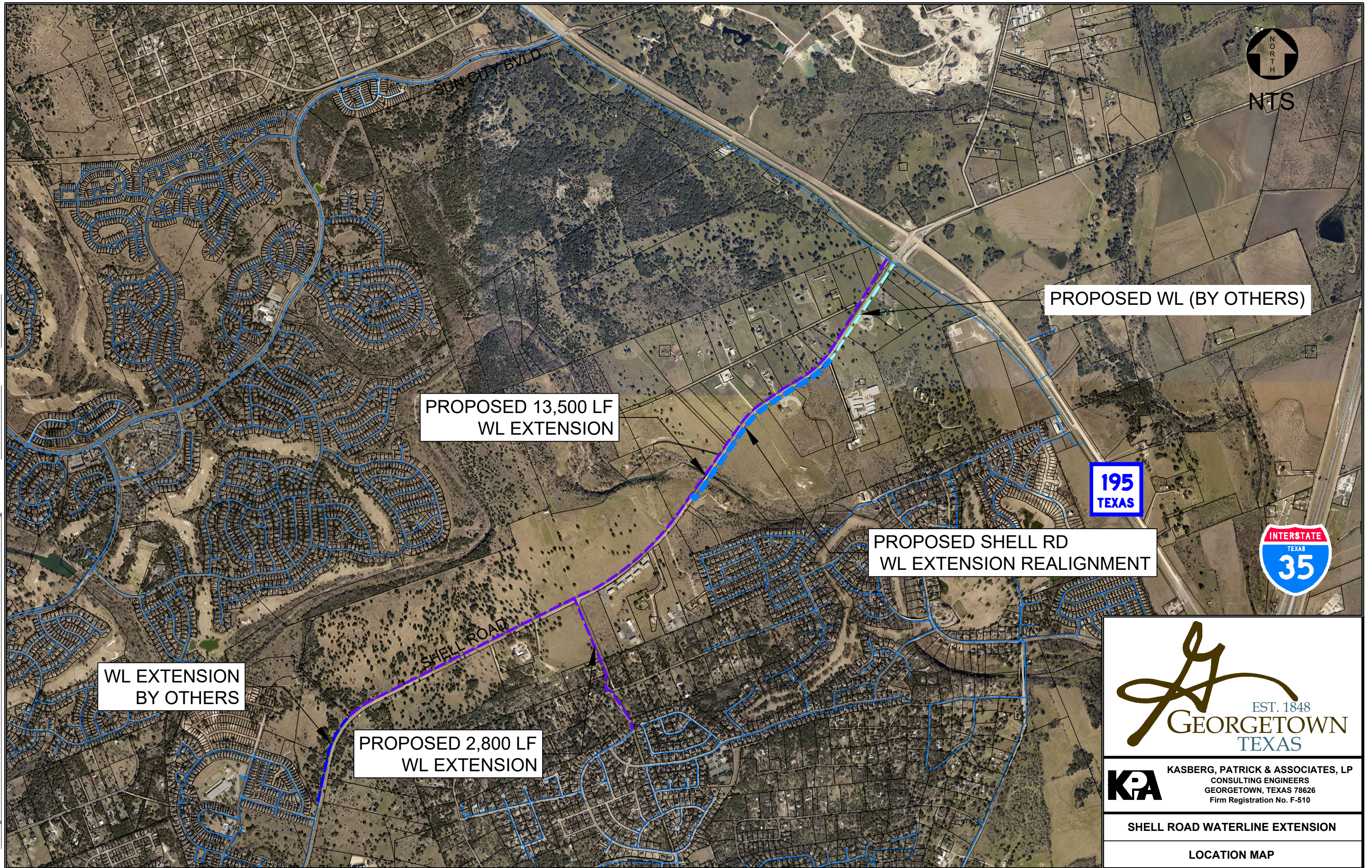


KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626
Firm Registration No. F-510

SHELL ROAD WATERLINE EXTENSION

LOCATION MAP

© 2020 Kasberg, Patrick & Associates, LP KPA Firm Registration Number F-510
FILE: P:\Georgetown\20152015-114 Shell Rd Water Line Extension\CAD\Exhibit\GTOWN-EXHIBIT - rev 01.dwg LAST SAVED: 2/26/2020 11:55:27 AM LAYOUT: LOCATION MAP



KPA KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626
Firm Registration No. F-510

SHELL ROAD WATERLINE EXTENSION

LOCATION MAP

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Forwarded from Georgetown Utility Advisory Board (GUS):

Consideration and possible action to approve **Task Order KPA-20-006** with **Kasberg, Patrick & Associates, LP** of Georgetown Texas for the **design, bid and construction** services for the **Southwest Bypass Waterline project** in the amount of **\$206,630.00** -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:

Task Order KPA-20-006-TO is for the Professional Engineering Services to prepare plans and specifications for the construction of approximately 7,200 LF of 24-inch water line. The Southwest Bypass Water Line Project will connect to the existing 24-inch water line at north end of the Southwest Bypass Project and run south on the eastern edge of the Southwest Bypass ROW and connect to the existing 16-inch water line at the Leander Road (FM 2243) and Southwest Bypass Intersection.

STAFF RECOMMENDATION:

Staff recommends awarding Task Order KPA-20-006 to Kasberg, Patrick & Associates, LP of Georgetown, Texas for Professional Engineering Services in the amount of \$206,630.00.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GUS Board at their meeting held on March 13, 2020.

FINANCIAL IMPACT:

Funds for these projects are available in the Water CIP fund.

SUBMITTED BY:

Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager

ATTACHMENTS:

KPA-20-006-TO

Project Exhibit

TASK ORDER

Task Order No. KPA-20-006-TO,
consisting of 10 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Kasberg, Patrick & Associates, LP ("Engineer") for Professional Services – Task Order Edition, dated March 23, 2016, ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: Southwest Bypass Waterline Project
- B. Description: Professional Engineering Services to prepare plans and specifications for the construction of approximately 7,200 LF of 24-inch water line. The Southwest Bypass Water Line Project will connect to the existing 24-inch water line at north end of the Southwest Bypass Project and run south on the eastern edge of the Southwest Bypass ROW and connect to the existing 16-inch water line at the Leander Road (FM 2243) and Southwest Bypass Intersection.
- C. City of Georgetown Project Number: _____
- D. City of Georgetown General Ledger Account No.: 660-90-0580-90-179
- E. City of Georgetown Purchase Order No.: _____
- F. Master Services Agreement, Contract Number: 2016-730-MSA

2. Services of Engineer

See Exhibit A, Scope of Services, attached

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in the Agreement subject to the following:
Consultant will require coordination from the City to capture locations of existing City owned utilities within the project area as well as any asbuilt/record drawings depicting any existing utilities in the area.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
<u>Final Design</u>	<u>June 1, 2020</u>
<u>Bidding</u>	<u>July 15, 2020</u>
<u>Construction Administration</u>	<u>February 1, 2021</u>

TASK ORDER

5. Payments to Engineer

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum or Not to Exceed Amount of Compensation for Services</i>
<i>Basic Services Project Coordination, Final Design, Bidding, Construction Administration, Topographic Surveys, ESA PH I.</i>	<i>A. Lump Sum</i>	<i>\$206,630.00</i>

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

6. Consultants:

Kasberg, Patrick & Associates, LP – Georgetown, Texas
All County Surveying – Georgetown, Texas
Terracon Consultants, Inc. – Austin, Texas

7. Other Modifications to Agreement:

None

8. Attachments:

Exhibit A – Scope of Services
Exhibit B – Fee Schedule
Exhibit C – Project Location Map

9. Documents Incorporated By Reference: The Agreement effective March 23, 2016.

TASK ORDER

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

The Effective Date of this Task Order is _____, 2020.

OWNER:

ENGINEER:

By: _____

By: 

Name: Dale Ross

Name: Alvin R (Trae) Sutton III, PE.CFM

Title: Mayor

Title: Principal

Engineer License or Firm's
Certificate No. F-510
State of: Texas

Date: _____

Date: January 27, 2020

APPROVED AS TO FORM:

City Attorney

TASK ORDER

Owner:**Designated Representative for Task Order:**

Name: Michael Hallmark

Title: CIP Manager

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

E-Mail
Address: Michael.Hallmark@georgetown.org

Phone: 512-930-3569

Fax: _____

Engineer:**Designated Representative for Task Order:**

Name: Trae Sutton, P.E., CFM

Title: Senior Project Manager

Address: 800 South Main Street
Georgetown, TX 78626

E-Mail
Address: TSutton@kpaengineers.com

Phone: 512-819-9478

Fax: 254-733-6667

EXHIBIT A – DETAILED PROJECT SCOPE
SERVICES PROVIDED BY ENGINEER
KASBERG, PATRICK & ASSOCIATES, LP
GEORGETOWN, TEXAS

Project Description:

The Southwest Bypass Water Line Project will connect to the existing 24-inch water line at north end of the Southwest Bypass Project and run south on the eastern edge of the Southwest Bypass ROW and connect to the existing 16-inch water line at the Leander Road (FM 2243) and Southwest Bypass Intersection. The professional engineering services include preliminary design, final design, bidding services, construction administration services, and project coordination. These services also include topographic surveys, environmental phase I and geological assessment investigations.

Scope of Services:

The scope of services associated with the Southwest Bypass Water Line Project includes:

I. Schematic Design

- a. Develop Proposed Alignment and Verify
 - i. The ENGINEER will utilize the rights-of-way, easements and property map to develop the proposed alignment of the utilities.
 - ii. The ENGINEER will walk the project route to identify alignment changes and obstacles.
 - iii. The ENGINEER will verify the alignment to release design surveys to commence.
- b. Develop Project Layout with Connections
 - i. The ENGINEER will utilize all gathered information to develop the proposed horizontal alignment layout.
 - ii. The ENGINEER will develop connection to the existing City of Georgetown Water Utility.
- c. Review Alignment with City Staff
 - i. The ENGINEER will coordinate and meet with City Staff to review the proposed alignment. All information discovered concerning existing dry utilities, obstacles, rights-of-way, easements and private property will be discussed.
 - ii. The ENGINEER will develop a consensus with City Staff on the proposed alignment and adjust as agreed upon.

- d. Finalize the Alignment
 - i. The ENGINEER will utilize the Schematic Design, coordination meetings and consensus to finalize the utility locations for the project.
 - ii. The ENGINEER will generate a revised map illustrating rights-of-way, dry utilities and the proposed utility infrastructure.
- e. Coordinate with Dry Utilities
 - i. The ENGINEER will coordinate a meeting with all affected dry utilities and City Staff to discuss the proposed alignment and relocations, if any, of dry utilities.

II. Final Design

- a. Develop Survey Data into Surfaces
 - i. The ENGINEER will develop from the field survey data, surfaces for the project to allow for integrated computer surface design.
 - ii. The ENGINEER will incorporate City of Georgetown imagery into the field surveys and integrate the two as a model.
- b. Develop Plan and Profiles for the Water Utility
 - i. The ENGINEER will utilize the surface model and the finalized alignment to develop plan and profile for the water utility.
 - ii. The ENGINEER will produce 11"x17" sheets illustrating the location of the proposed water line improvements both horizontally and vertically.
 - iii. The ENGINEER will illustrate all depth to existing ground over the centerline of the proposed waterline.
 - iv. The ENGINEER will illustrate all obstacles, dry utilities, rights-of-way, existing easements, proposed easements and private property.
 - v. The ENGINEER will illustrate all proposed slopes, elevations, locations and fittings for the water line utility.
- c. Develop Project Layout with Connections
 - i. The ENGINEER will develop connection details for connection to the existing City of Georgetown Water Utility.
- d. Develop Erosion Control & Traffic Control Plan
 - i. The ENGINEER will develop erosion control for the construction of the project.
 - ii. The ENGINEER will prepare plan sheets illustrating locations and types of Temporary Best Management Practices for erosion control. These sheets will be available for use by the contractor in obtaining permits from the TCEQ for construction of the project.
 - iii. The ENGINEER will develop a traffic control plan to be utilized for this project.
- e. Develop Project Details
 - i. The ENGINEER will develop details for the project to include:

1. Water Line Details
 2. Trench and Bedding Details
 3. Erosion Control Details
 4. Concrete Details
 5. Traffic Control Details
 6. Casing and Encasement Details
 7. Misc. Details
- f. Design Roadway/Driveway Crossings
- i. The ENGINEER will locate areas where the proposed utilities will cross existing roadways and driveways for construction of the project.
 - ii. The ENGINEER will determine, in conjunction and consensus with City Staff the method of crossing (open cut or bore).
 - iii. The ENGINEER will develop plan sheets illustrating the proposed crossings.
- g. Design Connections
- i. The ENGINEER will determine locations and size of the existing water utility. This will be accomplished by field investigations, reviewing of record drawings and meetings with City Staff.
 - ii. The ENGINEER will design connections for the 8-inch water line improvements to the existing water utility.
 - iii. The ENGINEER will design connections for the service connections to residential and commercial customers.
- h. Complete Plans and Specifications
- i. The ENGINEER will develop specifications for the project.
 - ii. The ENGINEER will develop project quantities for all proposed bid items for the project.
 - iii. The ENGINEER will review the plans and specifications that have been developed for quality assurance and quality control (QA/QC).
 - iv. The ENGINEER will adjust the plans and specifications from the QA/QC.
 - v. The ENGINEER will coordinate the plans and specifications.
 - vi. The ENGINEER will develop General Notes for the Project and index sheet for the plans.
 - vii. The ENGINEER will print all specifications and plans to be bound for submittal.
- i. Review Plans with City Staff, Incorporate Comments and Prepare for Bidding
- i. The ENGINEER will schedule a meeting with City Staff to review the plans and specifications.
 - ii. The ENGINEER will receive all City Staff comments and incorporate into the plans. Once comments have been incorporated the ENGINEER will schedule a second meeting with City Staff to review the revised plans.
 - iii. The ENGINEER will submit bidding documents to purchasing for comments. All comments will be addressed.

- iv. The ENGINEER will prepare documents for bidding and assist the City Staff in advertising the project.
- v. The ENGINEER will prepare a final Opinion of Probable Construction Cost.

III. Bidding

- a. The ENGINEER will develop the invitation to bid and deliver to City Staff for advertising the project for public bidding. The ENGINEER will also solicit bids from past contractors to acquire as competitive a bidding process as possible.
- b. The ENGINEER will manage and distribute bidding documents.
- c. The ENGINEER will prepare for the Pre-Bid Conference, develop an agenda and sign in sheet, conduct the Pre-Bid Conference, take notes at the conference, prepare minutes and incorporate into the addenda.
- d. The ENGINEER will receive all questions from bidders, log the questions and answer in the form of an addenda.
- e. The ENGINEER will conduct the bid letting, receive all bids, tabulate the bids and certify them.
- f. The ENGINEER will research the low bidder(s) qualifications and recommend award to the City of Georgetown.

IV. Construction Administration

- a. The ENGINEER will prepare contract documents; forward those to the contractor awarded the project by the Georgetown City Council.
- b. The ENGINEER will schedule and conduct the Pre-Construction Conference. Minutes from the conference will be taken and distributed.
- c. The ENGINEER will receive and review all submittals and material samples for the project. Documentation for the submittals will be generated and distributed to the City of Georgetown and the contractor.
- d. The ENGINEER will hold regularly scheduled construction progress meetings. These meetings will include meeting agendas covering project specifics and schedules. Notes will be taken by the ENGINEER at the meetings. Minutes will then be developed and distributed to the City of Georgetown Staff and the contractor.
- e. The ENGINEER will make periodic visits the project site. These site visits are utilized to perform a general overview of the project and answer any questions the

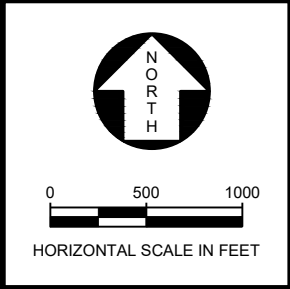
contractor may have. The City of Georgetown will provide daily on-site representation for the project.

- f. The ENGINEER will develop pay estimate forms for the project. These will be distributed to City Staff and the contractor. The ENGINEER will review the pay requests with City Staff.
- g. The ENGINEER will conduct a final walk through of the project. Punch list items will be generated during this review. A letter addressed to City Staff will be generated discussing the findings of the walk through. The contractor will be copied on this letter as well.
- h. The ENGINEER will develop final record drawings for the City of Georgetown Staff. The record drawings will be presented in the form of a DVD with pdf of each plan sheet and a full 11x17 hard copy.
- i. The ENGINEER will prepare a project closeout package that will include final record drawings, final pay estimate, final closeout change order and any other project closeout documentation.

EXHIBIT B: FEE SCHEDULE

**Southwest Bypass Waterline Improvements
Summary of Professional Services Fee Estimate by Consultant
January 14, 2020**

COST SUMMARY	Summary of Costs			
	KPA	ACS	TERRACON	TOTAL
1. PROJECT MANAGEMENT/COORDINATION	\$ 13,760.00			\$ 13,760.00
2. FINAL DESIGN	\$ 113,790.00	\$ 24,300.00	\$ 12,500.00	\$ 150,590.00
3. BIDDING	\$ 7,450.00			\$ 7,450.00
4. CONSTRUCTION ADMINISTRATION	\$ 34,830.00			\$ 34,830.00
PROJECT TOTAL	\$ 169,830.00	\$ 24,300.00	\$ 12,500.00	\$ 206,630.00
Subconsultants:				
Topographic Surveying/Easement Documents - All County Surveying (ACS)				
Environmental (ESA Phase I, Geological Assessment) - Terracon				



29
TEXAS

CONNECT PROPOSED 24" WATERLINE
TO EXISTING 24" WATERLINE

PROPOSED
24" WATERLINE

CONNECT PROPOSED 24" WATERLINE
TO EXISTING 16" WATERLINE





EST. 1848
GEORGETOWN
TEXAS



KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626
Firm Registration No. F-510

SOUTHWEST BYPASS
WATERLINE IMPROVEMENTS PROJECT

EXHIBIT C

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Forwarded from Georgetown Transportation Advisory Board (GTAB):

Consideration and possible action to **reject all proposals** for **RFP 201931** for **Airport Fuels Rates Analysis** --

Joseph A. Carney, C.M. Airport Manager and Ray Miller, Director of Public Works

ITEM SUMMARY:

A formal request for proposal was issued for Airport Fuels Rates Analysis on May 30, 2019. One proposal was received. Staff reviewed the proposal for compliance with the specifications.

Staff is recommending that the proposal be rejected and not award the contract for this proposal. Staff has developed tools in-house to accomplish this task.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GTAB Board at their meeting held on March 13, 2020.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Joseph A. Carney C.M., Airport Manager

ATTACHMENTS:

Fuels Rates Bid Tabulation

Fuel Rate Survey

Bid Tabulation

RFP 201931: Airport Fuels Rates Analysis

Opening Date: 30-Aug-19

		GarverUSA
Comparative Fuels Rates Market Analysis at Georgetown Municipal Airport		
Task 1	Initial Site Visit and Selection of eight Benchmark Airports in the Greater Austin Area	\$ 2,841.25
Task 2	Collection and Assembly of Benchmarking Information	\$ 6,427.00
Task 3	Second Site Visit to Present Preliminary Results	\$ 2,906.00
Task 4	Revisions to Preliminary Results Document	\$ 2,397.50
Task 5	Final Site Visit to Present Final Report	\$ 3,106.00
Labor Total		\$ 17,677.75
Travel Costs		\$ 1,250.00
Total		\$ 18,927.75

Airport	Identifier	Airport Owner	Contact Number	Person contacted	Location	Fuel Vendor	Fuel Providers	FBO Contact Email	Prices	Prices	Fuel Prices	Prices	Price Updated	Fuel Flowage Fee	MARGIN						DISCOUNTS		Fuel Notes	
									Self	Self	Full	Full			Margin Given		MARGIN Deducted		Margin + Flowage		100LL	JETA		
									Service	Service	Service	Service			100LL	Jet	100LL	Jet	100LL	Jet				
Abilene Regional Airport	KABI	City	(325) 676-6367	Alex	Abilene	AvFuel	Abilene Aero		\$4.390		\$5.790	\$4.990	2/27/2020	\$0.0675	\$0.0675	\$2.620	\$2.570	2.62750	2.63750					
Angelina County Airport	KLKF	County	(936) 634-7511	airport@angelinacounty.net	Diboll	AvFuel	Angelina County		\$4.090	\$4.190	\$4.490	\$3.990	2/27/2020	\$0.0000	\$0.0000	23%	40%	0.81800	1.67600	0.81800	1.67600			20% on 100LL and 40% on JetA
Austin Bergstrom	KAUS	City	(512) 530-2242	jakeisha.collier@austintexas.gov	Austin	Independent	Signature Flight Support				\$6.700	\$7.200	2/27/2020	\$0.2440	\$0.2440	\$2.000	\$2.400	2.00000	2.40000	2.24400	2.64400			
Austin Executive	KEDC	Private	(512) 247-7678		Phflugerville	Phillips 66	Henriksen Jet Center		\$4.780		\$5.700	\$5.850	2/27/2020	\$0.0000	\$0.0000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000			
Brenham Municipal	11R	City	(979) 337-7212		Brenham	Phillips 66	AviatorPlus				\$3.590		2/27/2020			0.00000	0.00000	0.00000	0.00000	0.00000	0.00000			FBO pays Fuel Flowage fee to Airport only, FBO sets margins
Burnet Municipal Kate Craddock Field	KBMQ	City	(512) 756-6093	adrian field	Burnet	AvFuel	Faulkners Air Shop		\$3.890	\$4.630	\$4.140	\$4.630	2/27/2020	\$0.0000	\$0.0000	\$0.30-\$1.50	\$0.65-\$2.00	0.60000	0.67500	0.60000	0.67500			FS while open; SS when closed; margin up to discretion of Airport Mgr & based on surrounding prices; has a pumping fee; range given
Cameron Municipal Airpark	T35	City	(254) 697-6646	Rhett Parker msg	Cameron		City of Cameron		\$4.360	\$2.980			2/27/2020	\$0.0000	\$0.0000	10%	10%	0.43600	0.29800	0.43600	0.29800	0.10000	0.10000	no FBO at airport; SS 24/7 10% Margin; Discounts given to permanent tenants, veteran non-profits, and AM FBO members
Castroville Municipal Airport	KCVB	City	(830) 538-2782	david.kirkpatrick@castrovilletx.gov	Castroville	Epic	Castroville Municipal Airport		\$4.300	\$3.840		\$3.940	2/27/2020	\$0.0000	\$0.0000	\$2-.62	\$2-.62	0.50000	0.50000	0.50000	0.50000			calculator made; range given
Cleburne Regional Airport	KCPT	City	(817) 641-5456	sharlette.wright@cleburne.net	Cleburne	Epic	Cleburne Regional Airport		\$3.900	\$3.500		\$3.700	2/27/2020	\$0.0000	\$0.0000	\$0.9000	\$1.0000	0.90000	1.00000	0.90000	1.00000	0.10000	0.10000	Discount given to flight school and large purchasers
Colter Field	KCFD	City	(979) 209-5233	brod@bryantx.gov	Bryan		City of Bryan		\$4.120	\$3.500	\$4.620	\$4.000	2/27/2020	\$0.0000	\$0.0000	30-.45	30-.45	0.37500	0.37500	0.37500	0.37500			range given
Conroe North Houston Regional Airport	KCXO	County	(936) 788-8311	mary.wilson@cnco.org	Conroe	AvFuel	General Aviation Services	chad@cofbo.com	\$4.440	\$4.900	\$3.990		2/27/2020	\$0.0700	\$0.0700			0.66883	1.31470	0.73883	1.38470			
David Wayne Hooks Airport (Gill Aviation)	KDWH	Private	(281) 376-5436	amy@hooksairport.com	Spring	AvFuel	Gill Aviation	joway@galaxyfbo.com	\$4.540	\$5.040	\$4.396		2/27/2020	\$0.0000	\$0.0000			0.00000	0.00000	0.00000	0.00000			
Draughton-Miller (Temple)	KTPL	City	(254) 298-5773	kittibit@templetx.gov	Temple		City of Temple		\$3.840	\$4.220	\$3.980	\$4.360	2/27/2020	\$0.0000	\$0.0000	\$2.340	\$2.510	2.34000	2.51000	2.34000	2.51000			City has fuel farm & SS pumps; FBO provides FS; margin based off direct/indirect costs associated with fuel; reassessed annually flowage is included in margin city has SS
East Texas Regional Airport	KGGG	county	(903) 643-3031		Longview	AvFuel	KRS Jet Center		\$4.950	\$4.000	\$5.150	\$4.200	2/27/2020	\$0.0500	\$0.0500			1.17883	1.32470	1.22883	1.37470			
Easterwood Airport	KCLL	college	(979) 775-9900	rhenderson@astintx.us	College Station	AvFuel	Astin Aviation				\$5.750	\$5.050	2/27/2020	\$0.0000	\$0.0000			0.00000	0.00000	0.00000	0.00000			
Gatesville Municipal	KGOP	City	(254) 248-1545	msg	Gatesville	Independent	City of Gatesville		\$4.360				2/27/2020	\$0.0000	\$0.0000			0.00000	0.00000	0.00000	0.00000			margin driven by local area airport pricing
Georgetown Municipal	KGTU	City	(512) 930-8464	joseph.carney@georgetown.org	Georgetown	AvFuel	City of Georgetown		\$3.850	\$2.850			2/27/2020	\$0.521	\$0.500	\$0.52080	\$0.50000	0.67500	0.65420					**Retail price to FBOs & 100LL SS
Giddings-Lee County	KGYB	City	(512) 470-1466	silvav@gmail.com	Giddings	Independent	Sils Aviation Services LLC		\$4.100	\$3.900			2/27/2020	\$0.0000	\$0.0000	\$1.000	\$1.000	1.00000	1.00000	1.00000	1.00000			
Gillespie County (Fredericksburg)	T82	County	(830) 990-5764	tombard@gillespiecounty.org	Fredericksburg	AvFuel	Fredericksburg FBO	thebo@fredericksburgfbo.com	\$4.800	\$4.440		\$4.680	2/27/2020	\$0.0600	\$0.0600			0.00000	0.00000	0.06000	0.06000			100LL Assisted SS; Jet Pump Svc
H H Coffield Regional (Rockdale)	KRCK	City	(512) 446-2511	thurgess@rockdalecityhall.com	Rockdale		City of Rockdale		\$4.100				2/27/2020	\$0.0000	\$0.0000	\$0.860		0.86000	0.00000	0.86000	0.00000			100LL Assisted SS
Hearne Municipal Airport	KLHB	City	(979) 279-3461	thburgess@cityofhearne.com	Hearne	Independent	City of Hearne		\$4.150				2/27/2020	\$0.0000	\$0.0000			0.00000	0.00000	0.00000	0.00000			
Horseshoe Bay Resort	KQZB	Private	(830) 598-6388	kchillingsworth@horseshoebayresort.com	Horseshoe Bay	Epic	Horseshoe Bay Resort Jet Center				\$6.240	\$5.740	2/27/2020	\$0.0000	\$0.0000			0.00000	0.00000	0.00000	0.00000			emailed
Houston Executive Airport	KTME	Private	(281) 945-5000	jgentry@houstonexecutiveairport.com	Brookshire	Phillips 66	Henriksen Jet Center		\$4.450	\$4.390			2/27/2020	\$0.0000	\$0.0000			0.00000	0.00000	0.00000	0.00000			
Houston Southwest Airport	KAHX	Private	(281) 431-7581	msg	Arcola	AvFuel	Houston Southwest Airport Company				\$4.620	\$3.870	2/27/2020	\$0.0500	\$0.0500	\$1.500	\$1.800	1.50000	1.80000	1.55000	1.85000			
Kelly Field Airport	KSEF	US Airforce	(210) 925-5880		San Antonio	AvFuel	Atlantic	dearshi_randolph@atlanticaviation.com			\$5.900	\$5.650	2/27/2020					-3.77117	2.97470	-3.77117	2.97470			
Kerville Municipal	KERV	City	(830) 896-9399	cdungan@kervilleairport.com	Kerville	AvFuel	Port San Antonio	Danny.Jones@portsanantonio.us	\$4.030				2/27/2020											
La Porte Municipal Airport	T41	City	(281) 471-9650		La Porte	AvFuel	Kerville Aviation	kva@kervilleairport.com	\$4.250	\$5.490	\$4.250		2/27/2020	\$0.0900	\$0.0900			0.47883	2.81470	0.56883	2.90470			amy
Lago Vista TX-Rudy Allen	KRWV	City	(512) 527-3540	ramboz@lago-vista.org	Lago Vista	Phillips 66	Harvey & Rihn Aviation	dhen727@aol.com		\$4.650	\$4.350		2/27/2020					-3.77117	1.11000	-3.77117	1.11000			city has no contact with the fuel
Lampasas	KLZZ	City	(512) 734-0228		Lago Vista	Independent	Lago Vista Airport		\$4.450		\$4.950		2/27/2020	\$0.0000	\$0.0000			0.00000	0.00000	0.00000	0.00000			
Llano Municipal	KAGD	City	(352) 747-5635	josskuntyn@yahoo.com	Lampasas	AvFuel	City of Lampasas		\$3.800				2/27/2020	\$0.0000	\$0.0000	10-12%		0.41800	0.00000	0.41800	0.00000			no percentage markup set by local
Lockhart Municipal	SOR	City	(512) 398-6452		Llano	AvFuel	City of Llano		\$3.550			\$3.850	2/27/2020	\$0.0000	\$0.0000	10-12%		0.39500	0.42350	0.39500	0.42350			percentage range
Lockhart Municipal	SOR	City	(512) 398-6452		Lockhart	AvFuel	Martin & Martin Aviation		\$4.510				2/27/2020	\$0.0000	\$0.0000	\$1.860		0.49610	0.00000	0.49610	0.00000			
New Braunfels Regional	KBAZ	City	(830) 221-4290	rlce@nbtexas.org	New Braunfels	Epic	City Terminal Flight Services		\$4.520	\$3.990	\$5.520	\$4.800	2/27/2020	\$0.0000	\$0.0000	1.13-2.00	2.00/2.30	0.43500	0.77500	0.43500	0.77500			range given
Pearland Regional Airport	KLVI	City	(281) 482-7551	salesvander@texasaviationpartners.com	Pearland	Ascent	Pearland Regional Airport FBO		\$4.500	\$3.850	\$4.900	\$4.250	2/27/2020	\$0.0000	\$0.0000	\$1.000	\$1.200	0.49500	1.20000	0.49500	1.20000			
Pleasanton Municipal Airport	KPEZ	City	(210) 842-7671	jroberts@pleasantontx.org	Pleasanton	AvFuel	Pleasanton Municipal Airport		\$4.170			\$3.950	2/27/2020	\$0.0000	\$0.0000	\$1.000	\$1.000	0.45870	1.00000	0.45870	1.00000			
Robert Gray Army Airfield (Killeen)	KGRK	US Army	(254) 288-9200	photaugh@killeentexas.gov	Killeen		Killeen-Fort Hood Regional Airport				\$4.400		2/27/2020	\$0.0550	\$0.0550	\$0.550	\$1.100	0.00000	1.10000	0.05500	1.15500			
San Marcos	KHYI	City	(512) 216-6039	checanato@texasaviationpartners.com	San Marcos	AvFuel	Berry Aviation, Inc	ops@berryaviation.com	\$4.550	\$5.550	\$4.790		2/27/2020	\$0.0900	\$0.0900			0.50950	1.91000	0.50950	2.00000			
Scholes International Airport	KGLS	City	(409) 572-2555	airport@galvestontx.gov	Galveston	Shell	Island Jet Center	dtus@islandjetcenter.com	\$4.860	\$4.460			2/27/2020	\$0.0400	\$0.0400	\$1.750	\$1.750	0.00000	1.75000	0.00000	1.79000			
Skyark Field (Killeen)	KILE	City	(254) 501-8700	kilone@killeentexas.gov	Killeen	AvFuel	Flight Line Services		\$3.850	\$3.900			2/27/2020	\$0.0550	\$0.0550	\$1.100	\$1.100	0.42350	1.10000	0.47850	1.15500			
Smithville Crawford Municipal	B4R	City	(512) 237-3282		Smithville	AvFuel	Fayette Aero LLC	thou@fayettesero.com	\$4.540				2/27/2020					0.49940	0.00000	0.49940	0.00000			
South Texas Regional Airport	KHSD	City	(830) 426-3810	reider@hondo-tx.org	Hondo	Phillips 66	South Texas Regional Airport		\$4.380	\$4.380	\$4.680	\$4.480	2/27/2020	\$0.0000	\$0.0000	\$1.000	\$1.900	0.48180	1.90000	0.48180	1.90000	25-.30	25-.30	Discount given to on-base tenants.
Stinson Airport	KSGR	City	(210) 207-1800	moris.martin@galvestontx.gov	Stinson	AvFuel	Gate One		\$5.390	\$4.450	\$5.890	\$4.900	2/27/2020	\$0.0750	\$0.0750	\$2.119	\$2.225	0.59290	2.22470	0.66790	2.29970			
Sugar Land Regional Airport	KSGR	City	(281) 275-2100	erensenbaum@sugarlandtx.gov	Sugar Land	Shell	GlobalSelect		\$4.050	\$4.610	\$4.230		2/27/2020	\$0.0000	\$0.0000	\$1.600	\$1.600	0.44550	1.60000	0.44550	1.60000			
Taylor Municipal	T74	City	(512) 352-5747	david.cornelius@taylor.tx.gov	Taylor	AvFuel	Taylor Municipal Airport		\$3.700	\$3.050			2/27/2020	\$0.0000	\$0.0000	-30-35	-75-1.0	0.32500	0.83500	0.32500	0.83500			no FBO at airport; margin based on retail pricing of local area airports; range given
Tyler Pounds Regional Airport	KTYR	City	(903) 531-2343	basmith@tylertexas.com	Tyler	Shell	Jet Center of Tyler	msg			\$5.050	\$3.700	2/27/2020	\$0.0600	\$0.0600			0.00000	0.00000	0.06000	0.06000			
Waco Regional	KACT	City	(254) 750-8657		Waco	AvFuel	Johnson Aviation	msg			\$5.050	\$3.700	2/27/2020	\$0.0600	\$0.0600			0.00000	0.00000	0.06000	0.06000			
							Texas Aero				\$5.750	\$5.100	2/27/2020	\$0.0900	\$0.0900			1.						

DELIVERY DATE	3/2/2020	3/2/2020
KGTU COST OF FUEL W/ALL FEES	100LL JETA	\$2.675300
CURRENT SALES PRICE	\$3.650000	\$2.650000
RAW FUEL COST	\$2.865000	\$1.767800
FEES TOTAL	\$9.806173	\$9.807720
FUEL FLOWEE FEE	\$0.154200	\$0.142700
MARGIN	\$5.202800	\$0.500000
FUEL FREIGHT SURCHARGE		\$0.007360
FEDERAL KEROSENE & LUST TAX		\$0.244000
SUPERFUND/OIL SPILL FEE		\$0.002140
TX MOTOR FUEL TAX		\$0.000000
FET, DEFGT REDUCT, LUST		\$0.194000
FUEL FREIGHT SURCHARGE		\$0.033200
SUPERFUND/OIL SPILL FEE		\$0.002140
TX MOTOR FUEL TAX		\$0.000000
TEXAS GROUND WATER		\$0.001713

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Forwarded from Georgetown Transportation Advisory Board (GTAB):

Consideration and possible action to **reject all bids** for **RFP #201932** for **Market Analysis and Related Services** --
Joseph A. Carney, C.M. Airport Manager, and Ray Miller, Director Public Works

ITEM SUMMARY:

A formal Request for Proposal was issued for Airport Market Analysis and Related Services on May 30, 2019. One proposal was received. City Staff reviewed the proposal for compliance with specifications. It was determined that staff would look at alternative methods for procuring the information.

Staff is recommending that the proposal be rejected and not award a contract for this service.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GTAB Board at their meeting held on March 13, 2020.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Joseph A. Carney C.M., Airport Manager

ATTACHMENTS:

Airport Market Analysis Bid Tabulation

Bid Tabulation

RFP 201932: Airport Market Analysis and Related Services

Opening Date: 30-Aug-19

		GarverUSA
Comparative Market Analysis of the Current aeronautical ground and facility lease rates against other airports in the Greater Austin Area		
Task 1	Inventory of Existing Conditions	\$ 2,565.00
Task 2	Initial Site Visit	\$ 4,637.00
Task 3	Aeronautical and Non-Aeronautical Lease Rate Analysis	\$ 4,715.00
Task 4	Second Site Visit to Present Preliminary Findings	\$ 4,982.00
Task 5	Requested Revisions to Draft Report	\$ 4,375.00
Task 6	Final Site Visit to Present Final Report	\$ 5,285.00
Labor Total		\$ 26,559.00
Travel Costs		\$ 1,250.00
Total		\$ 27,809.00

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Consideration and possible action to approve a Resolution ordering the postponement of the May 2, 2020 General Election to November 3, 2020 -- Robyn Densmore, TRMC, City Secretary

ITEM SUMMARY:

On February 11, 2020 the City Council approved a Resolution ordering the general election for the Mayor and Council Members for District 2 and District 6 on May 2, 2020. On March 13, 2020, the Governor of the State of Texas has declared a state of disaster for all counties related to the imminent threat of disaster posed by COVID-19. Pursuant to Section 418.016 of the Texas Government Code, the Governor has issued a proclamation suspending certain provisions of the Texas Election Code and the Texas Water Code to allow all local political subdivisions that are utilizing the May 2, 2020 uniform election date to postpone their election to the November 3, 2020 uniform election date. The Williamson County Elections Administrator has advised the City that they will not be conducting a May 2, 2020 election. The attached Resolution would exercise the City's authority pursuant to the Governor's proclamation to postpone the previous scheduled General Election from May 2020 to November 2020.

FINANCIAL IMPACT:

Costs for this portion of November election will be the same as if election was to be held in May. The City will not pay any additional costs for delaying the election due to the state of emergency.

SUBMITTED BY:

Robyn Densmore, City Secretary

ATTACHMENTS:

May 2020 Election - Postponement Res for Nov 2020

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF
GEORGETOWN, TEXAS, ORDERING THE
POSTPONEMENT OF THE GENERAL ELECTION
SCHEDULED FOR MAY 2, 2020 FOR THE ELECTION OF
MAYOR AND CITY COUNCIL MEMBERS FOR COUNCIL
DISTRICTS 2 AND 6 TO NOVEMBER 3, 2020.**

WHEREAS, the City Council is composed of a Mayor and seven Council Members per Article II of the City Charter; and

WHEREAS, on February 11, 2020 the City Council approved a Resolution ordering the general election for the Mayor and Council Members for District 2 and District 6 on May 2, 2020;

WHEREAS, on March 13, 2020, the Governor of the State of Texas has declared a state of disaster for all counties related to the imminent threat of disaster posed by COVID-19;

WHEREAS, pursuant to Section 418.016 of the Texas Government Code, the Governor has issued a proclamation suspending certain provisions of the Texas Election Code and the Texas Water Code to allow all local political subdivisions that are utilizing the May 2, 2020 uniform election date to postpone their election to the November 3, 2020 uniform election date;

WHEREAS, Williamson County Elections Administrator has advised the City that they will not be conducting a May 2, 2020 election;

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

SECTION 1. VERIFICATION OF FACTS

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. POSTPONEMENT OF GENERAL ELECTION

Pursuant to the Governor proclamation, the City is hereby exercising its authority to postpone the general election to be held to elect the Mayor and Council Members for City of Georgetown Single-Member Districts 2 and 6 to November 3, 2020.

SECTION 3. CANDIDATE FILINGS

All candidate filings for the May 2, 2020 election will remain valid for the election held on the November date and the filing period will not be re-opened for the November election date.

SECTION 4. APPLICATIONS FOR A BALLOT BY MAIL

All applications for a ballot by mail (ABBM) for voters that are voting by mail due to being over the age of 65 or due to disability will still be valid for the postponed election. However, ABBMs for voters who submitted ABBMs based on expected absence from the county would not be valid for the postponed election.

SECTION 5. RELEVANT DATES FOR NOVEMBER ELECTION

The deadline for voter registration in order to vote in the November election is October 5, 2020. All applications for a ballot by mail must be submitted by October 23, 2020. Early voting by personal appearance shall take place between October 19, 2020 and October 30, 2020.

SECTION 6. AUTHORIZATION TO EXECUTE

The Mayor of the City of Georgetown is authorized to execute and the City Secretary is authorized to attest to the Order on behalf of the City Council; and the Mayor is further authorized to do all other things legal and necessary in connection with postponing the general election.

SECTION 7. EFFECTIVE DATE

This Resolution shall be effective immediately upon its approval.

PASSED AND APPROVED this 24th day of March, 2020 by the City Council of the City of Georgetown.

ATTEST:

THE CITY OF GEORGETOWN:

Robyn Densmore, City Secretary

By: Dale Ross, Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Consideration and possible approval to purchase laptop computers, monitors, and docking stations from Dell Inc. for an amount not to exceed \$233,447.00 -- Chris Bryce, Director, Information Technology

ITEM SUMMARY:

This item is to expedite the purchase of 160 laptop computers and accessories. This purchase was previously planned for FY 2020 as part of the City's desktop computer strategy implementation but is being expedited due to the possible need for City of Georgetown employees to work remotely during the Covid-19 pandemic.

Dell Inc. has been the City's vendor for desktop computers for approximately 10 years. In the first and second quarter of Fiscal Year 2020, the IT Department evaluated three vendors (Dell, HP, Lenovo) and determined Dell products to be the best value. Vendors were evaluated on cost, local economic impact of company, responsiveness, professional services, product support offerings, city staff knowledge of the products, product options, and fit with the City's internal support model. In the Year 2019, after conducting the study and a laptop computer pilot program, the City implemented a new strategy for the provision of desktop computers to employees. The strategy acknowledges that the City's previous approach to providing desktop computer technology must be changed in order to meet modern business needs and address technology changes.

Since 2011, the IT department had aggressively implemented virtual desktops (VDI). While the City was successful in driving virtual desktop adoption, VDI technology did not deliver on its expected benefits due to intensive infrastructure demands, complexity, and poor technical performance. There is organizational consensus that VDI harms productivity, flexibility, innovation, and emergency preparedness.

A five-year, three-pronged strategy was proposed to address these issues:

1. Replace virtual desktops with physical desktops in the near term (FYs 20, 21, 22) while preparing for and eventually implementing Cloud based virtual desktops as they mature (FYs 22, 23, 24).
2. Improve management of desktops with Unified Endpoint Management (UEM) systems.
3. Retire on-premise virtual desktop infrastructure. Implementation of these strategies over the next five years will prepare the City need to efficiently manage a hybrid environment that includes physical desktops and Cloud based virtual desktops.

Implementation of these strategies over the next five years will prepare the City need to efficiently manage a hybrid environment that includes physical desktops and Cloud based virtual desktops.

FINANCIAL IMPACT:

This item was budgeted in the Fiscal Year 2020 budget under account: IT - Computer Equipment 570-5-0641-52-330. Products will be purchased under Texas Department of Information Resources Contract: DIR-TSO-3763.

SUBMITTED BY:

Chris Bryce, IT Director

ATTACHMENTS:

Quote from Dell 03.20.2020



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000058230407.1	Sales Rep	Danielle Eads
Total	\$233,447.40	Phone	(800) 456-3355, 5139354
Customer #	23014	Email	Danielle_Hulsebosch@Dell.com
Quoted On	Mar. 20, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Apr. 19, 2020		CITY OF GEORGETOWN
Deal ID	19021084		PO BOX 409
			CITY OF GEORGETOWN
			GEORGETOWN, TX 78627-0409

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Danielle Eads

Shipping Group

Shipping To	Shipping Method
STEVEN WICKER CITY OF GEORGETOWN 300 INDUSTRIAL AVE 1 GEORGETOWN, TX 78626 (512) 930-6111	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 5400	\$999.00	160	\$159,840.00
Mobile Precision 3541	\$1,499.04	10	\$14,990.40
Dell Dock- WD19 90w Power Delivery - 130w AC	\$114.00	150	\$17,100.00
Dell Thunderbolt Dock- WD19TB	\$161.70	10	\$1,617.00
Dell 24 Monitor - P2419H	\$133.00	300	\$39,900.00

Subtotal:	\$233,447.40
Shipping:	\$0.00
Non-Taxable Amount:	\$233,447.40
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$233,447.40
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

STEVEN WICKER
CITY OF GEORGETOWN
300 INDUSTRIAL AVE 1
GEORGETOWN, TX 78626
(512) 930-6111

Shipping Method

Standard Delivery

		Qty	Subtotal
Dell Latitude 5400	\$999.00	160	\$159,840.00

Estimated delivery if purchased today:
Apr. 29, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Latitude 5400 XCTO Base	210-ASJJ	-	160	-
I5-8365U Processor	379-BDLC	-	160	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	160	-
No AutoPilot	340-CKSZ	-	160	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	160	-
Dell Data Protection Encryption Personal Digital Delivery	421-9984	-	160	-
Dell ProSupport for Software, Dell Data Protection Encryption Personal, 1 Year	954-3455	-	160	-
Intel Core i5-8365U Processor with Integrated Intel UHD 620 Graphics	338-BRMF	-	160	-
Intel vPro Technology Enabled	631-ACBI	-	160	-
16GB, 1x16GB, DDR4 Non-ECC	370-AECT	-	160	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BDXL	-	160	-
14" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Mic, WLAN/WWAN Capable, Privacy Shutter	391-BEIO	-	160	-
Dual Pointing US English Backlit Keyboard	583-BFKP	-	160	-
No Mouse	570-AADK	-	160	-
Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEUN	-	160	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2, Bluetooth 5.0	555-BEDV	-	160	-
Intel XMM 7360 Global LTE-Advanced for Verizon	556-BCBX	-	160	-
4 Cell 68Whr ExpressCharge™ Capable Battery	451-BCIP	-	160	-
65W AC Adapter, 7.4mm Barrel	492-BBXF	-	160	-
Dual Pointing, Touch Fingerprint Reader, Displayport over Type-C	346-BFKC	-	160	-
Custom Configuration	817-BBBB	-	160	-
SupportAssist	525-BBCL	-	160	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	160	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	160	-
Waves Maxx Audio	658-BBRB	-	160	-
Dell Power Manager	658-BDVK	-	160	-
Dell Latitude 5400 SRV	658-BEGG	-	160	-

Dell SupportAssist OS Recovery Tool	658-BEOK	-	160	-
Regulatory Label, FCC	389-DPGZ	-	160	-
Direct Ship Info	340-AAPP	-	160	-
MIX SHIP Config (DAO/BCC)	340-CMDV	-	160	-
No Anti-Virus Software	650-AAAM	-	160	-
No Removable CD/DVD Drive	429-AATO	-	160	-
No Resource DVD / USB	430-XXYG	-	160	-
OS-Windows Media Not Included	620-AALW	-	160	-
8th Gen Intel Core i5 vPro processor label	389-CGJO	-	160	-
No Option Included	340-ACQQ	-	160	-
No ENERGY STAR Qualified	387-BBCE	-	160	-
Latitude 5400 Quick Start Guide	340-CLYF	-	160	-
E5 US Power Cord	450-AAEJ	-	160	-
BTO Standard Shipment (VS)	800-BBQK	-	160	-
Latitude 5400 bottom door	321-BEKW	-	160	-
No UPC Label	389-BCGW	-	160	-
US Order	332-1286	-	160	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	160	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	160	-
Dell Limited Hardware Warranty	997-8317	-	160	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	160	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	160	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	160	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	160	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	160	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	160	-
			Qty	Subtotal
Mobile Precision 3541		\$1,499.04	10	\$14,990.40

Estimated delivery if purchased today:
Apr. 22, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Mobile Precision 3541 XCTO BASE	210-ARZH	-	10	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	10	-
Intel Core Processor i7-9750H, 6 Core, 12M Cache, 2.60GHz up to 4.5GHz Turbo, 45W	379-BDKC	-	10	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	10	-
Intel Core Processor i7-9750H with Nvidia Quadro P620 Graphics, Thunderbolt	329-BEHW	-	10	-
Nvidia Quadro P620 w/ 4GB GDDR5	490-BFBH	-	10	-
WWAN capable	320-BDCQ	-	10	-
Touch/ Non-touch Bezel, Camera & Mic	325-BDJB	-	10	-

15.6" FHD WVA, 1920x1080, Anti-Glare Non-Touch, 45% color gamut	391-BEMJ	-	10	-
16GB, 2X8G, DDR4 2666MHz Non-ECC Memory	370-ADFW	-	10	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BDWU	-	10	-
Bracket for M.2 PCIe NVMe 2280 SSD	575-BBYI	-	10	-
No Additional Hard Drive	401-AAGM	-	10	-
Dual Pointing Backlit US English Keyboard	583-BFBO	-	10	-
DP Palmrest, Touch Fingerprint Reader, FIPS Contacted SC Reader, Thunderbolt 3	346-BFHL	-	10	-
Intel® Dual Band Wireless AC 9560 (802.11ac) MU-MIMO Dual Band 2x2 + Bluetooth 5.0	555-BEFI	-	10	-
4 Cell 68Whr ExpressCharge Capable Battery	451-BCJJ	-	10	-
Cable for 3/4 cell battery	470-ADOY	-	10	-
Not selected in this configuration	817-BBBC	-	10	-
130 Watt E4 AC Adapter	450-AHDT	-	10	-
No Out-of-Band Systems Management - No vPro	631-ACDF	-	10	-
Dell Precision Optimizer	640-BBRC	-	10	-
Resource Media not Included	430-XYGV	-	10	-
OS-Windows Media Not Included	620-AALW	-	10	-
Quick Setup Guide for Mobile Precision 3541	340-CMFY	-	10	-
No ENERGY STAR Qualified	387-BBCE	-	10	-
No AutoPilot	340-CKSZ	-	10	-
Foxit PhantomPDF 30 Day Trial	634-BTFN	-	10	-
Custom Configuration	817-BBBB	-	10	-
Wireless Drivers for Intel 9560 + Bluetooth 5.0	555-BEXP	-	10	-
US Order	332-1286	-	10	-
No Removable CD/DVD Drive	429-AATO	-	10	-
Bottom door	354-BBBM	-	10	-
Regulatory Label included	389-BEYY	-	10	-
FCC Label	389-DPPX	-	10	-
Intel XMM 7360 LTE-Advanced for Verizon	556-BCCT	-	10	-
WWAN bracket	575-BBZL	-	10	-
BTO Standard Shipment (VS)	800-BBGU	-	10	-
US Power Cord	537-BBBL	-	10	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	10	-
System Shipment Material	328-BDBG	-	10	-
Shipping Material	328-BDBI	-	10	-
Direct Ship Info	340-AAPP	-	10	-
Dell Precision Ship Material for WW	340-CLXO	-	10	-
Shuttle Shipping Information	340-CMFX	-	10	-
Intel(R) Core(TM) i7 Processor Label	340-CKVM	-	10	-
No Anti-Virus Software	650-AAAM	-	10	-
No Docking Station	452-BBSE	-	10	-

No UPC Label	389-BCGW	-	10	-
SupportAssist	525-BBCL	-	10	-
System Driver for Mobile Precision 3541	631-ACCB	-	10	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	10	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	10	-
Waves Maxx Audio	658-BBRB	-	10	-
Dell Developed Recovery Environment	658-BCUV	-	10	-
Dell Power Manager	658-BDVK	-	10	-
No Accessories	461-AABV	-	10	-
CMS Software not included	632-BBBJ	-	10	-
No Carrying Case	460-BBEX	-	10	-
No Mouse	570-AADK	-	10	-
SSD Filler	750-ABKO	-	10	-
Not selected in this configuration	817-BBBC	-	10	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-1061	-	10	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-1096	-	10	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	10	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-1142	-	10	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6066	-	10	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	10	-
No Option Included	340-ACQQ	-	10	-

Qty Subtotal

Dell Dock- WD19 90w Power Delivery - 130w AC

\$114.00 150 \$17,100.00

Estimated delivery if purchased today:

May. 04, 2020

Contract # C000000006841

Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Dock- WD19 90 PD	210-ARIO	-	150	-
Advanced Exchange Service, 3 Years	824-3984	-	150	-
Dell Limited Hardware Warranty	824-3993	-	150	-
			Qty	Subtotal

Dell Thunderbolt Dock- WD19TB

\$161.70 10 \$1,617.00

Estimated delivery if purchased today:

May. 01, 2020

Contract # C000000006841

Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Thunderbolt Dock- WD19TB	210-ARIK	-	10	-
Advanced Exchange Service, 3 Years	824-3984	-	10	-
Dell Limited Hardware Warranty	824-3993	-	10	-
			Qty	Subtotal

Dell 24 Monitor - P2419H

\$133.00 300 \$39,900.00

Estimated delivery if purchased today:

May. 04, 2020

Description	SKU	Unit Price	Qty	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	300	-
Dell Limited Hardware Warranty	814-5380	-	300	-
Advanced Exchange Service, 3 Years	814-5381	-	300	-
Subtotal:				\$233,447.40
Shipping:				\$0.00
Estimated Tax:				\$0.00
Total:				\$233,447.40

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Consideration and possible action to approve a **Municipal Services Agreement** with **3701 SH29 LLC**, for the provision of municipal services to an approximately **20.26-acre** tract of land out of the Isaac Donagan Survey, Abstract No. 178, generally located at **3701 W SH 29** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is requesting annexation for a 20.26-acre tract generally located at 3701 W. SH 29. The subject property has a Future Land Use designation of Community Center and 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:

- 3/24/2020 – City Council Approves Municipal Services Agreement - TONIGHT
- 4/21/2020 - P&Z Public Hearing & Recommendation on Initial Zoning
- 5/12/2020 – City Council Public Hearing and First Reading of Ordinance
- 5/26/2020 – City Council Second Reading of Ordinance

FINANCIAL IMPACT:

City services, including police and fire protection, emergency medical services, solid waste collection and disposal are immediately subject to the property upon approval of the annexation ordinance. Extension of capital improvements such as water and wastewater systems will be subject to the City's utility extension and improvement policy or the terms of any potential agreement with the property owner.

SUBMITTED BY:

Ethan Harwell, Planner

ATTACHMENTS:

Exhibit 1 - Proposed Municipal Services Agreement and Field Notes

Exhibit 2 - Location Map

Presentation

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF GEORGETOWN, TEXAS
AND 3701 SH29 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 3701 SH29 LLC ("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 3701 W. SH 29, which consists of approximately 20.26 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. 2020-2-ANX ("Annexation Case");

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Georgetown City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire Protection and Emergency Medical Services – The City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department.
 - ii. Police – The City’s Police Department will provide protection and law enforcement services.
 - iii. Planning and Development, Building Permits, and Inspections Services - Upon annexation, the City will provide site plan review; zoning approvals; Building Code and other standard Code inspection services; City Code enforcement; sign regulations and permits; and Stormwater Permit services in the annexed.
 - iv. Parks and Recreational Facilities. Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - v. Other Publicly Owned Buildings. Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.
 - vi. Library – Upon annexation, library privileges will be available to anyone residing in the annexed area
 - vii. Stormwater Utility Services – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees

will cover the direct and indirect costs of stormwater management services.

- viii. Streets, Roads, and Street Lighting – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City’s preventative maintenance program.
 - ix. Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility –City-owned water and wastewater facilities that exist in the annexed area will be maintained in accordance with City ordinances, standards, policies and procedures.
 - x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
 - xi. Code Compliance – The City’s Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
 - xii. Animal Control Services – Upon annexation, the City shall provide animal control services in the annexed area.
 - xiii. Business Licenses and Regulations – Upon annexation, the City shall provide business licensing services (Carnivals Circuses and Other Exhibitions; Electrician’s Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) in the annexed area
- b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City’s extension policies, capital improvements schedule, and applicable law and at rates established by City ordinances for such services.
 - c. The City may impose a fee for any municipal service in the area annexed if

the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.

- d. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - e. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
- 4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
 - 5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
 - 6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
 - 7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
 - 8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Williamson County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
 - 9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
 - 10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers

or immunities.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF GEORGETOWN

By:

Dale Ross
Mayor

Approved as to Form:

Charlie McNabb
City Attorney

Attest:

Robyn Densmore, TRMC
City Secretary

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Dale Ross, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said
corporation.

By: _____

Notary Public, State of Texas

3701 SH29 LLC
VIPUL GOPANI

By: [Signature]
Vipul Gopani
President

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 12th day of March, 2020,
by Vipul Gopani of 3701 SH29 LLC, a Texas Limited Liability Company, on behalf of said
company.

By: [Signature]

Notary Public, State of Texas



3701 SH 29 LLC
NIRMAL KHANDERIA

By: nngkhanderie
Nirmal Khanderia
Vice President

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 12th day of March, 2020,
by Nirmal Khanderia of 3701 SH29 LLC, a Texas Limited Liability Company, on behalf of said
company.

By: Heather Kendrick

Notary Public, State of Texas



EXHIBIT A



(PAGE 1 OF 4)

EXHIBIT "A"
LEGAL DESCRIPTION

FIELD NOTES for a 20.26 acre tract situated in in the Isaac Donagan Survey, Abstract No. 178, Williamson County, Texas, being the tract described in a deed to 3701 SH29 LLC (hereafter referred to as 3701 SH29 tract), recorded under Instrument Number 2019030375, of the Official Public Records of Williamson County, Texas; the subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch rebar found in the southerly line of State Highway No. 29 (a called 100' wide right-of-way as shown in Williamson County Right-of-way Map Control 337, Section 01, Job 02), at the northwest corner of said 3701 SH29 tract, and at the northeast corner of a called 17.5' right-of-way dedication, as shown on Final Plat Water Oak North, Section 1, a subdivision recorded under Instrument Number 2013033404, of said Official Public Records;

THENCE along the southerly line of said State Highway No. 29, the following bearings and distances:

1. SOUTH 86° 52' 59" EAST, a distance of 207.95 feet to a 1/2 inch rebar found;
2. SOUTH 86° 38' 57" EAST, a distance of 192.19 feet to a 1/2 inch rebar found;
3. SOUTH 86° 46' 36" EAST, a distance of 410.62 feet to a 1/2 inch rebar found at the westerly corner of the tract described in a Warranty Deed to Steve W. Wilson and wife, Theresa K. Wilson (hereinafter referred to as Wilson tract), recorded under Instrument Number 199979200 of said Official Public Records;

THENCE along the southwest line of said Wilson tract the following bearings and distances:

1. SOUTH 21° 07' 24" EAST, a distance of 198.76 feet to a 1/2 inch rebar found;
2. SOUTH 65° 14' 31" EAST, a distance of 106.20 feet to a 3/8 inch rebar found;
3. SOUTH 66° 14' 26" EAST, a distance of 42.44 feet to a 1/2 inch capped rebar stamped "FOREST 1847" found;

Dallas-Fort Worth
785 Lonesome Dove Trail
Hurst, Texas 76054
(817)431-4971
Firm #10019500

Austin
1516 E. Palm Valley Blvd., Ste. A4
Round Rock, Texas 78664
(512)778-5688
Firm #10194073

Abilene
500 Chestnut Street, Suite 702
Abilene, Texas 79602
(325)672-7420
Firm #10193867

WWW.JPHLANDSURVEYING.COM

(PAGE 2 OF 4)

4. SOUTH 69° 21' 47" EAST, a distance of 172.30 feet to a 1/2 inch rebar found at the northwest corner of the tract described in a General Warranty Deed to William Charles Bagwell and Patricia C. Bagwell, Trustees of The Bagwell-Cody Trust (hereinafter referred to as Bagwell tract), recorded under Instrument Number 2010025183, of said Official Public Records;
- THENCE** SOUTH 06° 50' 04" EAST, along the west line of said Bagwell tract, a distance of 649.79 feet to a 1/2 inch rebar found at the northeast corner of Lot 3, Block C, of said Water Oak North, Section 1;
- THENCE** NORTH 88° 27' 50" WEST, along the north line of said Lot 3 and Block A of Water Oak North, Sections 2 and 3, Phase 1 Final Plat, a subdivision recorded under Instrument Number 2014100976 of said Official Public Records, a distance of 178.45 feet to a 1/2 inch rebar found in the northerly terminus of Cross Mountain Trail (a called 55' wide right-of-way shown on said Water Oak North, Sections 2 and 3);
- THENCE** NORTH 88° 34' 42" WEST, along the north line of Block A of said Water Oak North, Sections 2 and 3, Phase 1 Final Plat and the north line of Block A of said Water Oak North, Section 1, a distance of 699.49 feet to a 1/2 inch rebar found;
- THENCE** NORTH 21° 07' 39" WEST, continuing along the east line of Block A of said Water Oak North, Section 1, a distance of 1,046.73 feet returning to the Point of Beginning and enclosing 20.26 acres.

BEARING BASIS NOTE

The bearings described herein are Texas State Plane Grid bearings (Texas Central Zone, NAD83)

Cole Strevey
Registered Professional
Land Surveyor No. 6731
cole@jphls.com
Date: March 9, 2020



Dallas-Fort Worth
785 Lonesome Dove Trail
Hurst, Texas 76054
(817)431-4971
Firm #10019500

Austin
1516 E. Palm Valley Blvd., Ste. A4
Round Rock, Texas 78664
(512)778-5688
Firm #10194073

Abilene
500 Chestnut Street, Suite 702
Abilene, Texas 79602
(325)672-7420
Firm #10193867

EXHIBIT "A"

PAGE 3 OF 4

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LEGEND OF ABBREVIATIONS

P.R.W.C.T. Plat Records of Williamson County, Texas
O.P.R.W.C.T. Official Public Records of Williamson County, Texas
D.R.W.C.T. Deed Records of Williamson County, Texas
POB/POC Point of Beginning/Point of Commencing

MONUMENTS / BEARING BASIS

- CRS ○ 1/2" rebar stamped "JPH Land Surveying" set
○ Calculated point (not found or set unless noted)
Monuments are found as noted.
Bearings are based on Grid North, Texas Coordinate System of 1983, Central Zone

VICINITY MAP

NOT TO SCALE

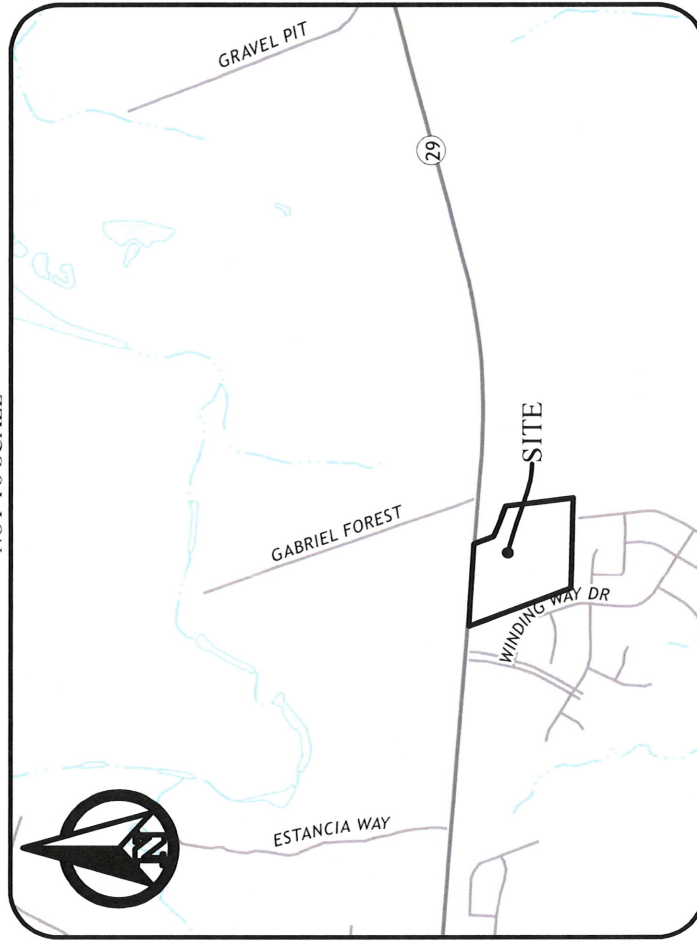


EXHIBIT SHOWING 20.26 ACRES SITUATED IN THE ISAAC DONAGAN SURVEY ABSTRACT NO. 178

CITY OF GEORGETOWN
WILLIAMSON COUNTY, TEXAS



Cole Sirevey
Registered Professional
Land Surveyor No. 6731
cole@jphls.com
March 9, 2020



JPH Job No.
2020.073.001 3701 SH 29 Georgetown, Williamson Co, TX -
OVERALL EXHIBIT.dwg
© 2020 JPH Land Surveying, Inc. - All Rights Reserved
1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPLS Firm #10019500 #10194073 #10193867
DFW | Austin | Abilene

STATE HIGHWAY NO. 29
VOLUME 264, PAGE 81, D.R.W.C.T.
CALLED 100' R.O.W. AS SHOWN IN WILLIAMSON COUNTY
RIGHT OF WAY MAP CONTROL 337 - SECTION 01- JOB 02

VOLUME 264, PAGE 81, D.R.W.C.T.
CALLED 100' R.O.W. AS SHOWN IN WILLIAMSON COUNTY
RIGHT OF WAY MAP CONTROL 337 - SECTION 01- JOB 02

P.O.B.
1/2" REBAR
17.5' R.O.W.
DEDICATION
INST.# 2013033404
O.P.R.W.C.T.

FINAL PLAT WATER OAK
NORTH, SECTION 1
INST.# 2013033404
O.P.R.W.C.T.

20.26 ACRES
(±882,589 S.F.)

3701 SH29 LLC
INST.# 2019030375
O.P.R.W.C.T.

WILLIAM CHARLES BAGWELL AND
PATRICIA C. BAGWELL, TRUSTEES OF
THE BAGWELL-CODY TRUST
INST # 2010025183
O.P.R.W.C.T.

LOT 3, BLOCK C
FINAL PLAT WATER OAK NORTH, SECTION 1
INST. # 2013033404, O.P.R.W.C.T.

WATER OAK NORTH, SECTIONS 2 AND 3,
PHASE I FINAL PLAT
INST. # 2014100976, O.P.R.W.C.T.

CROSS MOUNTAIN TRAIL
55' R.O.W. PER INST.# 2014100976, O.P.R.W.C.T.

WATER OAK NORTH,
SECTIONS 2 AND 3,
PHASE 1 FINAL PLAT,
INST.# 2014100976, O.P.R.W.C.T.
BLOCK A
LOT 40

LOT 24
BLOCK A

LOT 25
BLOCK A

OPEN SPACE

0 10 20 METERS

N

3 R.W.C.T.

INST. # 2013033404
BLOCK A LOT 19
BLOCK A LOT 20
BLOCK A LOT 21

LOT 1
BLOCK 1

LOT 15
BLOCK A

LOT 1
BLOCK D

55 FT

10' SPACE

Line Data Table		
Line #	Bearing	Distance
L1	S86°52'59"E	207.95'
L2	S86°38'57"E	192.19'
L3	S86°46'36"E	410.62'
L4	S21°07'24"E	198.76'
L5	S65°14'31"E	106.20'
L6	S66°14'26"E	42.44'
L7	S69°21'47"E	172.30'
L8	S06°50'04"E	649.79'
L9	N88°27'50"W	178.45'
L10	N88°34'42"W	699.49'
L11	N21°07'39"W	1046.73'

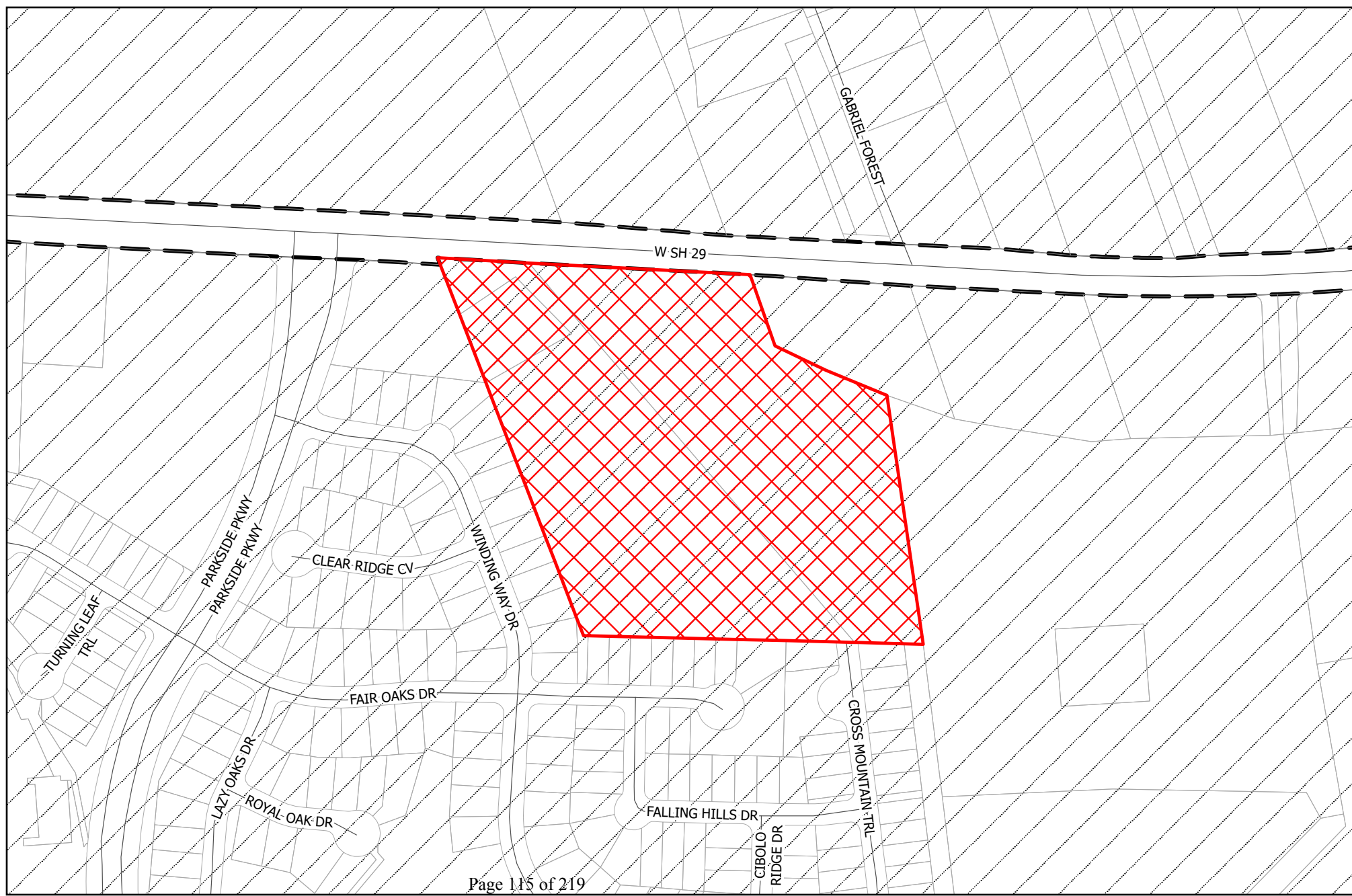
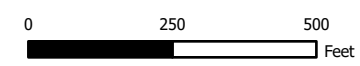


LOCATION

2020-2-ANX

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



The Preserve at Water Oak 2020-2-ANX

City Council
March 24, 2020

Item Under Consideration

2020-2-ANX

- Consideration and possible action to approve a Municipal Services Agreement with 3701 SH29 LLC, for the provision of municipal services to an approximately 20.26 acre tract of land out of the Isaac Donagan Survey, Abstract No. 178, generally located at 3701 W. SH 29.

Parkside Parkway & SH 29

Water Oak North
Subdivision

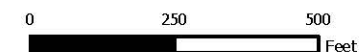


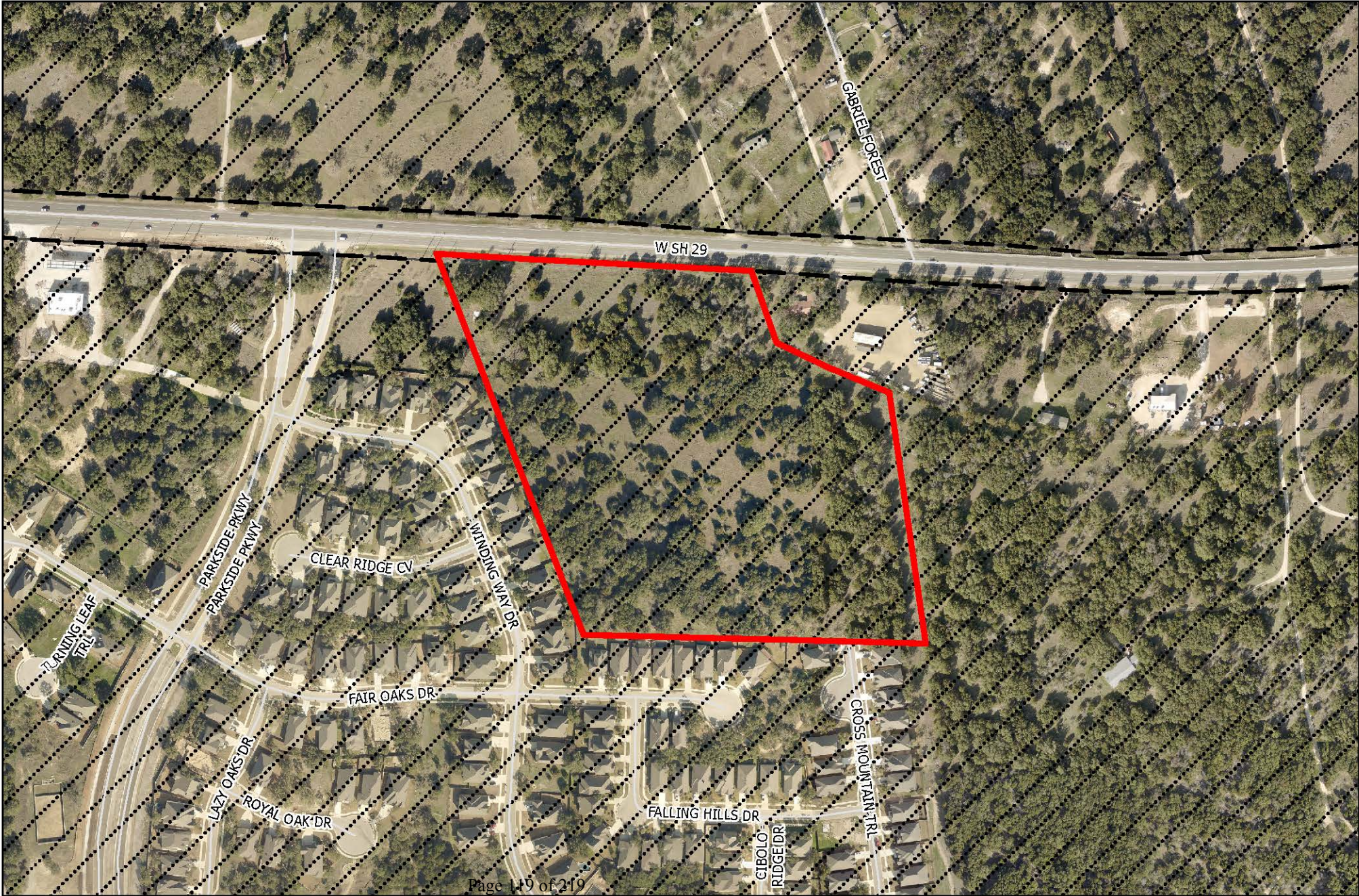
LOCATION

2020-2-ANX

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



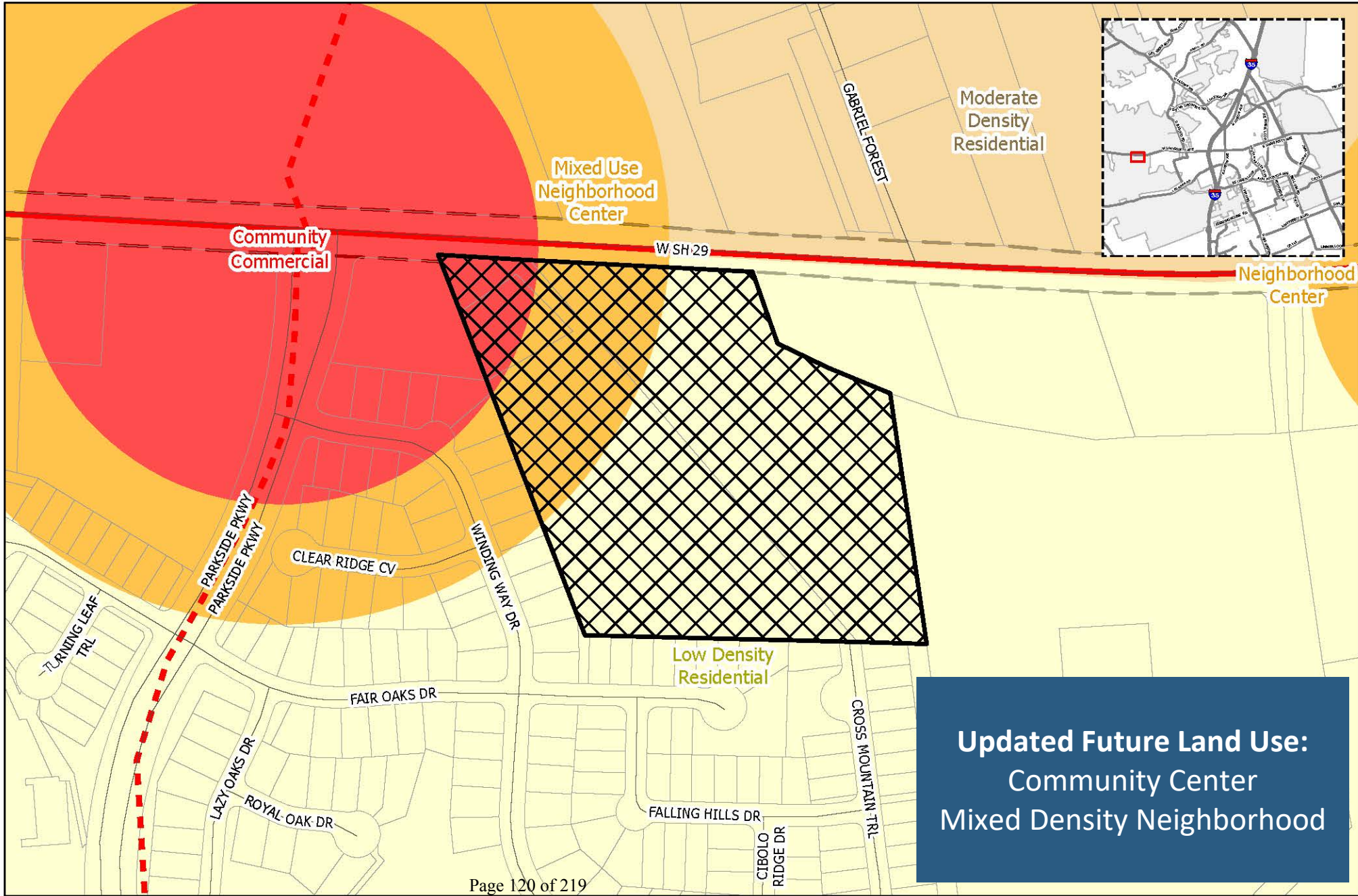


AERIAL

2020-2-ANX

-  Site
-  City Limits
-  Georgetown ETJ





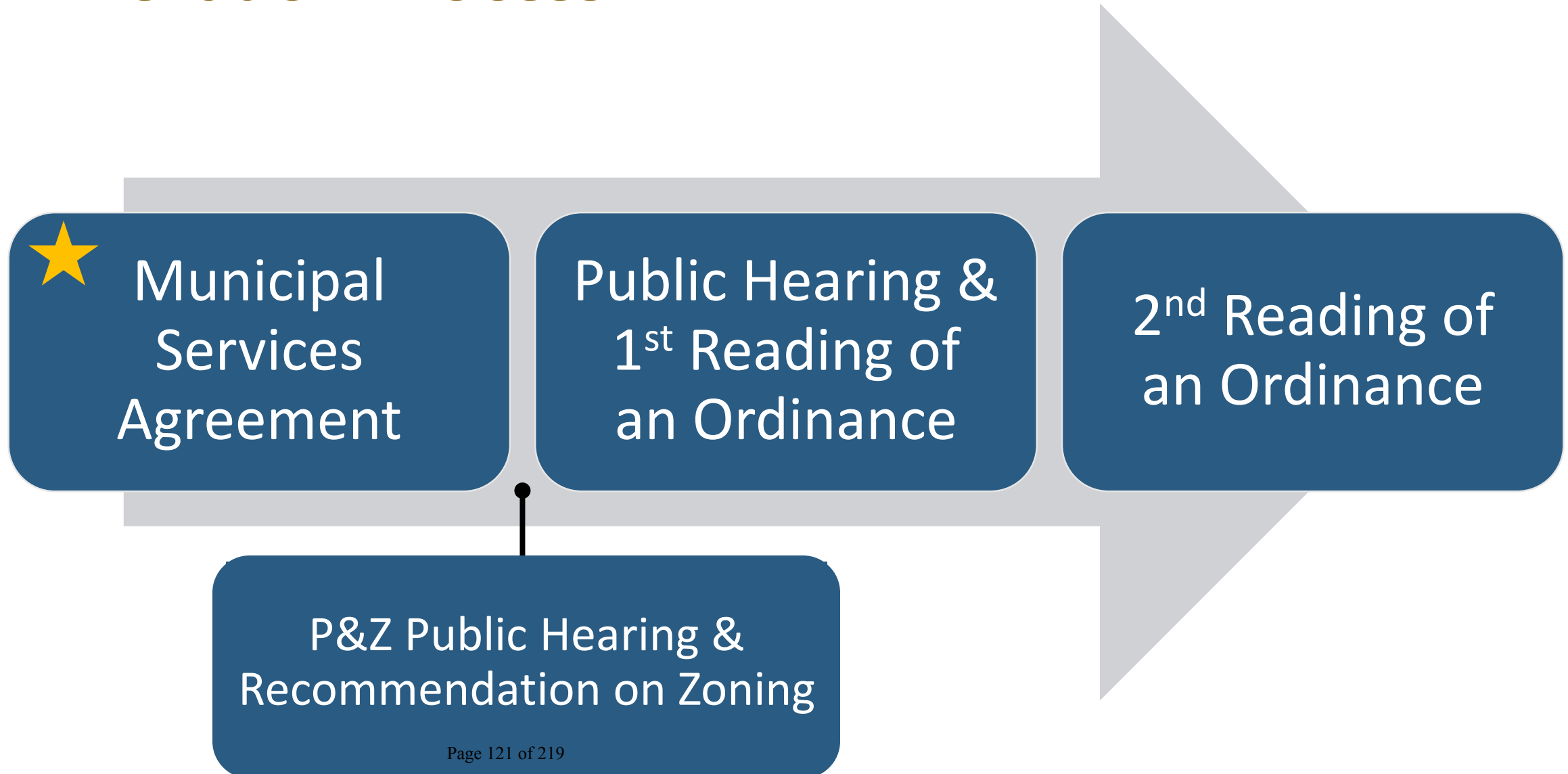
**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

**2020-2-ANX
Exhibit #2**

- Site
- Parcels
- City Limits
- Georgetown ETJ
- Future Land Use
 - INST
 - RC
 - CC
 - ARR
 - EC
 - HDR
 - LDR
 - M
 - MUC
 - MUNC
 - MDR
 - OS
 - SMUA
- Thoroughfare
 - Existing Freeway
 - Existing Major Arterial
 - Existing Minor Arterial
 - Existing Collector
 - Proposed Freeway
 - Proposed Major Arterial
 - Proposed Minor Arterial
 - Proposed Collector
 - Proposed Rail



Annexation Process



Tentative Schedule

- ✓ March 24: Municipal Services Agreement
- April 21: Planning & Zoning Public Hearing (initial zoning designation only)
- May 12: Public Hearing & 1st Reading of Ordinance held at City Council Meeting
- May 26: 2nd Reading of Ordinance at City Council Meeting

Summary

- Consideration and possible action to approve a Municipal Services Agreement with 3701 SH29 LLC, for the provision of municipal services to an approximately 20.26 acre tract of land out of the Isaac Donagan Survey, Abstract No. 178, generally located at 3701 W. SH 29.

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Consideration and possible action to approve a Resolution recommending initiation of an **Executive Amendment** to the Unified Development Code (**UDC**) relative to requiring a **Utility Services Availability Letter** for **subdivision** and **site development plan applications** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Background:

Within the City of Georgetown city limits and ETJ there are multiple utility providers that provide service to new and existing development. In an effort to ensure both utility service to the development site and design and construction consistency with the UDC requirements for utilities the proposed UDC amendment would require a utility service availability letter in advance of subdivision and site development plan approval.

Next Steps:

- 3/24/2020: Resolution of the City Council agenda to identify this UDC amendment as an executive amendment
- 4/21/2020: Planning and Zoning Commission- public hearing and recommendation on proposed UDC amendment
- 4/28/2020: City Council 1st Public Hearing and action on the proposed UDC amendment
- 5/12/2020: City Council 2nd Reading of the Ordinance and action on the proposed UDC amendment.

FINANCIAL IMPACT:

n/a

SUBMITTED BY:

Sofia Nelson, Planning Director

ATTACHMENTS:

resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PURSUANT TO THE CODE OF ORDINANCES OF GEORGETOWN, TEXAS, RECOMMENDING INITIATION OF AN EXECUTIVE AMENDMENT TO THE UNIFIED DEVELOPMENT CODE RELATIVE TO REQUIRING A UTILITY SERVICES AVAILABILITY LETTER FOR SUBDIVISION AND SITE DEVELOPMENT PLAN APPLICATIONS; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on March 11, 2003, the City Council of the City of Georgetown, Texas, adopted a set of comprehensive development regulations known as the Unified Development Code ("UDC") via Ordinance No. 2003-16, which codified various zoning and subdivision standards; and

WHEREAS, the 2003 UDC established submittal requirements and criteria for approval for development applications; and

WHEREAS, submittal requirements and criteria for approval have been identified by City Council that must be met in order to ensure the healthful and orderly development of the city, as well as the public welfare by regulating requirements; and

WHEREAS, the City Council established a Unified Development Code Advisory Committee on November 12, 2013, to review proposed or requested amendments to the UDC other than executive amendments, which are those amendments that are nondiscretionary, mandatory, or legislative revisions to address state statutes or case laws, ratify published directors determinations, incorporate recently approved Council ordinances, process City Council designated emergency items, or address revisions otherwise determined necessary by legal counsel.

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 City Council finds that revisions to requiring a Utility Services Availability Letter for subdivision and site development plan applications is an emergency pursuant to UDC Section 3.05.030.B as this amendment:

1. Is immediately necessary to protect the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City; and
2. That waiting for the annual UDC review process is not in the best interest of the City; and
3. That the UDC does not provide other avenues to address the proposed revision.

SECTION 3: City Council hereby designates amendments to the UDC relative to requiring a Utility Services Availability Letter for subdivision and site development plan applications as an executive amendment.

SECTION 4: The Mayor is hereby authorized to execute, and the City Secretary to attest this Resolution.

SECTION 5: This resolution shall become effective immediately upon adoption.

RESOLVED this 24th day of March 2020.

THE CITY OF GEORGETOWN:

ATTEST:

Dale Ross
Mayor

Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

Charlie McNabb
City Attorney

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Public Hearing and possible action on a **proposed determination** of **no feasible** or **prudent alternative** to the use of a portion of **public parkland**, being a portion of **San Gabriel Park**, located **along Lower Park Rd.**, for the **expansion** of an **existing lift station** -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:

This item would allow for the expansion of an existing wastewater lift station, located along Lower Park Rd. The station is fed by several major wastewater lines serving areas of Georgetown north and west of the North Fork of the San Gabriel River. The existing lift station pumps wastewater from these lines to the San Gabriel Treatment Plant.

Increased demand in the drainage basin serviced by this lift station is requiring upgrade of the lift station. The lift station will need to expand, requiring the use of approximately 0.0623 acres (2,714.2 square feet) of parkland. The area in question is not currently used for any specific park amenities. Any alternatives to this expansion would still require a lift station be placed in the park as the topography of the area would require proximity to the river and disallow significant variance from the current location. Furthermore, a new location would require significant redesign of the existing wastewater infrastructure and reroute of several, if not all, of the existing lines. The location of the lift station is not considered feasible. Therefore, the significant cost entailed by any other location is considered imprudent by staff.

Staff recommends a finding of no feasible and prudent alternative to the proposed lift station expansion.

FINANCIAL IMPACT:

N/A. All costs are covered under the associated CIP project.

SUBMITTED BY:

Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Presentation

San Gabriel Park Lift Station Expansion

Public hearing regarding a proposed finding of no feasible and prudent alternative to the use of a portion of San Gabriel Park for the expansion of a wastewater lift station.

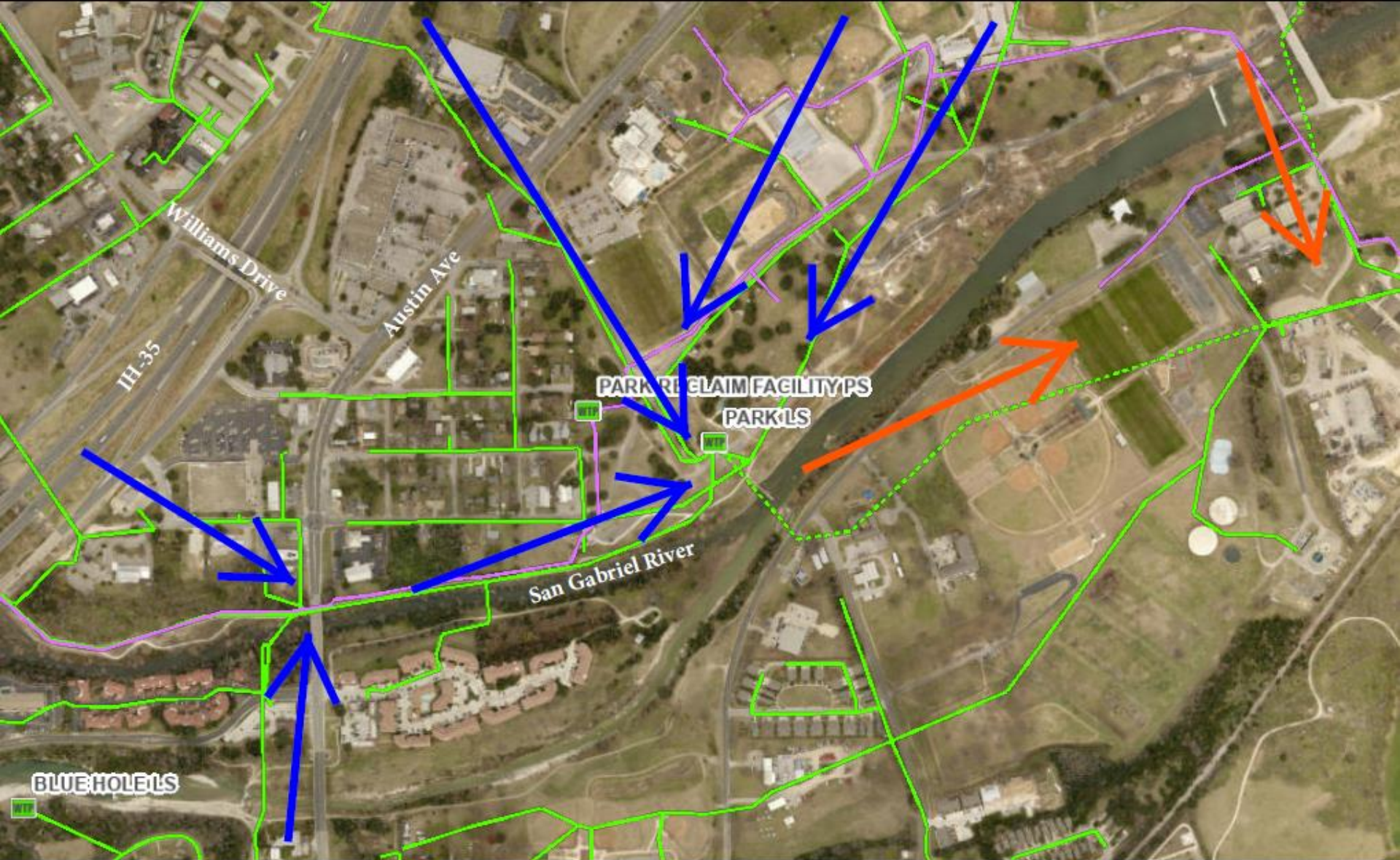
Proj. No. 100-9000-0012

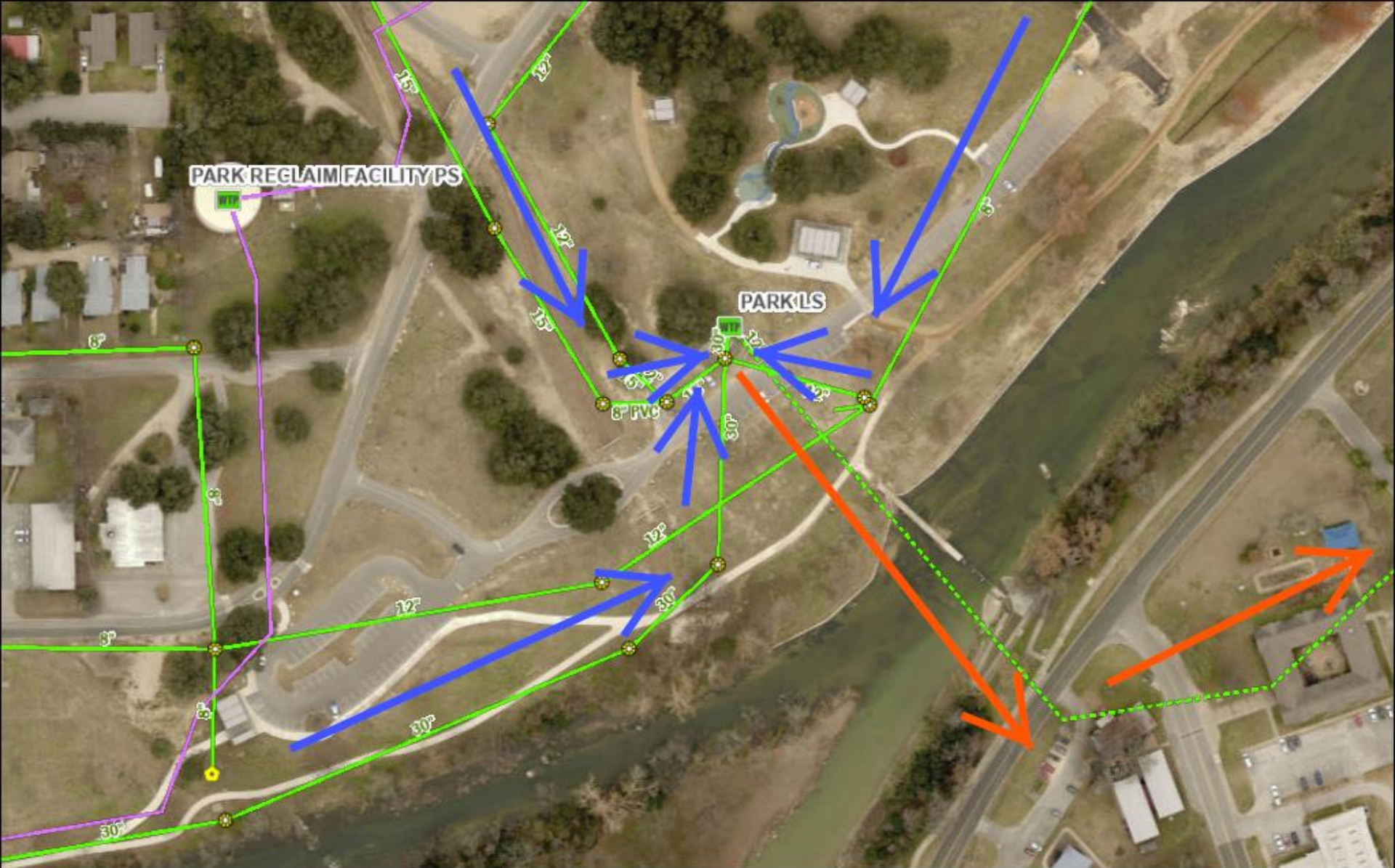
Background Information

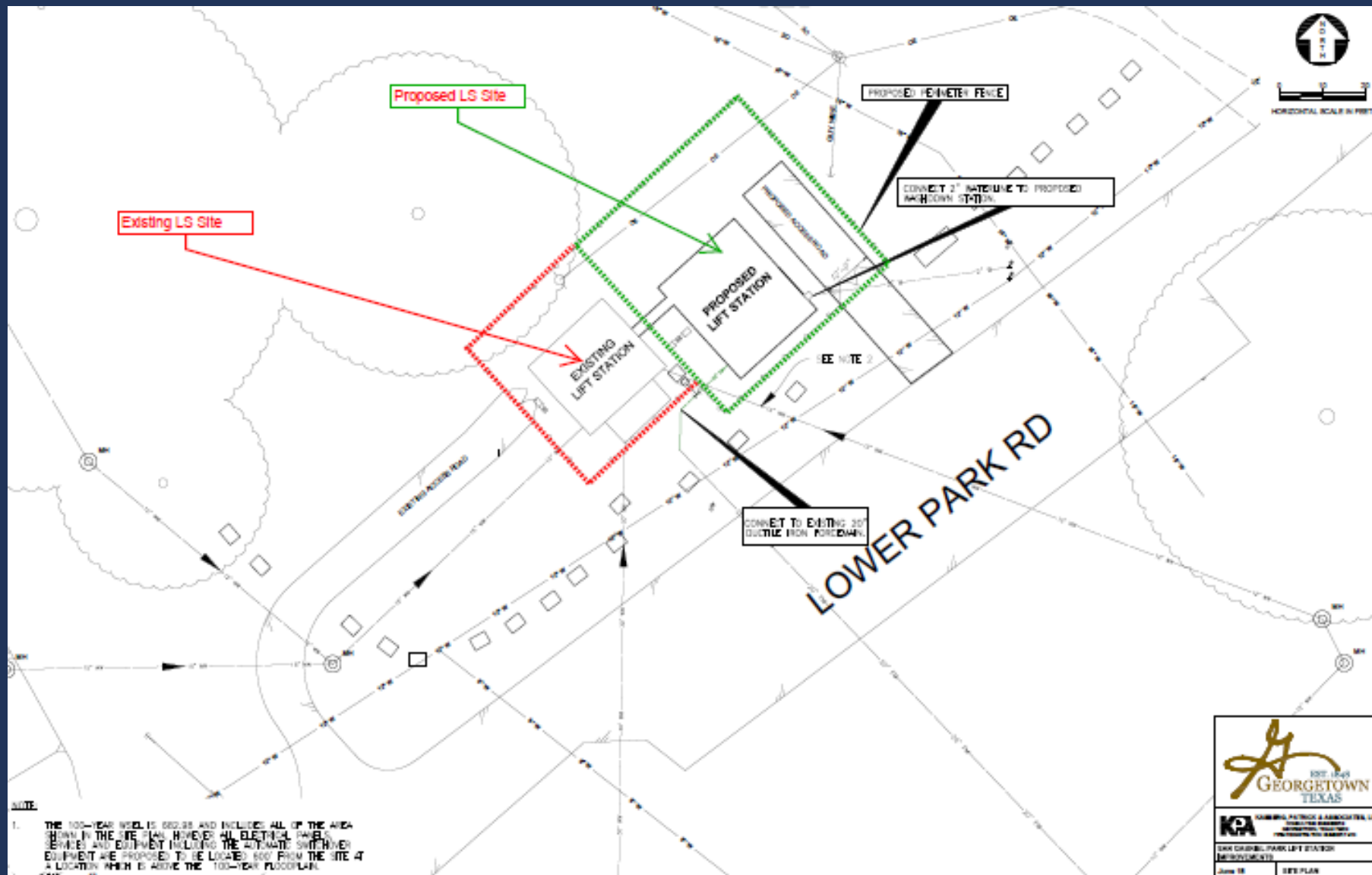
- An existing wastewater lift station is operated by the City of Georgetown in San Gabriel Park along Lower Park Road.
- Multiple major lines are serviced by this lift station, which then feeds the San Gabriel Treatment Plant.
- Increased wastewater needs are north and west of the North Fork of the San Gabriel will exceed the capacity of the existing lift station.
- No park amenities in the area proposed to be utilized.

Purpose of Hearing

- Determination of no feasible and prudent alternative to the use of a portion of San Gabriel Park.







Survey showing 0.0623 ACRE OF LAND, situated in the NICHOLAS
PORTER SURVEY, ABSTRACT 497, Williamson County, Texas.

This sketch to accompany a metes and bounds
description of the hereon shown 0.0623 Acre tract.

LOT 8, BLOCK 5
RESUBDIVISION OF LOTS 5, 6, 7, & 8,
BLOCK 5
NORTH GEORGETOWN ADDITION
Cdb. 6, Sl. 97



● - 5/8" Iron Rod w/cap
stamped "ACS" Set
(unless otherwise noted)

CALLED 154.96 ACRES
CITY OF GEORGETOWN
Vol. 266, Pg. 448

N 102°10'56.3" E 71.104'

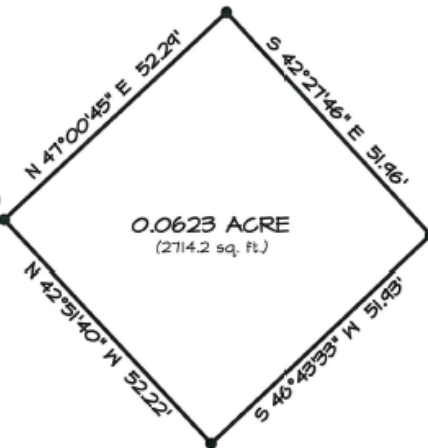
1/2" Iron Rod w/cap
stamped "CCC"
4835" Found

N 86°10'23" E 621.13'

N 102°10'51.5" E 51.53629.91'

0.0623 ACRE
(2714.2 sq. ft.)

N 102°10'51.0" E 51.536109.24'



(50' ROW) (Asphalt Surface)
EAST VALLEY STREET

CALLLED 154.96 ACRES
CITY OF GEORGETOWN
Vol. 266, Pg. 448

Bearings cited hereon are based upon the Texas State Plane Coordinate System,
Central Zone, NAD 83, as per GPS observations.

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



Charles C. Lucko

Survey completed: 03-03-2020
Scale: 1" = 20'
Job No.: 170323.2
Dwg No.: 170323.2
Drawn by: MDH/SLW
Surveyor: CCL #4636
Copyright 2020 All County Surveying, Inc.

Plot Date: 03-06-2020

Alternative

- The existing lift station is an intercept point for a significant drainage basin. Failure to expand the existing lift station would require realignment of wastewater lines and a significant investment of new infrastructure.
 - Likely in the tens of millions of dollars and requiring entirely new line extensions.
 - In the event of a realignment, lift station location still anticipated in park. Within a few hundred feet, parallel to the river, of the existing location
 - Would likely require redesign of existing lines up to ½ mile away. (This would be across large sections of the park, up to points along Austin, FM 971, and IH-35).
 - Realignment, due to both cost and engineering constraints is not considered prudent/feasible by staff

Purpose of Hearing

- Finding of no feasible and prudent alternative to the use of a 0.0623-acre portion of San Gabriel Park for the construction and operation of a wastewater lift station.

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Forwarded from Georgetown Utility Systems Advisory Board (GUS):

Consideration and possible action to approve an **inter-local contract** between the **City of Round Rock** and the **City of Georgetown** for **water resource** and **treatment services** for the period from **2020 through 2029** with **estimated costs** for the **current fiscal year** of **\$197,240.00** -- Glenn W. Dishong, Director Water Utilities and Chelsea Solomon, Control Center Manager

ITEM SUMMARY:

Part of the strategy to meet the increased water demand associated with growth is to use the excess capacity of neighboring systems in lieu of plant construction due to immediate availability and if the costs are favorable when compared to native construction and operations costs.

This contract between the Cities of Round Rock and Georgetown utilizes Round Rocks excess water and treatment capacity for a period of ten years. The contract provides for delivery of 4 MGD firm capacity daily with additional service capacity if available.

The fixed and variable costs in the contract were determined as part of a Round Rock rate study and represent cost of service with an additional 10% margin. The costs are equal to or less than the native cost of service if provided by Georgetown through construction and operation of a new treatment plant. The costs are subject to change each time Round Rock conducts a rate study, usually every three years.

Costs for this contract are expected to remain relatively flat until the BCRUA Plant Deepwater Intake is constructed. The cost of the new intake will increase the base rate. Provisions in the contract allow for Georgetown to terminate for any reason with one year notice or within 60 days of a rate increase. Round Rock can terminate after 5 years by giving Georgetown one year advance notice. 1 MGD is available this fiscal year, the additional 3 MGD requires a CIP project, the base rate for the 3 MGD will begin no later than June 2022.

STAFF RECOMMENDATION:

Staff recommends approval of an inter-local contract between the City of Round Rock and the City of Georgetown for water resource and treatment services for the period from 2020 through 2029 with estimated costs for the current fiscal year of \$197,240.00 .

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GUS Board at their meeting held on March 13, 2020.

FINANCIAL IMPACT:

Costs will be paid from the Water Utility for the fiscal year 2020 for the utilization of 1 MGD for the remaining 4 months of the fiscal year in the amount of \$197,240.00

The cost increase in subsequent years will be incorporated into rates as necessary.

Fiscal Yr 2021 – \$591,720.00 for 1 million gallons per day for 12 months

Fiscal Yr 2022-2029 – \$2,366,880.00 per year for 4 million gallons per day for 12 months during the remaining 8 years of the contract.

SUBMITTED BY:

Glenn Dishong, Director of Water Utilities

ATTACHMENTS:

Wholesale Water Agreement Round Rock

RR Wholesale costs

Roundrock Highlands 175 contract 2_2020 presentation

**WHOLESALE WATER SERVICE AGREEMENT
BETWEEN THE CITIES OF ROUND ROCK AND GEORGETOWN**

This Wholesale Water Service Agreement Between the Cities of Round Rock and Georgetown (this "Agreement") is made and entered into by and between the City of Georgetown, a Texas home rule municipal corporation ("Georgetown") acting by and through its duly authorized Mayor, and the City of Round Rock, a Texas home rule municipal corporation ("Round Rock") acting by and through its duly authorized Mayor.

RECITALS:

Whereas, Round Rock and Georgetown recognize that substantial benefits may be derived from joint cooperation with each other in the planning, financing, construction and provisions of utilities; and

Whereas, Georgetown has a need for a source of additional treated water for the southwest portion of its water service area; and

Whereas, Round Rock has excess capacity in its water treatment system and is willing to sell wholesale potable water to Georgetown; and

Whereas, Georgetown, and Round Rock desire to set forth in writing the terms and conditions for the sale of water from Round Rock to Georgetown;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and undertakings set forth below, Georgetown and Round Rock hereby contract and agree as follows:

**ARTICLE ONE
DEFINITIONS**

1.01 Unless the context clearly requires otherwise, the following terms shall have the meaning set forth below:

Agreement: means this Wholesale Water Service Agreement Between the Cities of Round Rock and Georgetown.

As Available Service means the increment of interim wholesale water service in excess of Firm Service as defined below to be provided to Georgetown by Round Rock under this Agreement only if Round Rock determines that such additional increment of potable water service is available on a temporary basis from the Round Rock system after meeting the potable water service requirements of its customers as hereinafter more particularly set forth.

Cities: means Georgetown and Round Rock.

Effective Date: means the ____ day of _____, 2020.

Firm Service: the maximum assured level of potable water service, expressed in gallons per day that Round Rock determines it is capable of providing to Georgetown on a consistent basis from its water system, throughout the term of this Agreement.

Georgetown: means the City of Georgetown, Texas.

Meter, Highlands at Mayfield: means the water meter located in the vicinity of the Highlands at Mayfield Ranch subdivision, as shown on **Exhibit A**.

Meter, County Road 175: means the water meter located near County Road 175, as shown on **Exhibit A**.

Points of Delivery: means the two points where the Meters are located and where Georgetown's water system will be connected to Round Rock's water system and from which Georgetown may withdraw water from Round Rock's water system.

Round Rock: means the City of Round Rock, Texas.

Water: means potable water meeting those requirements for human consumption and other uses promulgated by the Texas Department of Health, and/or the Texas Commission on Environmental Quality.

ARTICLE TWO TERMS AND CONDITIONS FOR WATER SERVICE

2.01 Agreement to Provide Water Service. Subject to the terms and conditions of this Agreement and the requirements of applicable law, Round Rock agrees to provide water service to Georgetown at the Point(s) of Delivery for the term of this Agreement. The Point(s) of Delivery will be agreed upon by Round Rock and Georgetown. The maximum level of water service to be provided by Round Rock to Georgetown under this Agreement shall be as set forth below.

2.02. Water Meters at the Points of Delivery. Water delivered to Georgetown will be measured by a meter installed at each Point of Delivery. Metering equipment and related facilities, including a meter vault and standard-type devices required for properly measuring the quantity of Water delivered to Georgetown, will be installed at each Point of Delivery as set forth in Sections 3.01 and 4.01 below. The meter(s) installed shall have the capability of restricting the rate of flow through the meter, as set forth in Sections 3.02 and 4.02 below. The water meters that are installed shall be Automatic Metering Infrastructure capable and be manufactured by Master Meter, Inc. or other equivalent vendor approved by Round Rock. After installation, Round Rock will own, operate, and maintain the metering equipment, and upstream improvements.

2.03. Meter Calibration and Billing Adjustments. At both Points of Delivery, Round Rock will calibrate the meters annually at its cost. Round Rock will provide Georgetown with a copy of the calibration report within ten calendar days of Round Rock's receipt of same. At Georgetown's request, Round Rock shall calibrate the meters more frequently. If Georgetown requests calibration of a meter more frequently than once every 12 months and, upon calibration, the meter in question proves to be accurate, then the cost of the calibration will be borne by Georgetown. Any meter registering within the accuracy range as defined by the American Water Works Association or its successor agency for continuous maximum duty usage for that type and size of meter will be deemed to be accurate. If any meter test indicates that the meter is inaccurate, the meter will be recalibrated or replaced, and a billing adjustment will be made based on the degree of the meter's inaccuracy, as determined by the test. If the Cities can reasonably estimate the time at which the meter became inaccurate, Round Rock will make a billing adjustment based on that time period. If the Cities cannot reasonably estimate the time at which the meter became inaccurate, then Round Rock will make a billing adjustment to no more than the previous six months' billings.

2.04. Meter Repair and Access. If a Point(s) of Delivery meter is out of service or under repair so that the amount of Water delivered cannot be ascertained or computed from the readings, the Water delivered during the period the meter was out of service or repair will be estimated and agreed upon by the Cities based on previous billings and other relevant information. Round Rock will keep accurate records of the amount Water passing through the meters on a daily basis. Such records will be available to Georgetown for inspection or copying at all times during regular business hours. Both Georgetown and Round Rock will be entitled to access the Point of Delivery meters at all times.

2.05 Billing and Payment. Round Rock shall send a bill to Georgetown once per month setting forth the quantity of Water delivered to Georgetown as determined by Round Rock's periodic readings of the Point of Delivery meters. Each bill shall include a due date and the total amount owed to Round Rock based on the metered quantity of Water delivered multiplied by Round Rock's wholesale Water rate for Georgetown. Georgetown shall pay the total amount owed to Round Rock by the due date on each bill for Water Service. If Georgetown, in good faith, questions the amount of the bill, Round Rock shall work cooperatively with Georgetown to resolve the issue.

2.06 Effect of Mandatory Water Conservation Measures. Notwithstanding the level(s) of Firm Service determined in this Agreement, Georgetown acknowledges that, if Round Rock institutes mandatory water conservation measures for its customers, the level(s) of Firm Service set forth in this Agreement may be temporarily reduced in accordance with Round Rock's mandatory conservation measures as follows: If Round Rock implements Stage I, the Firm Service shall be reduced by 15%; if Round Rock implements Stage II, the Firm Service shall be reduced by 25%; and if Round Rock implements Stage III, the Firm Service shall be reduced by 50%. . Round Rock shall provide Georgetown 48 hours' written notice of the implementation of a water conversation stage.

ARTICLE THREE HIGHLANDS POINT OF DELIVERY

3.01. Meters. At the Highlands Point of Delivery, there will be two separate meter vaults with standard metering and related facilities, as shown on **Exhibit B**. The primary meter vault will be for the meter to measure the quantity of Water delivered by Round Rock to Georgetown, pursuant to the terms of this Agreement. The secondary meter vault will be for a meter to measure water delivered by Georgetown to Round Rock on an emergency basis, which will be the subject of a separate Interlocal Agreement between Georgetown and Round Rock. Round Rock will be responsible for designing and constructing both vaults, meters, and related facilities. Georgetown shall reimburse Round Rock for one-half of all costs associated with same.

3.02 Level of Firm Service. The Cities agree that the level of Firm Service provided through the Highlands at Mayfield meter shall be 1.0 million gallons per day (MGD). The Cities also agree that the Highlands at Mayfield meter shall be set so that the maximum rate of flow through the meter shall be 695 gallons per minute (GPM).

ARTICLE FOUR COUNTY ROAD 175 POINT OF DELIVERY

4.01. Meter. At the County Road 175 Point of Delivery, there will be one vault with a standard meter and related facilities, as shown on **Exhibit C**. The meter vault will be for a meter to measure the quantity of Water delivered by Round Rock to Georgetown, pursuant to the terms of this Agreement. Round Rock will be responsible for designing and constructing the vault, meter, and related facilities. Georgetown shall reimburse Round Rock for one-half of all costs associated with same.

4.02 Level of Firm Service. The Cities agree that the initial level of Firm Service provided through the County Road 175 Point of Delivery shall be 3.0 MGD. The Cities also agree that the County Road 175 Meter shall be set so that the maximum rate of flow through the meter shall be 2,085 GPM.

ARTICLE FIVE WATER RATES

5.01 Rates for Water Service. The rate for Water Service shall consist of a monthly base charge and a volumetric charge per 1,000 gallons of water delivered to Georgetown.

5.02 Monthly Base Charges.

(a) Highlands at Mayfield. The initial monthly base charge for the water delivered through the Highlands at Mayfield Point of Delivery shall be \$14,510 for each calendar month. The monthly base charge will start June, 2020, or when Georgetown starts taking water at the Highlands at Mayfield Point of Delivery, whichever first occurs.

(b) County Road 175. The initial monthly base charge for the water delivered through the County Road 175 Point of Delivery shall be \$43,530 for each calendar month. The monthly base charge will start June, 2022, or when Georgetown starts taking water at the County Road 175 Point of Delivery, whichever first occurs.

5.03 Volumetric Charge. The initial volumetric charge for water delivered at both points of delivery shall be \$1.16 per 1,000 gallons of water delivered to Georgetown.

5.04 Rate Review and Amendment. The rates set by Round Rock and charged to Georgetown shall be reasonable and may be reviewed and/or amended from time to time and shall be based on a cost of service study performed by Round Rock. Round Rock may include a rate of return in its rates equal to 10 percent of its actual cost. At Georgetown's request, Round Rock agrees to provide Georgetown with a copy of the rate study that derived the new rates. Round Rock agrees to provide Georgetown at least 60 days written notice of an estimated amount of any proposed rate increase. If Round Rock proposes to increase any of the rates set forth in this Agreement, the revised rate(s) shall be adopted by the Round Rock City Council and Round Rock shall promptly provide Georgetown written notice of the adopted rate(s). Georgetown shall have 60 days after the adoption of the revised rate(s) to either accept the increased rates in writing or terminate this Agreement.

ARTICLE SIX AS AVAILABLE SERVICE

6.01. As Available Service. To the extent Water Service is available from the Round Rock system in excess of the Firm Service at one or both Point(s) of Delivery, Georgetown may request via email or phone call to the Round Rock Control Center on a daily basis and, to the extent Round Rock determines such additional water service is available, Round Rock agrees to provide As Available Service to Georgetown at one or both Point(s) of Delivery by adjusting the valve position(s), subject to the conditions set forth in this Section.

6.02. Volumetric Rates for As Available Service. All Water Service at a Point of Delivery which exceeds the approved level of Firm Service determined in accordance with the foregoing procedures shall be considered As Available Service. The volumetric charge for As Available Service shall be \$1.16 per 1,000 gallons delivered to Georgetown.

6.03 Reducing As Available Service. Round Rock may terminate or reduce such As Available Service at any time during the term of this Agreement by providing Georgetown with twenty-four (24) hours written notice of such termination or reduction. Such notice shall be communicated by either telephone or email to Georgetown's Control Center. If the notice is given by telephone, it shall be confirmed by email within 24 hours. Such notice shall contain the following:

- (a) a statement indicating the termination or reduction of As Available Service;
- (b) in the case of a reduction of As Available Service, the estimated amount of the reduction in As Available Service; and

- (c) the estimated duration of such termination or reduction of As Available Service.

ARTICLE SEVEN GENERAL PROVISIONS

7.01. Authority. This Agreement is made pursuant to the authority conferred by V.T.C.A. Government Code, Chapter 791, and V.T.C.A. Local Government Code Secs. 402.001 and 402.017. The limitations stated herein shall not be construed as a delegation by either Georgetown or Round Rock of any governmental authority or power but rather shall be construed as a contractual requirement

7.02. Payments from Current Revenues. All payments, if any, required to be made by a governmental entity hereunder shall be payable from current revenues or other funds lawfully available for such purpose. The obligation of Georgetown to make payments to Round Rock does not constitute a general obligation or indebtedness of Georgetown for which Georgetown is obligated to levy or pledge any form of taxation.

7.03. Force Majeure. If, by reason of Force Majeure (as hereinafter defined), any party shall be rendered wholly or partially unable to carry out its obligations under this Agreement after its effective date, then such party shall give written notice of the particulars of such Force Majeure to the other party or within a reasonable time after the occurrence thereof.

The obligations of the party giving such notice, to the extent affected by such Force Majeure, shall be suspended during the continuance of the inability claimed and for no longer period, and any such party shall in good faith exercise its best efforts to remove and overcome such inability. Payment obligations shall not be considered to be affected by Force Majeure.

The term "Force Majeure" as utilized herein shall mean and refer to acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States, the State of Texas, or any other civil or military authority; insurrections; riots; epidemics; landslides; earthquakes; lightning; fires; hurricanes; storms; floods; washouts; or other natural disasters; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals; or other causes not reasonably within the control of the party claiming such inability.

7.04 Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained herein.

7.05 Entire Agreement. This Agreement contains the entire Agreement of the Cities and supersedes all prior or contemporaneous, understandings and representations, whether oral or written, respecting the subject matter hereof.

7.06 Amendments. Any amendment hereof must be in writing and signed by the authorized representative of each party hereto.

7.07. No Amendment of Other Agreements. Unless otherwise expressly stipulated herein, this Agreement is separate from and shall not constitute an amendment or modification of any other agreement between the Cities.

7.08 No Third-Party Beneficiaries. This Agreement shall inure only to the benefit of the Cities and third parties not privy to this Agreement shall not, in any form or manner, be considered a third-party beneficiary of this Agreement.

7.09 Assignment. The rights and obligations of a party arising under this Agreement shall not be assignable.

7.10 Applicable Law. This Agreement shall be construed under and in accordance with Texas law.

7.11 Venue. Venue for any action arising hereunder shall be in Williamson County, Texas.

7.12 Conflict. If there is a conflict between Round Rock's policies, ordinances, or other contracts and this Agreement, the provisions of this Agreement shall control.

7.13 Notices. Notices provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of the other party shown below:

GEORGETOWN:

Georgetown, TX _____
Attn: _____
Telephone: (____) ____ - ____
Email: _____

with copy to:

Georgetown, Texas 78767
Attn: _____
Telephone: (____) ____ - ____
Email: _____

ROUND ROCK:

221 East Main
Round Rock, Texas 78664
Attn: City Manager
Telephone: (512) 218-5410

with copy to:

Stephan L. Sheets
309 E. Main Street
Round Rock, Texas 78664-5264
Telephone: (512) 255-8877

The Parties shall have the right at any time to change their respective addresses by giving written notice of same to the other party.

7.14 Multiple Originals. This Agreement may be executed in multiple originals each of equal dignity.

7.15 Term of Agreement. This Agreement shall be for a term of 10 years from the Effective Date. This Agreement may be renewed or extended by mutual agreement of the Parties in writing for such additional periods as may be approved by the governing bodies of Round Rock and Georgetown.

7.16 Termination. This Agreement may be terminated by mutual agreement of the parties., Round Rock shall have the option of terminating this Agreement any time after five years by giving Georgetown one-year written notice of its exercise of the option. Georgetown shall have the option of terminating this Agreement any time after one year by giving Round Rock one-year written notice of its exercise of the option. Pursuant to Section 5.04 of this Agreement, Georgetown also has the right to terminate this Agreement in response to a rate increase adopted by the Round Rock City Council No later than 30 days before the termination of this Agreement, the Cities will coordinate with each other with regard to the disconnection between Georgetown's and Round Rock's Water system in a manner acceptable to the Cities. Whichever City terminates the Agreement will be responsible for the costs of such disconnection.

7.17 Default. In the event that one party believes that the other party is in default of any of the provisions in this agreement, the non-defaulting party will make written demand to cure to the defaulting party and give the defaulting party up to thirty days to cure the default or, if the curative action cannot reasonably be completed within thirty days, the defaulting party will commence the curative action within thirty days and thereafter diligently pursue the curative action to completion. This period must pass before the non-defaulting party may initiate any remedies available to the non-defaulting party due to such default. The non-defaulting party shall mitigate direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The parties agree that they will use their best efforts to resolve any disputes and may engage in non-binding arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas before initiating any lawsuit to enforce their rights under this agreement. Nothing in this agreement shall be construed to limit either party's right to recover damages or to seek other appropriate curative remedies if a breach of contract action is filed by a non-defaulting party to this Agreement.

7.18 Effective Date. This Agreement shall be effective from and after the ____ day of _____, 2020.

IN WITNESS WHEREOF, the authorized representatives of Round Rock and Georgetown have executed this Agreement as of the date(s) shown below.

CITY OF ROUND ROCK:

ATTEST:

Sara White, City Clerk

By: _____
Craig Morgan, Mayor

Date: _____

CITY OF GEORGETOWN:

ATTEST:

Robyn Densmore, City Secretary

By: _____
Dale Ross, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Charlie McNabb, City Attorney

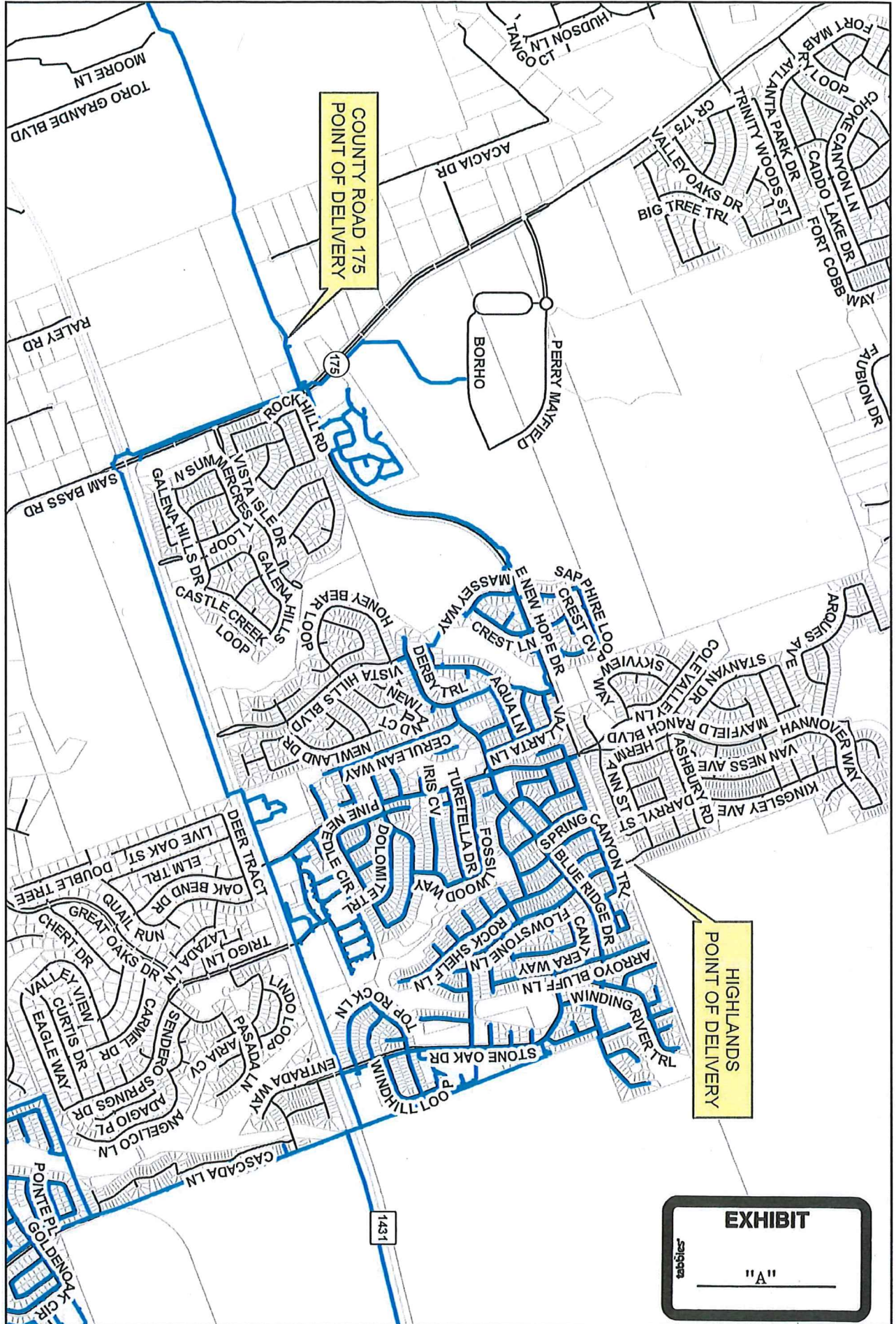
Date: _____

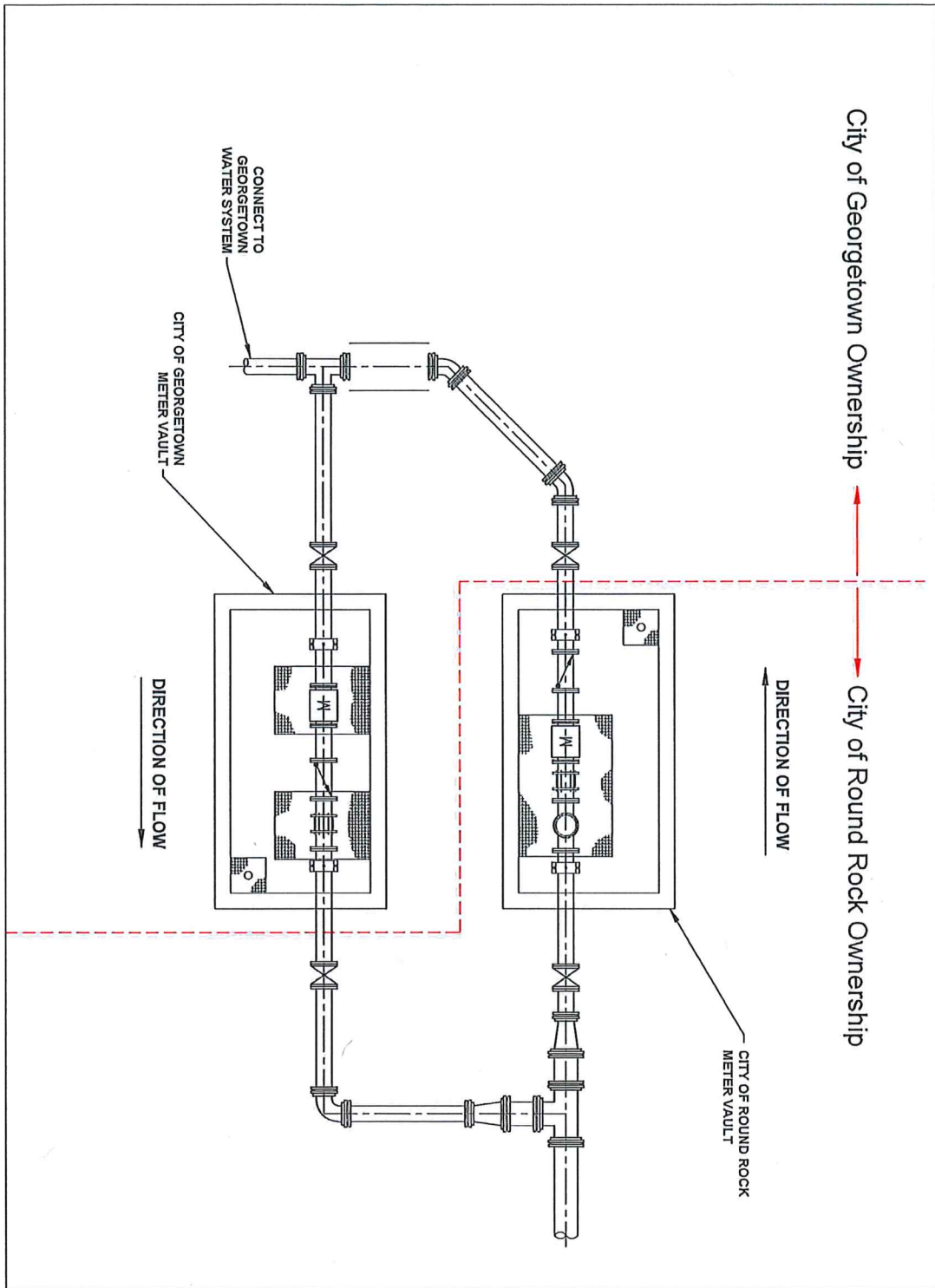
Date: 7/12/2019



WATERLINES

POINT OF DELIVERY LOCATION MAP






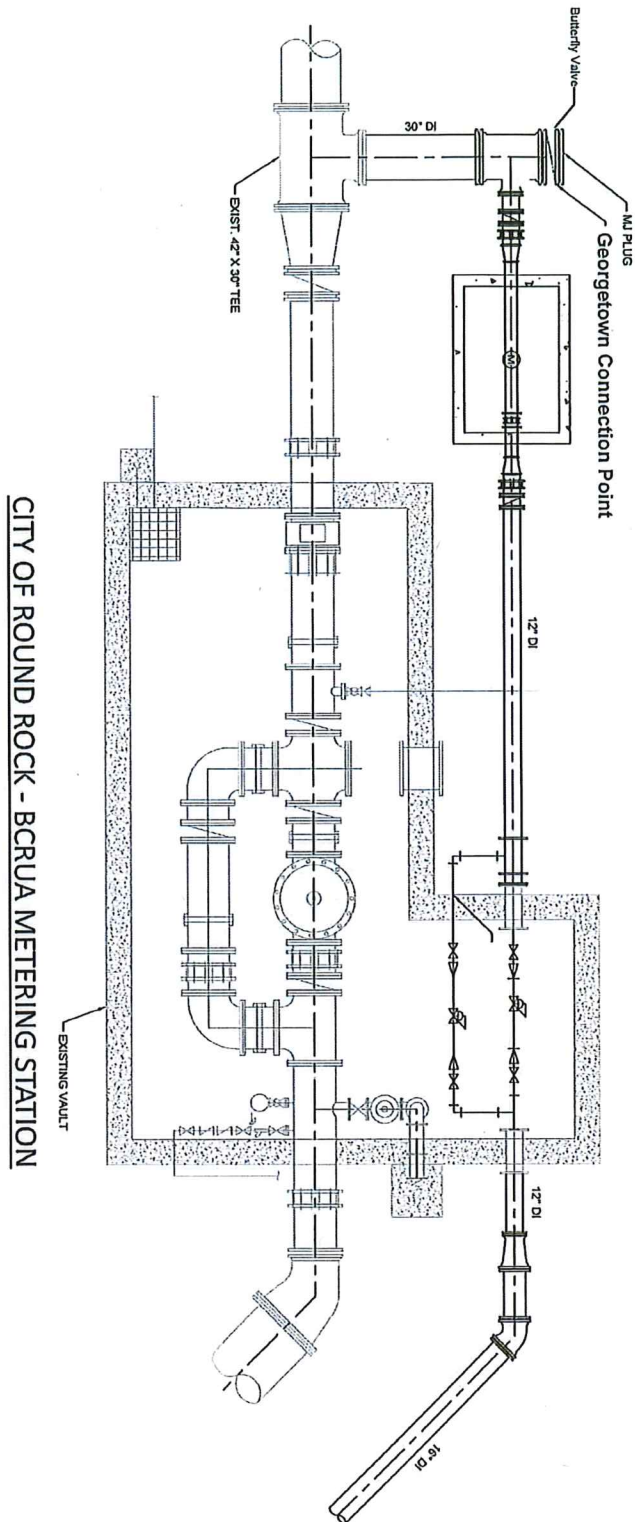
		Project Name and Address <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
Permit Date: 6/19/2019 Issue: N/A	Delivery 2	No. Revision/Phase Date	Highlands Point of Delivery

EXHIBIT
 "B"



Note 1 - Point of Delivery for Georgetown to be after the 30-inch butterfly valve. Georgetown will be responsible for installing a new water meter after the connection point.


		County Road 175 Point of Delivery	
Interconnect Date: 6/13/2019 As Noted	1	Job # Revision/Draw Scale	Project Name and Address

EXHIBIT
 "C"

Highlands At Mayfield (2020)

1 MGD

		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Months in fiscal Yr		4	12	12	12	12	12	12	12	12	12	12
Base	\$ 14,510.00	\$ 58,040.00	\$ 174,120.00	\$ 174,120.00	\$ 174,120.00	\$ 174,120.00	\$ 174,120.00	\$ 174,120.00	\$ 174,120.00	\$ 174,120.00	\$ 174,120.00	\$ 174,120.00
volumetric rate	\$ 1.16	\$ 139,200.00	\$ 417,600.00	\$ 417,600.00	\$ 417,600.00	\$ 417,600.00	\$ 417,600.00	\$ 417,600.00	\$ 417,600.00	\$ 417,600.00	\$ 417,600.00	\$ 417,600.00
Yearly cost		\$ 197,240.00	\$ 591,720.00	\$ 591,720.00	\$ 591,720.00	\$ 591,720.00	\$ 591,720.00	\$ 591,720.00	\$ 591,720.00	\$ 591,720.00	\$ 591,720.00	\$ 591,720.00

CR 175 (2022)

3 MGD

		0	0	12	12	12	12	12	12	12	12	12
Months in fiscal Yr												
Base	\$ 43,530.00	\$ -	\$ -	\$ 522,360.00	\$ 522,360.00	\$ 522,360.00	\$ 522,360.00	\$ 522,360.00	\$ 522,360.00	\$ 522,360.00	\$ 522,360.00	\$ 522,360.00
volumetric rate	\$ 1.16	\$ -	\$ -	\$ 1,252,800.00	\$ 1,252,800.00	\$ 1,252,800.00	\$ 1,252,800.00	\$ 1,252,800.00	\$ 1,252,800.00	\$ 1,252,800.00	\$ 1,252,800.00	\$ 1,252,800.00
Yearly cost		\$ -	\$ -	\$ 1,775,160.00	\$ 1,775,160.00	\$ 1,775,160.00	\$ 1,775,160.00	\$ 1,775,160.00	\$ 1,775,160.00	\$ 1,775,160.00	\$ 1,775,160.00	\$ 1,775,160.00

Combined Yearly Cost		\$ 197,240.00	\$ 591,720.00	\$ 2,366,880.00	\$ 2,366,880.00	\$ 2,366,880.00	\$ 2,366,880.00	\$ 2,366,880.00	\$ 2,366,880.00	\$ 2,366,880.00	\$ 2,366,880.00	\$ 2,366,880.00
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Round Rock Wholesale Water Agreement

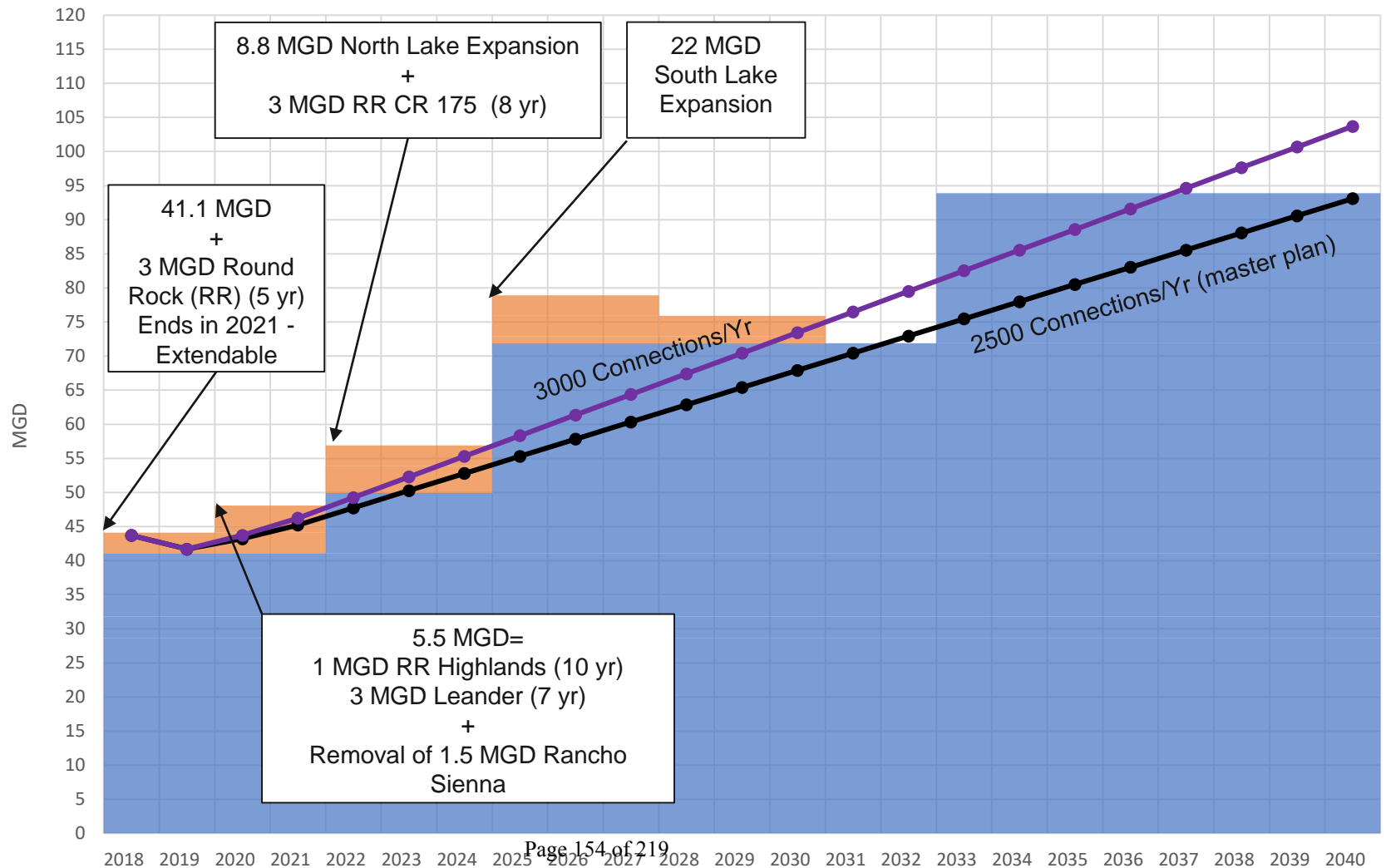
Presented by

Chelsea Solomon
Control Center Manager
Water Utilities

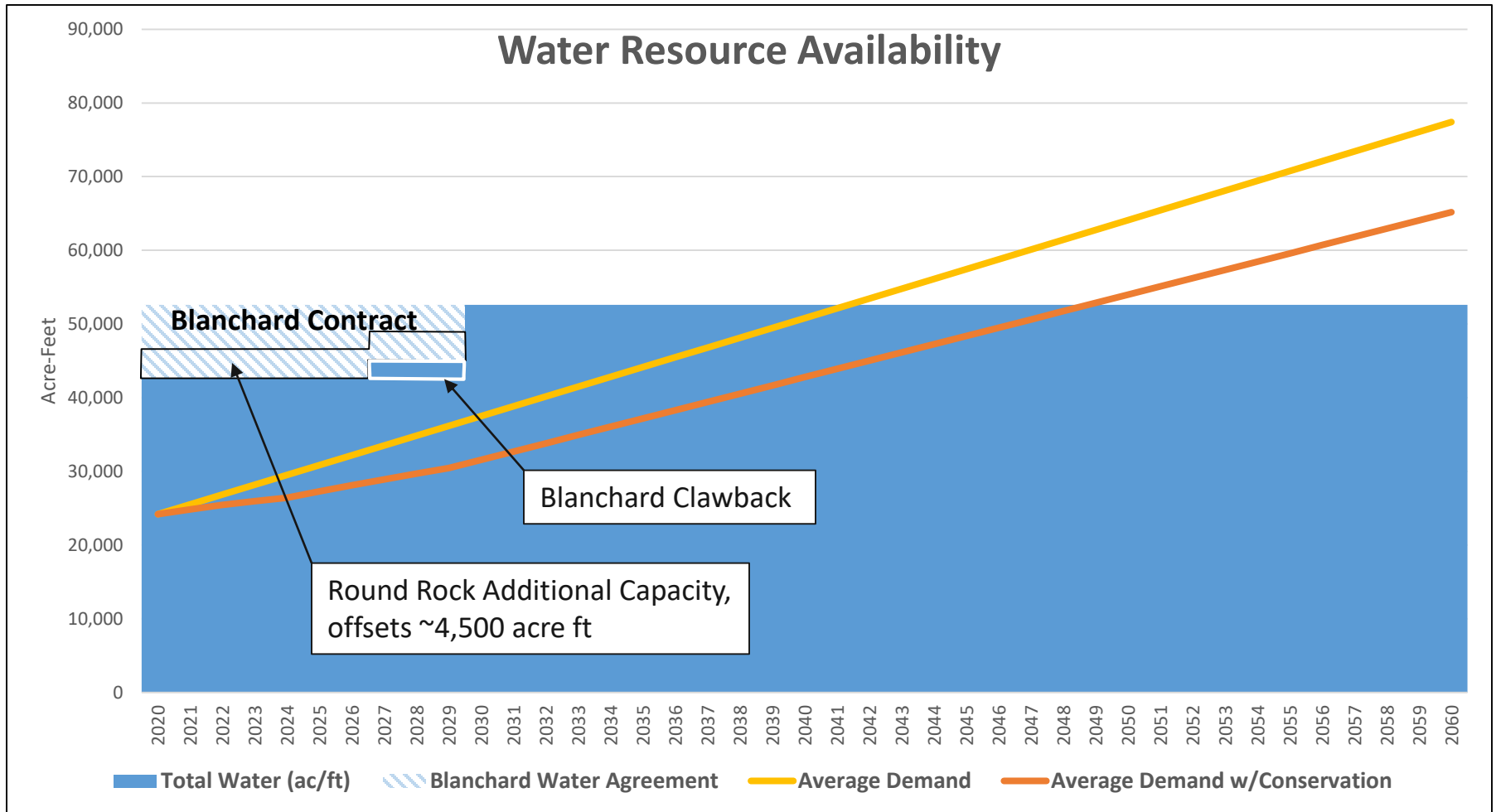
Summary of Terms

- Term of Contract – 10 years
- Source of Raw Water – Round Rock HB1437 Alliance System Water
- Delivery Locations
 - Highlands at Mayfield (2020)
 - Firm Daily Supply – 1 MGD
 - Monthly Base Fee - \$14,510
 - Firm Volumetric Rate - \$1.16/kgal
 - Non-Firm Volumetric Rate - \$1.16/kgal
 - CR 175 Point of Delivery (2022)
 - Firm Daily Supply –3 MGD
 - Monthly Base Fee - \$43,530
 - Firm Volumetric Rate - \$1.16/kgal
 - Non-Firm Volumetric Rate - \$1.16/kgal
- Terms for curtailment – DCP activation by BRA, Round Rock, or Georgetown
- Terms for Termination
 - City of Georgetown
 - Terminate for any reason with 1 yr notice
 - Terminate within 60 days of rate increase
 - City of Round Rock
 - Terminate after 5 years with a 1 year advanced notice

System Capacity Projections



Resource Usage Projections



Costs for System Capacity

Round Rock (4MGD)

Capital needs = \$10,070,000
Fixed Costs = \$1,031,880
Variable = \$1.16
Annual Cost = \$2,725,500

Unit Cost
\$1.87 per 1000 gallons

South Lake Treatment Plant 22 MGD Constructed (4 MGD Utilized)

Capital needs = \$117,737,000
Fixed Costs = \$3,921,500
Variable = \$1.22
Annual Cost = \$5,702,700

Unit Cost
\$3.91 per 1000 gallons

Fiscal Year Costs

2020 (1 MGD for the remaining 4 months)
2021 (1 MGD)
2022-2029 (4 MGD)

\$ 197,240.00
\$ 591,720.00
\$2,366,880.00

** Debt Fund 50% for 20 yrs @ 3.25% Interest

Review

- Round Rock contract helps meet current Max Day demands ahead of North Lake Water treatment Expansion and South Lake Water Treatment Expansion.
- The Cost of 4 MGD contracted is less expensive than building the South Lake Plant if the south lake plant is only utilizing 4 MGD.
- Provides additional source diversification and system resiliency.

Questions ?

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Forwarded from Georgetown Utility Systems Advisory Board (GUS):

Consideration and possible action to approve **Task Order CDM-20-007** with **CDM Smith, Inc.** of Austin, Texas, for **professional services** related to **Parkside Water Supply, Hoover Pump Station and Elevated Storage Tank**, and **Tank demolition** in the amount of **\$2,044,075.00** -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:

Parkside Water Supply – Engineer shall prepare bidding documents including plans, details, specifications and contract documents for the construction of approximately 17,500 feet of 16-inch pipeline, a 1.5 MG elevated storage tank, and a 5 mgd pump station that will be located in the elevated storage tank pedestal. A 14,000 foot long portion of the pipeline will take water at the BCRUA point of entry into the City of Round Rock water system near Sam Bass Road and New Hope Road and will run to the new elevated storage tank site on Fort Cobb Way in the Mayfield Parkside development. The 5 mgd pump station will have horizontal pumps and will pump water from the 1.5 MG elevated storage tank which has an overflow elevation of 1100 and pump it to the Escalara elevated storage tank that has an overflow elevation of 1178. There will be 3,500 feet of pipeline from the pump station that will run parallel with Parkside Parkway to a point near the intersection of CR 276 to reach piping in the 1178 pressure plane. Engineer shall provide bidding phase and construction phase services.

Hoover Pump Station – Engineer shall prepare bidding documents including plans, details, specifications and contract documents for the construction of approximately 3,500 feet of pipe to connect the Daniels Mountain ground storage tank to a new 1.5 mgd pump station. The pump station will pump water from the 1178 pressure plane to the 1245 pressure plane. The pump station will have horizontal pumps and will be located in a block building near CR 255. The 1 MG elevated storage tank will be located on the site of the existing Hoover pump station which will be abandoned when this project is complete. Engineer shall provide bidding phase and construction phase services as described herein.

Tank Demolition Project – Engineer shall prepare bidding documents including plans, details, specifications and contract documents for the demolition of four steel water ground storage tanks. Two tanks are located at the Daniels Mountain site, and one each at the Irving site and the 1869 site. Engineer shall provide bidding phase and construction phase services as described herein.

STAFF RECOMMENDATION:

Staff recommends executing Task Order CDM-20-007 for professional services relating to Parkside water Supply, Hoover Pump Station and Elevated Storage Tank, and the Tank Demolition project with CDM Smith, Inc. of Austin, Texas, in the amount of \$2,044,075.00.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GUS Board at their meeting held on March 13, 2020.

FINANCIAL IMPACT:

Funds for this expenditure are in the current year Water CIP Budget.

SUBMITTED BY:

Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager

ATTACHMENTS:

CDM-20-007 Task Order

TASK ORDER

Task Order No. CDM-20-007-TO,
consisting of 9 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and CDM Smith, Inc. ("Engineer") for Professional Services – Task Order Edition, dated September 30, 2016, ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

- A. Title: Parkside Water Supply, Hoover Pump Station and Elevated Storage Tank and Tank Demolition Project
- B. Description: Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager
- C. City of Georgetown Project Number: 2JZ, 2KA, 2KB
- D. City of Georgetown General Ledger Account No.: 660-9-0580-90-003, 660-9-0580-90-002, 660-9-0580-90-180
- E. City of Georgetown Purchase Order No.: _____
- F. Master Services Agreement, Contract Number: 2016-738-MSA

2. **Services of Engineer**

Parkside Water Supply – Engineer shall prepare bidding documents including plans, details, specifications and contract documents for the construction of approximately 17,500 feet of 16-inch pipeline, a 1.5 MG elevated storage tank, and a 5 mgd pump station that will be located in the elevated storage tank pedestal. A 14,000 foot long portion of the pipeline will take water at the BCRUA point of entry into the City of Round Rock water system near Sam Bass Road and New Hope Road and will run to the new elevated storage tank site on Fort Cobb Way in the Mayfield Parkside development. The 5 mgd pump station will have horizontal pumps and will pump water from the 1.5 MG elevated storage tank which has an overflow elevation of 1100 and pump it to the Escalara elevated storage tank that has an overflow elevation of 1178. There will be 3,500 feet of pipeline from the pump station that will run parallel with Parkside Parkway to a point near the intersection of CR 276 to reach piping in the 1178 pressure plane. Engineer shall provide bidding phase and construction phase services as described herein.

Hoover Pump Station – Engineer shall prepare bidding documents including plans, details, specifications and contract documents for the construction of approximately 3,500 feet of pipe to connect the Daniels Mountain ground storage tank to a new 1.5 mgd pump station. The pump station will pump water from the 1178 pressure plane to the 1245 pressure plane. The pump station will

TASK ORDER

have horizontal pumps and will be located in a block building near CR 255. The 1 MG elevated storage tank will be located on the site of the existing Hoover pump station which will be abandoned when this project is complete. Engineer shall provide bidding phase and construction phase services as described herein.

Tank Demolition Project – Engineer shall prepare bidding documents including plans, details, specifications and contract documents for the demolition of four steel water ground storage tanks. Two tanks are located at the Daniels Mountain site, and one each at the Irving site and the 1869 site. Engineer shall provide bidding phase and construction phase services as described herein.

The basic services consist of preliminary engineering, design, bidding and general services during construction. The basic services are described below in detail.

Preliminary Engineering Phase. This phase involves determination of project scope, economic and technical evaluation of feasible alternatives, and development of conceptual design and preliminary design. Services during this phase include:

- 1) Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the project.
- 2) Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographic surveys, geotechnical investigations and consultations, compilation of hydrological data, traffic studies, materials engineering, assembly of zoning, deed, and other restrictive land use information, and environmental assessments and impact statements.

The project budget includes the following special services:

- a) Topographic survey,
 - b) Paint testing for lead, and
 - c) Geotechnical field investigation and laboratory analysis.
- 3) Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the project, and participating in consultations with such authorities.
 - a) The project includes coordinating with TCEQ and submitting the required construction documents (plans and specifications) to the TCEQ Drinking Water Technical Section Plan Review Division for review and approval.
 - b) The project includes preparing a Water Pollution Abatement Plan (WPAP) for the elevated storage tank associated with the Parkside project.
 - c) The project includes an archaeological investigation and coordination with the Texas Historical Commission for the elevated storage tank associated with the Parkside project.
 - 4) Providing analyses of the Owner's needs, planning surveys, and comparative evaluations of prospective sites and solutions.
 - 5) Consulting with the Owner, reviewing preliminary reports, clarifying and defining the project requirements, reviewing available data, and discussing general scheduling. Coordinating with approving and regulatory governmental agencies and affected utilities.

TASK ORDER

- 6) Advising the Owner as to whether additional data or services are required, and assisting the Owner in obtaining such data and services.
- 7) Preparing conceptual design documents consisting of final design criteria, preliminary drawings, including conceptual layouts and equipment configuration, outline of specifications, and written descriptions of the project. A maximum of five copies will be provided to the Owner for review.
- 8) Preparing revised opinions of probable total project costs based on the conceptual design.
- 9) Preparing preliminary design documents, drawings and specifications.

Design Phase. The basic services for the final design phase includes:

- 1) Preparing construction drawings and specifications showing the character and extent of the project. Engineer will prepare 30% and 90% drawings for review and attend review meeting for each submittal to discuss client comments.
- 2) Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final drawings.
- 3) Furnishing the necessary engineering data required to apply for the WPAP. This is distinguished from and does not include detailed applications and supporting documents for government grant-in-aid or planning grants that would be furnished as additional services.
- 4) Preparing basic documents related to construction contracts for review and approval by the Owner (and the Owner's legal and other advisors). These may include contract agreement forms, general conditions and supplementary conditions, invitations to bid, instructions to bidders, insurance and bonding requirements, and preparation of other contract-related documents.
- 5) Furnishing to the Owner a maximum of five copies of drawings, specifications, and other contract documents.

Bidding Phase. Services under this phase include:

Each of the three projects will be bid as a separate project.

- 1) Assisting the Owner in obtaining bids for the prime construction contract, attending pre-bid conferences, and preparing and issuing bidding documents.
- 2) Issuing addenda as appropriate to interpret, clarify, or expand the bidding documents.
- 3) Assisting the Owner in determining the qualifications and acceptability of prospective constructors, subcontractors, and suppliers.
- 4). Providing assistance to the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

Construction Phase. Services under this phase involve consulting with and advising the Owner during construction and are limited to those services associated with performing as the Owner's representative. Such services comprise:

TASK ORDER

- 1) Preparing for and conducting a preconstruction conference and issuing a Notice to Proceed on behalf of the Owner.
- 2) Reviewing shop and erection drawings submitted by the constructors for compliance with design concepts. The budget includes 170 submittals each for Parkside and Hoover projects and 10 submittals for the Demolition project
- 3) Reviewing laboratory, shop, and mill test reports on materials and equipment.
- 4) Visiting the project site monthly as construction proceeds to observe and report on the progress and the quality of the executed work and as required by the progress of the work, not to exceed a total of ten (10) visits each for the Hoover and Parkside project.
- 5) Issuing necessary interpretations and clarifications of contract documents, preparing change orders requiring special inspections and testing of the work, and making recommendations as to the acceptability of the work.
- 6) Preparing sketches required to resolve problems due to actual field conditions encountered.
- 7) Determining amounts of progress payments due, based on degree of completion of the work, and recommending issuance of such payments by the Owner.
- 8) Preparing record drawings from information submitted by the Contractor. Contractor shall provide red-lines to Engineer at project completion.
- 9) Making a final inspection and reporting on completion of the project, including recommendations concerning final payments to constructors and release of retained percentage.

3. Owner's Responsibilities

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

- 1) Designate a person to act as Owner's representative with respect to the services to be performed or furnished by the Engineer. This representative will have authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services.
- 2) Provide all criteria and full information as to Owner's requirements for the project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which Owner will require to be included in the Project Drawings and Specifications.
- 3) Assist Engineer by placing all available information pertinent to the Project, including previous reports and any other data relative to the design or construction of the Project at the Engineer's disposal.
- 4) Furnish to Engineer, as requested for performance of basic services or as required by the Contract Documents, the following:
 - a) Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site;

TASK ORDER

- b) The services of an independent testing laboratory to perform all inspections, test and approvals of samples, materials and equipment;
 - c) Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
 - d) Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Task Order;
 - e) Examine all alternate solutions, studies, reports, sketches, proposals and other documents presented by Engineer;
 - f) Provide such accounting, bond and financial advisory, independent cost estimating and insurance counseling services and such legal services as Owner may require or Engineer may reasonably request with regard to legal issues pertaining to the Project;
 - g) Provide labor and safety equipment to open electrical/instrumentation cabinets, open and protect manholes and/or to operate valves and hydrants as required by the Engineer; and
 - h) Give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of Engineer's services, or any defect or nonconformance in Engineer's services in the work of any Contractor.
- 5) Provide construction inspection services for the projects.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
<u>Preliminary Engineering</u>	<u>September 1, 2020</u>
<u>Design</u>	<u>March 1, 2021</u>
<u>Bidding</u>	<u>May 15, 2021</u>
<u>Construction</u>	<u>June 1, 2022</u>

5. Payments to Engineer

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum or Not to Exceed Amount of Compensation for Services</i>

TASK ORDER

Parkside Water Supply

Preliminary Engineering Phase	Lump Sum	\$212,082
Design Phase	Lump Sum	\$310,031
Bidding Phase	Lump Sum	\$43,560
Construction Phase	Lump Sum	<u>\$316,827</u>
Total Basic Services	Lump Sum	\$882,500
Surveying	Lump Sum	\$86,000
Subsurface Utility	At Cost	\$121,000
Geotechnical	Lump Sum	\$12,400
Weld X-ray Testing	Lump Sum	\$12,000
WPAP	Lump Sum	\$6,500
Archaeological	Lump Sum	\$3,500
Total Special Services	Lump Sum	<u>\$241,400</u>
Total		\$1,123,900

Hoover Pump Station

Preliminary Engineering Phase	Lump Sum	\$229,659
Design Phase	Lump Sum	\$336,060
Bidding Phase	Lump Sum	\$45,369
Construction Phase	Lump Sum	<u>\$194,733</u>
Total Basic Services	Lump Sum	\$805,821
Surveying	Lump Sum	\$25,000
Geotechnical	Lump Sum	\$12,400
Weld X-ray Testing	Lump Sum	<u>\$12,000</u>
Total Special Services	Lump Sum	\$49,400
Total	Lump Sum	\$855,221

Tank Demolition

Design Phase	Lump Sum	\$37,832
Bidding Phase	Lump Sum	\$8,858
Construction Phase	Lump Sum	<u>\$13,264</u>
Total Basic Services	Lump Sum	\$59,654
Paint Testing	Lump Sum	<u>\$5,000</u>
Total Special Services	Lump Sum	\$5,000
Total	Lump Sum	\$64,954

TOTAL TASK ORDER

\$2,044,075

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

6. Consultants:

Surveying:	Inland Geodetics
Geotechnical:	Terracon
Underground Utilities:	T2 Utility Engineers

TASK ORDER

Weld X-ray:
Archaeology:
Paint Testing:

Dunham Engineering
aci consulting
Terracon

7. **Other Modifications to Agreement:**

Article 6.02 Ownerships of Documents. Insert Paragraph 6.02 B as follows:

“B. Notwithstanding any other provision of this Agreement to the contrary, Engineer shall retain its rights in its pre-existing standard drawing details, designs, specifications, databases, computer software, proprietary information, documents, templates, and any other property owned by Engineer on the date of this Agreement or developed outside of this Agreement.”

8. **Attachments:**

1295 Form

9. **Documents Incorporated By Reference:** The Agreement effective September 30, 2016.

TASK ORDER

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

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

OWNER:

ENGINEER:

By: _____

By: _____

Name: Dale Ross

Name: Allen Woelke, P.E.

Title: Mayor, City of Georgetown

Title: Vice President

Date: _____

Engineer License or Firm's
Certificate No. F-3043
State of: Texas
Date: _____

ATTEST:

APPROVED AS TO FORM:

Robyn Densmore, City Secretary

City Attorney

TASK ORDER

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Michael Hallmark

Title: Project Manager

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

E-Mail
Address: Michael.hallmark@georgetown.org

Phone: 512-930-3659

Fax: _____

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Allen Woelke

Title: Vice President

Address: 9430 Research Boulevard
Suite 1-200
Austin, TX 78759

E-Mail
Address: woelkead@cdmsmith.com

Phone: 512-346-1100

Fax: 512-345-1483

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Forwarded from Georgetown Utility Systems Advisory Board (GUS):

Consideration and possible action to approve **Task Order CDM-20-009** with **CDM Smith**, of Austin, Texas, for **professional services** related to the **South Lake Water Treatment Plant** and **1178 Transmission Main** in the amount of **\$7,201,000.00** -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:

This design is crucial for the fast moving growth in the western district. This Task Order will be for professional serves for Preliminary Engineering, Final Design, Bidding and Construction Services for the new South Lake Water Treatment Plant (SLWTP) and 1178 Transmission Main. The plant will have a treatment capacity of 22 million gallons per day (MGD) with capabilities for expanding to 44 MGD in the future. The 1178 Transmission Main will carry water from the SLWTP to the water distribution system in the 1178 pressure plane. The SLWTP and 1178 Transmission Main will be designed and packaged as two sets of construction documents. The work will be constructed in two separate construction contracts.

STAFF RECOMMENDATIONS:

Staff recommends approval of Task Order CDM-20-009 with CDM Smith, of Austin, Texas, for professional services related to the South Lake Water Treatment Plant and 1178 Transmission Main in the amount of \$7,201,000.00.

BOARD RECOMMENDATION:

This item was unanimously approved for recommendation to Council by the GUS Board at their meeting held on March 13, 2020.

FINANCIAL IMPACT:

Funds for this expenditure are budgeted in the current year water CIP Budget

SUBMITTED BY:

Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager

ATTACHMENTS:

CDM-20-009 Task Order

TASK ORDER

Task Order No. CDM-20-009-TO,
consisting of 21 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and CDM Smith, Inc. ("Engineer") for Professional Services – Task Order Edition, dated September 30, 2016, ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: South Lake WTP and 1178 Transmission Main

Description: Preliminary Engineering, Final Design, Bidding and Construction Services for the new South Lake Water Treatment Plant (SLWTP) and 1178 Transmission Main. The plant will have a treatment capacity of 22 million gallons per day (MGD) with capabilities for expanding to 44 MGD in the future. The 1178 Transmission Main will carry water from the SLWTP to the water distribution system in the 1178 pressure plane. The SLWTP and 1178 Transmission Main will be designed and packaged as two sets of construction documents. The work will be constructed in two separate construction contracts.

C. City of Georgetown Project Number: 2BN

D. City of Georgetown General Ledger Account No.: 660-9-0580-90-178

E. City of Georgetown Purchase Order No.: _____

F. Master Services Agreement, Contract Number: 2016-738-MSA

2. Services of Engineer

BACKGROUND

The project includes a new South Lake Water Treatment Plant (SLWTP) constructed on property currently owned by the City of Georgetown (OWNER) near Lake Georgetown. The plant will have a treatment capacity of 22 million gallons per day (MGD) with capabilities for expanding to 44 MGD in the future. The project will also include a 40,000 LF treated water pipeline to carry water from the SLWTP to the 1178 pressure plane of the City's water distribution system. The raw water supply facilities, including a raw water intake and pump station and 3,800 LF of raw water pipeline to carry water to the SLWTP, are being designed and constructed under separate contracts.

The SLWTP will have conventional processes consisting of rapid mix, flocculation, sedimentation and filtration located in one treatment structure; a treated water clearwell; a high service pump station; liquid chemical storage and feed facilities for alum, cationic polymer,

TASK ORDER

sodium hypochlorite, liquid ammonium sulfate (LAS), fluosilicic acid, and potentially caustic and potassium permanganate; washwater recovery facilities; gravity thickener; and a sludge dewatering building with belt filter press.

This scope of work includes engineering services associated with the preliminary and final design of the new South Lake Water Treatment Plant and the treated water pipeline described above. The scope of work also includes services during the bidding and construction phases of these facilities.

The SLWTP will be designed and packaged as one single set of construction documents. The associated treated water pipeline will be designed and packaged as a second separate set of construction documents. The work will be constructed in two separate construction contracts.

SCOPE OF SERVICES

ENGINEER shall provide for OWNER the following specific Services:

Phase 1 - Preliminary Engineering

Under Phase 1, ENGINEER will develop the treatment processes and associated plant facilities for the new South Lake WTP. A Preliminary Engineering Report with 30% complete drawings will be prepared documenting the new plant and providing a basis for final design. The following tasks will be performed as part of Phase 1.

1.0 General Tasks

Task 1.0.1 – Project Management. ENGINEER will provide general project management throughout the project to include oversight and coordination of all of ENGINEER's efforts executing the work internally and with OWNER. ENGINEER will monitor scope, schedule and budget and will prepare a project management plan. ENGINEER will provide a project status report to the OWNER with the monthly invoice.

Deliverables: Monthly invoices and status reports (electronic copies)

Task 1.0.2 – Project Meetings. Project progress meetings will be held during the course of the Preliminary Design Phase with the OWNER's staff to discuss aspects of the project presently underway, project schedule, and upcoming issues. These meetings will generally be about two to three hours in duration and are not intended to be formal presentations. The appropriate ENGINEER team members will attend the meetings to discuss pertinent issues. Two progress meetings are planned for this phase of the project.

Deliverables: Meeting agenda and meeting summaries (electronic copies)

Task 1.0.3 – Workshops. ENGINEER will conduct the following workshop during the Preliminary Design.

■ Workshop 1-01 – Process Control, Instrumentation, and SCADA Development. A 4-hour workshop will be conducted to cover the project I&C

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topics including: system architecture; control strategies; communications network and SCADA system; hardware, software and programming issues; standard equipment; security issues; system maintenance and staffing; procurement; integrating new system with existing system. The scope of work does not include an evaluation process for pre-selecting a process control system.

Deliverables: Workshop agenda and workshop summary (electronic copies)

Task 1.0.4 – Quality Assurance/Quality Control. ENGINEER will follow internal Quality Management procedures throughout the project related to checking and reviewing procedures. The Preliminary Engineering Report and 30% Drawings will be submitted to the ENGINEER Technical Review Committee (TRC) for review. The review will provide comments and suggestions concerning process viability and implementation, site planning, and project scheduling.

Deliverables: Review Comment Response Memorandum and tracking spreadsheet (electronic copies)

Task 1.0.5 – Review Meetings. A review meeting with OWNER's staff will be conducted for the PER and 30% Design documents. This meeting will be held approximately one to two weeks following submittal of the drawings to provide time for review. The review meeting will be approximately 4 hours. Following their review, OWNER's staff will provide written comments to ENGINEER. ENGINEER will provide written responses to these questions.

Deliverables: Review Comment Response Memorandum and tracking spreadsheet (electronic copies)

Task 1.0.6 – Surveying. ENGINEER will conduct a topographical survey for the water treatment plant site and the treated water pipeline route. Ten (10) primary survey control monuments will be established along the project route. Coordinate values will be reconciled with NAD 83 State Plane Coordinates, Central Zone 4203, US Survey feet and NAVD 88 for vertical control datums.

ENGINEER will also provide boundary survey for the water treatment plant site and up to 39 permanent easements with survey plats for the treated water pipeline route. It is assumed that temporary construction easements will be referenced as adjacent to and parallel with the permanent easements.

Deliverables: None

Task 1.0.7 – Geotechnical Engineering. ENGINEER will take soil borings and perform geotechnical work for the water treatment plant site and treated water pipeline. Thirty-two borings will be taken on the WTP site. Laboratory analyses will be prepared on the soil samples. A geotechnical report will be prepared to include the results of the analyses and geotechnical recommendations for the design of foundations for the proposed structures. Clearing of the site for access by drilling equipment is not included in the scope.

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Deliverables: Geotechnical Report (One hard copy and electronic copy in .pdf format)

Task 1.0.8 – Environmental and Archaeological Services. ENGINEER will perform environmental and archaeological services of the plant site and treated water pipeline route. The following assessments will be provided:

- Jurisdictional Waters Assessment
- Endangered Songbird Habitat Assessment
- Karst Feature Survey
- Spring Survey Report to comply with the City of Georgetown Water Quality Ordinance
- Archaeological Survey and THC Antiquities Code permit application
- Hazardous Materials Screen

Memorandum or reports will be prepared and submitted presenting the findings.

Deliverables: Environmental and Archaeological Report (one hard copy)

1.1 Evaluation Tasks

Several items will be evaluated during the Preliminary Design Phase to determine the best means for implementation into the Final Design. ENGINEER will review findings for these evaluations with OWNER's staff and, after agreement is reached, incorporate agreed upon changes within the Preliminary Design.

Task 1.1.1 – Electrical Power Assessment and Evaluation. A new electrical power delivery system will be required for the new South Lake Water Treatment Plant and raw water pump station to provide sufficient reliable power to these facilities. ENGINEER is conducting an evaluation of alternatives for power delivery to plant site under the separate raw water intake and pump station contract. ENGINEER will update this evaluation and further develop the electrical loads for the new plant facilities to confirm the initial and ultimate power requirements for the new plant.

ENGINEER shall update the memorandum provided under the raw water intake and pump station contract summarizing and documenting the selected alternative for power delivery.

Deliverables: Electrical Power Assessment Technical Memorandum Update (electronic copy)

Task 1.1.2 – Process Instrumentation and Control Plan Development. ENGINEER will develop a plan for the instrumentation and control systems for the new South Lake WTP and means for communication with the OWNER's existing SCADA system to allow for remote monitoring and control. OWNER, with ENGINEER's assistance, will determine and provide direction for the HMI to be used for the South Lake WTP. ENGINEER will prepare preliminary system architectural drawings for the proposed system and prepare a technical memorandum presenting the I&C system.

Deliverables: Process Instrumentation and Control System Technical Memorandum. (electronic copy)

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Task 1.1.3 – Plant Hydraulics. ENGINEER will perform hydraulic evaluations and analyses for the water treatment plant and high service pump station and treated water pipelines. Hydraulic profiles will be developed through the plant processes, both treatment and residuals handling facilities, so that the structures and piping are sized and elevations set properly for minimum, average, and maximum day plant flows.

In addition, system head curves will be developed for various operating conditions so that the new high service pumps can be sized for the desired flow rates. ENGINEER will evaluate the number of pumps and pump capacity to be used for the new high service pump station. Transient and surge analyses will be conducted for the high service pump station and treated water pipelines.

Deliverables: Summary Technical Memorandum for Hydraulics (including hydraulic profile drawings and high service pump station system curves) and Transient and surge analyses report (electronic copies)

Task 1.1.4 – Architectural Concept Evaluation. ENGINEER will discuss potential architectural ideas with OWNER staff and develop architectural concepts for the plant facilities. ENGINEER will develop and produce architectural elevations for submittal.

Deliverables: Architectural concept sketches and drawings, preliminary architectural elevations, preliminary landscape architecture drawing.

Task 1.1.5 – Permits / Code Review. ENGINEER/Architect will conduct a preliminary assessment of all project related code and permit requirements and develop a memorandum outlining the issues to be included during the design phase of the project.

Deliverables: Permits and Code Review Memorandum

1.2 Preliminary Design

Task 1.2.1 – Project Planning and Design Development. ENGINEER will select and develop the treatment process based on water quality and regulatory requirements. It is assumed that a conventional treatment process will be used for the South Lake Water Treatment Plant (SLWTP) based on understanding of water quality and treatability from the existing Georgetown Lake WTP and other area water treatment plants that obtain raw water from the same source. A review of available raw water quality will be conducted to determine if process modifications or chemical additions may be required to treat regulated constituents beyond standard treatment issues. A water quality report, including corrosivity analysis, will be prepared and submitted to TCEQ for approval. A disinfection scheme will be developed to enable the plant to meet CT requirements.

As part of the raw water intake and pump station project, a conceptual design of the new SLWTP is being developed, including preparation of a process flow diagram, water balance, preliminary design criteria for the plant processes, and civil site layouts for the new plant facilities. ENGINEER will update the conceptual design with any necessary changes prior to developing the Preliminary Engineering Report.

TASK ORDER

Deliverables: Raw Water Quality Report, CT Study, Updated Conceptual Design Memorandum

Task 1.2.2 - Preliminary Engineering Report and 30% Drawings. ENGINEER will prepare a Preliminary Engineering Report (PER) and 30% complete design drawings for the South Lake WTP project that will incorporate the work performed during Task 1.2.1 and items evaluated in Task 1.1. The PER will include all plant design criteria and the proposed list of major equipment, electrical load list. The 30% drawings will include site plan, yard piping plans, preliminary paving and grading plans, layouts of facilities, structures and buildings, process, mechanical and instrumentation diagrams (PMIDs), electrical one-line diagrams, I&C system architecture and preliminary plans for the transmission main. The PER will serve as the guide for developing the detailed final design.

Deliverables: Preliminary Engineering Report and 30% Drawings (five hard copies of report and ½ size drawings and electronic copies)

Task 1.2.3 – Preliminary Project Cost Estimates. ENGINEER will develop preliminary opinions of probable construction costs for the plant facilities and transmission main. A memorandum will be prepared documenting the cost estimating assumptions and cost summaries.

Deliverables: 30% Opinion of Probable Cost

Phase 2 - Final Design

ENGINEER will develop contract documents for bidding and construction of the South Lake WTP projects. The final design will be based on the work developed in Phase 1 – Preliminary Engineering.

2.0 General Tasks

Task 2.0.1 – Project Management. ENGINEER will perform project management duties through the Final Design Phase, including tracking budget and schedule, producing monthly status reports and invoicing.

Deliverables: Monthly invoices and project status reports (electronic copies)

Task 2.0.2 – Project Meetings. Project progress meetings will be held during the course of the Final Design Phase with the OWNER's staff to discuss aspects of the project presently underway, project schedule, and upcoming issues. These meetings will generally be about two to three hours in duration and are not intended to be formal presentations. The appropriate ENGINEER team members shall attend the meetings to discuss pertinent issues. Eight progress meetings are planned for this phase of the project.

Deliverables: Meeting agenda and summaries (electronic copies)

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Task 2.0.3 – Workshops. ENGINEER will conduct the following workshops during Phase 3.

- **Workshop No. 2-01 – Equipment Selection and Maintenance.** A ½-day workshop will be conducted with plant O&M staff to discuss issues related to proposed equipment and facility maintenance. The purpose of this workshop is to ensure that OWNER standards are maintained, while keeping the project bid competitive, and to minimize operational and maintenance requirements.
- **Workshop No. 2-02 – Electrical Facilities.** A ½-day workshop will be conducted with the OWNER's electrical group to ensure that OWNER's standards are being followed and to reach consensus on equipment manufacturers and materials used for the new facilities.

Deliverables: Workshop agenda and summaries (electronic copies)

Task 2.0.4 – Quality Assurance/Quality Control. The 60% complete plans and specifications will be submitted to the ENGINEER Technical Review Committee (TRC) for review. The review will include process and technical feasibility, constructability, discipline coordination, and plans and specification coordination. The 90% complete plans and specifications will be submitted to senior level staff for a “red-yellow-green” quality check to ensure coordination and constructability.

Deliverables: TRC Comment Response Memo and tracking spreadsheet (electronic copies)

Task 2.0.5 – Review Meetings. Review meetings with OWNER staff will be conducted for the 60% and 90% complete plans and specifications. These meetings will be held approximately two weeks following submittal of the documents to provide time for review. It is anticipated that review meetings, approximately 4 hours each, will be conducted at both the 60% and 90% completion. Following their review, OWNER staff will provide written comments to ENGINEER. ENGINEER will provide written responses to these questions.

Deliverables: Review Comment Response Memoranda and tracking spreadsheet (electronic copies)

2.1 Regulatory and Permitting Tasks

Task 2.1.1 – TCEQ Coordination. ENGINEER will review documents for compliance with TCEQ rules and regulations. ENGINEER will meet with the Texas Commission on Environmental Quality (TCEQ) in Austin to review specific critical design items for the South Lake WTP project to promote timely review and approval. ENGINEER will submit the PER and 100% complete plans and specifications to TCEQ for review. Upon receipt of plan review comments, ENGINEER will respond in writing and make necessary changes to the contract documents.

Deliverables: Letter response to TCEQ review comments. (electronic copy)

TASK ORDER

Task 2.1.2 – Texas Department of Licensing and Regulation (TDLR) Coordination.

ENGINEER will include necessary provisions within the South Lake WTP design to provide accessibility compliance per the TDLR. ENGINEER will obtain the services of a Registered Accessibility Specialist (RAS) and submit 100% plans and specifications to the RAS for review to obtain approval through TDLR. Upon receipt of comments, ENGINEER will make necessary changes in the contract documents to ensure accessibility compliance. RAS will also provide follow-up review following construction.

Deliverables: Copy of TDLR permit application (electronic copy)

Task 2.1.3 – Miscellaneous Permits. Based on the results of Task 1.1.5, ENGINEER will apply for any necessary permits required for construction of the South Lake WTP, including those required for County and State agencies.

Deliverables: Copy of permit applications (one hard copy and electronic copy)

Task 2.1.4 – Stormwater Pollution Prevention Plan (SWPPP). ENGINEER will prepare SWPPPs for the South Lake WTP and treated water pipeline to be used by the Contractors during construction of the two projects.

Deliverables: SWPPPs

Task 2.1.5 – Edwards Aquifer Permits. ENGINEER will prepare necessary water pollution abatement plan (WPAP) and above ground storage tank (AST) permits for TCEQ as related to the Edwards Aquifer.

Deliverables: WPAP and AST permits

2.2 South Lake Water Treatment Plant Design

The design services for the South Lake WTP include those tasks necessary to design a new 22-mgd water treatment plant and associated high service pump station on a greenfield site and one treated water pipeline.

The water treatment plant design will include the following items:

- Treatment structure (rapid mix, flocculation, and sedimentation basins and filters)
- Liquid chemical storage and feed facilities within a building
- Clearwell structure
- High Service Pump Station with high service pumps and backwash pumps
- Sludge gravity thickener
- Sludge Dewatering Building
- Washwater recovery basin and recycle pump station
- Administration Building
- Electrical Building
- Maintenance Building
- Treated water pipeline (40,000 LF) to 1178 Pressure Plane

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This project will also include: yard piping; plant roadways and sidewalks; site grading and drainage; landscaping; miscellaneous meter vaults and valve vaults; plant electrical; high voltage power supply system; plant I&C system; and HVAC and plumbing.

The treated water pipeline project will include the plan and profile sheets for the 40,000 LF of pipeline from the SLWTP to the 1178 Pressure Plane. The design will also include pipeline details and notes.

Task 2.2.1 – 60% Plans and Specifications. The plans and specifications for the South Lake WTP and treated water pipeline will be completed to a 60% level and submitted to OWNER for review and comment. ENGINEER will use General Conditions approved by the OWNER and modify as necessary in Supplementary Conditions to fit this project. Documents shall include General and Special Conditions, Bid Proposal Forms, Instructions to Bidders, and all other sections generally considered to be necessary for solicitation of bids. The 60% review documents for the SLWTP shall be defined and consist of the minimum level of completion by the following disciplines:

- General/Standard Sheets - 70%
- Process Mechanical - 70%
- Civil - 70%
- Structural - 60%
- Architectural – 60%
- HVAC and Plumbing – 50%
- Instrumentation & Control - 70%
- Electrical - 50%
- Specifications - 40%

Deliverables: Electronic copy and five hard copies of half-size plans and specifications (60% Complete)

Task 2.2.2 – 90% Plans and Specifications. The plans and specifications for the South Lake WTP and treated water pipeline will be completed to a 90% level and submitted to OWNER for review and comment. The 90% review documents for the SLWTP shall be defined and consist of the minimum level of completion by the following disciplines:

- General/Standard Sheets - 95%
- Mechanical - 95%
- Civil - 95%
- Structural - 90%
- Architectural – 90%
- HVAC and Plumbing – 90%
- Instrumentation & Control - 90%
- Electrical - 90%
- Specifications - 90%

Deliverables: Electronic copy and five hard copies of half-size plans and

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specifications (90% Complete)

Task 2.2.3 – Final Plans and Specifications. The plans and specifications for the South Lake WTP and the treated water pipeline will be finalized based on comments from OWNER and ENGINEER reviewers. ENGINEER will seal and sign the completed documents. ENGINEER will provide five sets of 100% sealed documents to OWNER for final review. These documents will also be submitted to TCEQ, TDLR, and other agencies for review/approval per Tasks 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5. ENGINEER shall update plans and specifications with any final comments prior to bidding.

Deliverables: Electronic copy and five sets of final documents

Task 2.2.4 – Cost Estimates. ENGINEER will prepare opinions of probable construction cost for the South Lake WTP and treated water pipeline construction projects based upon 60% complete documents and the 90% documents.

Deliverables: Opinions of Probable Construction Cost (60% and 90%)

Phase 3 - Bidding Phase

After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Design Phase documentation (including the most recent Opinion of Probable Construction Cost), and upon written authorization to proceed, ENGINEER shall perform bidding services as presented in the Phase 3 tasks below. The Bidding Phase is assumed to last for three months.

3.0 General Tasks

Task 3.01 – Project Management. ENGINEER will perform project management duties, similar to those in previous phases, throughout the Bidding Phase of the project.

Deliverables: Monthly invoices and status reports (electronic copies).

3.1 Bidding Tasks

Task 3.1.1 – Advertisement and Document Distribution. ENGINEER will prepare Advertisement for Bid for use by the OWNER in advertising the South Lake WTP and treated water pipeline projects. ENGINEER will reproduce and distribute contract documents to prospective bidders and vendors and maintain a log of distribution for the South Lake WTP project and the treated water pipeline projects. ENGINEER will provide 100 sets of half-size drawings and specifications for the South Lake WTP project and 20 sets of half-size drawings and specifications for the treated water pipeline project for distribution. In addition, ENGINEER will provide 20 sets of full-size drawings for both projects for distribution. Ten of these sets will be for Contractor use. ENGINEER will submit documents to plan rooms. ENGINEER will maintain a list of plan holders for distribution.

Deliverables: Advertisement for Bid, Plans and Specifications for Distribution, Plan Holders List.

TASK ORDER

Task 3.1.2 – Pre-Bid Conference. ENGINEER will attend the pre-bid conference for each of the two construction projects and answer, by written addenda, contractors' and suppliers' functional and technical questions during bidding phase.

Deliverables: Pre-bid meeting agenda and meeting minutes

Task 3.1.3 – Clarifications and Addenda. ENGINEER will provide clarifications and answer questions from prospective bidders and vendors during the bidding phase for each of the two construction projects. If necessary, such clarifications will be included in addenda.

Deliverables: Addenda

Task 3.1.4 – Bid Openings and Evaluation. ENGINEER will attend bid openings, review bids, and assist with recommendations of contract award for the two construction projects.

Deliverables: Bid tabulations and recommendations of award

Task 3.1.5 – Conformed Documents. ENGINEER will prepare conformed documents for the two construction projects, incorporating addenda items into the plans and specifications, and provide 20 sets of ½ size plans and specifications and 10 sets of full-size plans for use by OWNER staff and Contractor during construction.

Deliverables: Conformed documents

Task 3.16 – Contract Documents. ENGINEER shall prepare eight sets of contract documents for each of the construction contracts, with appropriate bonds, insurance, contracts, and other forms, for contracts between the OWNER and Contractor.

Deliverables: Construction contract documents

Phase 4 – Construction Services

Under Phase 4 of the project, ENGINEER will provide general services during the construction of the South Lake WTP and the treated water pipeline projects. The construction phase is assumed to last for 36 months.

4.0 General Tasks

Task 4.0.1 – Project Management. ENGINEER will perform project management duties, similar to those in previous phases, throughout the Construction Phase of the project.

Deliverables: Monthly invoices and status reports (electronic copies).

Task 4.0.2 – Monthly Construction Meetings. ENGINEER will attend monthly construction progress meetings with OWNER, and Contractor for the South Lake WTP and treated water pipeline projects. ENGINEER will provide, on average, one person per meeting over a 36-month construction period for the South Lake WTP and 12-month construction period for the

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treated water pipeline project. It is assumed that these meetings will last four hours, including pre and post meetings at the site.

Deliverables: Meeting agenda and summaries (electronic copies)

Task 4.0.3 – Site Visits. ENGINEER will make periodic visits to the project site to observe the progress and quality of various aspects of the construction contractors' work for the project. ENGINEER will participate in substantial completion and final completion inspections.

Deliverables: None

4.1 Submittal Review Tasks

Task 4.1.1 – Submittal Log. ENGINEER will log-in, track, and distribute submittals to the various disciplines and subconsultants.

Deliverables: None

Task 4.1.2 – Shop Drawings. ENGINEER will perform technical and functional review of all shop drawings and other submittals. The engineering fee is based on estimates of 500 shop drawings being submitted for the South Lake WTP project and 50 shop drawings for the treated water pipeline project.

Deliverables: Shop drawing review comments (electronic copies)

Task 4.1.3 – RFIs. ENGINEER will respond to all RFIs submitted by the contractor and subcontractors. The engineering fee is based on estimates of 100 RFIs being submitted for the South Lake WTP project and 20 RFIs for the treated water pipeline project.

Deliverables: RFI responses (electronic copies)

Task 4.1.4 – Change Order Requests. ENGINEER will review and comment on all Change Order requests and initiate Change Order requests when appropriate. It is estimated that 30 Change Order Requests will be submitted for the South Lake WTP project and 10 Change Order Requests for the treated water pipeline project.

Deliverables: Change request documents (electronic copies)

4.2 Testing Tasks

Task 4.2.1 – Instrumentation and Control Testing. ENGINEER will provide instrumentation and control system coordination and testing during construction of the South Lake WTP project. Testing will include 3 days for Witness Factory Tests, 3 days for Functional Demonstration Tests, and 5 days for I&C assistance during construction.

Deliverables: Documentation memoranda for approved tests (electronic copies)

TASK ORDER

Phase 5 – Start-up and Operations Services

Under Phase 5 of the project, ENGINEER will assist the OWNER in the start-up of the new South Lake Water Treatment Plant and provide record documentation. These services will be provided during the last three months of construction.

5.0 General Tasks

Task 5.0.1 – Project Management. ENGINEER will perform project management duties, similar to those in previous phases, throughout the Start-up and Operations Phase of the project.

Deliverables: Monthly invoices and project status reports.

Task 5.0.2 – Plant Start-Up. ENGINEER will provide up to 160 hours of assistance during plant start-up to ensure the plant is operating as designed.

Deliverables: None

Task 5.0.3 – Plant Staff Consultation. ENGINEER will consult with the OWNER's plant and engineering staff on a monthly basis, for a period not to exceed 12 months, to review outstanding issues, problems with plant and related matters, and advise on possible solutions and actions to be undertaken by the OWNER.

Deliverables: None

5.1 Records and Documentation

Task 5.1.1 – Record Drawings. ENGINEER will prepare Record Drawings for the two construction projects based on Contractor's red-line markups of the conformed field plans. The Record Drawings will be produced with AutoCad. The Record Drawings will be delivered to the OWNER in electronic and hard copy format.

Deliverables: Electronic and five hard copies of Record Drawings

Phase 6 – Resident Project Representative (RPR) Services

Under Phase 6 of the project, ENGINEER will provide full-time RPR services during construction of the South Lake Water Treatment Plant. RPR services have been planned for the 36-month construction period. RPR services for the treated water pipeline project will not be performed as part of this project. The responsibilities of the RPR are presented below:

RPR Responsibilities:

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as

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preconstruction conferences, progress meetings, job conferences and other project-related meetings.

3. *Liaison:*

- a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. *Review of Work, Rejection of Defective Work, Inspections and Tests:*

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that test, equipment and systems start-ups are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER .

7. *Records:*

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.

TASK ORDER

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
8. *Reports:*
- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Report immediately to ENGINEER and OWNER the occurrence of any accident.
9. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

The RPR has limitations to his authority on the project. These are listed below:

Limitation of Authority by RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement of the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspection conducted by

TASK ORDER

others except as specifically authorized by ENGINEER.

9. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.

3. **Owner's Responsibilities**

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

1. Designate a person to act as OWNER's representative with respect to the services to be performed or furnished by the ENGINEER. This representative will have authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services.
2. Provide all criteria and full information as to OWNER's requirements for the project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Project Drawings and Specifications.
3. Assist ENGINEER by placing all available information pertinent to the Project, including previous reports and any other data relative to the design or construction of the Project at the ENGINEER's disposal.
4. Furnish to ENGINEER, as requested for performance of basic services or as required by the Contract Documents, the following:
 - a) Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site;
 - b) The services of an independent testing laboratory to perform all inspections, test and approvals of samples, materials and equipment;
 - c) Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
 - d) Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Task Order;
 - e) Examine all alternate solutions, studies, reports, sketches, proposals and other documents presented by ENGINEER;
 - f) Provide such accounting, bond and financial advisory, independent cost estimating and insurance counseling services and such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project;

TASK ORDER

- g) Provide labor and safety equipment to open electrical/instrumentation cabinets, open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER; and
- h) Give prompt notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services in the work of any Contractor.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
Preliminary Engineering	180 days following Notice to Proceed
Final Design	245 days following Completion of Preliminary
Bidding	90 days following Completion of Final Design
Construction	To be Concurrent with the Construction Schedule

5. Payments to Engineer

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum or Not to Exceed Amount of Compensation for Services</i>
<u>BASIC SERVICES</u>		
Preliminary Engineering	(Lump Sum)	\$ 865,000
Water Treatment Plant		
Final Design		\$ 2,685,000
Bidding		\$ 161,000
Construction Services		\$ 1,219,000
Operations and Start-up Services		\$ 129,000
Total Basic Services	(Lump Sum)	\$ 4,194,000
1178 Transmission Main		
Final Design		\$ 354,000
Bidding		\$ 39,000
Construction Services		\$ 119,000
Operations and Start-up Services		\$ 11,000
Total Basic Services	(Lump Sum)	\$ 523,000
<u>SPECIAL SERVICES</u>		
Surveying		\$ 375,000
Geotechnical		\$ 40,000

TASK ORDER

Environmental and Archaeological Services	\$ 34,800
Total Special Services (Time and Materials)	\$ 535,000

Resident Project Representative (Billing Rate)	\$ 1,084,000
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TOTAL CONTRACT VALUE	\$ 7,201,000
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B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants:**

Terracon (Geotechnical)
Inland Geodetics (Surveying)
aci Consulting (Environmental)

7. **Other Modifications to Agreement:**

A. Article 6.02 Ownerships of Documents. Insert Paragraph 6.02 B as follows:

“B. Notwithstanding any other provision of this Agreement to the contrary, Engineer shall retain its rights in its pre-existing standard drawing details, designs, specifications, databases, computer software, proprietary information, documents, templates, and any other property owned by Engineer on the date of this Agreement or developed outside of this Agreement.”

8. **Attachments:**

Billing Rate Schedule for Resident Project Representative Services

9. **Documents Incorporated By Reference:** The Agreement effective September 30, 2016.

TASK ORDER

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

The Effective Date of this Task Order is _____, 2020.

OWNER:

ENGINEER:

By: _____

By: _____

Name: Dale Ross

Name: Allen Woelke, P.E.

Title: Mayor

Title: Vice President

Date: _____

Engineer License or Firm's
Certificate No. F-3043
State of: Texas
Date: _____

APPROVED AS TO FORM:

City Attorney

TASK ORDER

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Michael Hallmark

Title: CIP Manager

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

E-Mail
Address: Michael.hallmark@georgetown.org

Phone: 512-930-3569

Fax: _____

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Allen Woelke

Title: Vice President

Address: 9430 Research Boulevard
Suite 1-200
Austin, TX 78759

E-Mail
Address: woelkead@cdmsmith.com

Phone: 512-346-1100

Fax: 512-345-1483

TASK ORDER

NORTH LAKE WATER TREATMENT PLANT EXPANSION
RESIDENT PROJECT REPRESENTATIVE SERVICES
BILLING RATE SCHEDULE

<u>Category</u>	<u>Billing Rate</u>
Resident Project Representative	\$ 135/hr
RPR Supervisor	\$ 200/hr
Contract Admin	\$ 100/hr
Other RPR Expenses	At Cost

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Second Reading of an Ordinance of the City Council of the City of Georgetown, Texas **amending Chapter 14.20** of the Code of Ordinances relating to the **term** and **cash considerations** of the **Pedernales Electric Cooperative, Inc. franchise**; repealing conflicting ordinances and resolutions; including a severability clause; and declaring an effective date -- Bridget Hinze Weber, Assistant to the City Manager

ITEM SUMMARY:

In December 2008, the City granted PEC a franchise to operate within the City's rights-of-way and other public places, but said franchise expired in December 2018.

As a show of good faith, the City has allowed PEC to continue to operate within the City's rights-of-way while the parties negotiate a renewal of the franchise.

In 2008, PEC agreed to pay the City an amount equal to two percent (2%) of the gross receipts for the preceding year received by PEC for electric utility services within the corporate limits of the City, but if PEC at any time paid a higher percentage of its gross receipts as a fee to any other governmental entity, PEC was obligated to pay that same percentage to the City.

PEC has paid four and a half percent (4.5%) of its gross receipts as a fee to at least two other governmental entities since at least December 2012.

The City is willing to extend the PEC franchise through September 2020 as the parties negotiate a renewal of the agreement, so long as PEC immediately commences paying a franchise fee equal to four and a half percent (4.5%) of its gross receipts.

As the negotiations continue, it is necessary to amend Chapter 14.20 of the Code of Ordinances (PECs franchise).

This Ordinance was approved on First Reading at the February 11, 2020 City Council Meeting.

FINANCIAL IMPACT:

It is expected that the increase in the franchise payment will result in an additional \$160,000 or more in revenue based on FY2018 franchise payments.

SUBMITTED BY:

Shirley Rinn, on behalf of Bridget Hinze Weber

ATTACHMENTS:

PEC Franchise Exhibit A

PEC Franchise Amendment Ordinance

PEC Franchise Presentation

Exhibit A

CHAPTER 14.20 - PEDERNALES ELECTRIC COOPERATIVE, INC.

Sec. 14.20.010. - Term.

This agreement and franchise shall be in force and effect ~~for a period of ten years from and after its effective date~~ through September 30, 2020.

All rights and duties are herein granted and acknowledged for such term and subject to the provisions of this Chapter.

Sec. 14.20.020. - Placement of plant.

The poles, wire, anchors, cables, manholes, conduits, facilities, guys, and other equipment and appurtenances used in or incident to the providing of electric utility services by PEC in the City may remain as now constructed, subject to such changes as under the limitations and conditions herein prescribed may be considered necessary by the City in the exercise of its lawful powers. PEC shall have the right to place, remove, construct and reconstruct, extend, and maintain its facilities and appurtenances for the purposes for which it is or may be from time to time required along, across, on, over, through, above and under all the public streets, avenues, alleys, rights-of-way and public grounds and places within those portions of the City in which it is granted authorization to provide electric utility service under applicable laws and regulations of the State of Texas and subject to the approval of the City of Georgetown's Assistant City Manager for Utility Operations in the exercise of the City's police powers as set forth herein. The City shall not require PEC to place below ground any line, wire, conduit, or other equipment or facility which has been or is hereafter installed or constructed above ground in accordance with the terms of this Chapter. In exchange for the use of the public rights-of-way and subject to the limitations of safety and sound engineering, PEC agrees to allow other public utilities to use its poles and other facilities in accordance with PEC's pole contact agreement, provided that a reasonable rental shall be paid to PEC for such use. The inability of such public utilities to agree upon rentals for such facilities shall not be an excuse for failure to comply with the direction of the City Council to provide other utilities such access.

Sec. 14.20.030. - Location of poles.

All poles placed shall be of sound material and reasonably straight and shall be so set as to not interfere with the flow of water in any gutter or drain and so that same will interfere as little as practicable with the ordinary travel on the street or sidewalk and with ingress and egress to and from all property. The location and route of all poles, stubs, guys, anchors, conduits, and cables placed and constructed in the City shall be subject to applicable City ordinance and the regulation, control, and direction of the Assistant City Manager for Utility Operations or the appropriate City official to whom such duties have been delegated. PEC shall give advance notice to the Assistant City Manager for Utility Operations of its intention to place poles, stubs, guys and anchors and shall include in such notification the location of all such installations.

PEC is not authorized to license or lease to any person or entity the right to occupy or use the City's rights-of-way for any reason, except that PEC shall have the right, without the consent of the City, to allow other entities that have franchise with the City to use PEC's poles, conduits, and other facilities, on such terms as PEC may choose. PEC shall at its sole expense, at the request of the City, by or through its City Council or City Manager remove or change the location of any of its poles, wire, conduits, cables or any other of its appurtenances for the purpose of permitting full and free ingress and egress to and from properties, or for any other lawful purpose. However, the City shall remit to PEC any amounts paid to it by any third party to compensate the City or PEC for the costs of any such removal or relocation.

Sec. 14.20.040. - City property to be restored to good condition.

The surface of any street, alley, highway, or public place disturbed by PEC shall be restored within a reasonable time after the completion of the work, to as good condition as before the commencement of the work to the satisfaction of the Assistant City Manager for Utility Operations or of the appropriate City official to whom such duties have been delegated. No street, alley, highway or public place shall be encumbered by PEC for a longer period than reasonably necessary to execute the work.

Sec. 14.20.050. - Public safety and convenience.

All appurtenances and appliances used or useful in enabling PEC to maintain its electric utility services shall be placed and maintained with utmost consideration for the public safety and convenience, and any hazards created by storms, accidents, or other causes will be removed without undue delay.

Sec. 14.20.060. - Outside plant accommodations.

PEC, on request of any person, shall remove or raise or lower its wires temporarily to permit the moving of houses or other bulky structures. The expense of such temporary removal, raising or lowering of wires or other appurtenances shall be paid by the benefited party or parties, and PEC may require such payment in advance. PEC may require not more than 72 hours advance notice to arrange for such temporary changes.

Sec. 14.20.070. - Tree trimming.

PEC shall have the right, license, privilege and permission to trim trees and bushes upon and overhanging the rights-of-way in accordance with standards promulgated by the City so as to prevent the branches thereof from coming into contact with the wires or cables of PEC. Subject to the limitations of safety and sound engineering, any tree trimming shall be in a manner that does not destroy the aesthetics and health of the trees, and so that the trees are not destroyed.

Sec. 14.20.080. - Indemnification.

PEC agrees to and shall indemnify and hold harmless City, its officers, agents 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 attorney's 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 PEC under this contract. Such indemnity shall only apply where the claims losses, damages, causes of action, suits or liability arises in whole or in part from the negligence of PEC. PEC shall have the right to control the defense and settlement of any such claim.

PEC assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes and discharges City, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of person (whether they be third persons, contractors, or employees of either of the parties hereto) and any loss of or damage to property (whether the same be that either of the parties hereto or of third parties) caused by, arising out of, or in connection with PEC's work to be performed hereunder whether or not said claims, demands and causes of action in whole or in part are covered by insurance. City, by this agreement does not give consent to litigation of any such claim, demand, or causes of action.

Sec. 14.20.090. - Cash considerations.

~~From and after the effective date of this Chapter,~~ PEC shall pay to the City for its supervision of their agreement, and for the use of its streets, alleys, sidewalks, rights-of-way, and other public places during the term of this agreement ~~a~~ an amount equal to four and a half percent (4.5%) of the gross receipts for the preceding year received by PEC for electric utility services within the corporate limits of the City as it now exists or as it may be later changed by annexation or deannexation ordinance. Provided, that if PEC at any time pays a higher percentage of its gross receipts as a fee to any other governmental entity under a franchise agreement, then PEC shall be obligated to pay that same percentage to the City under this franchise agreement. This amount shall constitute compensation to the City for the expense incurred and for services rendered by the City in exercising its police power of regulation and supervision over the construction and location of PEC's poles, wires, conduits, equipment and other facilities in the streets, alleys, rights-of-way and public grounds of the City and shall be due and payable in quarterly installments on January 31, April 30, July 31 and October 31 of each year for the preceding calendar quarter or any part thereof. PEC shall furnish annually by March 31st of each year a verified statement under oath of all the gross receipts of the PEC from the rendition of electric utility service within the corporate limits of the City for the prior calendar year. This statement shall be addressed to:

City of Georgetown
Chief Financial Officer
113 East 8th Street
Georgetown, TX 78626

Sec. 14.20.100. - Right to verify accounts.

The City shall have the right at all reasonable times acting through its City Manager or designated officer, attorney, representative, or agent to inspect, review, audit and examine all the books, records and invoices of PEC. The City may require reports on the operations of the utility in whatever form and with whatever information the City Council or the Council's designee prescribes. PEC shall supply requested information within 30 days.

Sec. 14.20.110. - Additional regulation.

Pursuant to the City of Georgetown's City Charter, the City may: a) impose reasonable regulations to ensure safe, efficient and continuous service to the public; and b) require such expansion, extension, enlargement and improvements of plants and facilities as are necessary to provide adequate service to the public; and c) require PEC to furnish to the City, without cost to the City, full information regarding the location, character, size, length, and terminals of all facilities of PEC in, over and under the streets, alleys, and other public property of the City, and to regulate and control the location, relocation, and removal of such facilities; and d) to collect from PEC for operations in the City such proportion of the expense of excavating, grading, paving, repaving, constructing, reconstructing, draining, repairing, maintenance, lighting, sweeping, and sprinkling the streets, alleys, bridges, culverts, viaducts, and other public places of the City as represents the increased cost of such operations resulting from the occupancy of such public places by PEC, and such proportion of the costs of such operations as results from damage to or disturbance of such public places caused by PEC; or to compel PEC to perform at its own expense, such operations as above listed which are made necessary by the occupancy of such public places by such utility or by damage to or disturbance of such public places caused by such public utility; and e) to require the keeping of accounts in such form as will accurately

reflect the value of the property of each franchise holder which is used and useful in rendering its service to the public and the expenses, receipts and profits of all kinds of PEC.

Sec. 14.20.120. - No exclusive privileges conferred.

Nothing herein contained shall be construed as giving to PEC any exclusive privilege or franchise.

Sec. 14.20.130. - City approval of transfer.

PEC shall have the right to transfer this agreement. The written approval by the City Council shall be secured by PEC before it may transfer or assign this agreement, or any of the rights or privileges included within it. Any successor or assignee of PEC shall be bound by all the duties, obligations, and conditions of the agreement. Such transfer or assignment will be considered only upon the filing with the City Secretary of an instrument duly executed by the assignee agreeing to be bound. The City shall not unreasonably withhold approval of a transfer; provided however, the proposed assignee must show financial responsibility and must agree to comply with all provision of this agreement.

Sec. 14.20.140. - Right to terminate for breach of contract.

Violation of or failure or refusal on the part of PEC to perform, or in good faith begin and continue performance of any of the terms and provisions hereof after 30 days written notice from the City of such claim, failure or violation shall, at the election of the City be treated as a breach of the terms of this Chapter and agreement, and failure on the part of PEC due to its negligence or refusal to well and truly perform or attempt in good faith to perform any of its duties hereunder shall be treated as a breach of this agreement, Chapter and franchise and this Chapter, agreement and franchise shall, thereupon, at the election of the City, terminate and become inoperative.

Sec. 14.20.150. - Partial invalidity and repeal provisions.

All ordinances and agreements and parts of ordinances and agreements in conflict herewith are hereby repealed only to the extent of the conflict herewith.

Sec. 14.20.160. - Acceptance.

PEC shall have 30 days from and after the final passage and approval of this Chapter to file its written acceptance thereof with the City Secretary, and upon such acceptance being filed, this Chapter shall be considered as taking effect and being in force and effect as soon as allowed after final passage pursuant to the City's Charter, but no sooner than 30 days from the passage and approval and shall effectuate and make binding upon the parties thereto, their successors and assigns, the agreement provided by the terms hereof. Failure to file such acceptance within 30 days from final approval of the Ordinance shall invalidate the Ordinance in its entirety.

Sec. 14.20.170. - Performance.

This contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Williamson County, Texas.

Sec. 14.20.180. - Limitations of agreement.

Nothing in this agreement is intended to waive any legal right held by or granted to the City in the regulation of franchises within the City. The rights and powers of the City under or with respect to this franchise shall be limited insofar as they conflict with any obligation imposed on, or right conferred upon, PEC under the Public Utility Regulatory Act of Texas, the Federal Power Act, or similar state or federal law applicable to the utility industry. This Agreement is intended to grant PEC a nonexclusive right to construct, generate, and maintain lines, equipment, and facilities to provide electric service only.

Ordinance No. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING CHAPTER 14.20 OF THE CODE OF ORDINANCES RELATING TO THE TERM AND CASH CONSIDERATIONS OF THE PEDERNALES ELECTRIC COOPERATIVE, INC. FRANCHISE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown, Texas (the “City”) is a home-rule municipality incorporated under Article XI of the Texas Constitution; and

WHEREAS, pursuant to Section 1.04 of the Home Rule Charter (the “Charter”) of the City, 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 in, upon, over, and under all public property of the City”; and

WHEREAS, the Charter provides for the inalienability of all public streets, highways, sidewalks, alleys, parks, public squares, and public places of the City and prohibits the renewal or amendment of any franchise affecting said places except as provided in the Charter; and

WHEREAS, the Charter grants the City Council the power by ordinance to amend and extend all franchises of public utilities operating within the City of Georgetown; and

WHEREAS, Section 14.008 of the Texas Utilities Code states that the Public Utilities Regulatory Act “does not restrict the rights and powers of a municipality to grant or refuse a franchise to use the streets and alleys in the municipality or to make a statutory charge for that use”; and

WHEREAS, Pedernales Electric Cooperative, Inc. (“PEC”) is an electric utility organized under Chapter 161 of the Texas Utilities Code, with a Certificate of Convenience and Necessity (a “CCN”) to serve portions of Georgetown; and

WHEREAS, in December 2008, the City granted PEC a franchise to operate within the City’s rights-of-way and other public places, but said franchise expired in December 2018; and

WHEREAS, since such time the City and PEC have continued to negotiate a renewal of the franchise; and

WHEREAS, in 2008 PEC agreed to pay the City an amount equal to two percent (2%) of the gross receipts for the preceding year received by PEC for electric utility services within the

corporate limits of the City, but if PEC at any time paid a higher percentage of its gross receipts as a fee to any governmental entity under a franchise agreement, PEC was obligated to pay that same percentage to the City; and

WHEREAS, PEC is currently paying four and a half percent (4.5%) of its gross receipts as a fee to other governmental entities; and

WHEREAS, the City is willing to extend the PEC franchise through September 2020 as the parties negotiate a renewal of the agreement, so long as PEC pays a franchise fee equal to four and a half percent (4.5%) of its gross receipts as soon as possible as provided herein; and

WHEREAS, the City Council finds it necessary to amend Chapter 14.20 of the Code of Ordinances as set out herein to extend the term of the franchise and increase the cash considerations due and payable thereunder.

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 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 3. Chapter 14.20 of the Code of Ordinances is amended as shown on **Exhibit A**.

Section 4. All ordinances or resolutions that are in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect; however, nothing in this agreement is intended to waive any legal right held by or granted to the City in the regulation of franchises within the City and no waiver or relinquishment shall be deemed to have been made by the City unless such waiver or relinquishment is in writing and signed by the City.

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. PEC shall give notice of the higher franchise fee to its members by March 31, 2020. Beginning on May 1, 2020, PEC shall begin accruing for payment to the City the franchise fee as provided in **Exhibit A**. Without waiving Section 14.20.160 of the current franchise, PEC shall file its written acceptance of the amendments set forth in **Exhibit A** with the City Secretary by April 24, 2020, and upon such acceptance being filed, this ordinance shall be considered as taking effect and being in force and effect as soon as allowed after final passage pursuant to the City's

Charter. Failure to file such acceptance by April 24, 2020 shall invalidate the ordinance in its entirety.

PASSED AND APPROVED on First Reading on the 11th day of February, 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:

Charlie McNabb, City Attorney

PEC FRANCHISE AMENDMENT



HISTORY

- First Reading to Council: February 11, 2020
- In December 2008, the City granted PEC a franchise to operate within the City's rights-of-way and other public places.
- Franchise expired in December 2018.

HISTORY

- The City has allowed PEC to continue to operate within the City's rights-of-way while the parties negotiate a renewal of the franchise.
- In 2008, PEC agreed to pay the City an amount equal to two percent (2%) of the gross receipts
- If PEC at any time paid a higher percentage of its gross receipts as a fee to any other governmental entity, PEC was obligated to pay that same percentage to the City.
 - PEC has paid four and a half percent (4.5%) of its gross receipts as a fee to at least two other governmental entities since at least December 2012

NEXT STEPS

Consider extending the PEC franchise through September 2020 as the parties negotiate a renewal of the agreement, so long as PEC immediately commences paying a franchise fee equal to four and a half percent (4.5%) of its gross receipts.

CAPTION

Second Reading of an Ordinance of the City Council of the City of Georgetown, Texas amending Chapter 14.20 of the Code of Ordinances relating to the term and cash considerations of the Pedernales Electric Cooperative, Inc. franchise; repealing conflicting ordinances and resolutions; including a severability clause; and declaring an effective date

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Second Reading of an Ordinance **adopting Chapter 8.40** of the Code of Ordinances relating to establishing **minimum standards of care for youth recreation programs** -- Kimberly Garrett, Parks and Recreation Director

ITEM SUMMARY:

Chapter 42 of the Texas Human Resource Code is established to regulate certain facilities, homes, and agencies that provide child care services. The purpose of the standards of care established in this chapter is to protect children who participate in City of Georgetown after-school and summer recreation programs. The Department of Family and Protective Services (DFPS) is the agency tasked with enforcement of this law.

Subchapter C. Sec 42.041, (b), (14) exempts:

“Elementary-age (ages 5-13) recreation programs operated by a municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility.”

This ordinance establishes the standards of care requirements set forth by Chapter 42 of the Texas Human Resource Code after a public hearing. The standards are intended to be minimum standards by which the Georgetown Parks and Recreation Department will operate its youth recreation programs. These programs are recreation in nature and are not child care programs.

The Georgetown Parks and Recreation Department previously developed similar department minimum standards for recreation programs. Therefore, the minimum standards set forth in Exhibit A will create no additional staffing or financial burden to the City. Additionally, it will not impact the effected recreation program fees.

This ordinance was first adopted in 2015. It expires one year after its effective date and must be submitted to City Council for re-adoption no later than April 1st of each year.

There have been no changes to the minimum standards of care since the last adoption in 2019.

BOARD RECOMMENDATION

The Parks and Recreation Advisory Board reviewed this item at their February 13, 2020 meeting and unanimously recommended approval.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Kimberly Garrett, Parks and Recreation Director and Robert Gaylor, Recreation Superintendent

ATTACHMENTS:

1st Reading

Exhibit A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GEORGETOWN, TEXAS, ADOPTING CHAPTER 8.40 OF THE CODE OF ORDINANCES RELATING TO ESTABLISHING MINIMUM STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS; PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City's Parks and Recreation Department has determined that certain minimum standards of care are necessary to health, safety, and welfare of individuals participating in youth recreation programs; and

WHEREAS, the State of Texas Human Resources Code Chapter 42 exempts certain after-school and summer recreation programs from state licensing requirements as identified in Subsection 42.041(14) stating “an elementary-age (ages 5-13) recreation program operated by a municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility;” and

WHEREAS, the City Council, at a meeting on _____, held a public hearing prior to adopting Chapter 8.40 of the Code of Ordinances regarding Standards of Care for Youth Recreation Programs; and

WHEREAS, the City Council of the City of Georgetown finds it to be in the best interest of the citizens of Georgetown to adopt Chapter 8.40 of the Code of Ordinances regarding Standards of Care for Youth Recreation Programs.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF GEORGETOWN, 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.

SECTION 2. It is hereby determined upon the basis of requirements set forth in the Texas Human Resource Code, the City of Georgetown shall be exempt from Texas Child Care Services regulations.

SECTION 3. Chapter 8.40 of the Code of Ordinance of the City of Georgetown is hereby amended in its entirety and shall provide as shown in Exhibit "A."

SECTION 4. All ordinances and parts of ordinances that are 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 in accordance with the provisions of state law and the City Charter of the City of Georgetown.

PASSED AND APPROVED on FIRST READING on this _____ day of _____, 2020.

PASSED AND APPROVED on SECOND READING on this _____ day of _____, 2020.

ATTEST:

CITY OF GEORGETOWN, TEXAS

Robyn Densmore, City Secretary

By: _____
Dale Ross, Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

Exhibit A

*Code of Ordinances
Adopting Chapter 8.40*

Sec. 8.40. - Standards of Care for Youth Recreation Programs.

Sec. 8.40.010. - Definitions.

- A. "Camp Program Staff" means a person responsible for the direct care or supervision of participants, including volunteers and contractors. The term excludes a person whose primary duties include administration, clerical support, or facility maintenance.
- B. "Department" means the Parks and Recreation Department.
- C. "Director" means the director of the Parks and Recreation Department.
- D. "Designee" means a person appointed by the director to act on the director's behalf.
- E. "Facility" means a building or improvement operated or used by the department in conducting a recreational program.
- F. "Participant" means a child age 5 to 13 years old that is enrolled in a recreational program and is under the supervision of department staff.
- G. "Recreational Program or Program" means a fee-based children's program or activity offered and supervised by the department that requires a participant to enroll or register to participate.
- H. "Staff" means a person who is employed by the department to work in a recreational program.
- I. "Parent" means legal guardian of a participant.

Sec. 8.40.020. - Purpose.

The purpose of the standards of care established in this chapter is to protect children who participate in City of Georgetown after-school and summer recreation programs. The standards of care set forth in this chapter are intended to be the minimum standards by which the Georgetown Parks and Recreation Department will operate its youth recreation programs which are recreational in nature and not designated as child care programs.

Sec. 8.40.030. - Participant and Camp Program Staff Ratios.

- A. Camp programs shall have no greater than a 10/1 ratio of participant to camp program staff for children 0-4 years of age.

- B. Camp programs shall have no greater than a 15/1 ratio of participant to camp program staff for children 5-9 years of age.
- C. Camp programs shall have no greater than a 17/1 ratio of participants to camp program staff for children 10-13 years of age.
- D. Each participant should have a program employee who is responsible for him or her and who is aware of details of the participant's habits, interests, and any special problems as identified by the participant's parents during the registration process.

Sec. 8.40.040. - Minimum Camp Program Staff Qualifications.

- A. Camp program staff must be at least 16 years of age.
- B. At least 50% of camp program staff must possess certification from a nationally recognized body in
 - 1. First Aid; and
 - 2. Community CPR or equivalent
- C. Camp program staff must complete a camp program staff orientation including but not limited to:
 - 1. An overview of the City of Georgetown's Standards of Care; and
 - 2. Policies including discipline, guidance, and the release of participants; and
 - 3. An overview of symptoms of child abuse, neglect, and sexual abuse and the responsibility of reporting these; and
 - 4. The procedures to follow in handling emergencies including but are not limited to: fire, explosion, tornado, toxic fumes, volatile persons, and severe injury or illness of a child or adult; and
 - 5. The use and locations of fire extinguishers and first aid equipment.

Sec. 8.40.050. - Employment Restrictions

- A. Criminal background checks will be conducted on prospective camp program staff. The following convictions, including deferred adjudication and pretrial diversions, regardless of when the conviction occurred will render applicants ineligible for participation with Georgetown Parks and Recreation Camp Programs:
 - 1. Any drug distribution activity, including misdemeanor or felony
 - 2. Rape
 - 3. Aggravated Assault
 - 4. Child Abuse or Molestation
 - 5. Murder
 - 6. Kidnapping
 - 7. Or any other felony or crime involving moral turpitude, which involves acts of physical violence
- B. The following convictions within 10 years from the date of application for employment will render applicants ineligible for participation with Georgetown Parks and Recreation Camp Programs:

1. Any drug related activity, including misdemeanor or felony
2. Assault
3. Any other felony or crime involving moral turpitude which does not involve acts of physical violence

Sec. 8.40.060. - Minimum Building Standards.

- A. The facility and equipment used do not present any known fire, health, or safety hazards and are kept free of accumulations of objectionable debris.
- B. The facility shall be subject to an annual safety inspection.
- C. The facility shall reasonably be kept free of insects, rodents, and stray animals.
- D. Facility buildings shall maintain clearly marked emergency exits.
- E. A disaster and evacuation procedure shall be posted at the facility.
- F. First-aid kits and infection control kits shall be available at the facility and taken to other locations at which the participants are engaged in program activities.
- G. First-aid guidelines shall be on file and available at the facility.
- H. The facility shall have a sufficient number of restrooms maintained in good repair and equipped for independent use by children and designed to permit staff supervision as needed.

Sec. 8.40.070. - Minimum Health and Safety Standards.

- A. A participant who is ill or injured shall be supervised until the participant is released to a parent or other authorized person.
- B. A participant whose illness or medical condition requires a degree of supervision by staff that would compromise the health or safety of the other participants shall be kept separate from the other participants until the participant is removed from the facility.
- C. A participant whose illness or medical condition prevents the participant from comfortably participating in program activities or places other participants at risk may not be admitted or readmitted to the facility for the duration of the illness or condition.
- D. A staff member may not administer medication to a participant without a written parental medication authorization. Staff may not knowingly administer medication that is not in its original container or that is past the expiration date on the container.
- E. A staff member may not administer an amount of medication that is inconsistent with the prescribed dosage and parental direction. A staff member shall return the unused medication to the parent on the last program day.

F. Medication should be kept in a secured location that is not accessible by participants.

G. A staff member shall maintain a medication and first aid log.

Sec. 8.40.080. - Mechanisms for Monitoring and Enforcing Standards.

The director or designee shall monitor the camp programs for performance. Compliance with these standards will be a factor in rating the performance of the youth program.

Sec. 8.40.090. - Review.

This Chapter will expire one year after its effective date.

Sec. 8.40.100. - Recommendation for Amendment or Re-Adoption.

No later than April 1 of each year the director or designee shall recommend to the City Council adoption of the local standards of care.

City of Georgetown, Texas
City Council Regular Meeting
March 24, 2020

SUBJECT:

Second Reading of an Ordinance of the City Council of the City of Georgetown, Texas, **amending Section 10.12.090** of the Code of Ordinances of the City of Georgetown, related to **speed limits** on City streets, **adding a 40 Mile Per Hour Zone to DB Wood Road and Wolf Ranch Parkway; adding a 55 Mile Per Hour Zone on Southwest Bypass Road; adding a 50 Mile Per Hour Zone on Southwest Bypass Road** from RM 2243 southeasterly to the southbound Frontage Road of IH-35 -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:

This Ordinance will set appropriate speed zones for segments of the recently opened sections of roadway: Southwest Bypass from DB Wood Road to Leander Road as follows: DB Wood Road, from State Highway 29 to Wolf Ranch Parkway; Wolf Ranch Parkway, from DB Wood Road to Southwest Bypass; Southwest Bypass, from Wolf Ranch Parkway to Leander Road; and Southwest Bypass from RM 2243 southeasterly to the southbound Frontage Road of IH-35.

Speeds will be set as follows:

40 Miles Per Hour - DB Wood Road and Wolf Ranch Parkway, from State Highway 29, southwesterly to Southwest Bypass Road.

55 Miles Per Hour - Southwest Bypass Road from Wolf Ranch Parkway to RM 2243

50 Miles Per Hour - Southwest Bypass Road from RM 2243, southeasterly to the Southbound Frontage Road of IH-35.

FINANCIAL IMPACT:

NONE

SUBMITTED BY:

Wesley Wright, P.E., Director of Systems Engineering

ATTACHMENTS:

ORDINANCE - First Reading

SW Bypass - Speed Zone Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 10.12.090 THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN, RELATED TO SPEED LIMITS ON CITY STREETS, ADDING A 40 MILE PER HOUR ZONE TO DB WOOD ROAD AND WOLF RANCH PARKWAY; ADDING A 55 MILE PER HOUR ZONE ON SOUTHWEST BYPASS ROAD; ADDING A 50 MILE PER HOUR ZONE ON SOUTHWEST BYPASS FROM RM 2243 SOUTHEASTERLY TO THE SOUTHBOUND FRONTAGE ROAD OF IH35; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown finds it in the best interest of the community to periodically review and update speed zones within the city limits; and,

WHEREAS, the City Council of the City of Georgetown finds it is in the best interest of the citizens of the City of Georgetown to update speed zones set out herein within the city limits of the City of Georgetown.

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

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

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

Section 3. Section 10.12.090(E) of the Code of Ordinances of the City of Georgetown is hereby amended to read as follows:

E. 40 Mile Per Hour Zones:

1. Approach to Airport Road—Lakeway Drive: Beginning at a point 600 feet west of the intersection of Airport Road and Lakeway Drive and continuing east to the west curbline of Airport Road, a prima facie maximum speed limit of 40 miles per hour.

2. Airport Road (South of Lakeway): Beginning at the intersection of the West Frontage Road of IH-35 and continuing north on Airport Road to a point 600 feet south of the intersection of Lakeway Drive and Airport Road, a prima facie maximum speed limit of 40 miles per hour.
3. Airport Road (North of Lakeway): Beginning at a point 600 feet north of the intersection of Lakeway Drive and Airport Road and continuing north on Airport Road to the northwest City Limit, a prima facie maximum speed limit of 40 miles per hour.
4. College Street (Back Park Road): Beginning at a point two-tenths of a mile north of the north curblane of 2nd Street and College and continuing northeast along College to a point two-tenths of a mile southwest of a lateral line extended from the west curblane of the San Gabriel Park Low Water Crossing, a prima facie maximum speed limit of 40 miles per hour.
5. Rivery Boulevard: Beginning at the south curblane of Country Club Road and continuing south/east to its intersection with the southbound (west) frontage road of IH-35.
6. Northwest Boulevard: Beginning at a point 200 feet south of the southern/eastern edge of the pavement of Serenada Drive to a point 140 feet north/west of the north/west curblane of Hedgewood Drive.
7. DB Wood Road: Beginning at State Highway 29 to Wolf Ranch Parkway.
8. Wolf Ranch Parkway: Beginning at DB Wood Road to Southwest Bypass.

Section 4. Section 10.12.090(I) of the Code of Ordinances of the City of Georgetown is hereby amended to read as follows:

I. 55 Mile Per Hour Zones:

1. D.B. Wood Road (northbound and southbound): From a point 1.5 miles south of FM 2338/Williams Drive to a point 0.75 miles north of SH 29 West.
2. Georgetown Inner Loop Southeast (eastbound and westbound): From SH 29 East to Business 35/Austin Avenue.
3. Southwest Bypass Road: From Wolf Ranch Parkway to RM 2243.

Section 5. Section 10.12.090 of the Code of Ordinances of the City of Georgetown, Texas is hereby amended to add subsection (J) as shown below:

J. 50 Mile Per Hour Zones

1. Southwest Bypass: From RM 2243 to the Southbound Frontage Road of IH35

Section 6. 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 7. That all ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 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.

ATTEST:

THE CITY OF GEORGETOWN












Robyn Densmore, City Secretary

By: _____
Dale Ross, Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

LEGEND

ROW	
DRAINAGE EASEMENT	
ENTERPRISE EASEMENT	
UTILITY EASEMENT	
MAJOR CONTOURS	
MINOR CONTOURS	
PROTECTION FENCE	
QUARRY LIMITS	
TCS ROW	
TCS CROSSING	
ROADWAY	



I-35 SBFR

RM 2243