

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

The Georgetown City Council will meet on April 28, 2020 at 6:00 PM at Video Conference

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 IS A REVISED AGENDA

The link for the April 28th Council Workshop Meeting is: <https://tinyurl.com/ycyw166f>

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

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

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

If you are viewing or listening to the meeting from a personal device, such as a computer or laptop, know there is a 20 to 40 second delay from the live meeting.

Please be prepared to speak before the item presentation has ended. If you are viewing or listening to the meeting from a personal device, such as a computer or laptop, make sure you turn the volume all the way down on that device before taking the call. Use of profanity, threatening language, slanderous remarks or threats of harm are not allowed and will result in you being immediately removed from the meeting.

When answering the call please wait for Mayor Ross to say your name before providing your comment. Upon completion of your comments your

phone call will be disconnected from the meeting. You will still be connected via your personal device which will allow you to continue watching.

Regular Session

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

A Call to Order

Invocation

Pledge of Allegiance

Comments from the Mayor

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, April 14, 2020 -- Robyn Densmore, City Secretary
- C Consideration and possible action to approve a **Consulting Services Contract** with **NewGen Strategies and Solutions** pursuant to **HGAC contract # HP10-17** to conduct a **study related to a water rate study and model deliverable** -- Glenn Dishong, Utility Director
- D Consideration and possible action to approve the **Antenna and Equipment Space Lease** between **US DOT FAA** and City of Georgetown and to authorize the Mayor to execute the same -- Joseph A. Carney, C.M., and Ray Miller, Director Public Works
- E Consideration and possible action to **reduce or waive lease payments** from the **Red Poppy Coffee Company** while the public **library** is **closed** to the public due to the **COVID 19 pandemic** -- Eric Lashley, Library Director
- F Consideration and possible action to approve a **grant award** from the **National Endowment for the Arts** to the **Georgetown Arts and Culture Board** for **\$10,000.00** in **funding towards** the Arts and Culture Board and **Field of Honor Arts Partnership** -- Amanda Still, Arts and Culture Coordinator and Eric P. Lashley, Library Director
- G Consideration and possible action to approve a **grant award** from the **Texas Commission on the Arts** to the **Georgetown Arts and Culture Board** for **\$4,000.00** in **funding towards** the Arts and Culture Board and **Field of Honor Arts Partnership** -- Amanda Still, Arts and Culture Coordinator and Eric P. Lashley, Library Director
- H Consideration and possible action to approve a Resolution **abandoning portions** of a **Temporary Access and Drainage easement servicing the Jennings Branch Water Storage Tank** (Sun City 2); and, authorizing the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager
- I Consideration and possible action to approve the purchase of **fire and rescue equipment** from **Metro Fire Apparatus Specialist** using the **Buy Board Contract #603-20** at a total cost not to exceed **\$150,000.00** for the **fiscal year 2019-2020** -- John Sullivan, Fire Chief

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

Legislative Regular Agenda

- Q Consideration and possible action to approve a Resolution **extending the Disaster Declaration signed March 19, 2020** and **consenting** to its **continuation until terminated** -- Jackson Daly, Community Services Director
- R **Public Hearing** and **First Reading** of an Ordinance for a **Zoning Map Amendment** to amend the **New Westinghouse Investors Tract** Planned Unit Development District (**PUD**), to **revise the conceptual land plan** for approximately **26.62 acres** out of the **Barney Low Survey Abstract No. 385**, generally located **south of Westinghouse** and **west of May Street** and **north** of the **southern city limit boundary** -- Sofia Nelson, CNU-A, Planning Director
- S **Public Hearing** and **First Reading** for a **UDC Text Amendment** to **amend Sections 3.08.100, 3.09.030 and 3.17.030**, and **Chapter 16** of the **Unified Development Code (UDC)**, to require a **letter of service ability** for any **electric utility provider** prior to **final approval** of subdivision related **development applications** and to establish a definition for a letter of service ability -- Sofia Nelson, CNU-A, Planning Director
- T **First Reading** of an Ordinance authorizing City Of Georgetown, **Texas Utility System Revenue Bond, Series 2020**; Pledging Certain Revenues in Support of the Bond; Awarding the Sale of the Bond; And Authorizing Other Matters Related to the Issuance of the Bond -- Leigh Wallace, Finance Director
- U **First Reading** of an Ordinance authorizing the Issuance of City of Georgetown, Texas **Combination Tax and Revenue Certificate Of Obligation, Series 2020**; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificate; Awarding the Sale of the Certificate; And Authorizing Other Matters Related to the Issuance of the Certificate -- Leigh Wallace, Finance Director
- V **First Reading** of an Ordinance authorizing the Issuance of City of Georgetown, Texas **General Obligation Bond, Series 2020**; Levying an Ad Valorem Tax in Support of the Bond; Awarding the Sale of the Bond; and Authorizing Other Matters Related to the Issuance of the Bond -- Leigh Wallace, Finance Director

- W **First Reading** of an Ordinance **amending Chapter 13.04** related to **electric rates; amending section 13.04.018** related to **net metering service; adding section 13.04.050** related to **new electric vehicle fast charger service; and amending section 13.04.084** related to **energy efficiency and conservation fee** -- Daniel Bethapudi, General Manager of the Electric Utility; and Leticia Zavala, Director of Customer Care
- X Consideration and possible action to approve an **inter-local contract** between the **City of Leander** and the **City of Georgetown** for **water treatment services** for the period from **June 2020 through June 2027** with **estimated costs** for the **current fiscal year of \$875,718.00** -- Glenn W. Dishong, Director Water Utilities; and Chelsea Solomon, Control Center Manager
- Y Consideration and possible action to approve a **System Water Availability Agreement** between the Brazos River Authority (**BRA**) and the City of Georgetown for **raw water resources** within the **Colorado River Basin** in the amount of **1200 acre feet per year** for the period from **July 1, 2020 through August 31, 2030** with estimated costs for the **current fiscal year of \$217,500.00** -- Glenn W. Dishong, Director Water Utilities; and Chelsea Solomon, Control Center Manager
- Z **Second Reading** of an Ordinance **amending certain chapters** of **Title 15 “Buildings and Construction”** of the Code of Ordinances and providing for the **adoption** of the **2015 International Codes** and **corresponding local amendments** -- Glen Holcomb, Chief Building Official
- AA **Second Reading** of an Ordinance **amending Section 15.16 “Electric Code”** of the Code of Ordinances providing for the **adoption** of the of the **2017 National Electric Code** and **corresponding local amendments** -- Glen Holcomb, Chief Building Official
- AB **Second Reading** of an Ordinance **amending Chapter 8.04 “Fire Prevention Code”** of the Code of Ordinances providing for the **adoption** of the **2015 International Fire Code** and **corresponding local amendments** -- John Sullivan, Fire Chief
- AC **Public Hearing and Second Reading** of an Ordinance of the City Council of the City of Georgetown, Texas Approving the **“Second Amendment to the Development Agreement Concerning the Oaks at San Gabriel Subdivision,”** a Subdivision In Williamson County, Texas Consisting of Approximately 397.768 Acres Generally Situated North of SH 29 and East of the Cimarron Hills Subdivision; Repealing Conflicting Ordinances and Resolutions; Including a Severability Clause; and Establishing an Effective Date -- Wayne Reed, Assistant City Manager
- AD Consideration and possible action to approve a Resolution approving the **“Second Amendment to the Consent Agreement”** between the City, **West Williamson County Municipal Utility District #1**, and **Oaks at San Gabriel, L.L.C**, concerning the Oaks at San Gabriel Subdivision - - Wayne Reed, Assistant City Manager
- AE Consideration and possible action to approve the **“First Amendment to Water Service Agreement (Oaks at San Gabriel)”** between the City and **Oaks at San Gabriel, L.L.C**, concerning the **provision of water service** to the Oaks at San Gabriel Subdivision -- Wayne Reed, Assistant City Manager
- AF Consideration and possible action to approve the **“Amended and Restated Offsite Utility Construction and Cost Reimbursement Agreement Concerning the Oaks at San Gabriel Subdivision”** between the City, **West Williamson County Municipal Utility District No. 1**, and **Oaks at San Gabriel, L.L.C**, concerning the **provision of wastewater service** to the Oaks at San Gabriel Subdivision -- Wayne Reed, Assistant City Manager

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.

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

Executive Session

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

AH **Sec. 551.071: Consultation with Attorney**

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

- Litigation Update

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchase Power Update

Sec. 551.072: Deliberations about Real Property

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

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

Sec. 551.087: Deliberations Regarding Economic Development Negotiations

- Project Ice Skates

Sec. 551.074: Personnel Matters

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

- City Manager

- City Attorney

Adjournment

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
April 28, 2020

SUBJECT:

Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on Tuesday, April 14, 2020 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Robyn Densmore, City Secretary

ATTACHMENTS:

CC Reg Minutes 04.14.2020

CC Workshop Minutes 04.14.2020

**Notice of a Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, April 14, 2020**

The Georgetown City Council will meet on Tuesday, April 14, 2020 at 6:00 PM at the Council Chambers at 510 West 9th St., Georgetown, Texas.

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

Mayor Ross called the meeting to order at 6:02 p.m. The following Council Members were in attendance: Mayor Dale Ross; Valerie Nicholson, Council Member District 2; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; Kevin Pitts, Council Member District 5; and Rachael Jonrowe, Council Member District 6; and Tommy Gonzalez, Council Member District. All present Council Members attended via videoconferencing and a roll call was performed. Mary Calixtro, Council Member District 1 was absent and not on the call.

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

Charlie Turner with River Rock Bible Church led the Invocation.

Pledge of Allegiance

David Morgan led both pledges.

Comments from the Mayor

Mayor Ross noted the unprecedented times the City is facing, and good efforts done by citizens. He then thanked the first responders and leadership at Police and Fire departments.

City Council Regional Board Reports

No news to report.

Announcements

None.

Action from Executive Session

Motion by Nicholson to authorize the acquisition of right of way and a drainage easement from Kid's Kottage, Inc., on the terms discussed in Executive Session, across Parcel 1, Old Airport Road Project; and, to authorize the Mayor to execute all necessary documents, second by Pitts.

No discussion.

Roll Call Vote

District 1 – Absent

District 2 – Yes

District 3 – Yes

District 4 – Yes

District 5 – Yes

District 6 – Yes

District 7 – Yes

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 March 24, 2020 -- Robyn Densmore, City Secretary
- C. Consideration and possible action to approve a **Memorandum of Understanding** between Georgetown Police Department and **Southwestern University Police Department** -- Wayne Nero, Chief of Police
- D. Consideration and possible action to approve the purchase of **fire and rescue equipment** from **Metro Fire Apparatus Specialist** using the **Buy Board Contract #524-17** at a total cost not to exceed **\$150,000.00** for the **fiscal year 2019-2020** -- John Sullivan, Fire Chief
- E. Consideration and possible action to approve the purchase of **firefighting equipment** and **personal protective clothing** from **CASCO Industries** using the **Buy Board Contract #524-17** at a total cost not to exceed **\$380,704.00** for the **fiscal year 2019-2020** -- John Sullivan, Fire Chief

- F. Consideration and possible action to approve the purchase of **uniforms** from **GALLS INC.** using the **Buy Board Contract #587-19** at a total cost not to exceed **\$125,000.00** for the **fiscal year 2019-2020** -- John Sullivan, Fire Chief
- G. Consideration and possible action to approve the purchase for **Equipment and Maintenance of Self-Contained Breathing Apparatus (SCBAs)** from **Municipal Emergency Services (MES)** using the **Buy Board Contract # 524-17** at a total cost not to exceed **\$67,000.00** for the **fiscal year 2019-2020** -- John Sullivan, Fire Chief
- H. Consideration and possible action to authorize the **expenditure of funds** in the amount of **\$155,400.00** for the **amended agreement** between the City of Georgetown and **Dr. Ryan Ramsey** as **Medical Director** for the Fire/Medical Department -- John Sullivan, Fire Chief
- I. Consideration and possible action to approve an **amendment and renewal #1 of professional services agreement 19-0057** with **Front Line Mobile Health** of Georgetown, Texas, for the **provision of Comprehensive Medical and Fitness Evaluations for Fire Services Personnel** - John Sullivan, Fire Chief
- J. Consideration and possible action to approve **ratifying an emergency purchase** with **BH Concepts** for the purchase of **FDA approved N95 masks**, in the amount of **\$55,000.00** and **exempting this purchase** from **competitive requirements** as per **Texas Local Government Code General Exemptions 252.022. (2)** -- John Sullivan, Fire Chief
- K. Consideration and possible action to agree to an **amended Closing Date** for the **conveyance of approximately 600 square feet** of land out of the Nicholas Porter Survey to **WAAPF Properties, LLC** to a date on or before **August 31, 2020** -- Travis Baird, Real Estate Services Manager
- L. Consideration and possible action to **vacate and release** portions of a **10' wide public utility easement** across multiple lots in Blocks J, O, and I, Gatlin Crossing Phase Three; and, to authorize the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager
- M. Consideration and possible action to approve a Resolution granting a **license to encroach** to **Lennar Homes of Texas Land and Construction, LTD** for the **installation of a canopy and supporting structure** in the **right-of-way of Gabriels Bluff Drive**, located west of Georgetown Inner Loop and north of University Avenue; and to authorize the Director of Planning to execute that license -- Odalis C. Suarez, Real Estate Services Coordinator
- N. Consideration and possible action to approve a Resolution authorizing the City Manager to **temporarily overfill promoted Police and/or Fire ranks** due to an event delaying examinations and/or over hire entry level positions due to change in employee status -- Tadd Phillips, HR Director and John Sullivan, Fire Chief

- O. Consideration and possible action to approve a **contract** with **Andale Construction, Inc.** of Wichita, Kansas for **2020 Street Maintenance High Performance Pavement Seal Bid Package #2 (HA5)** in the amount of **\$463,194.60** -- Wesley Wright, P.E., Systems Engineering Director and Michael Hallmark, CIP Manager
- P. Consideration and possible action to approve the **submission** of the **application** to **Williamson County** to request **2020 Community Development Block Grant (CDBG) funding** -- Susan Watkins, Housing Coordinator
- Q. **Forwarded from Georgetown Transportation Advisory Board (GTAB):**
Consideration and possible action to approve a **Land Lease** with **Kaveh Khorzad** for the **hangar plat** at **502 Wright Brothers Drive** on the Georgetown Municipal Airport with an annual lease of **\$3,807.12** -- Joseph A. Carney, C.M., Airport Manager and Ray Miller, Director of Public Works

Items D, E, and G were pulled to placed on a future agenda.

Motion by Gonzalez to approve the Consent Agenda as presented with the removal of items D, E, and G, second by Nicholson.

Roll Call Vote

District 1 – Absent

District 2 – Yes

District 3 – Yes

District 4 – Yes

District 5 – Yes

District 6 – Yes

District 7 – Yes

Approved 6-0 (Calixtro absent).

Legislative Regular Agenda

- R. Consideration and possible action to approve **waiving various fees** for **residents** and **businesses** through the **end of May 2020** in response to the **COVID19** pandemic -- David Morgan, City Manager

Morgan presented and reviewed the proposed fee waivers for relief which are: temporary sign application fees (Building Inspections Dept.); security systems false alarm fees (Police Dept.); Go Geo fares and paratransit fees (Public Works and CARTS); and Utilities (water and electric) late fees. He added that the reason for waiving these fees was to support small

businesses, reducing interaction and risk of exposure from cash exchange, and offering some relief to those negatively impacted by COVID-19. Morgan noted that these are the same fees that were presented in Workshop.

Morgan read the caption.

Motion by Gonzalez to waive temporary sign permit fees for events that are longer than 5 days, security system false alarm fees, GoGeo fares for transit and paratransit and late fees for utility billing through May 31, 2020, second by Jonrowe.

Roll Call Vote

District 1 – Absent

District 2 – Yes

District 3 – Yes

District 4 – Yes

District 5 – Yes

District 6 – Yes

District 7 – Yes

Approve 6-0 (Calixtro absent).

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

Reed presented the item and noted why Council is being asked to amend the Development Agreement to address: adding 91 single-family lots (increase from 853 to 944); adding an Exhibit showing updated Preliminary Lot Layout; adding architectural and masonry standards (incorporate); clarifying Landscape Lots and Pond Lots are included in the definition of “Open Space”; and removing reference to PID Improvements (the Property is now within the boundaries of a MUD, not a PID). He then reviewed the Oaks at San Gabriel Overall Development Plan, Proposed Lan Plan, street connectivity, and MUD policy. Reed noted the next steps which include at the April 28th Council meeting: Second Reading of the Oaks at San Gabriel Second Amendment to the Development Agreement; Second Amendment to the Consent Agreement; Second Amendment to Water Service Agreement; and Amended and Restated Offsite Utility Construction and Cost Reimbursement Agreement.

Reed read the caption.

Mayor Ross opened public hearing at 6:26 p.m.

Densmore read comments submitted by James and Karen Pacek which are:

Mr. Reed these are our comments regarding notification of the request to add an additional 91 homes sites to the Oaks of San Gabriel. I had reached out to you by phone and email but had not received a response so I am putting our comments in writing.

As residents and homeowners of property within the Cimarron Hills community that adjoins the Oaks of San Gabriel to our immediate east, *we are opposed to this proposal* for the following reasons:

- Cimarron has the ambience of a small town. Most residents are familiar to each other and generally recognize community neighbors. Since the recent opening of a new entrance connecting Cimarron Hills and Oaks at San Gabriel communities, we have seen a significant uptick of non-Cimarron residents in our community using the facilities Cimarron residents pay to upkeep. This uptick has greatly increased the anxiety of our residents concerning their safety and security.
- Oaks at San Gabriel residents have been discovered walking on our golf course cart paths which Cimarron residents are forbidden to use due to liability issues.
- We have discovered golfers who are not members of our private club who “walk on” to the private golf course for a few holes in early evening, usually at the 15th hole which is located just 100 yards or so from the new road connecting our communities.
- One resident of the Oaks at San Gabriel brazenly cut the wire perimeter fence owned by our community to access our walking path with his dog. Oaks at San Gabriel residents have their own walking paths but he deemed ours as his too. Our community property manager repaired the fence at the expense of Cimarron property owners.
- State and County leaders have done little to mitigate the traffic nightmare that Hwy 29 has become. Adding to the congested, construction-heavy load on 29 is irresponsible to the safety of existing residents along that road, including those residents of Oaks at San Gabriel and Cimarron. Oaks at San Gabriel residents do not have a traffic light to safely enter Hwy 29 encouraging some to drive through Cimarron’s narrow streets at high speeds to access 29 at our entry road which does have a light.

We vigorously oppose this measure unless and until Oaks of San Gabriel developers, along with Wilco and Georgetown leaders take active measures to mitigate adjoining community residents from using our facilities and help inhibit extraneous traffic flow through our community.

Densmore read comments submitted by Sandra Perry Sigman and Timothy L. Sargent which are:

We, as residents and homeowners in the Cimarron Hills Subdivision, **take exception to this proposal**. Our development has a private Golf Course and walking trails for a much smaller community than the Oaks of San Gabriel. Much of our community does not have

sidewalks. With the new street recently cut through between Cimarron Hills and the Oaks of San Gabriel, we have observed a much larger number of walkers and bicyclists who are not residents using the Cimarron Hills streets and private trails. Recently it was reported that a homeowner in the Oaks of San Gabriel subdivision installed a gate in his backyard and nearby there is a large hole in the fence dividing the two subdivisions. The fence will be repaired at a cost to Cimarron Hills residents. Walkers are absolutely not permitted on the golf course and there have been more individuals walking on the golf course cart paths which is a significant safety issue. The bathrooms on the Golf Course are for the use of the Golf members only. The doors have been left unlocked during the Corona Virus Pandemic which has encouraged non residents to use the bathrooms. We also anticipate that individuals will want to use the swimming pool at Cimarron because it is generally not over crowded. The pool is for the use of Cimarron Hills residents only.

Owners in Cimarron pay significant monthly fees to provide maintenance of all common areas. We want to use our facilities and not be required to *police* even more use of the facilities that are for Cimarron Hill residents only. Ninety-one more homes in the Oaks of San Gabriel subdivision will only add to the influx of people who desire to use the common areas, trails, pool and streets in our subdivision.

Bill Kelberlau, Cedar Hollow resident, addressed the Council regarding: the legal establishment of MUD 1/MUD 23; Cedar Hollow deed restrictions; housing density; and not enough fire coverage on Hwy 29. He added that he would like to see the legal documents establishing this MUD.

Rebecca Bales, nearby resident, addressed the Council regarding: the additional 91 homes and related density; street connectivity and increased traffic; and opposition to the expansion.

Derek Pampe, project applicant, addressed the Council regarding: history of the project; slight change with addition of lots; still maintaining open space; and contribution to amenities with added lots.

Mayor Ross closed the Public Hearing at 6:40 p.m.

Motion by Nicholson, second by Fought.

Nicholson asked about the points made by residents related to the need for an additional signal. Reed responded that there is not presently a traffic signal, but staff is working with TxDot to design and construct one there. Nicholson asked if the signal was part of the agreement. Reed responded no but can address before second reading. Nicholson asked if the TxDot work is already in progress, it shouldn't be an issue to include in the agreement before the second reading.

Ross asked if there will be an opportunity to make changes. Reed responded yes, between now and the April 28th Council meeting.

Roll Call Vote
District 1 – Absent
District 2 – Yes
District 3 – Yes
District 4 – Yes
District 5 – Yes
District 6 – Yes
District 7 – Yes

Approved 6-0 (Calixtro absent).

- T. **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

Baird presented the item and provided Council background information. He noted that an existing wastewater lift station is operated by the City of Georgetown in San Gabriel Park along Lower Park Road and multiple major lines are serviced by this lift station, which then feeds the San Gabriel Treatment Plant. Baird stated that the increased wastewater needs are north and west of the North Fork of the San Gabriel will exceed the capacity of the existing lift station and no park amenities in the area proposed to be utilized. He reviewed a map of the area and explained the alternative noting that the existing lift station is an intercept point for a significant drainage basin and failure to expand the existing lift station would require realignment of wastewater lines and a significant investment of new infrastructure.

Baird read the caption.

Mayor Ross opened and closed the Public Hearing at 6:48 p.m. as there were no speakers.

Motion by Nicholson that the Council make a finding of no feasible and prudent alternative to the use of a 0.0623-acre portion of the public parkland known as San Gabriel Park, owned by the City of Georgetown, for the expansion of a wastewater lift station, second by Fought.

Roll Call Vote
District 1 – Absent
District 2 – Yes
District 3 – Yes
District 4 – Yes
District 5 – Yes
District 6 – Yes

District 7 – Yes

Approved 6-0 (Calixtro absent).

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

Holcomb presented the item and noted that the adoption of the 2015 International Building Code allows the City to be on the same building code as a majority of other cities within Williamson County and that this adoption will allow easier planning for developers. He added that the following groups met with and supported the adoption of the 2015 International Building Code and local amendments: Building Codes Standard Commission and Chamber Development Alliance. Holcomb noted that this was presented to Council at the City Council meeting held on March 24, 2020.

Holcomb read the caption.

Motion by Fought, second by Triggs.

Roll Call Vote

District 1 – Absent

District 2 – Yes

District 3 – Yes

District 4 – Yes

District 5 – Yes

District 6 – Yes

District 7 – Yes

Approved 6-0 (Calixtro absent).

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

Holcomb presented the item and noted that the adoption of the 2017 National Electric Code allows the City to be on the same building code as a majority of other cities within Williamson County and that this adoption will allow easier planning for developers. He added that the following groups met with and supported the adoption of the 2017 National Electric Code and local amendments: Building Codes Standard Commission and Chamber Development

Alliance. Holcomb stated that this was presented to Council at the City Council meeting held on March 24, 2020.

Holcomb read the caption.

Motion by Nicholson, second by Triggs.

Roll Call Vote

District 1 – Absent

District 2 – Yes

District 3 – Yes

District 4 – Yes

District 5 – Yes

District 6 – Yes

District 7 – Yes

Approved 6-0 (Calixtro absent).

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

Holcomb presented the item and noted that the adoption of the 2015 International Fire Code allows the City to be on the same fire code as a majority of other cities within Williamson County and this adoption will allow easier planning for developers. He added that this will also help with the city’s Insurance Services Office (ISO) rating. Holcomb noted that the following groups meet with and supported the adoption of the 2015 International Fire Code and local amendments: Building Codes Standard Commission and Chamber Development Alliance. He noted that this was presented to Council at the City Council meeting held on March 24, 2020.

Holcomb read the caption.

Motion by Nicholson, second by Triggs.

Roll Call Vote

District 1 – Absent

District 2 – Yes

District 3 – Yes

District 4 – Yes

District 5 – Yes

District 6 – Yes

District 7 – Yes

Approved 6-0 (Calixtro absent.)

- X. Consideration and possible action to approve a **contract** with **Asphalt Inc.** for **Asphalt Supply** for an amount not to exceed **\$180,000.00** -- Dan Southard, Public Works OPS Manager and Ray Miller, Public Works Director

Miller presented and noted that this contract will provide good quality Asphalt Hot Mix for Public Works Street Operations to conduct various repairs and maintenance to city streets, and repairs such as potholes, sink holes and utility patches. He added that maintenance would be small paving projects on City streets that could use some attention and that may not be on the larger Street Maintenance Program lead by Systems Engineering. Miller stated that these paving projects are also scattered across the City and difficult to program in a larger maintenance project. He then reviewed a map of paving locations and noted the total estimated cost of \$179,900.

Miller read the caption.

Motion by Pitts, second by Nicholson.

Roll Call Vote

District 1 – Absent

District 2 – Yes

District 3 – Yes

District 4 – Yes

District 5 – Yes

District 6 – Yes

District 7 – Yes

Approved 6-0 (Calixtro absent).

- Y. Consideration and possible action to approve the **bid award** for **2020 Street Maintenance Project: Hot-in-Place Recycled Pavement (HIPR)** to **Cutler Repaving** of Lawrence, Kansas in the amount of **\$1,935,588.75** -- Wesley Wright, P.E., Systems Engineering Director

Wright presented the item and explained the process. He noted that this project will also finish out the replacement process for remaining chip seal roads.

Wright read the caption.

Motion by Fought, second by Triggs.

Pitts asked how long the repaving will take in Berry Creek. Wright responded four to six weeks and that they crews will show up in August or September. Pitts stated that he would like a list of streets being done for distribution. Wright responded that he will send that information out.

Roll Call Vote

District 1 – Absent

District 2 – Yes

District 3 – Yes

District 4 – Yes

District 5 – Yes

District 6 – Yes

District 7 – Yes

Approved 6-0 (Calixtro absent).

- Z. Consideration and possible action to approve a **contract** with **Alpha Paving Industries, LLC** of Round Rock, Texas for **2020 Street Maintenance High Performance Pavement Seal Package No. 1** in the amount of **\$372,200.00** -- Wesley Wright, P.E., Systems Engineering Director and Michael Hallmark, CIP Manager

Wright presented the item and noted the area where the sealant would be applied. He added that he did not recommend lowest bid due to lack of experience with a project of this size and type. Wright noted that Stripe It Up was the low bidder and their references check out, but they did not have experience with a project of this size. He added that staff has made a commitment to possibly work Stripe It Up on a future project. Wright stated that staff is recommending the second low bidder, Alpha Paving Industries, and the price provided is approximately 15% lower that was the City paid last year.

Wright read the caption.

Motion by Fought, second by Nicholson.

Gonzalez asked about the logic of not awarding lowest bidder. Wright responded that staff will work with them to increase their experience. He added that if this job had been smaller, staff would bring them forward. Wright stated that the proposed job is more than double their largest job. He added that staff will evaluate other jobs they have performed. Gonzalez stated that he is not comfortable with this process and the logic of not doing a project this large. Wright responded that he understands, and staff can re-bid if needed. He added that

in their experience record they have never worked with this type of product. Gonzalez stated that is different and withdraws his comments.

Roll Call Vote

District 1 – Absent

District 2 – Yes

District 3 – Yes

District 4 – Yes

District 5 – Yes

District 6 – Yes

District 7 – Yes

Approved 6-0 (Calixtro absent).

AA Consideration and possible action to approve a Resolution **adopting** the **Electric Line Extension Policy** -- Daniel N. Bethapudi, General Manager of the Electric Utility

Bethapudi presented and noted that this item was covered in a Workshop in March. He then reviewed the objectives of the new line extension Policy that include: address the confusion associated with the electric infrastructure additions; better recover costs associated with growth. Collect costs before the job; address the shortcomings of the current CIAC policy's inability to properly address different electric service requests; allow for planning for non-standard service requests; all infrastructure costs required/attributable to the service request will be paid by the requestor; utilize improved service delivery standards based on industry best practices; and utilize existing technology investments that reduce costs and increase the ease of doing business with the City. Bethapudi then noted that the line extension policy applies to the electric line extensions and electric distribution infrastructure additions, upgrades and retirements required to serve based on a service application and the process has four steps: submit Line Extension Application; issuance of Electric Utility Services Availability Letter; payment of all outstanding Line Extension Fees and Engineering Costs; and Electric Meter Connect Fees. He noted that additional costs (if applicable) included Line Extension Fees are in addition to cost per lot/unit, and applicable additional costs shall be included in the line extension fees. Bethapudi stated that related to all other service requests: any other service request (other than residential sub-division and multi-family) will be at the actual cost; the line extension fees will be assessed based on the service request; and the four step process is the same for all service requests.

Bethapudi read the caption.

Motion by Nicholson, second by Fought.

Roll Call Vote

District 1 – Absent
District 2 – Yes
District 3 – Yes
District 4 – Yes
District 5 – Yes
District 6 – Yes
District 7 – Yes

Approved 6-0 (Calixtro absent).

AB **Second 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 N. Bethapudi, General Manager of the Electric Utility and Leticia Zavala, Customer Care Director

Zavala presented the item and reviewed the current low-income assistance programs that include: 30% Water Discount off of the Base Rate; 30% Electric Discount off of the Base Rate; and 20% Sewer Discount off of the Base Rate. She also noted the Good Neighbor Fund that provides utility assistance that is administered via Caring Place and that all customers can utilize the Budget Bill Plan to allow for average monthly billing, and the penalty waiver for customers 60+ in age and/or disabled. Zavala then reviewed the current eligibility for Low Income Programs which include Medicaid participation and provided explanation of participation in the Medicaid program and eligibility. She then noted a few options for the Low-Income Determination which include: Option 1 – increase promotion of current program; Option 2 – expand program eligibility requirement to accept other federal/state assistance programs as qualification; and Option 3 – determine eligibility In-House which would require increased staffing. Zavala reviewed a survey of seven other city's programs and noted that only Georgetown and Austin Energy provide a Low-Income Discount. She then reviewed the next steps which include gaining feedback from Council on options and coming back to Council with a more defined plan at a later Workshop.

Zavala read the caption.

Jonrowe asked for clarification on needed direction. Zavala responded staff is proposing putting in the Medicaid provision and then staff can come back at later date to discuss the other options presented. She added that the current version of the ordinance does not have a low-income discount.

Motion by Jonrowe, second by Nicholson.

Fought stated that Council has not enough opportunity to know what these changes mean and that he has no opposition to putting Medicaid in. Zavala responded that the provided options would go beyond the Medicaid discount, but staff is not asking Council to vote on those at this time and provided some history noting that the Medicaid discount inadvertently was left out the last time the ordinance was voted on. Fought asked to clarify that Council is just voting on putting Medicaid in ordinance. Zavala responded yes. Fought stated that he has no real interest in going beyond the Medicaid discount and it would require lots of discussion.

Ross asked why Council would want to come back at a later date. Zavala responded that the options provided were in response to a question asked at the first reading, and a future workshop would be to allow Council to consider other options.

Gonzalez stated that just putting Medicaid back in is fine and he is not interested in expanding the program farther.

Jonrowe asked if there are currently 39 customers utilizing program. Zavala responded that is correct. Jonrowe asked how much they save. Zavala responded \$18 per month. Jonrowe stated that she feels this is not enough and at very least need Council should look at increased use of program. She then noted increase access to program and asked if anyone over 65 qualifies for Medicaid. Zavala responded yes with income requirement. Jonrowe stated that her concern about Medicaid eligibility is due to information about the difficulty in participating in the Medicaid program.

Fought noted that he is all for advertising the program.

Ross asked why staff is asking Council to approve the ordinance and then asking for Workshop to amend later. Morgan responded that the program was inadvertently left out in previous version of ordinance change. He added that staff is bringing back options to Council based on feedback at first reading and any change could have a significant impact. Ross stated that the program does not utilize a lot of money at this time. Morgan responded that the more people that use the program the more impact it could have. Ross clarified that the options provided are not being voted on tonight. Morgan responded that no, those aren't being voted on tonight.

Gonzalez stated that the only reason to have a workshop is if majority of Council is interested to expand and if not, Council will just vote on the item at hand and move forward.

Roll Call Vote

District 1 – Absent

District 2 – Yes

District 3 – Yes

District 4 – Yes

District 5 – Yes

District 6 – Yes

District 7 – Yes

Approved 6-0 (Calixtro absent).

- AC Consideration and possible direction to the City Manager to have workshop to discuss the **creation** of a **policy** to **waive development related fees** for recipient of our **Social Services Grants** -- Kevin Pitts, Council Member District 5 and Tommy Gonzalez, Council Member District 7

Motion by Kevin to direct the City Manager to have workshop to discuss the creation of a policy to waive development related fees for recipient of our Social Services Grants, second by Gonzalez.

Pitts explained that having recipients of Social Services Grants pay development related fees did not make sense to him.

Fought asked if the Council need a workshop or if staff could just create the policy.

Jonrowe noted a point of order and that the item was stated for workshop.

Roll Call Vote

District 1 – Absent

District 2 – Yes

District 3 – Yes

District 4 – Yes

District 5 – Yes

District 6 – Yes

District 7 – Yes

Approve 6-0 (Calixtro 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.

AD 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.

AE Sec. 551.071: Consultation with Attorney

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

- Litigation Update

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchase Power Update

Sec. 551.072: Deliberations about Real Property

- Old Airport Road-Parcel 1, Kids Kottage, Purchase of Right of Way -- Travis Baird, Real Estate Services Manager
- Property Purchase, SH-29 -- Travis Baird, Real Estate Services Manager

Sec. 551.074: Personnel Matters

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

- City Attorney
- City Manager

Adjournment

Motion by Fought, second by Nicholson.

Roll Call Vote

District 1 – Absent

District 2 – Yes

District 3 – Yes

District 4 – Yes

District 5 – Yes

District 6 – Yes

District 7 – Yes

Approved 6-0 (Calixtro absent).

Meeting adjourned at 7:42 p.m.

Approved by the Georgetown City Council on _____
Date

**Notice of Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, April 14, 2020**

The Georgetown City Council will meet on Tuesday, April 14, 2020 at 3:00 PM at the Council Chambers, at 510 West 9th Street, Georgetown, TX 78626.

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

Mayor Ross called the meeting to order at 3:13 p.m. The following Council Members were in attendance: Mayor Dale Ross; Mary Calixtro, Council Member District 1; Valerie Nicholson, Council Member District 2; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; Kevin Pitts, Council Member District 5; and Rachael Jonrowe, Council Member District 6; and Tommy Gonzalez, Council Member District. All Council Members present via videoconferencing and a roll call was performed.

Calixtro left the call at approximately 4:20 p.m. and did not rejoin.

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

- A. Presentation and discussion regarding COVID-19 and the City's emergency management response, impact on city services, impact revenue and expense, and consideration of fee waivers -- Jack Daly, Community Services Director; Aly Van Dyke, Communications and Public Engagement Director; Tadd Phillips, HR Director; Eric Johnson, Facilities Director; John Sullivan, Fire Chief; and David Morgan, City Manager

Daly presented the item and provided a timeline of the COVID-19 outbreak noting the following dates: December 31st the first case in the world; January 16th the first case in the United States; March 4th the first case in Texas; March 13th the Texas declared state of disaster; March 14th the Mayor declared a state of disaster; March 18th the first case in Williamson County; March 19th the Governor issued executive order; and March 24th the Williamson County Stay Home Stay Safe Order. He then outlined the City's response which included: March 16 – 18th the City closed to public the Library, Visitors Center, Recreation Center and Animal Shelter; March 19th the City closed to public City Hall, Utilities lobby, GMC, Public Service Operation and Training Center, and Parks and Recreation Office; March 23rd the City established a daycare for staff; March 25th the City closed to public playgrounds, pavilions, Courts, restrooms, Skate Park, Gatehouse and Play Ranch at Garey Park; and April 2nd the City closed to public Blue Hole, directors created continuity of operation plans for their

service areas, social distancing guidelines enacted internally, shifted to telecommuting for functions that could fully perform their jobs, daily emails to staff and Council, and created the Pandemic Response and Leave Policy, Policy and Procedures for Families First Coronavirus Response Act, and Telecommuting Policy. Daly then reviewed roles and responsibilities for different entities which are: Williamson County will provide logistical support, Stay Home Stay Safe order, County Emergency Operation Center; the Health District will provide testing information and availability, information on health-related questions, public health best practices to combat COVID-19; and the City will provide delivery of city services, following and enforcing guidelines given by Federal, State, and Local authorities, and Fire/EMS, Police, Utilities and other core services. He then reviewed the County and State coordination efforts that have included daily calls and situation reports that are apprised of changing dynamics and response efforts, channeling requests for resources and logistics, and collaboration on response.

Van Dyke then presented and explained the City's social media use including Twitter, Facebook and Nextdoor. She noted that the City now has 47,000 followers which is up approximately 1,300 users. Van Dyke stated that the City has had 80+ posts per week which is double the average and engagement up 95%. She noted that the City's website is updated daily and the City has also utilized the following: postcards; email and phone blasts; videos on Facebook Live, mayor interviews, and Mayor and City Manager stand ups; internal daily emails, SharePoint site, and two employee live Q&A sessions; GTX Cares campaign with "I stay home for", chalking, sidewalk safari, City services, RecAtHome, neighbors helping neighbors, Library services, social service assistance, utility tips; and daily posts on news, physical distancing, and case counts.

Sullivan presented on Emergency Services and stated that there are precautions at all levels including: personal protective equipment; screening questions during dispatch call with flu-like illness triage; temperature checks; sanitizing units; fire marshals coordinating with high risk locations like senior citizen homes; retooled Disaster Response System for preparation of the evolving pandemic; and deferring opening of Fire Station 7 to better allocate personnel to existing stations.

Phillips presented noting that for staff the City has created guidelines and an action plan for COVID-19 exposure. He added that there are currently 150 employees telecommuting and noted the creation of the Assistance and Research Task Force to help those whose workload may have lessened to contribute to City projects. Phillips reviewed the Pandemic Response and Leave Policy; Telecommuting Policy; and policy and procedures for Families First Coronavirus Response Act. He then reviewed EFMLA/ESICK and the FFCRA Mandate of Employers which allows: up to 80 hours COVID-19 related ESick in addition to existing benefits paid at 100% for some reasons and 67% for others; FMLA expansion (EFMLA) for care of child up to 10 weeks at 67% of pay; not required for first responders; and that the law took effect less than 12 days after passage & 6 days after first version of DOL guidance. Phillips then reviewed the cost to employer for these initiatives which are: tax credit for cost of benefits for private employers up to max amount per employee per day; currently no relief

for governmental entities, excluded from tax credit; Georgetown action on April 1, implemented policy and began offering ESick & EFMLA to all employees, aligned with mandate: EFMLA paying 67%, and differed from mandate to included first responders for consistency with our employees and many other municipalities and paying all types of ESick at 100% with no max \$ per employee per day for consistency and administrative feasibility; and will monitor participation and can re-evaluate between now and December 31.

Johnson presented on Facilities protocols which are: all City buildings are locked down from public access; gates at City facilities require keycard access; facilities are cleaned daily with hospital grade sanitizer; City staff disinfect communal flat services and doorknobs three times/day; and electrostatic disinfectant spraying. He then reviewed the Facilities supplies which are difficult to procure and to keep in stock with higher demand and usage and consist of: 55-gallon drum of hand sanitizer used to refill existing containers; many orders in place with unknown or delayed delivery dates; staff has created disinfectant wipe dispensers; and public contact areas are prioritized in disbursement. Johnson then reviewed the Facilities quarantine areas that are located in the following places: Tennis Center where three Firefighters were quarantined and recovered; Fire Training building behind Fire Station No. 5; Chisholm Office in Florence that had a temporary shower added on March 31st; and additional facilities are being researched to be ready if need arises.

Morgan presented and provided a COVID-19 expense summary. He noted that so far the City has spent a total of \$181,380 broken down in the following ways: equipment – sanitizing machine costing \$17,400; iPads for Fire costing \$4,190; medical supplies and PPE costing \$131,180; quarantine costing \$2,930; cleaning and sanitizing costing \$19,130; and communications costing \$6,540. He then reviewed additional expected expenses including more Personal Protective Equipment (PPE); facility and vehicle cleaning and materials; Health District staff; EFMLA/ESICK; overtime; and fee waivers. Morgan noted the proposed Fee Waivers for relief include temporary sign application fees (Building Inspections Dept.); security systems false alarm fees (Police Dept.); Go Geo fares and paratransit fees (Public Works and CARTS); and Utilities (water and electric) late fees. He added that the fee waivers will support small businesses, reduce interaction and risk of exposure from cash exchange, and offer some relief to those negatively impacted by COVID-19. Morgan added that the fee waivers are proposed to be in effect through May 31, 2020. He then reviewed the costs for the different fees. Morgan then reviewed the impact of fee waivers as follows:

	Monthly Estimate	Six Week Impact
General Fund		
Garbage Penalty	\$ 9,000	\$ 13,500
False Alarms	\$ 6,000	\$ 9,000
Temp Signs	\$ 100	\$ 150
GoGeo	\$ 1,100	\$ 1,650
Total General Fund	\$ 16,200	\$ 24,300
Joint Services Fund (late fee)	\$ 3,000	\$ 4,500
Stormwater Fund (late fee)	\$ 3,200	\$ 4,800
Electric Fund (late fee)	\$ 70,000	\$ 105,000
Water Services Fund (late fee)	\$ 60,000	\$ 90,000
Totals	\$ 152,400	\$ 228,600

Morgan noted the challenges for dealing with COVID-19 which include limited testing availability; communication; personal protective equipment shortage; uncertain length of time; and changing response levels. He shared with Council wins related to COVID-19 that include: day care for employees; Assistance Research Taskforce used to repurpose staff; quarantine areas for staff; Council meeting and staff telecommuting logistics; policy development; small business loan partnership with Chamber of Commerce; adaptability of technology; communication; Workday go live; and partnerships with Williamson County, WCCHD, GISD, Chamber of Commerce, and the development community.

Gonzalez had no questions.

Jonrowe asked that staff distinguish the between number of cases and number of positive test results to be clear when giving information to the public. She noted the transition to the next phase, and asked that staff look into antibody tests, vaccines, and contact tracing resources. Jonrowe suggested that staff think of ideas for ways to provide resources to local businesses who will be reopening, especially those who have face to face contact to the public.

Pitts asked if COVID-19 related expenses are reimbursable. Morgan responded yes and that staff is documenting all expenses to try and get as much back as possible and it is expected that 75% of expenses will be reimbursable. Pitts asked if funds will come from the State or federal government. Morgan responded that it will depend on how funds are provided and added that it can take up to years to be reimbursed. Pitts asked how many grant applications the City has received for the small business grants. Morgan responded that he will get the information. He added that 70 businesses will be awarded grants. Pitts asked about economic development funds and if the Governor has changed how they can be used. Morgan

responded not at this time. Pitts asked about reporting by zip code and if the City have the ability to do so. Morgan responded that staff is working to evaluate that and the City has asked for that information. Pitts asked if staff is being told that the City cannot release the information. Morgan responded that the Health District has said that the zip code information is a HIPPA violation. Mayor Ross stated that other Mayors disagree with the opinion that the zip code information is a HIPPA violation. Pitts asked McNabb his opinion. McNabb responded that the City has a law firm that staff can consult with on HIPPA matters and he will call them tomorrow.

Fought stated that staff provided a great presentation and has done good work through the crisis. He added that he is relieved to hear that estimations of costs to employer was lower than expected. Fought asked about the delayed opening of Fire Station 7 and related financial impact. He noted that reporting by zip code is important to differentiate on if case is recorded by where it is recorded or where the patient lived. Fought added that Georgetown numbers are currently low, but Round Rock has more hospitals and that older populations are more at risks. He added that the City should use an abundance of caution when opening back up. Morgan responded that information related to positive test results are based on residency. He added that there were probably positive test cases where tests were completed in Travis county but counted towards Williamson county. Morgan stated that the cost for delaying the opening Fire Station 7 and cost savings is minimal. He noted that delaying allows more personnel to be available to address COVID and saves in overtime.

Triggs stated that staff gave a good presentation and congratulated IT on good job done in putting meetings together. He added that was concerned about the lack of Police information in presentation. Triggs stated that he has concerns if Police is having issues with more call volume. Morgan responded that there has been an increase in motor vehicle break-ins, and he is talking with Nero quite a bit. He added that staff is focusing on making sure that officers have proper protocols.

Nicholson noted GEDCO funds and asked if discussion is happening about other ways to use those funds. She noted the primary retention of jobs and that many small businesses are at a breaking point. Morgan responded that 175 applications for grant funds were received and of that \$830,000 worth of request with \$200,000 available. He added that the City and Chamber should be allowed to reward 75 requests and will continue how to evaluate how to help small businesses. Mayor Ross asked about the next possible steps to contact the Governor related to 4A funds. Morgan responded that he will get a status update. He added that the City did make a request through TML. Nicholson stated that was good to hear. She add that she is not suggesting that the government should overstep, but allow for continued collaboration. Nicholson added that the event industry has been hit hard and the several business types that fall within that group. She stated that the City should look at connecting resources because the City depends on the business community. Nicholson stated that after the crisis the City needs to look at how to get people back on their feet and back to health.

Pitts stated that he had sent Morgan something related to what the City of Burnet was doing. Morgan responded that he has had Michaela Dollar, Economic Development Director, look at that and he will get information back to Council.

Calixtro stated that all of her questions were answered.

Jonrowe asked if the call volume with Police has seen an increase in domestic violence calls. Morgan responded yes. Jonrowe asked if staff has reached out to local shelters and AirBNBs about being used as temporary shelters. Morgan responded that he had a call with service organizations that receive grants. He added that the Hope Alliance was on the call and he will check with them. Jonrowe noted the possible increase in child abuse and the need to reach out.

- B. Presentation and discussion regarding the financial impacts of COVID-19 and the City of Georgetown's fiscal policies, budget contingency plan, revenue and expense impacts of pandemic response, and FY2020 debt sale update -- Leigh Wallace, Finance Director

Wallace presented the item and reviewed the City's fiscal policies and noted the budget contingency plan. She noted immediate actions by the City Manager implemented the week of March 23rd including freezing all vacant positions except those deemed necessary; reviewing all planned capital expenditures; delaying all non-essential spending; and reporting projections and actions to Council. Wallace stated that there can be further action by Council to: apply available surplus funds from prior years to one-time costs in the current year; authorizing use of the General Fund economic stability reserve; directing further reductions in services, including workforce reductions; and authorizing a reduction in General Fund balance from 90 days to 75 days. She then reviewed the City's budget reserves, noting that 90 days of operating expenses budgeted in major funds totals \$29 million. Wallace then noted that staff has been working to build Joint Services Fund reserve since it was added to policy in FY2019. She then provided other budgeted reserves across funds that total approximately \$61 million. Wallace made Council aware of the Council Special Revenue Fund balance that \$108,000 and \$1.76 million in the General Fund from FY2019 ending balance. She stated that staff recommends leaving all of it in the Economic Stability Reserve at this time which equals about 2% of General Fund operating expenses; or 14 additional days of operating reserve. Wallace then explained staff's cash preservation plan which includes a 90-day operating requirement total of \$29 million; cash in major funds on April 1, 2020 totaling \$122 million, which is equal to 373 current day operating and excludes bond proceeds for CIP (Capital Improvement Projects); and one month of gross payroll totaling \$4 million. She added that staff will watch cash balances of major funds and update management and Council. She then provided revenue updates noting: all major revenues in major funds trending well in Second Quarter; the end of March and Third Quarter will see biggest impacts with many major revenue sources lag real time by one to two months; sales tax is the most volatile source with early estimates of 1% decrease in March, and 8% decrease in April, May

and June; 7-10% decrease July, August, September; and the model indicates loss of \$750,000 in General Fund in FY2020. Wallace explained the Revenue Watch List which includes: Hotel Occupancy Tax made up of occupancy rates and revenue receipts; utilities which will offer payment plans, have no disconnects, and Accounts Receivable aging; and other fees for service including development permits and planning, Municipal Court, Airport fuel and leases, Library programs, Park programs and rentals, GoGeo reduced hours, waivers for special circumstances, and interest earnings. She reviewed emergency related expenses and stated that it is important to track expenses for reimbursement which staff is doing by using a Workday feature "worktag" COVID-19. Wallace added that the costs to date is approximately \$181,000 in communications; cleaning and sanitizing services and equipment; medical and protective supplies; and the watchlist of unknown costs includes: Fire/EMS overtime; Families First Coronavirus Act unfunded mandate; and Williamson County Health District additional staff. She noted that for expense reductions actions staff has made Citywide reductions review including: reducing all operational expenses; hold/justify vacant positions; hold/justify all training and travel; review other operational costs and projects; review cash-funded and debt-funded CIP projects from prior years and 2020; and continue to provide financial updates to Council April 28th and forward. Wallace provided a 2018 Debt Sale update noting the economic environment that had major disruptions in municipal debt market as of mid-March with many deals pulled and delayed. She added that the City delayed seeking bond rating and competitive sale and financial advisors are seeking a direct placement with a bank through a competitive bid process noting that: banks still have capital to lend; federal infusion; does not require a rating; and interest rate and term length may be less favorable than sales prior to March. Wallace then provided a 2020 Sale Refresher noting that General Obligation bonds were scheduled to be for \$10.8 million based on voter approved parks and roads and Certificates of Obligation were scheduled to be for \$12.8 million including: facilities and equipment; revenue in utilities totaling \$18.8 million for plant expansions, line upgrades, new development, etc.; revenue utility refunding \$5 million; and in February Public notice of Council action on April 28th where Council must approve a bank placement, or take action to postpone the sale to a future date, or a combination. She then noted other factors which are that: some equipment or facilities cannot be deferred; some projects already under contract and require a bond reimbursement resolution; and construction bids may come in lower than original projections, resulting in savings to City. Wallace then outlined the revised Projects List that includes keeping \$29.7 million for: Police and Fire vehicles; Police body cameras; Fire cardiac monitors; GMC Remodel; fuel site at transfer station; voter approved transportation projects; Water supply lines; Electric infrastructure projects that include an additional \$1 million for electric transformers. She stated that staff suggests delaying \$13.8 million in projects that include: Airport storage shed; Inner Loop (GTEC); neighborhood parks; Parks master plan; public safety radios; Fire breathing apparatus; and Water plant and tank rehabs. Wallace stated that staff is seeking Council feedback and asking if Council agree with the alternative method of debt sale and if Council agrees with the revised projects list for sale.

Gonzalez stated anything transportation related should go forward and public safety should be a precedent. He added that all other projects should be staff discretion.

Jonrowe agreed with Gonzalez.

Pitts asked about the 8% decrease in sales tax for April, May, and June. Wallace responded that those are estimates and staff used historic data from the 2008 recession. She added that staff was factoring in information from financial resources including Standard and Poors. Wallace added that staff will update the numbers once they receive more information from the State. Pitts asked about the GTEC project on Inner Loop and its funding source. Wallace responded that the GTEC fund is generally in a healthy place and that it's sole source of revenue is sales tax. She added that staff felt it could be delayed for a little while, but Council guidance is appreciated. Pitts stated that he agreed with Gonzalez and noted the additional homes being added to the area. He added that he would like to see that project go forward.

Fought agreed with Gonzalez and asked about the Water utility item listed with the projects to be delayed. Wallace responded that staff was trying to find a balance due to the unknown of banking terms. She added that it depends on how the market looks going forward.

Triggs agreed with going forward with public safety and transportation projects. He asked that staff keep an eye on other projects because the cost may continue to increase. Triggs stated that he is not impressed with the federal movement which is not good for municipal bonds.

Nicholson agreed with staff recommendations and had no questions.

Calixtro was absent.

C. Presentation and discussion regarding Solar and Net Metering Rates and Electric Vehicle Charging Rates -- Leticia Zavala, Customer Care Director and Daniel N. Bethapudi, General Manager of the Electric Utility

Bethapudi setup the item and introduced Scott Burnham from NewGen Strategies to explain the item. Burnham explained the need for Electric Vehicle (EV) Charging Rates. He added that EV charging rates will be applicable for load of 500 – 2,000 kW, with an estimated monthly maximum demand 1,733 kW and that a user can charge an EV in approximately 20-40 minutes. Burnham noted that I-35 is a High Usage Corridor with regular long-distance travel, in and out of major cities showing a peak load Friday through Sunday and there is high EV usage between Austin and Dallas. He then noted the risks to Georgetown which could be the new load increasing power supply costs. Burnham explained the modeling solution which adds the fast charger to the Georgetown load and the bottom line impacts that are manageable with proper rate design. He explained the EV fast charger rate components including applicability, rate components, and billed demand. Burnham reviewed the EV fast

charger rate demand ratchet as a mechanism to ensure fixed cost recovery which utilizes historic demand and provided a graph representation. He noted the EV fast charger rate design including the rate components and adding that EV Fast Charger companies share sub-metered data. Burnham then provided example bills illustrating the designed demand and minimum demand. He then reviewed the proposed EV Fast Charger rate.

Gonzalez asked if this rate would be constant or if it would be subject to change. Burnham responded that the rate would be set but could be changed with a cost of service setting. He added that PCA rate could be changed on an annual basis.

Jonrowe had no comments or questions.

Pitts had no comments or questions.

Fought had no comments or questions.

Triggs asked if there was a contract term. Burnham responded no.

Nicholson had no comments or questions.

Calixtro was absent.

Burnham then resumed the presentation and began explaining net metering. He explained the Net Energy Metering (NEM) issues of utilities across the country struggling and the two sources of cost shifting for Georgetown NEM are renewable energy received (excess energy) rate exceeds costs and the ability of customers to offset bill to zero (or negative) which allows potential bypass of Base Rate Charge and Power Cost Adjustment (PCA). Burnham then reviewed the Existing Rate Components for residential customers and noted the fixed costs of labor, PPA Power Supply, debt service, and insurance, and the variable costs of market power supply. He then explained net metering, volumetric energy, generated energy, and received energy. Burnham said that Georgetown has 334 Residential and 14 Small Commercial NEM customers their estimated installed capacity. He then reviewed bill examples with and without net metering. Burnham noted that the under-recovery of fixed cost leads to cost shifting and provided examples. He explained the NEM impact on the customer class and the changes including market-based energy credit and a limit credit to the volumetric energy charge. Burnham noted the market based renewable energy credit and proposed Net Energy Metering rate for residential customers. He provided Council a bill comparison with the different NEM options and provided an explanation for the two options. Burnham noted that the recommendations for NEM are to update the Energy Received Credit to Market Based Credit, have the NEM Credit not exceed Volumetric Charge and improve the enforcement of PV system size limit.

Gonzalez had no comments or questions.

Jonrowe had no comments or questions.

Pitts had no comments or questions.

Fought had no comments or questions.

Triggs had no comments or questions.

Nicholson had no comments or questions.

Calixtro was absent.

Mayor Ross recessed the meeting into Executive Session at 5:16 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.

D. Sec. 551.071: Consultation with Attorney

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

- Litigation Update

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchase Power Update

Sec. 551.072: Deliberations about Real Property

- Old Airport Road-Parcel 1, Kids Kottage, Purchase of Right of Way -- Travis Baird, Real Estate Services Manager
- Property Purchase, SH-29 -- Travis Baird, Real Estate Services Manager

Sec. 551.074: Personnel Matters

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

- City Attorney
- City Manager

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

Consideration and possible action to approve a **Consulting Services Contract** with **NewGen Strategies and Solutions** pursuant to **HGAC contract # HP10-17** to conduct a **study related to a water rate study and model deliverable --**
Glenn Dishong, Utility Director

ITEM SUMMARY:

NewGen's proposed study is a multi-year study of 2 years, and up to 3 years that consists of the following tasks. The first task is a review and analysis of the cost to serve water customers and conduct a rate analysis. The cost to serve analysis reviews revenue requirements, O&M costs, CIP program, potential financing sources, current and projected debt service, reserves, 5 year comprehensive forecast of water and sewer revenue requirements. The second task consists of creating a financial model for the City's future use.

FINANCIAL IMPACT:

Funds in the amount of \$92,000, with an option for a 1 year renewal after 2021 with a total cost of up to \$119,000 will be paid from the Special Services-Contractual Services: 660-5-0527-51-330

SUBMITTED BY:

Mayra Cantu, Management Analyst

ATTACHMENTS:

NewGen Rate Study Contract
NewGen Cert of Liability
NewGen Form 1295

CONSULTATION AGREEMENT WITH THE CITY OF GEORGETOWN

This Consultation Agreement (the “Agreement”) is entered into and made effective on the _____ day of _____, 2020 by and between NewGen Strategies and Solutions, LLC (“Consultant”) and the City of Georgetown, Texas (“City”), as an End User of the All Hazards Preparedness, Planning, Consulting and Recovery Services Contract between Houston-Galveston Area Council of Governments and Consultant, dated October 25, 2017, as amended (the “HGAC HP10-17 Agreement”).

1. **Scope of Services.** Consultant agrees to provide such services as further described in **Exhibit A**, which is attached and incorporated herein. Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to the Consultant providing such services, or the right to payment for such additional services shall be **waived**. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.
2. **Supplement Provisions.** Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.
3. **City Terms Prevail.** In the event there is a conflict between a term in **Exhibit A** or **Exhibit B** and a term in this Agreement, the terms of this Agreement shall prevail.
4. **Total Compensation.** The total compensation paid by the City to the Consultant, including expenses, under this Agreement shall not exceed NINETY-TWO THOUSAND dollars and No/100 (\$92,000.00), unless the term is extended as set forth in Section 5, in which case the total compensation paid by the City to the Consultant, including expenses, under this agreement shall not exceed ONE HUNDRED NINETEEN THOUSAND dollars and No/100 (\$119,000.00). Payment schedule will be made in accordance with **Exhibit C**, which is attached and incorporated herein.
5. **Term.** The term of this Agreement shall be in effect until July 31, 2021 (the “Initial Term”). Upon expiration of the Initial Term, City may, in its sole and absolute discretion, extend the term of this Agreement for one (1) additional 12-month period, provided that the HGAC HP10-17 Agreement is still in full force and effect.
6. **Amendments.** Any changes to the terms of this agreement will not be effective unless in writing and signed by both parties.

- 1 Insurance.** Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are set forth in Exhibit D. Consultants insurance certificate satisfying the City insurance requirements is attached as Exhibit E.
- 7. INDEMNITY.** THE CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR SERVICES PROVIDED UNDER THE AGREEMENT OR FROM ITS NEGLIGENCE OR WILLFUL ACT WHETHER SUCH ACT BE BY THE CONSULTANT OR ITS DESIGNEE. THE CITY, AS A GOVERNMENTAL ENTITY IN THE STATE OF TEXAS, SHALL NOT INDEMNIFY THE CONSULTANT.
- 8. Release by Consultant.** The Consultant releases, relinquishes and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either party or other third parties) and any loss or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the work it performed under this Agreement. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance.
- 9. Dispute Resolution.** If either the Consultant or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

10. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Consultant pursuant to this Agreement. Consultant shall deliver all documents or other work product to the City upon request, including original versions if so specified in the request.
11. **Payment Terms.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Consultant within thirty (30) days after of receipt of a correct invoice for services. The Consultant may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Consultant concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Consultant and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in accordance with Agreement.
12. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Consultant shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Consultant, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.
13. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Consultant from the City's Vendor list in the event that this Agreement is terminated for cause and any offer submitted by the Consultant may be disqualified for up to three (3) years.
14. **Non-Appropriation.** This Agreement is a commitment of City's current revenues only. It is understand and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Consultant a written notice of termination at the end of its then current fiscal year.
15. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class

mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Consultant:

NewGen Strategies and Solutions, LLC
ATTN: Matthew B. Garrett, Director
275 W Campbell Road, Suite 440
Richardson, Texas 75080
mgarrett@newgenstrategies.net

Notice to the City:

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
david.morgan@georgetown.org

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
charlie.mcnabb@georgetown.org

16. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Consultant's services shall be those of an independent contractor. The Consultant agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Consultant shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.
17. **Force Majeure.** The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.
18. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
19. **Nondiscrimination.** The Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Sub-consultants, including procurements of

materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

20. **Right to Audit.** The Consultant agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Consultant records related to the performance under this Agreement. The Consultant shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.
21. **Advertising and Publicity.** Consultant shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.
22. **Confidential Information.** Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Confidential Information shall be designated and marked as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The provisions of this paragraph shall survive the term of the Agreement.
23. **Consultant Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, *Texas Government Code*, Consultant certifies that either (1) Consultant is a sole proprietorship or company with fewer than ten (10) employees, or (2) does not currently boycott Israel and will not boycott Israel during the Term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
24. **Consultant Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Consultant certifies Consultant is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
25. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.
26. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.
27. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns; provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Consultant

without the prior written consent of the City. Any attempted assignment or delegation by the Consultant shall be void unless made in conformity with this Paragraph.

28. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.
29. **Entire Agreement.** This Agreement, with all exhibits, includes the entire agreement of the City and the Consultant and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

[Signatures on the following page.]

THE CITY OF GEORGETOWN

**NEWGEN STRATEGIES AND
SOLUTIONS, LLC**

Dale Ross, Mayor

Date Signed: _____



Matthew B. Garrett, Director

Date Signed: April 23, 2020

Attest:

Robyn Densmore, City Secretary

Approved as to form:

Charlie McNabb, City Attorney

Exhibit A

Scope of Services

The City is seeking consulting services for the City's utilities to conduct a comprehensive water and wastewater utility rate study inclusive of a fully-allocated, customer class cost of service analysis and a five-year financial plan. Consultant shall perform the following:

1. Develop five-year financial plan for the water and wastewater departments
 - a. Forecasting revenues and expenses over the planning horizon.
 - b. Identify cash flows and cash balances over the five-year period.
 - c. Review and project debt coverage ratios.
 - d. Identify and recommend a minimum cash reserve for each utility, and other financial policy/ordinance changes as needed.
 - e. Incorporate the five-year capital improvement program into financial projection and cost of service study.
 - f. Identify amount and timing of projected debt issuances.
 - g. Develop a rate track identifying the annually changes required in rates to meet each utility revenue requirements.
2. Identify the cost to serve each type of customer by class and meter size
 - a. The cost of service study will be on a forecasted test year of 2020.
 - b. Identify the customer (facilities) charges by meter or connection size for water and wastewater.
 - i. Identify cost to serve irrigation customers.
 - ii. Identify cost to serve high strength wastewater customers.
 - iii. Identify cost to serve reuse customers.
 - c. Identify the cost-based volumetric charges.
 - d. Identify cost to serve multi-family, practices, and make recommendations.
 - e. Identify the differential cost of service for customers inside city limits and outside.
 - f. Review of hydrant meter fees, practices, and make recommendations.

3. Rate Design
 - a. Work with staff and the City Council in development of the rate design.
 - b. Identify the potential impacts on customers resulting from changes in the rate design.
4. Presentations to staff and City Council
 - a. One on-site kick-off meeting with staff.
 - b. One on-site draft results meeting with staff.
 - c. One on-site presentation of Cost of service study results to Water Board.
 - d. One on-site presentation of final proposed rates to Water Board.
 - e. One on-site presentation of Cost of service study results to City Council.
 - f. Two on-site presentation of final proposed rates to City Council (workshop and a Council meeting).
5. Timeframe
 - a. Cost of Service results by early July.
 - b. Full rate design with Council and Water Board input by the end of August.
 - c. City will look to make new rates effective October 1, 2020.
6. Annual Reviews
 - a. Upon completion of these activities, Consultant will perform interim reviews on an annual basis to verify that the plan is working as desired and/or update the model with changes to capital plans, funding scenarios, provider costs, growth projections etc.
 - b. First annual review results by July 2021.
 - c. Second annual review results (if the term is extended by the City pursuant to Section 5 above) by July 2022.

Task 1 – Project Management and Data Review

Consultant will manage all aspects of the study. This will include coordination of all activities necessary for completion of the study, project status monitoring/reporting and coordination with City staff. Consultant will keep the City fully informed and engaged during

the study to solicit input and provide transparency, including periodic review meetings as well as remote meetings using web-conferencing, when appropriate.

Consultant will submit to the City a detailed data request, identifying data needed to perform the scope of work. This will include, at a minimum, budgetary data, the capital improvement plan, debt schedules and covenants, and billing data. Specific data for the development of special customer classes will also be requested if needed, such as the pertinent fixed asset records with funding sources, original cost to the City and depreciation. As the City furnishes this data, it will be reviewed and tested for accuracy.

Task 1 Deliverables:

- Data request
- Ongoing project management (including regular status updates)

Task 2 – Project Kickoff Meeting

A project kickoff meeting will be held, which all key City and consultant personnel will be invited to attend. The purpose of this meeting is to review, update, and validate the proposed work plan; introduce key personnel to one another; identify any roadblocks to timely completion; agree to key dates; and establish the formal and informal reporting relationships that are necessary for a smooth project.

As part of the kickoff meeting, parties will discuss the current financial and rate policies currently in- place as they will serve as key guideposts for the study. Parties will also discuss any potential policy issues that may need to be addressed during the study. The primary goal of Task 2 is to set a strong foundation for the study ensuring all parties understand desired outcomes.

Task 2 Deliverables:

- Kickoff meeting materials
- Updated scope of work and project schedule (if necessary)

Task 3 – Benchmarking

Consultant will research the various issues identified in the kickoff meeting and compare the City's practices to industry best practices as well as the practices at the identified benchmark utilities and make recommendations as appropriate. This will include the following issues, at a minimum.

- Water Usage – Consultant will guide the City through the relevant factors for consideration, summarize and convey the benchmarking results from other relevant utilities, obtain stakeholder feedback on the objectives to prioritize, and recommend the best option to achieve the City’s goals and remain compliant with industry standards.
- Benchmarking Rates – Consultant will summarize how the City’s water and sewer rates compare with the rates at the identified benchmark utilities. Consultant will confirm with the City which utilities to utilize for the comparison before beginning the work.

Task 3 Deliverables:

- Summary findings on researched issues
- Recommendations on relevant policy issues

Task 4 – Revenue Requirements

One of the primary tasks for the study is the identification of the cost of providing water and wastewater services. Consultant will perform a detailed review of each of the costs incurred by the City (both identified and unidentified) to ensure a true cost of service is developed. The cost analysis can be broken down into four main categories of costs: operating and maintenance costs, capital improvements, debt service, and any contributions to reserves. The following section describes the approach to reviewing and identifying each of these costs. The total amount of cash required on an annual basis for all purposes and from all sources constitutes the revenue requirement.

The completion of this task will provide a comprehensive 5-year forecast of system revenue requirements for the City system with the ability to change assumptions (capital financing, economic assumption, etc.) and immediately see the impact on revenue requirements.

Review O&M Costs

Using the City’s current operating budget as a starting point, Consultant will review the adequacy of budgeted operating and maintenance costs. To the extent that costs are directly identified to specific functions of the water or sewer system, they will be so documented. O&M expenses will be forecasted based on estimated annual inflation rates at the budgetary account line item level. The forecast of operating expenditures will be based on:

- Review of historical operating expenditure increases by individual budget account line item,
- Any additional information that would increase the accuracy of the estimates (e.g., staffing increases/decreases, etc.),

- Identifying contractual commitments, and
- Identifying and assessing the impact of the current capital improvement program on operating expenditures.

Review Capital Improvements Program

Consultant will review the City's capital improvement plan for the utility systems to ensure that they are appropriate. This will be accomplished by reviewing the age, useful life, and replacement cost associated with the City's infrastructure and equipment to identify if the planned investments result in realistic replacement schedules.

Evaluate Potential Financing Sources

The types and levels of various funding sources to pay for the capital and operating costs of the utility systems will be examined, and the impacts of various approaches will be quantified. While it is presumed that all operating and maintenance costs will be funded via user rates, there are various approaches to funding capital expenses, such as cash, debt, or grants.

Analyze Current and Projected Debt Service

The annual principal and interest payments for existing debt service related to the utility systems will be documented. Those projects or categories of projects contained in the CIP and which are anticipated to be debt-funded will be identified, and projections of debt service will be developed. Further, all projections of debt will include the impact of the City's agreed upon Debt Service Coverage and Additional Bonds Tests requirements, if required.

Evaluate the Adequacy of Reserves

Consultant will review the adequacy of the City's current reserves in light of City policy and the industry. New reserves may be appropriate and will be evaluated, as needed. At minimum, Consultant will ensure that its recommendations adhere to the City's established liquidity policies.

Task 4 Deliverables:

- 5-year comprehensive forecast of water and sewer revenue requirements

Task 5 – Demand Forecast

Task 5 consists of the development of a customer and demand forecast for the City's service area and a detailed analysis of historical customer usage to examine customer usage patterns and develop normalized consumption. It is important the data used in this forecast be reliable.

Consultant will work with staff to choose the most reliable and representative data to employ in the Study.

Task 5 Deliverables:

- 5-year demand forecast and customer usage analysis

Task 6 – Cost of Service

The revenue requirements from rates will be allocated as necessary by class to serve as the basis for rate determination for each class. To complete the cost of service analysis, Consultant will follow the methodology described in American Water Works Association (AWWA) Manual M1, Principles of Water Rates, Fees and Charges, for allocating water system revenue requirements and Water Environment Federation's Financing and Charges for Wastewater Systems (WEF Manual of Practice 27) for allocating sewer system revenue requirements.

The methodologies outlined above will be discussed with the City and modified as appropriate to meet the City's overall goals and objectives. While developing the cost of service by customer class is important, deviation from Cost of Service principles may be required to meet policy objectives of the City Council and to properly balance the affordability of service with the ability to pay. Consultant will seek direction from City staff on how the results of such an analysis should drive the final recommendations from the engagement.

Task 6 Deliverables:

- Allocation of revenue requirements to customer classes based on industry standard cost allocation principles

Task 7 – User Rate Analysis and Rate Alternatives

Each of the City's various rates and charges will be reviewed to determine if the structure of the rate is appropriate for accomplishing the City's goals. There are many rate designs that comply with industry practice and will withstand legal challenge, but the policy determinations and preferences of the City are one of the most important factors in determining the preferred rate design. Ultimately the City may not need to change the current rate structure but rather change the allocation of costs among the components of the rate structure.

Based on the results of the evaluation of alternative rate designs, and relying on discussions with City staff, a recommended rate design will be developed in detail, including an analysis of its impact on customer classes and typical customer bills. Up to three (3) varying options will be considered for final recommendation to Council.

Task 7 Deliverables:

- 5-year rate projections of the current rate structure and up to three (3) rate alternative structures

Task 8 – Financial Model

Consultant will develop an easy-to-use dynamic and interactive financial model in Microsoft Excel for the City's future use. The model will produce a series of interactive schedules, each of which will address a principal topic (e.g., O&M costs, debt service, demand/usage, cost of service, etc.). Built into the model is a series of summary-level graphics that can be used as stand-alone charts. Consultant will also provide training in how to use and maintain the model. The model, combined with training, will enable City staff to readily and easily adjust expenses, revenues, debt financing, capital projects, rates and other financial assumptions, over a multi-year period as circumstances change.

Task 8 Deliverables:

- Excel-based model to enable review/revision of future rates

Task 9 – Reporting

Consultant will document all work performed in a concise narrative report. A draft of the report will be provided to City staff for review and comment. Consultant will incorporate modifications to the report suggested by City staff, where appropriate, into a final report. A PowerPoint presentation will also be developed and presented by Consultant to the Water Board and City Council.

Task 9 Deliverables:

- Draft Letter Report
- PowerPoint presentation
- Final Letter Report
- Presentation of results

Task 10 – Annual Reviews

Consultant will perform interim reviews on an annual basis to verify that the plan is working as desired and/or update the model with changes to capital plans, funding scenarios, provider costs, growth projections etc.

Task 10 Deliverables:

- First annual review results by July 2021.
- Second annual review results (if the term is extended by the City pursuant to Section 5 of this Agreement) by July 2022.

Exhibit B

Supplemental Provisions

MOST FAVORED CUSTOMER CLAUSE

If Consultant, at any time during this Agreement, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to the City on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to City, Consultant shall notify City within ten (10) business days thereafter of that offering and this Agreement shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein Consultant shall provide the same prices, warranties, benefits, or terms to City. City shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Consultant is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Agreement is not in fact most favored treatment, Consultant shall within ten (10) business days notify City in writing, setting forth the detailed reasons Consultant believes aforesaid offer, which has been deemed to be a most favored treatment, is not in fact most favored treatment. City, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Agreement between City and Consultant shall be automatically amended, effective retroactively, to the effective date of the most favored agreement to provide the same prices, warranties, benefits, or terms to City.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example: a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

Exhibit C

Payment Terms

Compensation is based on **actual** hours of work/time devoted to providing the described services. The Consultant will be paid at the rates per service or employee shown below. The City will reimburse the Consultant for **actual**, non-salary expenses at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in Section 4 of this Agreement.

NewGen Strategies & Solutions HGAC Approved Pricing	
Labor Category	Hourly Billing Rate
GM	\$295
President	\$265 - \$295
Director/Executive Consultant/Vice President	\$215 - \$295
Senior Consultant	\$160 - \$215
Staff Consultant	\$145 - \$160
Analyst	\$125 - \$145
Administrative Assistant	\$85

Note: Billing rates are subject to change with HGAC-approved changes in subsequent fiscal years..

The Consultant must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Expenses shall be reimbursed as follows:

Non-salary expenses are not subject to reimbursement under this agreement.

Exhibit D

Insurance Requirements

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

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

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

III. General Requirements Applicable to All Policies.

- A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.
- D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
- E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - 1. The insurance company is licensed and authorized to do business in the State of Texas
 - 2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - 3. All endorsements and coverages are included according to the requirements of this Agreement
 - 4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

- F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. Commercial General Liability requirements:

- A. Coverage shall be written by a carrier rated “A: VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
- F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. Workers’ Compensation Insurance requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Consultant, the Consultant, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer’s policy (the Consultant’s, or subconsultant’s policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or

her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

- B. The workers compensation insurance shall include the following terms:
 - 1. Employer's Liability limits of \$1,000,000 for each accident is required.
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - 3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VIII. Professional Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
- C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

Exhibit E
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2019

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

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

PRODUCER Trimountain Corporation 8301 East Prentice Avenue Suite 215 Greenwood Village CO 80111	CONTACT NAME: John Davidson PHONE (A/C, No, Ext): (720) 708-4155 E-MAIL ADDRESS: john@trimountaincorp.com FAX (A/C, No): (720) 708-4387
INSURED NewGen Strategies & Solutions, LLC 225 Union Blvd, #305 Lakewood CO 80228	INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company INSURER B: Travelers Casualty Insurance Company of America INSURER C: Philadelphia Indemnity Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 25658 19046 18058

COVERAGES**CERTIFICATE NUMBER:** CL1982901655**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-6J985928	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680-6J985928	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP 7J776575	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	UB-6J985652	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (E&O)			PHSD1476432	09/01/2019	09/01/2020	Per Claim Limit \$3,000,000 Aggregate Limit \$3,000,000

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

The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies.

Policies include a blanket additional insured endorsement for certificate holder when there is a written contract between the named insured and the certificate holder that requires such status, excluding the workers compensation policy. The general liability policy is primary and non-contributory, if required by contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Georgetown P.O. Box 409 Georgetown TX 78627	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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AGENCY CUSTOMER ID: 00013688

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Trimountain Corporation		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The general liability, auto liability & worker's compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The general liability, auto, workers compensation, and umbrella policies include a notice of cancellation to the certificate holders endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium, for which 10 days notice is given.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

NewGen Strategies and Solutions
Richardson, TX United States

Certificate Number:
2020-610462

Date Filed:
04/22/2020

Date Acknowledged:

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

City of Georgetown, Texas

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

SCON-2000250
Professional Services for Water/Wastewater Utility Fee Study

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mancinelli, Joseph	Lakewood, CO United States	X	
	Georgis, Anthony	Lakewood, CO United States	X	
	Ekrut, Christopher	Richardson, TX United States	X	
	Yanke, Dave	Austin, TX United States	X	
	Hughes, Nancy	Seattle, WA United States	X	
	Lane, Michael	Brentwood, TN United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Matthew B. Garrett, and my date of birth is 6/18/1979.

My address is 275 W Campbell Road, Suite 440, Richardson, TX, 75080, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 22 day of April, 20 20.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

Consideration and possible action to approve the **Antenna and Equipment Space Lease** between **US DOT FAA** and City of Georgetown and to authorize the Mayor to execute the same -- Joseph A. Carney, C.M., and Ray Miller, Director Public Works

ITEM SUMMARY:

Currently the City of Georgetown allows the FAA to have radio transmission equipment to be housed in the GTU Tower. This new lease supersedes an older lease that was for a different location on the old beacon tower. The equipment has been in the GTU Tower since it was built, however the lease for the Space was never updated.

This new lease is for a period of 15 & 1/2 years (March 1, 2020 through September 29, 2035).

The area to be leased will be related to the FAA's activities in support of Air Traffic Operations: Approximately 200 square feet, more or less, located on the 3rd floor of the Air Traffic Control Tower at the Georgetown Municipal Airport, Georgetown, Texas, along with space to mount two antennas on the tower cab roof.

This equipment is used for remote transmitter/receiver communications to extend the communications range of the air traffic facility; Austin Air Traffic Control Tower.

Lease agreement has been reviewed by the City Attorney's Office

STAFF RECOMMENDATION

Staff recommends approval of the lease as written.

FINANCIAL IMPACT:

None

SUBMITTED BY:

Joseph A. Carney C.M., Airport Manager

ATTACHMENTS:

RTR Lease

RTR Lease Exhibit A

ANTENNA AND EQUIPMENT SPACE LEASE

Between

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

CITY OF GEORGETOWN, TEXAS

**Lease No. 697DCM-20-L-00089
(GTU) FAA Equipment Space
Georgetown, Texas**

SECTION 1 - OPENING

6.1.1 Preamble (JAN 2017)

This Lease is hereby entered into by and between City of Georgetown, Texas hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the Government. The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor are interchangeable with each other.

6.1.2 Superseding Lease

This Lease supersedes Lease No. DTFASW-06-L-00029 and all other previous agreements between the parties for the leased property described in this document.

6.1.3 Witnesseth (JAN 2015)

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

6.1.4 Description (OCT 1996)

The Lessor hereby leases to the Government the following described premises which shall be related to the FAA's activities in support of Air Traffic Operations: Approximately 200 square feet, more or less, located on the 3rd floor of the Air Traffic Control Tower at the Georgetown Municipal Airport, Georgetown, Texas, along with space to mount two antennas on the tower cab roof, as shown on Exhibit "A" (2 pages), attached hereto and made a part hereof.

SECTION 2 - TERMS

6.2.5 Term (AUG 2002)

To have and to hold, for the term commencing on March 1, 2020 and continuing through September 30, 2035 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

6.2.6 Consideration (JUL 2017)

The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of facilities upon the premises hereby leased.

6.2.7 Cancellation (JUL 2017)

The Government may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.

6.2.14 Holdover (JUL 2017)

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

6.2.16 Lessor's Successors (JUL 2017)

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

SECTION 3 - GENERAL CLAUSES

3.2.5-1-RE Officials Not to Benefit (OCT 1996)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

3.3.1-15-RE Assignment of Claims (OCT 1996)

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign its rights to be paid under this lease.

6.3.10 Maintenance of Premises (JAN 2017)

The Lessor will maintain the demised premises, including the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with the Occupational Safety and Health Administration (OSHA) requirements and National Fire Protection Association (NFPA) 70 electrical code.

6.3.16 Failure in Performance (OCT 1996)

In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this Lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this Lease.

6.3.17 No Waiver (OCT 1996)

No failure by the Government to insist upon strict performance of any provision of this Lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

6.3.18 Non-Restoration (JUL 2017)

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

6.3.26 Damage by Fire or Other Casualty (OCT 1996)

If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the Lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

6.3.28 Interference (OCT 2008)

Should there be interference with the Lessor's facility due to the FAA operations, the FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment, then the Lessor will correct the problem immediately.

6.3.29 Alterations (FEB 2019)

The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.

6.3.30 Hold Harmless (OCT 1996)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing

under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

6.3.31 Default by Lessor (OCT 1996)

Each of the following shall constitute a default by Lessor under this Lease:

A. If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time.

B. Failure to maintain, repair, operate or service the premises as and when specified in this Lease, or failure to perform any other requirement of this Lease as and when required, provided such failure which shall remain uncured for a period of time as specified by the RECO, following Lessor's receipt of written notice thereof from the RECO.

C. Repeated failure by the Lessor to comply with one or more requirements of this Lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

6.3.32 Compliance with Applicable Laws (OCT 1996)

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.

6.3.33 Covenant Against Contingent Fees (AUG 2002)

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

6.3.34 Anti-Kickback (JAN 2017)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

6.3.35 Examination of Records (AUG 2002)

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this Lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Lease so long as the Government is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

6.3.39 Integrated Agreement (OCT 1996)

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

6.3.44 Inspection (OCT 1996)

The Government reserves the right, at any time after the Lease is signed and during the term of the Lease, to inspect the leased premises and all other areas of the building to which access is necessary, to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this Lease. The Government shall have the right to perform sampling of suspected hazardous conditions.

6.3.45 Contract Disputes (JAN 2017)

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be

in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

SECTION 5 - DESIGN AND CONSTRUCTION CLAUSE

6.5.22 Installation of Antennas, Cables & Other Appurtenances (JAN 2017)

The Government shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES

6.7.1-2 Services and Utilities (JAN 2017)

Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.

A. UTILITIES

B. MAINTENANCE SERVICES

SECTION 10 - CLOSING

6.10.1 Notices (JUL 2017)

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

TO THE LESSOR:

City of Georgetown, Texas
Georgetown Municipal Airport
P.O. Box 409
Georgetown, TX 78627

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, Texas 76177

6.10.3 Signature Block (JUL 2017)

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

CITY OF GEORGETOWN, TEXAS

By: _____

Print Name: _____

Title: _____

Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____

Print Name: Teresa M. McDaniel

Title: Real Estate Contracting Officer

Date: _____

SECTION 11 – ATTACHMENTS/EXHIBITS/SPECIAL STIPULATIONS

Attachment/Exhibit List

Number	Title	Date	Number of Pages
1	Exhibit "A"	08/24/2016	2

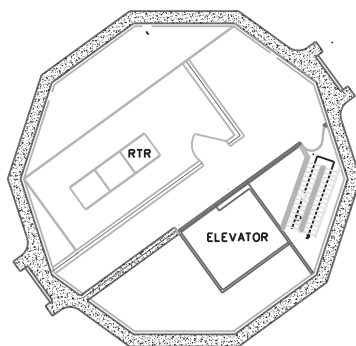
PUBLIC AUTHORIZATION CERTIFICATE

On this _____ day of _____, 2020, I _____ certify that I am the
_____ of the City of Georgetown, Texas named in the attached agreement; that
_____ who signed said agreement on behalf of the City of Georgetown, Texas is
_____ of the City of Georgetown, Texas; that said agreement was duly signed for and on
behalf of the City of Georgetown, Texas by authority of its governing body, and is within the scope of its powers.

Signed _____

- NOTES:
1. NEW EQUIPMENT RACK SHALL BE ANCHORED AND INTALLED IN THE SAME POSITION AS OLD EQUIPMENT RACK.
 2. INSTALL TWO #12 THHN CIRCUITS FROM THE NEW EQUIPMENT RACK TO THE DISTRIBUTION PANEL. INSTALLATION TO THE DISTRIBUTION PANEL BUS SHALL BE DONE BY THE SSC.
 3. INSTALL NEW LMR 400 U COAXIAL CABLE FROM THE EQUIPMENT RACK TO THE EQUIPMENT RACK TO THE EXISTING COAXIAL CABLE GOING TO THE ANTENNAS.
 4. RADIO'S SHALL BE TUNED AND CERTIFIED PRIOR TO RACK INSTALLATION.

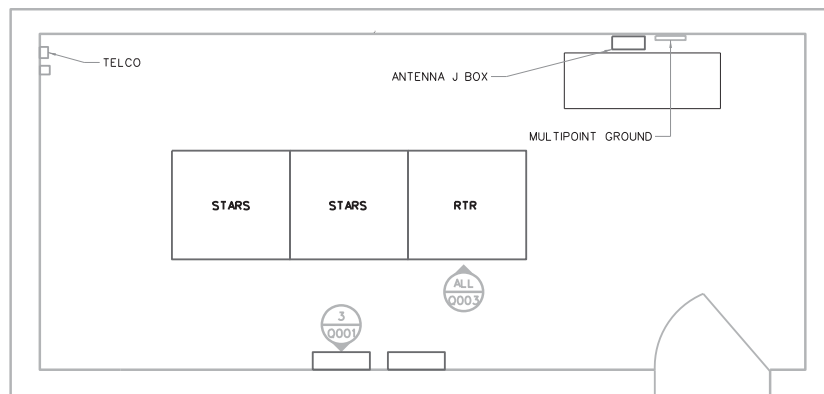
POS	BREAKER	AMP	AMP	BREAKER	POS
1	LOWER EQUIP RM RECEPTACLES	30	20	WPHONE READER	2
3	COMM BOARD RECEPTACLES	30	20	TELEBOARD RECPT 1 FL	4
5	COMM BOARD RECEPTACLES	20	20	TELEBOARD RECPT 1 FL	6
7	EQUIPMENT RACK RECEPTACLES	20	20	AC-4	8
9	EQUIPMENT RACK RECEPTACLES	20	20	AC-4	10
11	EQUIPMENT RACK RECEPTACLES	20	20	RTR	12
13	AC-4A	20	20	STAIR LIGHTS	14
15	FTI	20	20	STARS A	16
17	SF-1	20	20	STARS B	18
19	SF-1	20	100	PANEL EM-2	20
21	SF-1	20			22
23	RTU-1	60	30	SURGE PROTECTOR	24
25					26
27					28
					30



1
0001
ATCT 3RD FLOOR
NOT TO SCALE

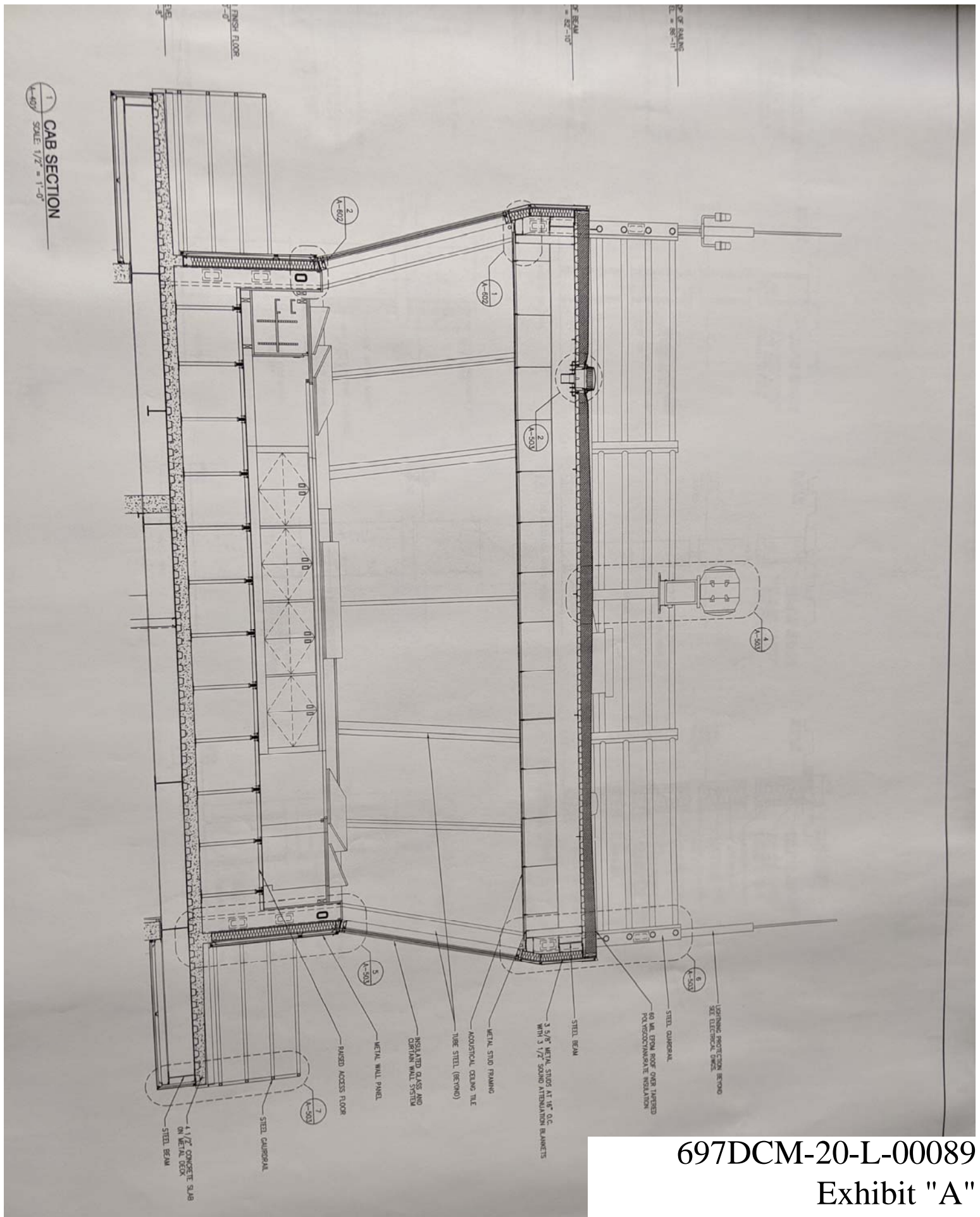


3
0001
POWER PANEL UP 1
NOT TO SCALE



2
0001
EQUIPMENT ROOM
NOT TO SCALE

A		08/24/2016		AS-BUILT (JAMSON)		1102349		08/18/2016		JJ	
REV		APPROVED DATE		DESCRIPTION		JCN		RESERVE DATE		BY	
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION ATO - TECHNICAL OPERATIONS CENTRAL SERVICE AREA RTR FLOOR PLAN AND POWER PANEL											
GEORGETOWN MUNICIPAL AIRPORT PROJECT ENGINEER JAMSON DATE 03/24/2016 JCN 1102349 ENGINEERING SERVICES COMMUNICATIONS GTU-D-RTR-0001											



697DCM-20-L-00089

Exhibit "A"

2 of 2

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

Consideration and possible action to **reduce** or **waive lease payments** from the **Red Poppy Coffee Company** while the public **library** is **closed** to the public due to the **COVID 19 pandemic** -- Eric Lashley, Library Director

ITEM SUMMARY:

The Georgetown Public Library closed to the public on March 17, 2020 due to the COVID 19 pandemic. The closure of the Library as well as orders by Williamson County have directly impacted businesses throughout our community. The Red Poppy Coffee Company has leased 590 square feet of space within the Library from the City of Georgetown for a monthly rent of \$885.00 since the Library opened in 2007. The Red Poppy Coffee Company is operating a curbside pickup service during the Library closure. As part of the lease, the City receives six percent of the gross sales from the Red Poppy Coffee's catering services within the Library. The Red Poppy Coffee Company has the right of first offer for the provisions of catering services in the Library. With the Library closed, the Red Poppy Coffee Company does not have the opportunity to earn income for catering services.

The Red Poppy Coffee Company is requesting to waive lease payments to the City while the Library is closed during the COVID 19 pandemic.

FINANCIAL IMPACT:

\$885.00 per month rent.

SUBMITTED BY:

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

The Arts and Culture Board was invited by the National Endowment for the Arts to apply for a \$10,000 Arts Engagement in American Communities Grant. The NEA does research into communities across America that have not previously received NEA funding and are doing work in their communities to engage through the arts.

The Georgetown Arts and Culture Board would like to produce a program that creates a partnership between the Georgetown Arts and Culture Program and the Georgetown Rotary Club's Field of Honor project in November 2020 to introduce a healing arts component into the Field of Honor project. The program will include a music component - "Storytelling Through Music" - which includes adapting hand-written stories and poems by veterans into lyrics and set to music and performed by a vocalist and professional musicians from Austin Classical Guitar. A visual arts component included will be "Removing the Mask", artwork created by veterans through the Resilient Me art therapy program and will feature mask making and will be exhibited at City Hall Gallery and the Field of Honor. A public art component will be a mural designed and implemented by a veteran artist and engage the community by involving community members to help paint. The mural will honor a military service dog and feature patriotic imagery that includes the Field of Honor.

FINANCIAL IMPACT:

The Arts and Culture Board was awarded the \$10,000 grant for this project from the National Endowment for the Arts.

SUBMITTED BY:

ATTACHMENTS:

Notice of Action

Award Letter

OFFICIAL NOTICE OF ACTION

National Endowment for the Arts

Action Taken: Award

Date of Action: 4/8/2020

Award Date: 4/8/2020

FEDERAL AWARD INFORMATION

Federal Award ID Number (FAIN)	1863862-59-20
Award Recipient	City of Georgetown, Texas
Award Recipient DUNS	089592372
Award Period	5/1/2020 - 1/31/2021
CFDA Number	45.024 Promotion of the Arts_Grants to Organizations and Individuals
Does the award support Research & Development?	No
Project Description	To support a healing arts program for veterans.
Grant Program and Office	Challenge America: Arts Engagement in American Communities, Arts Engagement in American Communities

AWARD AMOUNTS

Amount of Federal Funds Obligated by this Action	\$10,000.00
Total Amount of Federal Funds Obligated	\$10,000.00
Total Amount of the Federal Award	\$10,000.00

RECIPIENT CONTACTS

Role	Name
Authorizing Official	Eric Lashley (User Name - ELashley) eric.lashley@georgetown.org
Grant Administrator	Amanda Still (User Name - AStill) amanda.still@georgetown.org
Project Director	Amanda Still (User Name - AStill) amanda.still@georgetown.org

REMARKS

COST SHARE

A non-federal cost share of 100% (1:1 match) is required unless otherwise indicated in the Terms and Conditions/Important Information document.

GENERAL TERMS & CONDITIONS

This award is subject to the *General Terms & Conditions for Grants and Cooperative Agreements to Organizations (GTC)*, which outline the administrative requirements that apply to your award and your responsibilities as a recipient. You are responsible for reviewing these Terms; failure to comply may result in the disallowance of project expenditures and/or the reduction or withdrawal of NEA support for your project.

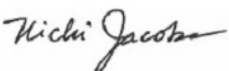
HOW TO MANAGE YOUR AWARD & eGMS REACH HANDBOOK

The *How to Manage Your NEA Award & eGMS REACH Handbook* is a companion piece to the *GTC*. It includes information about reporting requirements, requesting payment, changes to your project, and other important information.

All material can be found on our website at www.arts.gov/manage-your-award/awards-after-oct1-2017-to-organizations.

CONTACT INFORMATION Email grants@arts.gov. Phone (202) 682-5403.

AWARDING OFFICIAL



Nicki Jacobs
Director, Office of Grants Management

Dear Eric Lashley:

On behalf of the National Endowment for the Arts, it is a pleasure to inform you that your organization has been awarded a grant.

Carefully review your award documents, which include the official Notice of Action with information on the period of performance, the award amount, and the Terms and Conditions that apply to your project.

Award materials to manage and administer the award are online at www.arts.gov/manageaward. The *General Terms & Conditions*, which adopts OMB's Uniform Guidance (2 CFR 200), provides detailed information concerning the NEA's regulations and procedures, the administrative requirements that apply to your award, and your responsibilities as a recipient. Instructions for requesting award funds and reporting on your project are also on our website.

If you have any questions regarding the administrative requirements of this award, our Office of Grants Management staff will be happy to assist you. They may be reached at grants@arts.gov or through the Messages tab in REACH.

Congratulations on your award!

Sincerely,



Mary Anne Carter
Chairman

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

The Georgetown Arts and Culture Board would like to produce a program that creates a partnership between the Georgetown Arts and Culture Program and the Georgetown Rotary Club's Field of Honor project in November 2020 to introduce a healing arts component into the Field of Honor project. The program will include a music component - "Storytelling Through Music" - which includes adapting hand-written stories and poems by veterans into lyrics and set to music and performed by a vocalist and professional musicians from Austin Classical Guitar. A visual arts component included will be "Removing the Mask", artwork created by veterans through the Resilient Me art therapy program and will feature mask making and will be exhibited at City Hall Gallery and the Field of Honor. A public art component will be a mural designed and implemented by a veteran artist and engage the community by involving community members to help paint. The mural will honor a military service dog and feature patriotic imagery that includes the Field of Honor.

FINANCIAL IMPACT:

The Arts and Culture Board submitted this project to the Texas Commission on the Arts for a \$10,000 grant. The TCA awarded this project \$4,000.

SUBMITTED BY:

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

Consideration and possible action to approve a Resolution **abandoning portions** of a **Temporary Access** and **Drainage easement servicing the Jennings Branch Water Storage Tank** (Sun City 2); and, authorizing the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:

In 2003, the City was granted a temporary access and drainage easement to service its water storage tank located near Jennings Branch Road north of Sun City. The easements were supposed to provide temporary access until such time as Ronald Reagan was open and the property developed.

Since 2003, the property has been sold to Plazo Tierra, LLC, Aaronson Tierra, LLC, and Furman Tierra, LLC. Development of the property is approaching and the owners wish to relocate the access to facilitate development. Additionally, the location of Ronald Reagan was moved, after conveyance and prior to road construction, and the drainage easement provided no longer provides drainage conveyance to the roadway. The owners are requesting that the existing easement be vacated in return for replacement easement rights, now being finalized with staff. Additionally, replacement access and drainage infrastructure is now under construction.

Staff recommends approval of this item.

ABD-2019-029

FINANCIAL IMPACT:

N/A. All costs of construction and document recordation are the responsibility of the developer.

SUBMITTED BY:

Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Resolution Package

Esmnt to be Abandoned

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN
RELEASING AND ABANDONING PORTIONS OF A TEMPORARY ACCESS
AND DRAINAGE EASEMENT GRANTED TO THE CITY OF GEORGETOWN
IN DOCUMENT NO. 2003087320 IN THE OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS (O.P.R.W.Co.Tx).**

WHEREAS, the City of Georgetown (the “City”) has received an application from Plazo Tierra, LLC, a Texas limited liability company, Aaronson Tierra, LLC, a Texas limited liability company, and Furman Tierra, LLC a Texas limited liability company, (collectively, “Owners”) for the release and abandonment of the above described easement, as was granted to the City by 2003087320 in the O.P.R.W.Co.Tx (the “Easement”); and

WHEREAS, said Easement was dedicated for the purpose of accessing, and providing stormwater drainage for, a water storage tank owned by the City of Georgetown on the 1.616 acre tract described in Doc. No. 2003110378 O.P.R.W.Co.Tx; and,

WHEREAS, Plazo Tierra, LLC is now owner of a 134.33 acre tract as described in Doc. No. 2019110963 O.P.R.W.Co.Tx, which is encumbered by a portion of the Easement (“Tract 1”); and,

WHEREAS, Aaronson Tierra, LLC and Furman Tierra, LLC are now owners, each with a 50% interest, of a 113.393 acre tract as described in Doc. No. 2019110964 O.P.R.W.Co.Tx, which is encumbered by a portion of the Easement (“Tract 2”); and,

WHEREAS, additional easements are to be granted and replacement access infrastructure installed by Owners, at no cost to the City, to provide the City access and drainage support for its water tank; and,

WHEREAS, upon considering the request for release and abandonment of the Easement, and additional information pertaining to the request, the City Council now finds that a public need for the Easement no longer exists and it may, therefore, be abandoned and released to the respective owners of Tract 1 and Tract 2, upon receipt of all required additional easements and acceptance of a replacement access and drainage infrastructure by City Staff.

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

Resolution No. _____

Somerset/Jennings Branch Tank, ABD-2019-029

CoG Map Quad I-62/63

Date Approved: _____

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

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

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

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

RESOLVED this _____ day of _____, 2020.

CITY OF GEORGETOWN

ATTEST:

By: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

QUITCLAIM DEED

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

DATE: _____, 2020

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

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

GRANTEE: Plazo Tierra, LLC

GRANTEE'S Mailing Address (including County): 801 W. 5th St., Apt 206, Austin, Travis County, Texas 78703

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, as granted in Document 2003087320 of the Official Public Records of Williamson County, Texas, across that certain 134.33 acre tract of land located in the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas, being more particularly described Document 2019110963, Official Public Records of Williamson County, Texas.

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

[Signatures appear on the following page]

EXECUTED this the _____ day of _____, 2020.

GRANTOR:
CITY OF GEORGETOWN

ATTEST:

BY: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

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

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

Notary Public, State of Texas

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

QUITCLAIM DEED

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

DATE: _____, 2020

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

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

GRANTEE: Aaronson Tierra, LLC (undivided 50% interest)
Furman Tierra, LLC (undivided 50% interest)

GRANTEE'S Mailing Address (including County): 2550 17th St 201, Washington, D.C., 20009

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, as granted in Document 2003087320 of the Official Public Records of Williamson County, Texas, across that certain 113.393 acre tract of land located in the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas, being more particularly described Document 2019110964, Official Public Records of Williamson County, Texas.

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

[Signatures appear on the following page]

EXECUTED this the _____ day of _____, 2020.

GRANTOR:
CITY OF GEORGETOWN

ATTEST:

BY: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

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

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

Notary Public, State of Texas

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

TEMPORARY ACCESS AND DRAINAGE EASEMENT

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

That, DEL WEBB TEXAS LIMITED PARTNERSHIP, an Arizona limited partnership, "GRANTOR", for and in consideration of the payment of TEN and NO/100 DOLLARS, and other good and valuable consideration, in hand paid to GRANTOR by the CITY OF GEORGETOWN, TEXAS, "GRANTEE", the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the said GRANTEE, certain rights and interests in the nature of a perpetual access easement for ingress and egress on and through the following described property:

Being 2.776 acre (120,942 square feet) of land out of the Frederick Foy Survey, Abstract Number 229 in Williamson County, Texas and being a portion of a called 301.519 acre tract conveyed to Del Webb Texas Limited Partnership by Deed recorded in Document Number 9620533 of the Williamson County Official Records and also being a portion of a called 230.859 acre tract conveyed to Del Webb Texas Limited Partnership by Deed recorded in Document Number 9717655 of the Williamson County Official Records, more particularly described in Exhibit "A" attached hereto

upon, over, and across said property as herein described. Said easement shall be used solely for access to the Sun City Water Tower No. 2 site for routine operation and maintenance as needed; and

a temporary drainage easement on and through the following described property:

Being a 0.9267 acres (40,368 square feet) of land out of the Frederick Foy Survey, Abstract Number 229 in Williamson County, Texas and being a portion of a called 301.519 acre tract conveyed to Del Webb Texas Limited Partnership by deed recorded in Document Number 9620533 of the Official Records of Williamson County, Texas and also being a portion of a called 230.859 acre tract conveyed to Del Webb Texas Limited Partnership by deed recorded in Document Number 9717655 of the Official Records of Williamson County, Texas, more particularly described in Exhibit "B" attached hereto.

Grantee and Grantor agree the use of the drainage easement is, to use, operate, inspect, repair, maintain, reconstruct, modify and remove drainage swales, drainage pipes and all other drainage structures surface and subsurface upon, over, and across said property as herein described. Notwithstanding anything to the contrary contained herein, Grantee and its successors and assigns shall maintain said easement including, but not limited to, keeping the inlet grates clear and free of leaves, grass clippings, or other debris that would interfere with the flow of storm water into the system. In the event Grantee and its successors and assigns fail to maintain said easement, Grantor has the right, but not the obligation, to maintain said easement and charge Grantee and its successors and assigns for the cost of said maintenance and repair.

It is the intent of the parties to these easements that there shall be no third party beneficiaries to the easements and the rights conveyed by the easements may be enforced only by the Grantee and Grantor. Nothing herein shall be construed as a dedication of any right or interest to the public or any member of the public. The easements shall run with the land.

These temporary easements, and the rights and privileges granted by this conveyance, are exclusive, and Grantor covenants not to convey any other easement(s) or conflicting rights in the area covered by this grant to the extent that Grantor or future owners of the property reserve the exclusive right to provide access to the property via a more favorable route of its choice, at which time Grantor, or the future owners, shall grant an alternative access easement in lieu hereof for Grantee to access the property, which may necessitate a change in location of the related drainage easement, as well.

TO HAVE AND TO HOLD the rights and interests herein described unto the CITY OF GEORGETOWN, TEXAS, and its successors and assigns, forever, and GRANTOR does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF GEORGETOWN, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

EXECUTED this 25th day of August, 2003.

GRANTOR:

DEL WEBB TEXAS LIMITED PARTNERSHIP,
an Arizona limited partnership

By: Del Webb Southwest Co., an Arizona corporation
Its: General Partner

By: Gary L. Newman

Name: Gary L. Newman

Title: Vice President

APPROVED AS TO FORM:

Patricia E. Carls
Patricia E. Carls, Brown & Carls, LLP
Georgetown City Attorney

Return to:
@ City of Georgetown
P.O. Box 409
Georgetown, TX 78627

STATE OF TEXAS

§
§
§

ACKNOWLEDGMENT

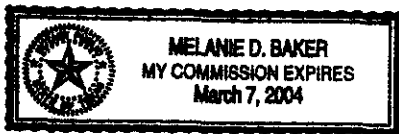
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this 25TH day of AUGUST, 2003, by Gary L. Newman, a person known to me in his or her capacity as Vice President of Del Webb Southwest Co., as general partner of Del Webb Texas Limited Partnership, on behalf of said limited partnership.

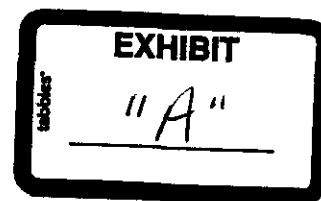
[SEAL]

Melanie D. Baker

Notary Public, in and for
the State of Texas



**PROPOSED ACCESS EASEMENT
METES AND BOUNDS DESCRIPTION
2.776 ACRES (120,942 SQ. FT.)
FREDERICK FOY SURVEY, ABSTRACT NO-229
WILLIAMSON COUNTY, TEXAS**



Being 2.776 acres (120,942 square feet) of land out of the Frederick Foy Survey, Abstract Number 229 in Williamson County, Texas and being a portion of a called 301.519 acre tract conveyed to Del Webb Texas Limited Partnership by Deed recorded in Document Number 9620533 of the Williamson County Official Records and also being a portion of a called 230.859 acre tract conveyed to Del Webb Texas Limited Partnership by Deed recorded in Document Number 9717655 of the Williamson County Official Records. Said 2.776 acre tract being more particularly located and described as follows with all bearings being referenced to the Texas State Plane Coordinate System NAD 83/HARN 93 Datum, Texas Central Zone, with all distances adjusted to surface by multiplying by a combined scale factor of 1.00014:

BEGINNING at a fence post with a 40"d" nail found in the east base, marking the northeast boundary corner of said 230.859 acre Del Webb tract, the southeast corner of a remainder portion of a called 300.056 acre tract conveyed to Myra Young Langenegger (a.k.a. Myra Young) by deed recorded in Volume 2094, Page 768 of the official records of Williamson County, Texas and being a point in the west line of a called 963.84 acre tract conveyed to John F. Yearwood by deed recorded in Volume 1813, Page 665 of the official records of Williams County, Texas;

THENCE, South 22°21'51" East, 532.46 feet, along the east line of said 230.859 acre Del Webb tract same being the west line of said 963.84 acre Yearwood tract, to a fence corner post found for the southwest corner of said 963.84 acre Yearwood tract and the northwest corner of said 301.519 acre Del Webb tract;

THENCE, North 68°08'40" East, 1453.60 feet, along the common line of said 963.84 acre Yearwood tract and said 301.519 acre Del Webb tract, to a 1/2-inch iron rod set for the northwest corner of a proposed water storage tank site and the northeast corner of the herein described 2.776 acre tract;

THENCE, South 22°06'49" East, 73.03 feet, crossing said 301.519 acre Del Webb tract, to a 1/2-inch iron rod set for an angle point in the west line of a proposed water storage tank site;

THENCE, South 21°48'56" East, 102.13 feet, continuing to cross said 301.519 acre Del Webb tract, to a point, for the southeast corner hereof and being a point in the west line of a proposed water storage tank site;

THENCE, 74.74 feet, along the arc of a curve to the right, said curve containing the following elements, a Radius of 75.00 feet, a delta angle of 57° 05'47" and chord bearing and distance of North 46°33'20" West, 71.68 feet, to a point hereof;

THENCE, 122.85 feet, along the arc of a curve to the left, having a Delta angle of 93°50'55", a radius of 75.00 feet and a chord bearing and distance of North 64°55'54" West, 109.57 feet, to a point for corner hereof;

THENCE, South 68°08'40" West, 1198.75 feet, along a line 30.0 feet south of and parallel to the north line of said 301.519 acre Del Webb tract, to an angle point hereof;

THENCE, South 50°08'02" West, 133.86 feet, crossing over the common boundary line of said 301.519 acre and 230.859 acre Del Webb tracts, to a point of curvature hereof;

THENCE, 164.24 feet along the arc of a curve to the right, having a Delta angle of 125°28'24", a radius of 75.00 feet and a chord bearing and distance of North 67°07'47" West, 133.34 feet to an angle point hereof;

THENCE, North 04°23'26" West, 134.54 feet, to an angle point hereof;

THENCE, North 22°21'51" West, 277.83 feet, along a line 30.0 foot west of and parallel to the east line of said 230.859 acre Del Webb tract, to a point of curvature hereof;

THENCE, 116.68 feet, along the arc of a curve to the left, said curve containing the following elements, a Radius of 75.00 feet, a delta angle of 89° 13'00" and chord bearing and distance of North 66°58'21" West, 105.34 feet, to a point for corner hereof;

THENCE, South 68°25'09" West, 592.19 feet, along a line 30.0 feet south of and parallel to the north line of said 230.859 acre Del Webb tract, to an angle point hereof;

THENCE, South 69°00'42" West, 271.27 feet, along a line 30.0 feet south of and parallel to the north line of said 230.859 acre Del Webb tract, to a point of curvature hereof;

THENCE, South 50°50'55" West, 153.51 feet, to a point of curvature hereof;

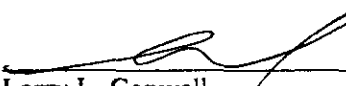
THENCE, 101.84 feet, along the arc of a curve to the left, said curve containing the following elements, a Radius of 75.00 feet, a delta angle of 77° 47'53" and chord bearing and distance of South 89°44'51" West, 94.19 feet, to a point of reverse curvature hereof;

THENCE, 93.72 feet, along the arc of a curve to the left, said curve containing the following elements, a Radius of 90.00 feet, a delta angle of 59° 39'43" and chord bearing and distance of North 81°11'04" West, 89.54 feet, to a point in the north line of said 230.859 acre Del Webb tract for the northwest corner hereof;

THENCE, along the north line of said 230.859 acre Del Webb tract and south line of said Myra Young Langenegger tract, the following Two (2) courses and distances:

1. North 69°00'42" East, 582.74 feet, to an angle point hereof;
2. North 68°25'09" East, 695.61 feet, to the **POINT OF BEGINNING** containing a computed area of 2.776 acres (120,942 square feet) of land, more or less.

This metes and bounds description is accompanied by a sketch of easement.

 8-6-03
Larry L. Conwell
Registered Professional Land Surveyor
Texas Registration Number 4002

Prepared by:
SURVCON INC.
400 West 15th, Suite 1030
Austin, Texas 78701
May 30, 2003 revised July 8, 2003

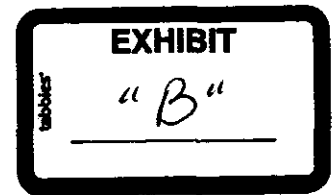
SURVCON Job No. 4795-06



Page 2 of 2

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**PROPOSED DRAINAGE EASEMENT
METES AND BOUNDS DESCRIPTION
0.9267 ACRES (40,368 SQ. FT.)
FREDERICK FOY SUVEY, ABSTRACT NO-229
WILLIAMSON COUNTY, TEXAS**



Being 0.9267 acres (40,368 square feet) of land out of the Frederick Foy Survey, Abstract Number 229 in Williamson County, Texas and being a portion of a called 301.519 acre tract conveyed to Dell Webb Texas Limited Partners by Deed recorded in Document Number 9620533 of the Williamson County Official Records and also being a portion of a called 230.859 acre tract conveyed to Dell Webb Texas Limited Partners by Deed recorded in Document Number 9717655 of the Williamson County Official Records. Said 0.9267 acre tract being more particularly located and described as follows with all bearings being referenced to the Texas State Plane Coordinate System NAD 83/HARN 93 Datum, Texas Central Zone, with all distances adjusted to surface by multiplying by a combined scale factor of 1.00014:

COMMENCING at a fence post with a 40"d" nail found in the east base, marking the northeast boundary corner of said 230.859 acre Dell Webb tract, the southeast corner of a remainder portion of a called 300.056 acre tract conveyed to Myra Young by deed recorded in Volume 2094, Page 768 of the official records of Williams County, Texas and being a point in the west line of a called 963.84 acre tract conveyed to John F. Yearwood by deed recorded in Volume 2094, Page 768 of the official records of Williams County, Texas;

THENCE, South 22°21'51" East, 532.46 feet, along the east line of said 230.859 acre Dell Webb tract same being the west line of said 963.84 acre Yearwood tract, to a fence corner post found for the southwest corner of said 963.84 acre Yearwood tract and the northwest corner of said 301.519 acre Dell Webb tract;

THENCE, North 68°08'40" East, 1453.60 feet, along the common line of said 963.84 acre Yearwood tract and said 301.519 acre Dell Webb tract, to a 1/2-inch iron rod set for the northwest corner of a proposed water storage tank site;

THENCE, South 22°21'51" East, 73.03 feet, crossing said 301.519 acre Dell Webb tract, to a 1/2-inch iron rod set for an angle pointing the west line of a proposed water storage tank site;

THENCE, South 21°48'56" East, 159.36 feet, continuing to cross said 301.519 acre Dell Webb tract, to a 1/2-inch iron rod set, for the southwest corner of a proposed water storage tank site and being a point in the curving north line of the proposed Palmer Lane extension;

THENCE, 135.60 feet, along the arc of a curve to the right, said curve containing the following elements, a Radius of 5130.00 feet, a delta angle of 01° 30'52" and chord bearing and distance of North 81°58'13" East, 135.60 feet, to a 1/2-inch iron rod set for the **POINT OF BEGINNING** and being the northeast corner of the herein described 0.9267 acre easement;

THENCE, across said proposed Palmer Lane extension and across said 301.519 care Dell Webb tract the following two (2) courses and distances:

1. South 08°57'46" East, 20.01 feet, to a 1/2-inch iron rod set for the southeast corner hereof and being a point on the arc of a non-tangent curve to the left;

2. 2014.74 feet along the arc of the non-tangent curve to the left, having a Delta angle of $22^{\circ}35'25''$, a radius of 5110.00 feet and a chord bearing and distance of South $71^{\circ}26'20''$ West, 2001.72 feet, crossing over the common boundary line of said 301.519 acre and 230.859 acre Dell Webb tracts, to a 1/2-inch iron rod set for the southwest corner of the herein describe easement;

THENCE, North $29^{\circ}51'23''$ West, a distance of 20.00 feet to a point on the arc of a non-tangent curve to the right for a corner of this tract;

THENCE, 2022.06 feet along the arc of the non-tangent curve to the right, being the north line of Proposed Palmer Lane Extension and having a Delta angle of $22^{\circ}35'02''$, a radius of 5130.00 feet and a chord bearing and distance of North $71^{\circ}26'08''$ East, 2008.97 feet to the **POINT OF BEGINNING** containing a computed area of 0.9267 acres (40,368 square feet) of land, more or less.

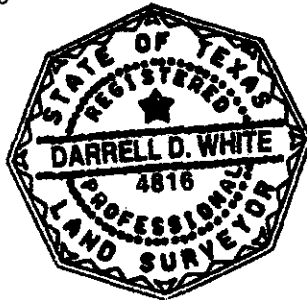
This metes and bounds description is accompanied by a sketch of easement.



Darrell D. White
Registered Professional Land Surveyor
Texas Registration Number 4816

Prepared by:
SURVCON INC.
400 West 15th, Suite 1030
Austin, Texas 78701

SURVCON Job No. 4795-06
May 30, 2003



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

09-05-2003 01:19 PM 2003087320
CARRILLO \$25.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

Consideration and possible action to approve the purchase of **fire and rescue equipment** from **Metro Fire Apparatus Specialist** using the **Buy Board Contract #603-20** at a total cost not to exceed **\$150,000.00** for the **fiscal year 2019-2020** -- John Sullivan, Fire Chief

ITEM SUMMARY:

These purchases are through the Buy Board Contract # 603-20

The Georgetown Fire Department purchases fire and rescue equipment for new apparatus. Two new apparatus (Engine & Brush Truck) have been delivered with the third new apparatus being delivered at the end of April. The anticipates expenditures for FY 2019-2020 will total approximately \$150,000.

Staff has determined that the best value for the City is to procure the required equipment from Metro Fire Apparatus Specialist using the competitively bid Buy Board Contract #603-20. 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.

Currently, the Fire Department procuring fire and rescue equipment for the department's new brush truck, engine, and rescue unit so these units can be placed in service as soon as possible.

FINANCIAL IMPACT:

Funding is allocated in 2019-20 budget.

GL 242-5-0422-51-550

GL 100-5-0422-51-990

GL 100-5-0422-51-500

SUBMITTED BY:

M. Heyward

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

Consideration and possible action to approve the **purchase** for **equipment** and **maintenance** of **Self-Contained Breathing Apparatus (SCBAs)** from **Municipal Emergency Services (MES)** using the **Buy Board Contract #603-20** at a total cost not to exceed **\$67,000.00** for the **fiscal year 2019-2020** -- John Sullivan, Fire Chief

ITEM SUMMARY:

These purchases are through the Buy Board Contract # 603-20

Municipal Emergency Services is our current SCOTT Safety dealer that performs the maintenance and repairs on our self-contained breathing apparatus. The Georgetown Fire Department purchases parts and replacement equipment for the SCBAs on an as needed basis through the year. The anticipates expenditures for FY 2019-2020 will total approximately \$67,000.00.

Due to the age of these SCBAs, maintenance and repairs cost are increasing. These are budgeted for replacement and the new SCBAs will be ordered before the end of the year.

Staff has determined that the best value for the City is to procure the equipment and maintenance from MES using their competitively bid Buy Board Contract #603-20. 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.

Currently, the Fire Department anticipates procuring the following items immediately:

Self-Contained Breathing Apparatus (SCBAs) replacement mask, annual testing, maintenance, parts, and repairs.

FINANCIAL IMPACT:

Funding is allocated in 2019-20 budget.

GL 100-5-0422-51-143

GL 100-5-0422-51-500

SUBMITTED BY:

Clay Shell, Assistant Fire Chief

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

Consideration and possible action to approve the **purchase of firefighting equipment and personal protective clothing** from **CASCO Industries** using the **Buy Board Contract #603-20** at a total cost not to exceed **\$92,740.00** for the **fiscal year 2019-2020** -- John Sullivan, Fire Chief

ITEM SUMMARY:

These purchases are through the Buy Board Contract # 603-20

The Georgetown Fire Department purchases new equipment, personal protective clothing (PPE), and equipment for new apparatus. The anticipates expenditures for FY 2019-2020 will total approximately \$92,740.00.

The Wildland/Tech PPE is for new personnel and to replace Wildland/Tech PPE that has reached it's end of life cycle.

The fire and rescue equipment are for the two new apparatus (Engine & Rescue). The Engine was delivered in March and the Rescue schedule for a late May delivery.

Staff has determined that the best value for the City is to procure the required gear from Casco Industries using their competitively bid Buy Board Contract #603-20. 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.

Currently, the Fire Department anticipates procuring the following items immediately:

\$15,000.00 – 20 sets of Wildland/Tech Rescue Gear

\$10,000.00 – Firefighting gloves

\$28,000.00 – Firefighting boots

\$14,000.00 – Firefighting protective hoods

\$15,000.00 – Equipment replacement fire hose, adaptors, etc.

\$5,359.00 – Engine 7 equipment to outfit the new apparatus (List Attach)

\$5,381.00 – Rescue 5 equipment to outfit the new apparatus (List Attach)

FINANCIAL IMPACT:

Funding is allocated in 2018-19 budget.

GL 100-5-0422-51-990

GL 100-5-0422-51-734

GL 100-5-0422-51-730

GL 100-5-0448-51-730

SUBMITTED BY:

Clay Shell, Assistant Fire Chief

ATTACHMENTS:

Engine 7 and Rescue 5

Engine 7 required equipment list

QTY	Description	Manufacturer	Part Number	Cost	Total
1	Harrington manifold 5" storz X 5" storz w/ (2) 2.5" SM Outlet	Casco	H301-50-50-25NH	2521.05	2521.05
1	Elkhart manifold 2.5" Female X (2) 1.5" male (1) 2.5" male	Casco	464004	950.25	950.25
1	Elkhart 2.5" F X (2) 1.5" M wye with aluminum long handles	Casco	02507101 B-100A	231	231
1	Elkhart 2.5" F X (2) 1.5" M wye with aluminum long handles W/ pressure gauge	Casco		336	336
2	1.5" DBL Female	Casco	KOE 35R1515	16.8	33.6
2	1.5" DML Male	Casco	KOE 36R1515	9	18
2	2.5" DBL Female	Casco	KOE 35R2525	21	42
2	2.5" DBL Male	Casco	KOE 36R2525	13	24.8
3	2.5" Female X 1.5" Male	Casco	KOE 37R2515	15	30
2	4.5" female swivel long handle X 5" storz	Casco	KOE S54L54	136.5	273
2	2.5" Female X 2.5" Male 45 angle/swivel	Casco		147	294
1	2.5" cap	Casco		52.5	52.5
2	Storz hydrant adaptor	Casco		276.15	552.3
TOTAL					5358.5

Rescue 5 Equipment Required List

Number of Item	Cost	Total	Vendor
1 PPV- gas powered	3100	3100	Casco
1 PPV- electric powered	2281	2281	Casco
Total	5381		

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

Consideration and possible action to approve the **purchase of personal protective clothing** from **CASCO Industries** at a total cost not to exceed **\$243,533.50** for the **fiscal year 2019-2020** -- John Sullivan, Fire Chief

ITEM SUMMARY:

CASCO Industries is the exclusive authorized distributor for all Globe Manufacturing products in Texas, Oklahoma, Louisiana, Kansas, and Arkansas.

All the departments current personal protective clothing for structural firefighting is made by Globe Manufacturing.

Globe Manufacturing offers exclusive Texas Pricing for Globe ATHLETIX personal protective clothing.

The PPE is for new personnel and to replace PPE that has reached it's end of life cycle.

The Fire Department anticipates procuring the following items immediately:

\$243,533.50 – 65 sets of structural PPE

FINANCIAL IMPACT:

Funding is allocated in 2018-19 budget.

GL 100-5-0422-51-990

GL 100-5-0422-51-734

GL 100-5-0422-51-730

GL 100-5-0448-51-730

SUBMITTED BY:

John Sullivan, Fire Chief

ATTACHMENTS:

Globe Manufacturing Exclusive Authorized Distributor Letter

CASCO PPE Quote

January 17, 2020

To Whom It May Concern,

This letter is to confirm that Casco Industries, Inc. is the exclusive authorized distributor for **all Globe products** in Texas, Oklahoma, Louisiana, Kansas and Arkansas.

Globe is a 133-year old business engaged in the manufacture of turnout clothing for the fire and rescue industry. We take great pride in the design and construction of our garments and strive to continue to make the best products available in today's marketplace. We do business as Globe Manufacturing Company, LLC servicing a variety of needs. In addition, we offer care & cleaning services and training.

Casco Industries, Inc. and Globe Manufacturing Company, LLC have been strong partners for many years. By working together, we provide the high quality service that all of our customers expect and deserve.

We appreciate your interest in Globe Manufacturing Company products.

Sincerely,
GLOBE MANUFACTURING COMPANY, LLC

Mark Dolim

Mark Dolim
Customer Support Services Manager

MD



SHIP TO: Georgetown Fire
300-1 Industrial Ave
georgetown, Texas 78626

ATTN: Rebel

PHONE: 512-930-3600

EMAIL: bill.sherek@georgetown.org

CREDIT CARD:		Athletix Pricing For Texas	COST	CUST PO NUMBER		SALES REP	SALES REP REF #
NAMEEXP DATE						181	
NUMBER/CODE/ZIP				TERMS	FREIGHT	DATE	FORM TYPE
TRANSACTION ID#					ADD	4/15/2020	QUOTE
ITEM	LOC	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT
		TXA-Georgetown FD Quote #021920-2G01 exp. 12/31/20				\$ -	\$ -
1		GLO- A42N2G10, Coat, ATHLETIX Black, Kombat STRH,		65		\$ 1,978.00	\$ 128,570.00
		Caldura nano, crosstech black,globe guard, added mic				\$ -	\$ -
		strap, vert storm flap, thumb hole loop, comfort trim				\$ -	\$ -
		L/Y HV, GEORGETOWN @ arch, hanging letter patch for				\$ -	\$ -
		FFs names, survivor light strap Right, radio left w/ mic				\$ -	\$ -
		strap above				\$ -	\$ -
						\$ -	\$ -
2		GLO- 3" L/Y Letters- Firefihghters name		650		\$ 3.25	\$ 2,112.50
						\$ -	\$ -
3		GLO- B42N2G10, PANT, Atheletix, Kombat STRH,		65		\$ 1,736.00	\$ 112,840.00
		Caldura nano/Crosstech Black, globe guard, silizone				\$ -	\$ -
		padded knees, dragon hide knees & cuff, (9) RAPLPS				\$ -	\$ -
		VLC/Snaps, Right escape pocket, full nomex belt				\$ -	\$ -
						\$ -	\$ -
4		GLO- B42N2G10, PANT same as above but w/ escape				\$ -	\$ -
		belt \$ 1,736.00				\$ -	\$ -
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City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

Consideration and possible action authorizing the **submittal** of a **grant application** to the Federal Emergency Management Agency (**FEMA**) and **Texas Department of Emergency Management** for **public assistance** related to the **COVID-19 pandemic** emergency preparedness and response -- Leigh Wallace, Finance Director

ITEM SUMMARY:

Staff requests Council approval to apply for reimbursement of eligible expenses for the COVID-19 pandemic. If awarded, staff will return to Council for approval to accept the award.

FEMA will pass the grant funds through TEDM. The City is in the process of setting up the FEMA and TEDM accounts and reconciling expenses before applying for funds.

FINANCIAL IMPACT:

The City may receive up to 75% of reimbursement for eligible costs. A full accounting of eligible costs is still in process as the event is ongoing. The timeline to receive reimbursement is also not known.

SUBMITTED BY:

Leigh Wallace, Finance Director

ATTACHMENTS:

FEMA Grant Summary

City of Georgetown

COVID-19 Supplemental Funding Status Update

Overview: The City of Georgetown has the opportunity to receive financial assistance for COVID-19 related expenses from the Federal Emergency Management Agency (FEMA) in cooperation with the Texas Division of Emergency Management (TDEM), and also from the Coronavirus Emergency Supplemental Funding Program by way of the Texas Governor's Public Safety Office (PSO).

In the interest of potentially taking advantage of this opportunity, COG personnel have been taking the following steps to ensure informed participation and compliance with the funding requirements:

- Submitted a Disaster Summary Outline (DSO) to TDEM in compliance with their supplemental funding application requirements.
 - o We are required to provide updates to the DSO as the situation evolves. The current version of our DSO requests assistance in the amount of **\$195,795.23**, but we anticipate updates to this amount in the future.
- Attending daily conference calls provided by TDEM to share information and answer questions regarding financial management of COVID-19 response.
- Working to gain access to the FEMA and TDEM Grants Management systems in order to properly manage the application process and provide the required documentation for compliance.
- On Thursday 4/23, finance personnel will attend a FEMA streamlined funding application workshop for more information on how to fill out the application for funding.
- The COVID-19 and Grants Management event codes have been established in Workday in order to track time entry and expenditures associated with COVID-19 response.
- A shared-drive folder has been established to manage documentation of COVID-19 related expenses and activities in order to maintain compliance with funding requirements.

Other Information:

- FEMA/TDEM COVID-19 Supplemental Funding requires a 25% match.
 - o Donated items, such as masks, can be considered part of the 25% match.
- We are waiting on direction from TDEM regarding whether to apply for assistance from the Governor's PSO or from FEMA/TDEM first.
 - o We anticipate receiving assistance from both entities due to differences in allowable expenditures required by each entity.

City of Georgetown

COVID-19 Supplemental Funding Status Update

Attached to this status update are the Grant Application Review Forms (Attachment B, as required by the City of Georgetown Grants Management Policy) for both FEMA/TDEM and Governor's PSO financial assistance. The information we have at present regarding funding amounts and dates is tentative and subject to change as the situation evolves, so Attachment A (Grant File Checklist) and Attachment C (Budget Request Form) have not yet been completed.

Also attached is a copy of the FEMA Disaster Financial Management Fact Sheet detailing recommended procedures to maintain compliance with FEMA funding requirements, as well as a copy of Governor Abbott's April 15 Press Release announcing the funding opportunity provided by the Governor's PSO and a list of allowable expenditures.

Disaster Financial Management Guide and COVID-19 Response

Background

On March 13, 2020, President Trump declared that the ongoing Coronavirus Disease 2019 (COVID-19) pandemic was of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the “Stafford Act”).

Many government and private sector/nonprofit resources and programs are available to help jurisdictions respond and recover. Navigating various eligibility requirements and application processes can pose administrative challenges. Disaster funding or cost reimbursements are often delayed or not approved because of incomplete paperwork, missed steps in the process or a lack of understanding of the eligibility criteria.

The recently released Disaster Financial Management Guide can help a jurisdiction successfully use all available Federal resources for disaster recovery, to include the COVID-19 Supplemental Funding.

The Disaster Financial Management guide identifies the capabilities and activities necessary to prepare and successfully implement disaster financial management while maintaining fiscal responsibility throughout response and recovery operations. It includes guidance for recipients and sub-recipients on:

- Considerations and practices for tracking, calculating and justifying the cost of an emergency.
- Supporting local reimbursement reconciliation.
- Avoiding deobligation of grant funding.
- Effectively funding and implementing recovery projects and priorities.

COVID-19 SUPPLEMENTAL FUNDING

To support COVID-19 response and recovery, supplemental funding is available under recently enacted laws, to include:

- Coronavirus Aid, Relief and Economic Security (CARES) Act
- Coronavirus Preparedness and Response Supplemental Act
- Families First Response Act

Although the Disaster Financial Management Guide takes an all-hazards approach and addresses a broad range of issues that jurisdictions face, the concepts, principles and resources it outlines directly apply to the current operational environment and ongoing COVID-19 response and recovery efforts.

On the following page, this Fact Sheet briefly summarizes relevant financial management concepts and principles discussed in the Disaster Financial Management Guide.



FEMA

Financial Management Practices to Use During the COVID-19 Response

The following concepts and principles are found in the Disaster Financial Management Guide. Jurisdictions should consider implementing these activities during the ongoing response to, and recovery from, COVID-19.

Portfolio and Project Management

Project management entails accurately managing the complex disaster budget to pay all bills, release funding according to schedule and maintain accurate financial records and documents. Portfolio management are the prioritizes and authorizes the group of related projects or programs to achieve a strategic objective.

Knowledge of Procurement and Contract Practices

Jurisdictions must follow Federal procurement under grants and subawarding regulations, as well as applicable state, local, tribal or territorial (SLTT) requirements. Follow the rule that will comply with all applicable layers of rules—sometimes Federal rules are more restrictive; sometimes SLTT rules are.

Document All Expenditures Related to the COVID-19 Response

Jurisdictions should document every expenditure related to response and recovery, including equipment and materials used, and differentiate them from general operational costs. Using cost eligibility requirements helps jurisdictions justify each expenditure and directly relate it to the COVID-19 response and recovery.

Log and Track Time and Expenses

Disaster cost reimbursement requires accurate and detailed records of the time and cost associated with the response actions. Initiating a disaster accounting general ledger is good way to track time and cost.

Compile Cost and Expense Data

To achieve certain thresholds for disaster cost reimbursements, jurisdictions must show proof of cost and impact.

Document Use of Mutual Aid and Volunteer Programs

Jurisdictions must document and track their mutual aid agreements and the cost associated with those response functions.

Continue Documentation Processes

Detailed documentation and accounting requirements should continue throughout response and recovery efforts.

Increase or Adjust Legal Authorities

If applicable, and in consultation with legal counsel, obtain governing body resolution or approval for increased emergency spending authority, contracting or access to a disaster reserve fund.

Manage Positive Cash Flow

Jurisdictions need adequate cash reserves and receivables available that do not exceed expenses.

For More Information

- Visit [fema.gov/plan](https://www.fema.gov/plan) for more information on the Disaster Financial Management Guide
- Visit [coronavirus.gov](https://www.coronavirus.gov) for information and specific resources for healthcare professionals, health departments and laboratories
- Visit [fema.gov](https://www.fema.gov) for more information on the COVID-19 Emergency Declaration
- Visit the [FEMA Public Assistance Program and Policy Guide](#) (pages 21–42) for more eligibility requirements

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

Consideration and possible action authorizing the **submittal** of a **grant application** to the **Texas Governor's Public Safety Office** for **public assistance** related to the **COVID-19 pandemic** emergency preparedness and response -- Leigh Wallace, Finance Director

ITEM SUMMARY:

Staff requests Council approval to apply for reimbursement of eligible expenses for the COVID-19 pandemic. If awarded, staff will return to Council for approval to accept the award.

The City is in the process of setting up the state grant application account and reconciling expenses before applying for funds.

FINANCIAL IMPACT:

Level of reimbursement and match is not yet known. A full accounting of eligible costs is still in process as the event is ongoing. The timeline to receive reimbursement is also not known.

SUBMITTED BY:

Leigh Wallace, Finance Director

ATTACHMENTS:

Governor's Grant Summary

City of Georgetown

COVID-19 Supplemental Funding Status Update

Overview: The City of Georgetown has the opportunity to receive financial assistance for COVID-19 related expenses from the Federal Emergency Management Agency (FEMA) in cooperation with the Texas Division of Emergency Management (TDEM), and also from the Coronavirus Emergency Supplemental Funding Program by way of the Texas Governor's Public Safety Office (PSO).

In the interest of potentially taking advantage of this opportunity, COG personnel have been taking the following steps to ensure informed participation and compliance with the funding requirements:

- Submitted a Disaster Summary Outline (DSO) to TDEM in compliance with their supplemental funding application requirements.
 - o We are required to provide updates to the DSO as the situation evolves. The current version of our DSO requests assistance in the amount of **\$195,795.23**, but we anticipate updates to this amount in the future.
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Other Information:

- FEMA/TDEM COVID-19 Supplemental Funding requires a 25% match.
 - o Donated items, such as masks, can be considered part of the 25% match.
- We are waiting on direction from TDEM regarding whether to apply for assistance from the Governor's PSO or from FEMA/TDEM first.
 - o We anticipate receiving assistance from both entities due to differences in allowable expenditures required by each entity.

City of Georgetown

COVID-19 Supplemental Funding Status Update

Attached to this status update are the Grant Application Review Forms (Attachment B, as required by the City of Georgetown Grants Management Policy) for both FEMA/TDEM and Governor's PSO financial assistance. The information we have at present regarding funding amounts and dates is tentative and subject to change as the situation evolves, so Attachment A (Grant File Checklist) and Attachment C (Budget Request Form) have not yet been completed.

Also attached is a copy of the FEMA Disaster Financial Management Fact Sheet detailing recommended procedures to maintain compliance with FEMA funding requirements, as well as a copy of Governor Abbott's April 15 Press Release announcing the funding opportunity provided by the Governor's PSO and a list of allowable expenditures.

Office of the Texas Governor | Greg Abbott

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Governor Abbott Announces \$38 Million In Federal COVID-19 Emergency Funding For Local Governments

Governor Abbott Announces \$38 Million In Federal COVID-19 Emergency Funding For Local Governments

April 15, 2020 | Austin, Texas | [Press Release](#)

Governor Greg Abbott today announced that his [Public Safety Office](#) (PSO) will provide \$38 million in federal funds to local units of government in Texas. These funds come from the Coronavirus Emergency Supplemental Funding Program authorized by the federal Emergency Appropriations for Coronavirus Health Response and Agency Operations Act.

Jurisdictions may use this funding to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment, supplies, training, travel expenses, and addressing the medical needs of inmates in local and tribal jails and detention centers.

"These funds will help our local governments respond to COVID-19 and provide the resources that our communities need," said Governor Abbott. "I am grateful to our federal partners for making this crucial financial support available to the state of Texas."

Examples of allowable costs include:

- Personnel Overtime (Peace Officer, Jailer, Correctional Officer, Medical, and other Essential Staff)
- Personal Protective Equipment (PPE)
- Supplies (i.e. gloves, masks, sanitizer, disinfectant)
- Temporary Staff
- Medical care for inmates that have tested positive for COVID-19
- Any other costs associated with the implementation of the Centers for Disease Control and Prevention (CDC) COVID-19 Guidance documents, specifically:
 - Interim Guidance on Management of Coronavirus Disease 2019 (COVID-19) in Correctional and Detention Facilities
 - What Law Enforcement Personnel Need to Know about Coronavirus Disease 2019 (COVID-19)
 - Interim Guidance for Emergency Medical Services (EMS) Systems and 911 Public Safety Answering Points (PSAPs) for COVID-19 in the United States
 - Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 (COVID-19)

Interested jurisdictions may access the Public Safety Office's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

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	Office of the Texas Governor			Employment	Where the Money Goes	
	P.O. Box 12428			Site Policies	TRAIL Search	
	Austin Texas 78711			Accessibility	Texas Veterans Portal	
	(512) 463-2000			Report Fraud	Texas.gov	
				Site Map	RSS Feed	

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

Consideration and possible action authorizing the **acceptance** of the Coronavirus Aid, Relief, and Economic Security (**CARES**) **Act funding** of **\$76,174.22** through **U.S. Department of Health and Human Services** for eligible purposes in the **Fire** and **EMS** departments related to the **COVID-19 pandemic** -- Leigh Wallace, Finance Director

ITEM SUMMARY:

Staff requests Council approve the acceptance of this funding. Unlike other types of relief or grants, there is no application process. The government issued the funds to the City's EMS revenue management contractor Emergicon. Emergicon has forwarded the funds to the City. The City must formally accept or reject the funds and notify Emergicon and USDHHS.

Highlights of the attached terms and conditions:

- Use of funds will be audited and City must report on the uses with adequate records
- Appropriate uses of funds are expenses to prevent, prepare for and respond to coronavirus; and to reimburse the City for lost revenues attributable to the coronavirus.

Estimates of coronavirus related expenses and revenue shortfalls are ongoing. As of 4/22/2020, the City has expended approximately \$196,000 on coronavirus related supplies such as personal protective equipment, cleaning and sanitizing supplies and services, and communications with the public. Early estimates of EMS transport revenue losses are \$115,000.

FINANCIAL IMPACT:

Acceptance of this funding will be used first to offset losses of EMS transport revenue in the General Fund due to COVID-19; and second to offset eligible expenditures related to COVID-19. If the funding is used to offset expenditures, the City cannot submit a duplicate request for reimbursement of those expenditures to another state or federal agency.

SUBMITTED BY:

Leigh Wallace, Finance Director

ATTACHMENTS:

Relief Funding Terms and Conditions



Acceptance of Terms and Conditions

If you receive a payment from funds appropriated in the Public Health and Social Services Emergency Fund for provider relief (“Relief Fund”) under Division B of Public Law 116-127 and retain that payment for at least 30 days without contacting HHS regarding remittance of those funds, you are deemed to have accepted the following Terms and Conditions. Please also indicate your acceptance below. This is not an exhaustive list and you must comply with any other relevant statutes and regulations, as applicable.

Your commitment to full compliance with all Terms and Conditions is material to the Secretary’s decision to disburse these funds to you. Non-compliance with any Term or Condition is grounds for the Secretary to recoup some or all of the payment made from the Relief Fund.

These Terms and Conditions apply directly to the recipient of payment from the Relief Fund. In general, the requirements that apply to the recipient, also apply to subrecipients and contractors under grants, unless an exception is specified.

Relief Fund Payment Terms and Conditions

- The Payment means the funds received from the Public Health and Social Services Emergency Fund (“Relief Fund”). The Recipient means the healthcare provider, whether an individual or an entity, receiving the Payment.
- The Recipient certifies that it billed Medicare in 2019; provides or provided after January 31, 2020 diagnoses, testing, or care for individuals with possible or actual cases of COVID-19; is not currently terminated from participation in Medicare; is not currently excluded from participation in Medicare, Medicaid, and other Federal health care programs; and does not currently have Medicare billing privileges revoked.
- The Recipient certifies that the Payment will only be used to prevent, prepare for, and respond to coronavirus, and shall reimburse the Recipient only for health care related expenses or lost revenues that are attributable to coronavirus.
- The Recipient certifies that it will not use the Payment to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.
- The Recipient shall submit reports as the Secretary determines are needed to ensure compliance with conditions that are imposed on this Payment, and such reports shall be in such form, with such content, as specified by the Secretary in future program instructions directed to all Recipients.
- Not later than 10 days after the end of each calendar quarter, any Recipient that is an entity receiving more than \$150,000 total in funds under the Coronavirus Aid, Relief, and



DEPARTMENT OF HEALTH & HUMAN SERVICES

Economics Security Act (P.L. 116-136), the Coronavirus Preparedness and Response Supplemental Appropriations Act (P.L. 116-123), the Families First Coronavirus Response Act (P.L. 116-127), or any other Act primarily making appropriations for the coronavirus response and related activities, shall submit to the Secretary and the Pandemic Response Accountability Committee a report. This report shall contain: the total amount of funds received from HHS under one of the foregoing enumerated Acts; the amount of funds received that were expended or obligated for reach project or activity; a detailed list of all projects or activities for which large covered funds were expended or obligated, including: the name and description of the project or activity, and the estimated number of jobs created or retained by the project or activity, where applicable; and detailed information on any level of sub-contracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

- The Recipient shall maintain appropriate records and cost documentation including, as applicable, documentation required by 45 CFR § 75.302 – Financial management and 45 CFR § 75.361 through 75.365 – Record Retention and Access, and other information required by future program instructions to substantiate the reimbursement of costs under this award. The Recipient shall promptly submit copies of such records and cost documentation upon the request of the Secretary, and Recipient agrees to fully cooperate in all audits the Secretary, Inspector General, or Pandemic Response Accountability Committee conducts to ensure compliance with these Terms and Conditions.
- The Secretary has concluded that the COVID-19 public health emergency has caused many healthcare providers to have capacity constraints. As a result, patients that would ordinarily be able to choose to receive all care from in-network healthcare providers may no longer be able to receive such care in-network. Accordingly, for all care for a presumptive or actual case of COVID-19, Recipient certifies that it will not seek to collect from the patient out-of-pocket expenses in an amount greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network Recipient.

The following statutory provisions also apply:

General Provisions in FY 2020 Consolidated Appropriation

SEC. 202. Executive Pay. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II:

SEC. 210. Funding Prohibition for Gun Control Advocacy. None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.



SEC. 503. Lobbying

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

SEC. 506. Prohibits Use of Federal Funds for Abortions.

(a) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.

(b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term “health benefits coverage” means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

SEC. 507 Limitations on Abortion Funding Prohibition



DEPARTMENT OF HEALTH & HUMAN SERVICES

- (a) The limitations established in the preceding section shall not apply to an abortion—
- (1) if the pregnancy is the result of an act of rape or incest; or
 - (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.
- (b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds).
- (c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).
- (d)(1) None of the funds made available in this Act may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.
- (2) In this subsection, the term “health care entity” includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

Prohibits Use of Funds for Embryo Research

SEC. 508. Prohibits Use of Funds for Embryo Research

- (a) None of the funds made available in this Act may be used for—
- (1) the creation of a human embryo or embryos for research purposes; or
 - (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).
- (b) For purposes of this section, the term “human embryo or embryos” includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act,



that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

SEC. 509. Prohibits Promotion of Legalization of Controlled Substances

(a) None of the funds made available in this Act may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

SEC. 515. (b) Prohibits Asking Candidates for Federal Scientific Advisory Committees Their Political Affiliations; Prohibits Distribution of Intentionally False Information

(b) None of the funds made available in this Act may be used to disseminate information that is deliberately false or misleading.

SEC. 520. Pornography.

(a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

SEC. 521. Prohibits Funding ACORN or Its Affiliates or Subsidiaries. None of the funds made available under this or any other Act, or any prior Appropriations Act, may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

SEC. 527. Prohibits Federal Funding for Needle Exchange Except in Limited Circumstances. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in



DEPARTMENT OF HEALTH & HUMAN SERVICES

hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

Government-wide General Provisions

SEC. 718. Propaganda. No part of any appropriation contained in this or any other Act shall be used directly or indirectly, including by private contractor, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

SEC. 732. Privacy Act. None of the funds made available in this Act may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

SEC. 742. Confidentiality Agreements.

(a) None of the funds appropriated or otherwise made available by this or any other Act may be available for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

SEC. 743. Nondisclosure Agreements

(a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this SEC. 743. (a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such



DEPARTMENT OF HEALTH & HUMAN SERVICES

policy, form, or agreement does not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”: *Provided*, That notwithstanding the preceding provision of this section, a nondisclosure policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

(b) A nondisclosure agreement may continue to be implemented and enforced notwithstanding subsection (a) if it complies with the requirements for such agreement that were in effect when the agreement was entered into.

(c) No funds appropriated in this or any other Act may be used to implement or enforce any agreement entered into during fiscal year 2014 which does not contain substantially similar language to that required in subsection (a).

SEC. 744. Unpaid Federal Tax Liability. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

SEC. 745. Criminal Felony Limitation. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was



DEPARTMENT OF HEALTH & HUMAN SERVICES

convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

Other Appropriations Provisions

42 U.S.C. 289d note No funds appropriated under this Act or subsequent Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Acts shall be used by the National Institutes of Health, or any other Federal agency, or recipient of Federal funds on any project that entails the capture or procurement of chimpanzees obtained from the wild. For purposes of this section, the term 'recipient of Federal funds' includes private citizens, corporations, or other research institutions located outside of the United States that are recipients of Federal funds.

Other Statutory Provisions

Trafficking in Persons

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or



DEPARTMENT OF HEALTH & HUMAN SERVICES

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

Whistleblower Protections



DEPARTMENT OF HEALTH & HUMAN SERVICES

You are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled “Pilot

Program for Enhancement of Contractor Employee Whistleblower protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) applies to this award.

Human Subjects Protections

If any activities under this project will involve human subjects in any research activities, you must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

Fraud, Abuse and Waste:

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.

Internet: <https://forms.oig.hhs.gov/hotlineoperations/index.aspx>

Phone: 1-800-HHS-TIPS (1-800-447-8477)

Mail: US Department of Health and Human Services

Office of Inspector General

ATTN: OIG HOTLINE OPERATIONS

PO Box 23489

Washington, DC 20026

For additional information visit <https://oig.hhs.gov/fraud/report-fraud/index.asp>

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

Consideration and possible action to award a **contract** to **Patin Construction, LLC** of Taylor, Texas for the construction of the **San Gabriel Park Lift Station Improvements** in the amount of **\$2,079,250.00** -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:

This proposed project consists of furnishing, installing and providing all labor and materials for the construction of the San Gabriel Lift Station Improvements. This is to replace the existing lift station that was built in 1986 and has reached its useful life and capacity. The new lift station is situated just north of the current lift station in San Gabriel Park. The new lift station is part of the overall Wastewater Master Plan and it is included in the city's Wastewater Impact Fees. Ultimately the lift station is needed to serve continued growth that flows to the San Gabriel Wastewater Treatment Plant from throughout the city.

This project was publicly advertised on March 8, 2020 and March 15, 2020. On April 7, 2020 we received ten (10) competitive bids. The low qualified bidder for the project was Patin Construction, LLC with a total bid of \$2,079,250.00. Patin Construction has successfully completed projects of similar size and scope for several municipalities in the central Texas Region. Kasberg, Patrick & Associates have reviewed Patin Construction's current workload, references and construction history. As a result of these findings, KPA recommends approval of award to Patin Construction, LLC.

STAFF RECOMMENDATION:

Staff and KPA recommend awarding a contract to Patin Construction, LLC of Taylor, Texas for the construction of the San Gabriel Park Lift Station Improvements in the amount of \$2,079,250.00

This item did not go through the Georgetown Utility Systems board due to the COVID-19 health crisis.

FINANCIAL IMPACT:

Funds for this expenditure are budgeted in the Wastewater CIP Fund

SUBMITTED BY:

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

ATTACHMENTS:

Letter or Recommendation

Bid Tab



KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
Texas Firm F-510

Temple
One South Main Street
Temple, Texas 76501
(254) 773-3731

RICK N. KASBERG, P.E.
R. DAVID PATRICK, P.E., CFM
THOMAS D. VALLE, P.E.
GINGER R. TOLBERT, P.E.
ALVIN R. "TRAE" SUTTON, III, P.E., CFM
JOHN A. SIMCIK, P.E., CFM

Georgetown
800 South Austin Avenue
Georgetown, Texas 78626
(512) 819-9478

April 8, 2020

Mr. Chris Pousson
Systems Engineering Project Manager
City of Georgetown
300-1 Industrial Avenue
Georgetown, Texas 78626-8445

Re: City of Georgetown
San Gabriel Park Lift Station Improvements
Georgetown, Texas

Mr. Pousson,

Bids were received by the City of Georgetown until 2:00 P.M. on Tuesday, April 7, 2020 for the above referenced project. There were ten (10) competitive bids received. A detailed bid tabulation of this bid is attached for your use.

This project consists of furnishing, installing and providing all labor and materials for constructing the San Gabriel Park Lift Station Improvements. This project is located in San Gabriel Park in the vicinity of the intersection of Chamber Way and Lower Park Road as shown on the attached Exhibit A.

The low qualified bidder for the project is Patin Construction, LLC of Taylor, Texas with a total bid of **\$2,079,250.00**. Patin Construction, LLC has successfully completed projects of similar size and scope for several municipalities in the Central Texas Region. We have reviewed the current workload, references and construction history of Patin Construction, LLC and their subcontractors. As a result of our findings, we recommend that a contract be awarded to **Patin Construction, LLC** in the amount of **\$2,079,250.00**.

Sincerely,

Rick N. Kasberg, P.E.

RNK/crc

xc: Mr. Wesley Wright, PE, City of Georgetown
Mr. Michael Hallmark, City of Georgetown
Ms. Nicole Abrego, City of Georgetown
Mr. Jimmy Patin, Patin Construction, LLC
2017-115-40

BID TABULATION
CITY OF GEORGETOWN TEXAS
San Gabriel Park Lift Station Improvements
April 7, 2020; 2:00 PM

				BIDDER INFORMATION									
				Patin Construction LLC 3800 W 2nd Street Taylor TX 76574		QA Construction Services, Inc 5811 Blue Bluff Road Austin TX 78724		Excel Construction Services LLC 1202 Leander Drive Leander TX 78641		PGC General Contractors LLC 915 Dalton Lane Austin TX 78742		JKB Construction Company LLC PO Box 1001 Liberty Hill TX 78642	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
BASE BID													
1	100%	LS	Insurance, Bonds and Mobilization, not to exceed 5% of Bid	\$ 100,000.00	\$ 100,000.00	\$ 105,000.00	\$ 105,000.00	\$ 100,000.00	\$ 100,000.00	\$ 110,000.00	\$ 110,000.00	\$ 106,741.00	\$ 106,741.00
2	100%	LS	Prepare Stormwater Pollution Prevention Plan, Including Submission to & Receiving Permits from TCEQ	3,000.00	3,000.00	5,000.00	5,000.00	2,000.00	2,000.00	5,000.00	5,000.00	2,809.00	2,809.00
3	100%	LS	Provide DVD of ROW Preconstruction and Post Construction Site Conditions for the Total Project	3,000.00	3,000.00	5,000.00	5,000.00	3,000.00	3,000.00	2,000.00	2,000.00	2,809.00	2,809.00
4	100%	LS	Implement & Administer Stormwater Pollution Prevention Plan, Including Furnishing, Installing, Maintaining & Removing Erosion Control Measures and Submission to and Receiving Permits from TCEQ	6,000.00	6,000.00	6,200.00	6,200.00	3,000.00	3,000.00	15,000.00	15,000.00	14,781.00	14,781.00
5	1	LS	Submit Trench Safety Plan in Conformance with State Law & OSHA as Prepared by a Texas Licensed Professional Engineer	5,000.00	5,000.00	12,000.00	12,000.00	9,000.00	9,000.00	4,000.00	4,000.00	1,685.00	1,685.00
6	50	LF	Implement & Follow Trench Safety Plan (Open Cut Trenches)	10.00	500.00	25.00	1,250.00	60.00	3,000.00	50.00	2,500.00	11.00	550.00
7	10,000	SF	Implement & Follow Trench Safety Plan (Manholes & Structures)	5.00	50,000.00	8.00	80,000.00	5.00	50,000.00	10.00	100,000.00	3.00	30,000.00
8	100%	LS	Furnish All Labor, Materials, Tools & Equipment for Constructing the Lift Station Improvements, Complete in all Details including all Mechanical, Structural, Electrical, SCADA, Controls, Equipment, Piping, Piping Connections, Fencing, Site-Work, Earthwork, Demolition, Testing, Startup and all other components as Shown on the Plans, Specified Herein and as required to allow for fully functional processes	1,738,000.00	1,738,000.00	1,809,055.00	1,809,055.00	1,855,218.00	1,855,218.00	1,925,000.00	1,925,000.00	2,149,775.00	2,149,775.00
9	50	CY	Furnish & Install Extra Concrete Encasement 3,000 psi and/or Backfill Not Called for on the Plans or Specified, but Ordered in Writing by The Owner	300.00	15,000.00	150.00	7,500.00	220.00	11,000.00	330.00	16,500.00	362.00	18,100.00
10	25	CY	Furnish & Place 3,500 psi Concrete, Complete, Not Called for on the Plans or Specified, but Ordered in Writing by The Owner, and Including Any Additional Excavation or Any Necessary Reinforcement or Forms	350.00	8,750.00	350.00	8,750.00	400.00	10,000.00	350.00	8,750.00	390.00	9,750.00
11	100%	LS	For City of Georgetown Force Account	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00
TOTAL BASE BID (Items 1 - 11)					\$ 2,079,250.00		\$ 2,189,755.00		\$ 2,196,218.00		\$ 2,338,750.00		\$ 2,487,000.00
Did Bidder Acknowledge Addendums No. 1 - No. 6?				YES		YES		YES		YES		YES	
Did Bidder provide Section #00400?				YES		YES		YES		YES		YES	
Did Bidder provide Section #00410?				YES		YES		YES		YES		YES	


BID TABULATION
CITY OF GEORGETOWN TEXAS
San Gabriel Park Lift Station Improvements
April 7, 2020; 2:00 PM

2017-115-40
Page 2 of 2

				BIDDER INFORMATION									
				DeNucci Constructors LLC 8310-1 Cap Texas Hwy N #275 Austin TX 78731		Keystone Construction PO Box 90398 Austin TX 78709		Associated Construction Partners Ltd 215 W Bandera Rd, Ste 114-461 Boerne TX 78006		Skyblue Utilities Inc PO Box 1001 Kingsland TX 78639		Aaron Concrete Contractors LP 4108 Nixon Lane Austin TX 78725	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
BASE BID													
1	100%	LS	Insurance, Bonds and Mobilization, not to exceed 5% of Bid	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 140,000.00	\$ 140,000.00	\$ 94,685.20	\$ 94,685.20	\$ 163,394.63	\$ 163,394.63
2	100%	LS	Prepare Stormwater Pollution Prevention Plan, Including Submission to & Receiving Permits from TCEQ	2,500.00	2,500.00	1,000.00	1,000.00	5,500.00	5,500.00	1,725.00	1,725.00	5,820.00	5,820.00
3	100%	LS	Provide DVD of ROW Preconstruction and Post Construction Site Conditions for the Total Project	4,500.00	4,500.00	1,000.00	1,000.00	6,500.00	6,500.00	3,450.00	3,450.00	13,969.00	13,969.00
4	100%	LS	Implement & Administer Stormwater Pollution Prevention Plan, Including Furnishing, Installing, Maintaining & Removing Erosion Control Measures and Submission to and Receiving Permits from TCEQ	4,500.00	4,500.00	10,000.00	10,000.00	25,000.00	25,000.00	5,483.20	5,483.20	11,640.00	11,640.00
5	1	LS	Submit Trench Safety Plan in Conformance with State Law & OSHA as Prepared by a Texas Licensed Professional Engineer	1,500.00	1,500.00	5,000.00	5,000.00	10,000.00	10,000.00	1,725.00	1,725.00	8,731.00	8,731.00
6	50	LF	Implement & Follow Trench Safety Plan (Open Cut Trenches)	35.00	1,750.00	5.00	250.00	500.00	25,000.00	2.30	115.00	6.00	300.00
7	10,000	SF	Implement & Follow Trench Safety Plan (Manholes & Structures)	5.50	55,000.00	5.00	50,000.00	100.00	1,000,000.00	1.73	17,300.00	33.00	330,000.00
8	100%	LS	Furnish All Labor, Materials, Tools & Equipment for Constructing the Lift Station Improvements, Complete in all Details including all Mechanical, Structural, Electrical, SCADA, Controls, Equipment, Piping, Piping Connections, Fencing, Site-Work, Earthwork, Demolition, Testing, Startup and all other components as Shown on the Plans, Specified Herein and as required to allow for fully functional processes	2,370,850.00	2,370,850.00	2,486,000.00	2,486,000.00	1,610,000.00	1,610,000.00	2,860,504.04	2,860,504.04	2,538,088.00	2,538,088.00
9	50	CY	Furnish & Install Extra Concrete Encasement 3,000 psi and/or Backfill Not Called for on the Plans or Specified, but Ordered in Writing by The Owner	300.00	15,000.00	400.00	20,000.00	225.00	11,250.00	644.00	32,200.00	547.00	27,350.00
10	25	CY	Furnish & Place 3,500 psi Concrete, Complete, Not Called for on the Plans or Specified, but Ordered in Writing by The Owner, and Including Any Additional Excavation or Any Necessary Reinforcement or Forms	800.00	20,000.00	800.00	20,000.00	450.00	11,250.00	644.00	16,100.00	744.00	18,600.00
11	100%	LS	For City of Georgetown Force Account	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00
TOTAL BASE BID (Items 1 - 11)					\$ 2,750,600.00		\$ 2,868,250.00		\$ 2,994,500.00		\$ 3,183,287.44		\$ 3,267,892.63

Did Bidder Acknowledge Addendums No. 1 - No. 6?	YES	YES	YES	YES	YES
Did Bidder provide Section #00400?	YES	YES	YES	YES	YES
Did Bidder provide Section #00410?	YES	YES	YES	YES	YES

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


Rick N. Kasberg, P.E.
Kasberg, Patrick & Associates, LP

4/8/2020
Date



City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

On March 14, 2020, Mayor Dale Ross, acting in accordance with authority granted to him under Section 418.108(a) of the Texas Government Code and the City's Home Rule Charter, declared a local state of disaster for the City due to concerns related to the novel coronavirus (COVID-19). Section 418.108(b) of the Texas Government Code provides that such a declaration of disaster may not be continued for a period of more than seven days exception with the consent of the City Council.

On March 19, 2020 the City Council approved a Resolution ratifying the disaster declaration signed by Mayor Ross and consented to its continuation until May 11, 2020.

At this time, the conditions necessitating the disaster declaration will continue to exist beyond May 11, 2020. The attached Resolution would ratify the disaster declaration, and consents to its extension and continuation until such time as it is terminated by subsequent City Council action or the state-wide disaster declaration issued by the Governor is terminated.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Jackson Daly

ATTACHMENTS:

Extention of Disaster Declaration Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, RATIFYING THE DISASTER DECLARATION SIGNED BY THE MAYOR ON MARCH 14, 2020 AND CONSENTING TO ITS EXTENSION AND CONTINUATION UNTIL IT IS CANCELLED; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 14, 2020, Mayor Dale Ross, acting in accordance with authority granted to him under Section 418.108(a) of the Texas Government Code and the City's Home Rule Charter, declared a local state of disaster for the City due to concerns related to the novel coronavirus (COVID-19);

WHEREAS, Section 418.108(b) of the Texas Government Code provides that such a declaration of disaster may not be continued for a period of more than seven days exception with the consent of the governing body of the political subdivision;

WHEREAS, on March 19, 2020 the City Council approved a Resolution ratifying the disaster declaration signed by Mayor Dale Ross on March 14, 2020 and consented to its continuation until May 11, 2020;

WHEREAS, the conditions necessitating the disaster declaration will continue to exist for beyond May 11, 2020; and

WHEREAS, the City Council continues to support the disaster declaration signed by Mayor Dale Ross on March 14, 2020 and hereby extends its consents to its continuation for a period of more than seven days.

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

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 hereby further ratifies the disaster declaration signed by mayor Dale Ross on March 14, 2020, and consents to its extension and continuation until such time as it is terminated by subsequent City Council action or the state-wide disaster declaration issued by the Governor is terminated.

SECTION 3. The Mayor is authorized to sign this Resolution and the City Secretary to attest.

SECTION 4. This Resolution shall become effective and be in full force and effect upon execution by the Mayor.

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

ATTEST:

CITY OF GEORGETOWN, TEXAS

Robyn Densmore, City Secretary

By: _____
Dale Ross, Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

Overview of Applicant's Request:

The Applicant is requesting an amendment of the originally approved Planned Unit Development (PUD) to allow for the rearrangement of office and multi-family residential portions of the subject 26.62 acre property. The current PUD establishes 15.42-acres of the property to be for multi-family development (MF-2) and the remaining 11.20-acres to be developed commercially (C-3). The total acreage for each use would remain the same.

The proposed amendment would move the office area originally located just north of N. Mays St. across the street from the other office area northeastward. The original office area would be replaced by a multi-family residential area. The Applicant's Letter of Intent is attached.

Staff's Analysis:

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request does not meet the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment or 3.06.040 for a Planned Unit Development, as outlined in the attached Staff Report.

Public Comments:

As required by the Unified Development Code (UDC), all property owners within 300 feet of the subject property were notified of the request (53 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 1, 2020) and signs were posted on-site. As of the publication date of this report, staff has received zero written comments in favor or in opposition of the request.

Planning and Zoning Commission Recommendation:

On April 21, 2020 the Planning and Zoning Commission recommended approval of the PUD amendment request.

FINANCIAL IMPACT:

None. The Applicant has paid the required application fees.

SUBMITTED BY:

Sofia Nelson, Planning Director

ATTACHMENTS:

staff report

Exhibit 1 - Location Map

Exhibit 2 - Future Land Use Map

Exhibit 4- PUD Development Plan

exhibit 3 zoning map

Bourn public comments

applicant letter of intent

applicant presenation
applicant provided past projects overview
ordinance
ordinance exhibit a



Planning and Zoning Commission Planning Department Staff Report

Report Date: April 17, 2020
Case No: 2020-1-PUD
Project Planner: Sofia Nelson, Planning Director

Item Details

Project Name: New Westinghouse Investors Tract Planned Unit Development
Project Location: South of Westinghouse Road north of N. Mays St., within City Council district No. 1.
Total Acreage: 26.62 acres (subject of amendment); 85.517 acres (total PUD)
Applicant: Tom Groll Engineering, PC, c/o Thomas Groll, P.E.
Property Owner: Horizontal Westinghouse Investors, LLC, c/o Toufic Abi-Aad
Request: Planned Unit Development Amendment to **swap the locations of Multi-Family Residential (MF-2) and Office (C-3) use areas** of the PUD for the subject property.
Case History: This is the first public hearing of this request. The original Planned Unit Development was approved on 5/9/2017.

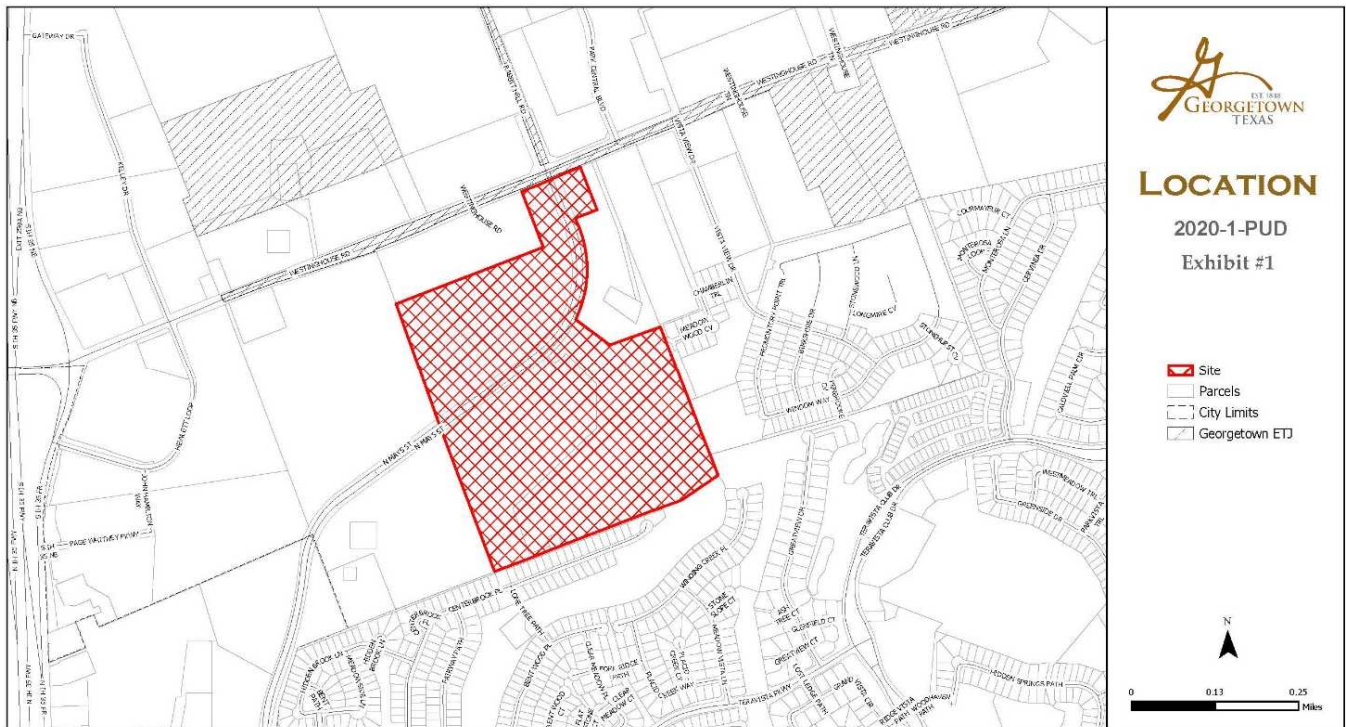


Figure 1: Location Map

Planning Department Staff Report

Overview of Applicant's Request

The Applicant is requesting an amendment of the originally approved Planned Unit Development (PUD) to allow for the rearrangement of office and multi-family residential portions of the subject 26.62-acre property. The current PUD establishes 15.42-acres of the property to be for multi-family development (MF-2) and the remaining 11.20-acres to be developed commercially (C-3). The total acreage for each use would remain the same.

The proposed amendment would move the office area originally located just north of N. Mays St. across the street from the other office area northeastward. The original office area would be replaced by a multi-family residential area. The original conceptual land plan is shown in figure 2 and the proposed conceptual land plan in figure 3 (areas of change highlighted). The Applicant's Letter of Intent is attached.

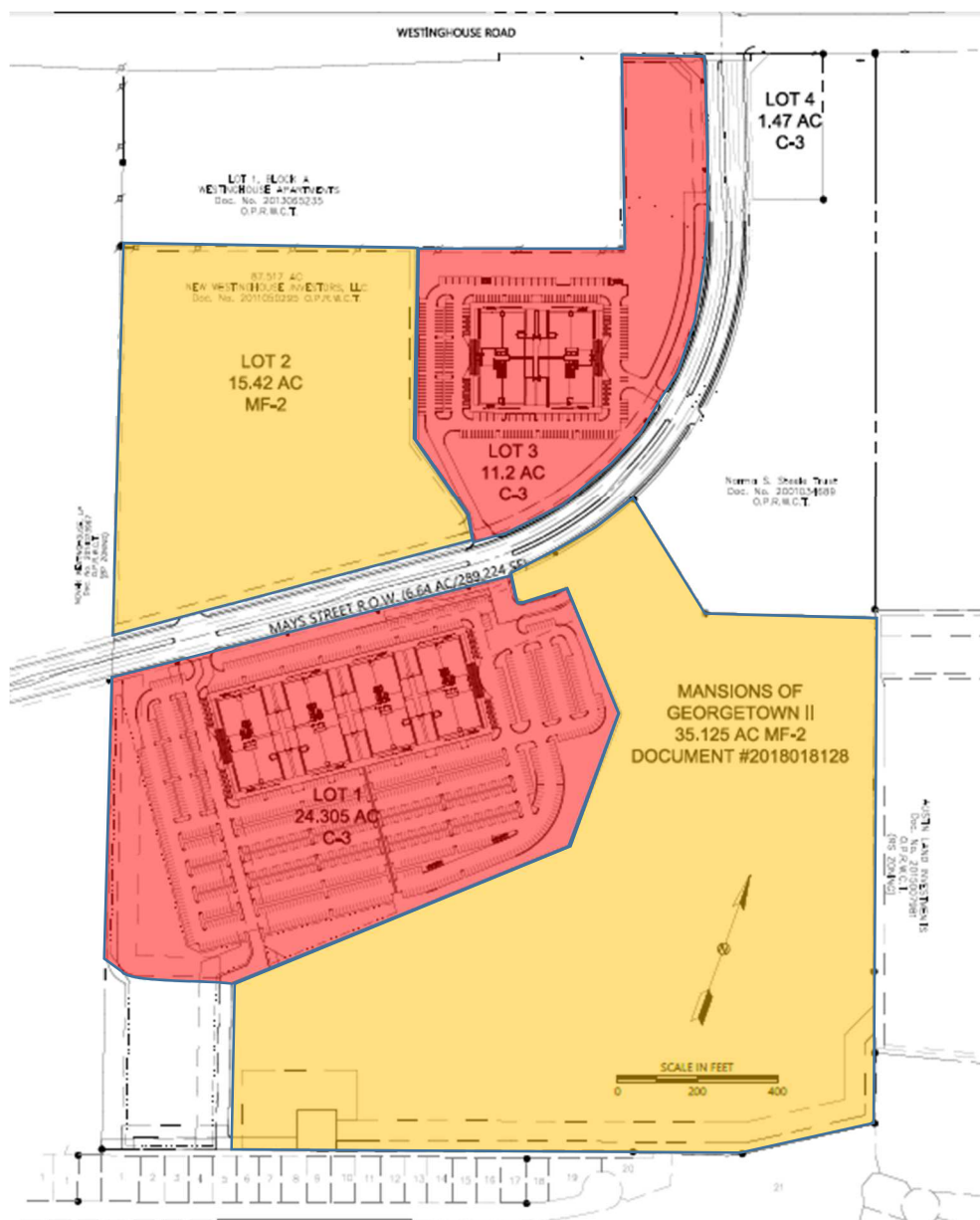


Figure 2: Proposed Conceptual Land Plan. Multi-family residential in orange, office in red

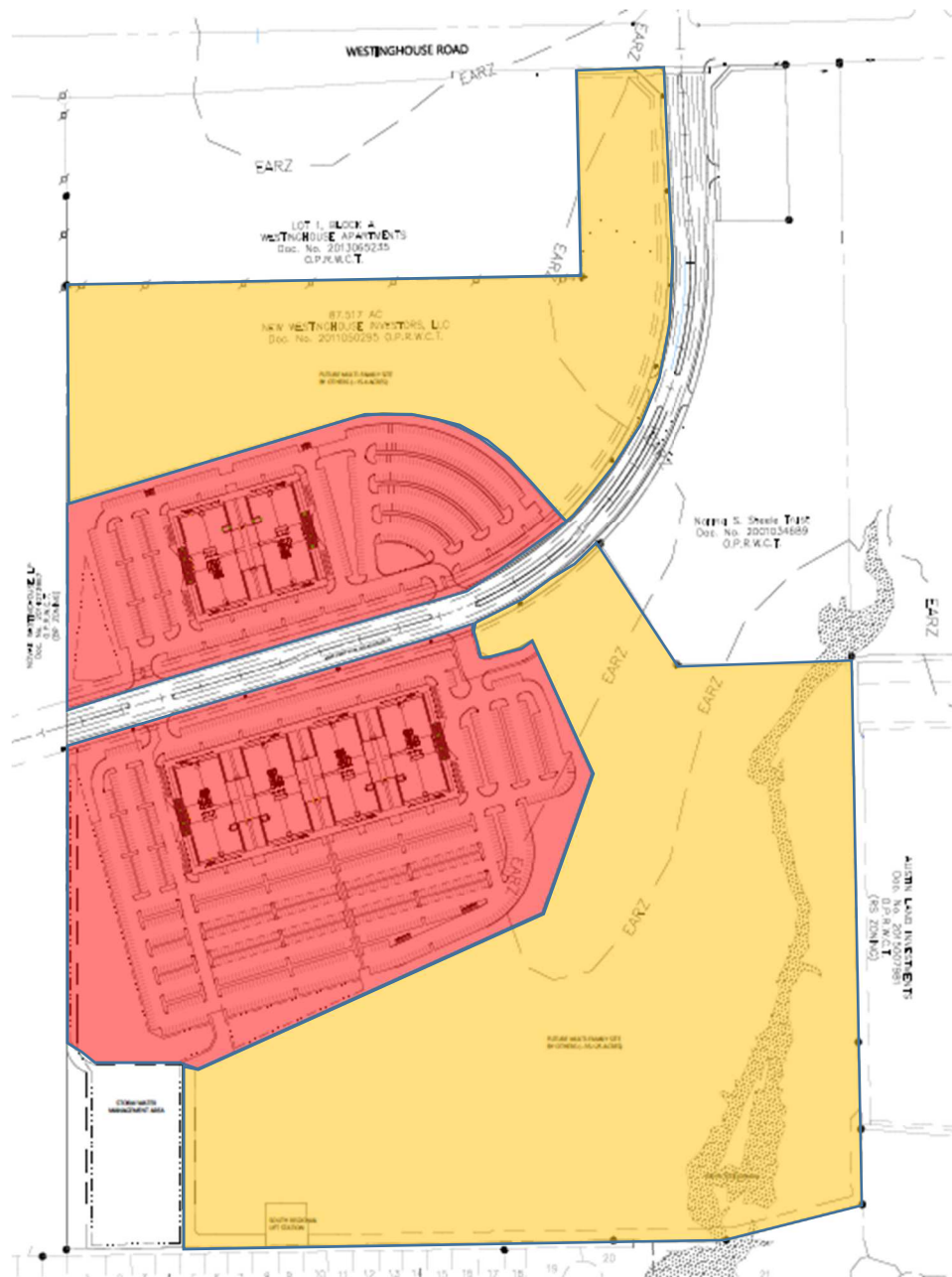


Figure 3: Original Conceptual Land Plan. Multi-family residential in orange, office in red

Site Information

Location:

The property subject to the proposed amendment is located on the north side of N. Mays St., south of Westinghouse Road and the Westinghouse apartments.

Physical and Natural Features:

The site slopes downward from Westinghouse Rd. toward N. Mays St. There are no significant woodlands or surface water features on the site.

Planning Department Staff Report

Future Land Use and Zoning Designations:

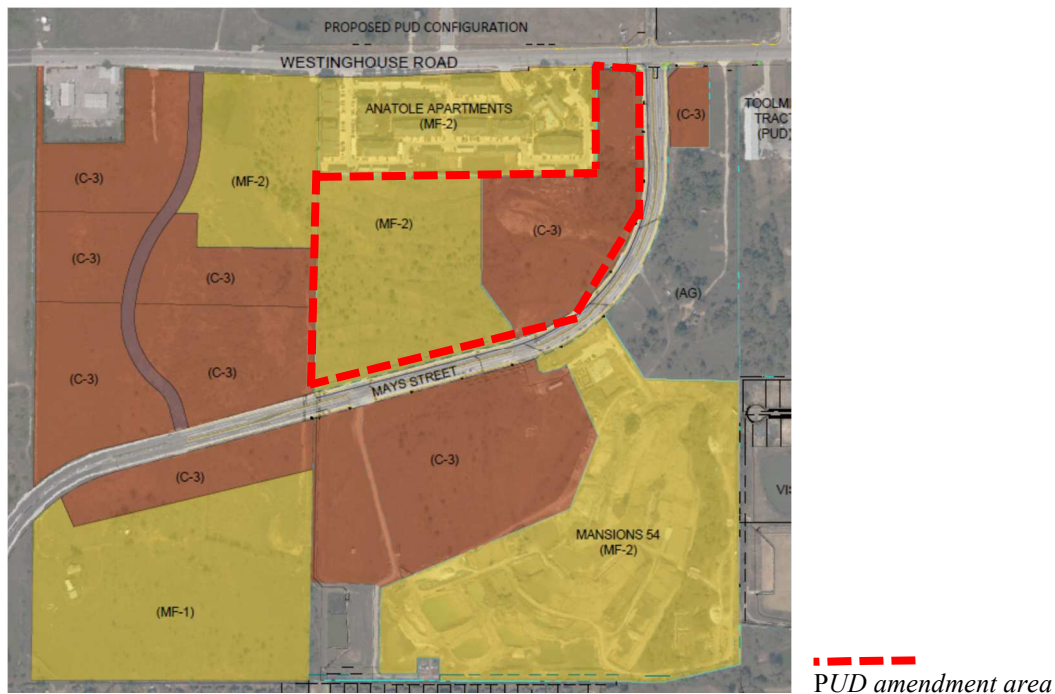
The subject property has an Employment Center Future Land Use designation and is currently zoned C-3 and MF-2 with a PUD Overlay.

Surrounding Properties:

The N. Mays St. corridor through the PUD is currently vacant.

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	C-1	Employment Center	Multi-family apartments
South	C-3 and MF-2	Employment Center	Vacant and multi-family
East	C-1 and AG	Employment Center	Vacant
West	BP	Employment Center	Vacant



Property History:

The original PUD was approved in May 2017, rezoning the property from MF-2, C-1 and BP. The PUD included a mix of commercial, office and multi-family uses linked by pedestrian trails. Included in the approval of the original PUD was a commitment by the applicant to initiate site plan approval for a minimum of 50,000 square feet of office space within one year. To date this requirement has not been satisfied.

Comprehensive Plan Guidance

Future Land Use Map:

Employment Center: The Employment Center category is intended for tracts of undeveloped land

2020-1-PUD

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located at strategic locations, which are designated for well planned, larger scale employment and business activities, as well as supporting uses such as retail, services, hotels, and high density residential development (stand-alone or in mixed-use buildings) as a conditional use. These areas often act as a transition between more intensely developed commercial uses and residential neighborhoods. Primary uses include offices, flex offices, and technology research and development, as well as environmentally friendly manufacturing.

Growth Tier:

Tier 1B: Tier 1B is the area within the present city limits, or subject to a development agreement, surrounding Tier 1A that is generally under-served by infrastructure and where such service and facilities will likely be needed to meet the growth needs of the city once Tier 1A (that portion of the city where infrastructure systems are in place or can be provided) approaches build-out. This includes area subject to development agreements or annexation service plans, which mandate the provision of public facilities at varying levels of service. Other than this commitment, the City's priorities for capital improvements should focus on the development of a full array of services and facilities with adequate capacities in Tier 1A, prior to initiating additional major investments in Tier 1B.

Other Master Plans:

The Overall Transportation Plan (2035) depicts what is now N. Mays Street as a proposed Minor Arterial.

Utilities

The subject property is located within the City's service area for water and wastewater; a 16-inch water line is located along N. Mays St. and an 8-inch gravity wastewater line is located at the intersection of Westinghouse and N. Mays. Additionally, it is located within the Georgetown and TXU service area for electric. It is anticipated that there is adequate capacity to serve the subject property at this time.

Transportation

The portion of the PUD site requested for amendment is bordered by N. Mays St. on the south, which is designated a Minor Arterial on the Overall Transportation Plan. Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Minor Arterials connect lower functional classifications and major arterials and tend to be shorter in distance.

The site is also bordered by Westinghouse Road on the north, which is designated a Major Arterial. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

The site is approximately $\frac{3}{4}$ of a mile (along Westinghouse Road) from the I-35 / Westinghouse Road interchange.

A Traffic Impact Analysis (TIA) will be required at time of Site Development Plan for any development that generates more than two thousand (2,000) average daily trips based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.

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Proposed Zoning district

The requested change to the previously approved PUD involves swapping the office/commercial area north of N. Mays St. (11.2 acres) and the planned multi-family residential area (15.42 acres) to the east. The result is an alternating pattern of office/commercial and multi-family residential on both sides of N. Mays St. There are no changes proposed to the development standards approved in the original PUD. The total area of commercial and multi-family development also remains the same.

The underlying zoning to the PUD is C-3 for the commercial portion and MF-2 for the residential portion) is proposed to be altered to match the new locations of the office/commercial and multi-family components as shown in Exhibit B.

Intergovernmental and Interdepartmental Review

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. No comments were issued regarding the zoning requests

Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it does not comply with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined below:

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	Complies
An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	Complies
The entire site is shown on the Future Land Use Plan (at the time of submittal) as Employment Center and with the updated 2030 plan as Regional Center, indicating that the priority for the area is for the development of non-residential uses. To-date the required office/commercial portion of the PUD has not been developed. The existing site for office was developed to create a campus like office commercial center. The movement of the MF site to replace the existing location of office would remove the intent at the time of the original PUD to create two office sites across the street from each other. However, the over acreage and commitment for office space has not been reduced. Additionally, the planned connections and supporting commercial and multi-family development has been included in this PUD concept plan to complement the planned office space.	
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	Complies
Given the proposal made at this time is to request re-arrangement of land uses there are no significant negative impacts on health, safety or general welfare from the amendment. However, the rearrangement of uses as proposed creates a development pattern along the N. Mays St.	

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ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA

corridor that will alternate between commercial and multi-family rather than creating a transition between uses. It is important to note that the topography of this property is challenging, since the original staff report was drafted for this case and the original negotiation of this PUD the applicant has coordinated with staff to plan for a more comprehensive plan for making this site developable and functional for the uses originally envisioned for this development. The applicant has spent a considerable amount of time with staff to identify a plan for a terraced multi-family project rather than a terraced office development. In the end given the need to fill some areas and terrace a portion of the property the arrangement of land uses will help support a functional arrangement of land uses within this PUD.

4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

Partially Comply

In analyzing this request it does appear the proposed change would create a mis-match of uses along Mays Street isolating the commercial/office component north of N. Mays St. so that it is surrounded by multi-family residential uses. In an effort to address this concern the applicant provided an exhibit outlining the plan for connecting uses via pedestrian and vehicular connection. Staff has identified this criteria for approval as partially complies in part because the separating of the office uses will remove the opportunity to create a campus environment along the Mays Street corridor however given some of the site specific elements of the property and the planned connections between uses it is staff's finding that the applicant is trying to address the concern to alleviate the isolation of uses.

5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

Partially Complies

Overall the mix of uses in the PUD, and the acreages associated with each, remains the same. The location of the uses, however, would take away the orderly transition between multi-family and office uses along the corridor.

In addition to the rezoning criteria above, staff has reviewed the request and determined that the proposed request complies the criteria and objectives established in UDC Section 3.06.040 for a Planned Unit Development (PUD), as outlined below:

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA

1. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.

Complies

The quantities of commercial/office and multi-family residential are not changing, and thus the balance of uses has not changed.

2. An orderly and creative arrangement of all land uses with respect to each other and to the entire community.

Partially Complies

The proposed arrangement of multi-family and commercial/office uses is not ideal, however given the planning of connections and the physical characteristics of the site the applicant has planned for

Planning Department Staff Report

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
a development that is respectful and in general keeping with the original intent of the PUD. Removal of the commercial/office use from directly across from the commercial/office planned south of N. Mays St. removes the campus-like setting that was envisioned with the original PUD.	
3. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.	Partially Complies
The applicant has provided a plan for vehicle and pedestrian connections between the proposed multi-family and office uses that will be made up of trails and concrete sidewalk connections. Staff has identified this as partially compliance in part because the connection could be supported by more detailed development plans for these areas. Given the juncture of this plan additional work with the applicant will occur at the time of site development to ensure a consistency and detail to making sure the pedestrian connections planned for occur in a manner that are usable.	
4. The provisions of cultural or recreational facilities for all segments of the community.	Complies
No changes to cultural or recreational facilities are proposed with this amendment. Although, as described in #3 above, the pedestrian connections are not as functional as the original PUD.	
5. The location of general building envelopes to take maximum advantage of the natural and manmade environment.	Partially Complies
It does appear the applicant is requesting the proposed amendments to take maximum advantage of the grading and fill needed for this site to be developable.	
6. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	Complies
No staging plan has been provided separate from the original PUD.	

Class A office campus is an important opportunity for the city that was prioritized in the form of a guarantee (50,000 square feet of office within the first year) in the original PUD. Given the physical topography of the site the applicant has reviewed the marketability of the site and has found the amount of grading and filling needed to make the original site functional for office space is not practical and is better suited for the multi-family development rather than office. Since the original staff report drafting for this case staff has worked with the applicant to gain a better understanding of the site and the needs to move forward with making both sides of Mays Street developable for an office use. The proposed PUD revision does not reduce the overall intent of the purpose of the PUD and does not take steps to reduce the intent and purpose of the 2030 plans for this area.

Meetings Schedule

4/21/2020 – Planning and Zoning Commission

4/28/2020 – City Council First Reading of the Ordinance

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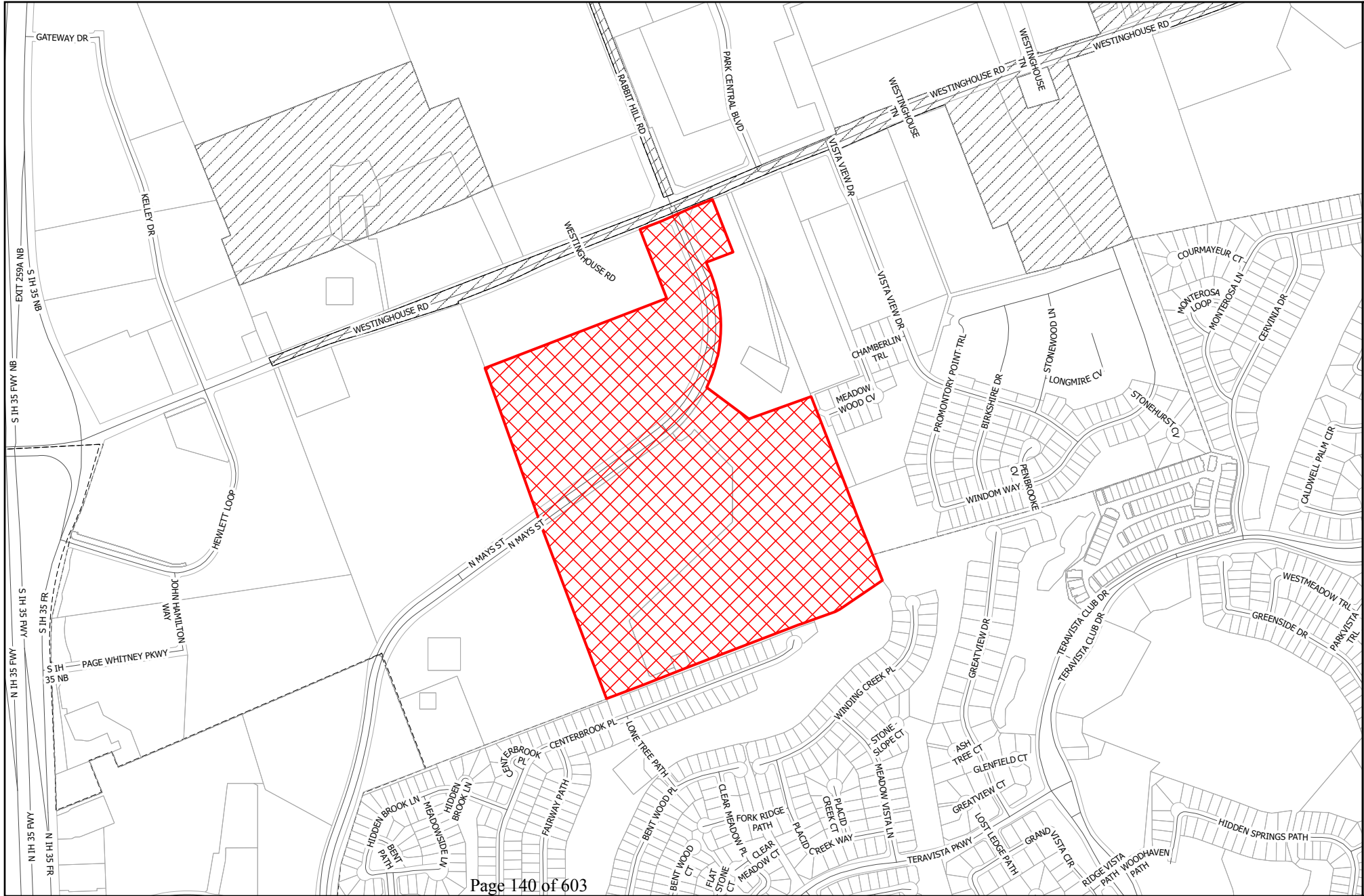
5/12/2020 – City Council Second Reading of the Ordinance

Public Notification

As required by the Unified Development Code (UDC), all property owners within 300 feet of the subject property were notified of the request (53 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (March 1, 2020) and signs were posted on-site. As of the publication date of this report, staff has received four written comments in opposition and 1 in favor of the request.

Attachments

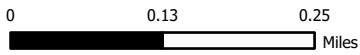
- Exhibit 1 – Location Map
- Exhibit 2 – Future Land Use Map
- Exhibit 3 – Zoning Map
- Exhibit 4 – Planned Unit Development (PUD) Development Plan
- Exhibit 5 – Letter of Intent

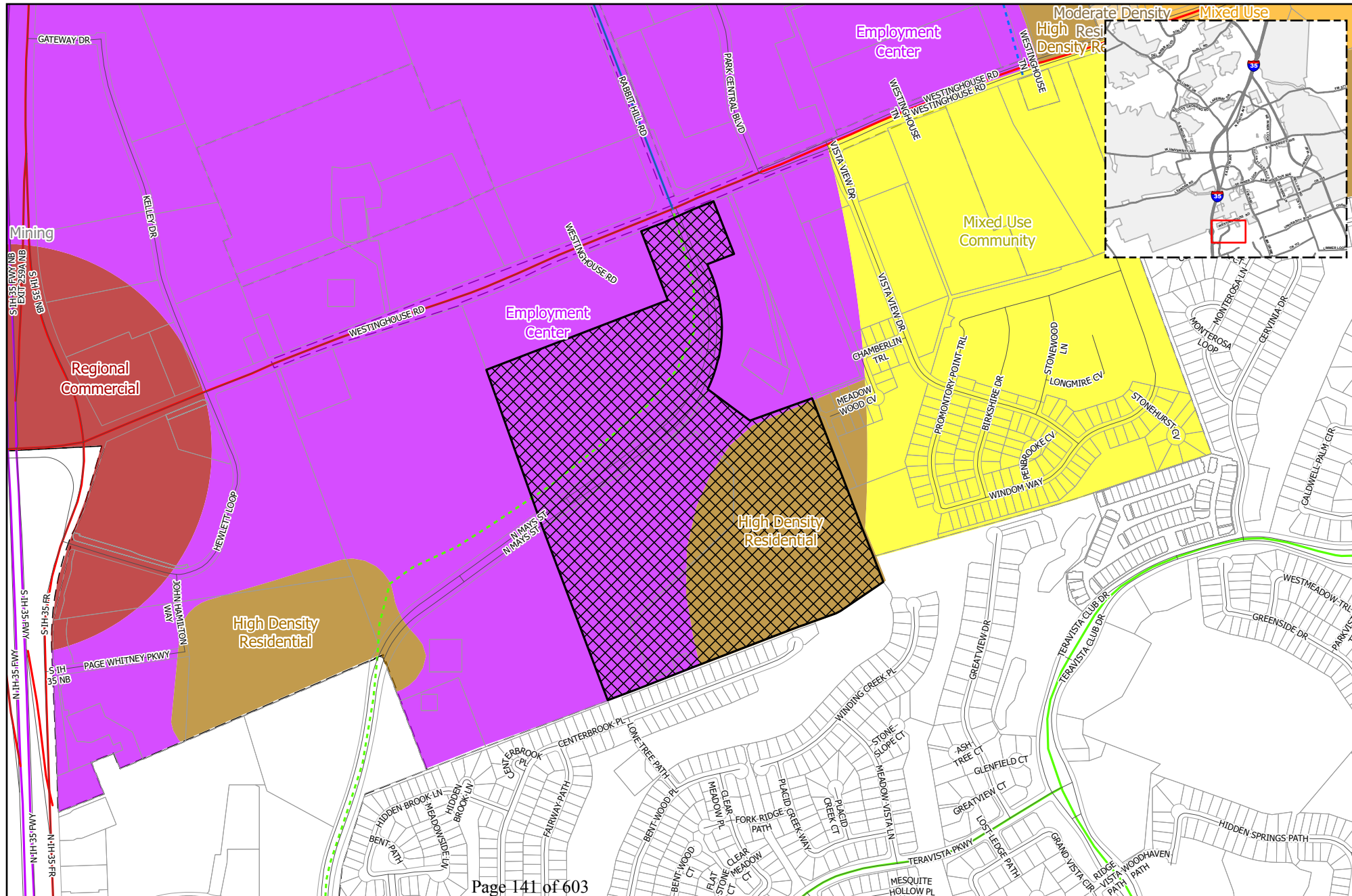


LOCATION

2020-1-PUD
Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



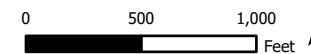


**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

**2020-1-PUD
Exhibit #2**

- Site
- Parcels
- City Limits
- Georgetown ETJ
- Future Land Use**
- INST
- RC
- CC
- ARR
- EC
- HDR
- LDR
- M
- MUC
- MUNC
- MDR
- OS
- SMUA

- Thoroughfare**
- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail



“EXHIBIT A”

New Westinghouse Investors Tract Planned Unit Development Development Plan

A. PROPERTY

The New Westinghouse Investors Tract Planned Unit Development District is located south of Westinghouse Road and is bisected by Mays Street. The existing PUD (Ordinance #2017-31) represents 87.517 acres, described as AW0385 – B.C. Low SUR., recorded in Document 201500509, Official Public Records of Williamson County. The PUD area consisted of three primary tracts of land: 59.43 acres on the south side of Mays Street; 26.62 acres on the north side of Mays Street; and a 1.47 acre parcel at the southeast corner of Westinghouse Road and Mays Street. On the south side of Mays Street, the 59.43-acre tract was divided into two tracts: a 35.12-acre multi-family site (MF-2) and a 24.31-acre commercial tract (C-3). On the north side of Mays Street, the 26.62-acre tract was divided into two tracts: a 15.42-acre multi-family site (MF-2) and an 11.20-acre commercial tract (C-3). The 1.47-acre tract southeast of Westinghouse Road and Mays Street is zoned for commercial development (C-3).

Subsequent to establishing the current PUD the owner sold the 35.12-acre multi-family site south of Mays Street, which has been developed as “The Mansions of Georgetown II”. As a result, that 35.12-acre multi-family site is not a part of, and is unaffected by, this proposed PUD Amendment. Out of the remaining 52.39-acres, the 24.31-acre commercial tract south of Mays Street and the 1.47-acre commercial tract at the southeast corner of Westinghouse Road and Mays Street are unaffected by this proposed PUD Amendment and will continue to be governed by the zoning and development standards established by Ordinance 2017-31.

The 26.62-acre tract on the north side of Mays Street is the subject of this proposed PUD Amendment and is hereafter defined as the “Property”.

B. PURPOSE

The current PUD establishes 15.42-acres of the Property to be for multi-family development (MF-2) and the remaining 11.20-acres to be developed commercially (C-3). This PUD Amendment does not seek to change the land areas for each zoning category within the Property; upon approval of this amendment there will continue to be 15.42 - acres of multifamily (MF-2) and 11.20-acres of commercial (C-3) zoned area. This PUD Amendment does not seek to change any of the established development standards, building setbacks, allowable uses, or landscape requirements. Rather, the purpose of this amendment is to reconfigure the shapes and locations of the MF-2 and C-3 zoned areas to better accommodate their intended developments.

In accordance with UDC Section 4.06.010.C “Development Plan Required”, this Development Plan titled **Exhibit A** is a summary of the development and design standards for the property and is unchanged from the Development Plan represented by Ordinance 2017-31.

The project continues to propose a mix of commercial, office and high-density multi-family residential units with continuity and uniformity in signage and landscaping. Pedestrian trails will be designed to provide a link between uses and shared by residents of the multi family tracts and employees of the commercial buildings.

C. APPLICABILITY AND BASE ZONING

In accordance with UDC Section 4.06.010.A "Compatibility with Base Zoning District", all development of the property shall conform to the base zoning districts of C-3 and MF-2. Except for those provisions specifically defined by Ordinance 2017-31 and this Development Plan, all development standards established in the most current version of the UDC at time of development shall be applicable, including amendments or ordinances adopted after the date of this PUD. In the case that this Development Plan does not address a specific item, the City of Georgetown UDC and any other applicable Ordinances shall apply. In the event of a conflict between the regulations of this PUD and the regulations of the appropriate base zoning district, the PUD shall control.

D. CONCEPTUAL LAND PLAN

A Conceptual Land Plan has been attached to this Development Plan as **Exhibit B** to illustrate the land use and design intent for the property. The Conceptual Land Plan is intended to serve as a guide to illustrate the general vision and design concepts and is not intended to serve as a final document. As such, proposed building and parking locations and configurations are subject to refinement at time of Site Plan review. The Conceptual Land Plan depicts a series of buildings, parking, outdoor areas, and landscaping that may be developed in phases, provided the minimum requirements of the PUD district are proportionally met with each phase. Approval of this PUD Amendment, Development Plan, and Conceptual Land Plan does not constitute approval of a Site Plan per Section 3.09 of the UDC.

E. LAND USES

1. Primary Uses. The primary uses of the Property shall be office, commercial and high-density multi-family residential. This Property will continue to be subject to any obligations of the Owner established by agreement with the City of Georgetown.

2. Other Permitted Uses.

No additional uses are proposed in either of the underlying zoning districts.

3. Prohibited Uses.

Pursuant to Chapter 5 of the Code and this PUD, the following shall be prohibited uses for all C-3 areas or tracts **except** the 1.467-acre C-3 tract at the southeast corner of Westinghouse Road and Mays Street.

- (a) Mf, Attached Dwelling Units
- (b) Upper-Story Residential
- (c) Home-Based Business
- (d) Assisted Living
- (e) Nursing or Convalescent Home
- (f) Hospice Facility
- (g) School, Elementary
- (h) School, Middle
- (i) School, High
- (j) Day Care, Group
- (k) Activity Center, Youth or Senior
- (l) Community Center
- (m) Correctional Facility
- (n) Emergency Service Station
- (o) Social Service Facility
- (p) Transient Service Facility
- (q) Hospital
- (r) Hospital Psychiatric
- (s) Substance Abuse Facility
- (t) Religious Assembly Facilities
- (u) Religious Assembly Facilities with Columbaria
- (v) Public-Park, Regional
- (w) Cemetery, Columbaria, Mausoleum or Memorial Park
- (x) Live Music or Entertainment
- (y) Dance Hall or Nightclub
- (z) Theater, Movie or Live
- (aa) Membership Club or Lodge
- (bb) Major Event Entertainment
- (cc) Event Facility
- (dd) Commercial Recreation
- (ee) Driving Range
- (ff) Firing Range, Indoor
- (gg) Blood or Plasma Center
- (hh) Data Center
- (ii) Agricultural Sales
- (jj) Flea Market
- (kk) Laundromat
- (ll) Small Engine Repair
- (mm) Funeral Home
- (nn) Kennel
- (oo) Self Storage Outdoor
- (pp) Event Catering and Equipment Rental Services
- (qq) Pest Control or Janitorial Services
- (rr) Manufactured Housing Sales
- (ss) Automotive Sales, Rental or Leasing Facility
- (tt) Automotive Parts and Accessories, Outdoor
- (uu) Automobile Repair and Service Limited
- (vv) Automobile Repair and Service General
- (ww) Recreational Vehicle Sales Rental or Service

Site Specific Restrictions for the 1.467-acre C-3 at Westinghouse and Main Street

- (a) Mf, Attached Dwelling Units
- (b) Upper-Story Residential
- (c) Home-Based Business
- (d) Assisted Living
- (e) Nursing or Convalescent Home
- (f) Hospice Facility
- (g) School, Elementary
- (h) School, Middle
- (i) School, High
- (j) School, College
- (k) School, Business or Trade
- (l) Day Care, Group
- (m) Day Care Commercial
- (n) Activity Center, Youth or Senior
- (o) Community Center
- (p) Correctional Facility
- (q) Emergency Services Station
- (r) Government or Postal Office
- (s) Library or Museum
- (t) Social Service Facility
- (u) Transient Service Facility
- (v) Hospital
- (w) Hospital Psychiatric
- (x) Substance Abuse Facility
- (y) Religious Assembly Facilities
- (z) Religious Assembly Facilities w/ Columbaria
- (aa) Public Park, Neighborhood
- (bb) Public Park, Regional
- (cc) Cemetery, Columbaria, Mausoleum, or Memorial Park
- (dd) Inn
- (ee) Hotel, Boutique
- (dd) Hotel Full Service
- (ff) Hotel Limited Service
- (gg) Hotel Extended Stay
- (hh) Motel
- (ii) Theater, Movie or Live
- (jj) Major Event Entertainment
- (kk) Event Facility
- (ll) Driving Range
- (mm) Firing Range, Indoor
- (nn) Blood or Plasma Center
- (oo) Medical Complex
- (pp) Data Center
- (qq) Laundromat
- (rr) Small Engine Repair
- (ss) Funeral Home
- (tt) Manufactured Housing Sales
- (uu) Automotive Sales, Rental or Leasing Facility
- (vv) Automotive Parts & Accessories Sales, Indoor
- (ww) Automotive Parts and Accessories, Outdoor
- (xx) Automotive Repair and Service Limited
- (yy) Automotive Repair and Service General

4. Permitted Accessory Uses.

No accessory uses are proposed in either of the underlying zoning districts.

F. DESIGN STANDARDS

All buildings within this PUD will comply with the UDC Non-Residential Design Standards unless otherwise modified within this PUD.

1. **Densities:** *[see tables below]*

2. **Setbacks:** As permitted in Section 7.03.030 C.4.a.ii of the UDC, retaining walls shall be permitted to be constructed within the building setback.

[see tables below]

3. **Building Heights:** *[see tables below]*

C-3 DESIGN STANDARDS

Dimension	General Commercial C-3 Per UDC	General Commercial C-3 PUD Request
District Size – Min. Acreage	5 Acres	1 Acre
Lot Width (minimum)	50 ft.	50 ft.
Front/Street Setback (minimum)	25 ft.	25 ft.
Side Setback (minimum)	10 ft.	10 ft.
Side Setback to Residential District (minimum)	15 ft.	15 ft.
Rear Setback (minimum)	10 ft.	10 ft.
Rear Setback to Residential (minimum)	25 ft.	25 ft.
Max Height of Building	45 ft.	60/80 ft.*
Bufferyards	C	C

*Office building height limited to 60 ft. / 80 ft. building height allowed for hotel only.

MF-2 DESIGN STANDARDS

Lot and Dimensional Standards	MF-2 (High Density Multifamily) Per UDC	MF-2 (High Density Multifamily) PUD Request
Lot Size (minimum)	2 Acres	2 Acres
Dwelling Units per acre (maximum)	24 Units	24 Units
Apartment Units per Structure (maximum)	24 Units	24 Units
Lot Width (minimum)	50 ft.	50 ft.
Front Setback (minimum)	25 ft.	25 ft.
Side Setback (minimum)	15 ft.	15 ft.
Side Setback to Residential District (minimum)	30 ft.	30 ft.
Rear Setback (minimum)	15 ft.	15 ft.
Rear Setback to Residential District (minimum)	30 ft.	30 ft.
Building Height (maximum)	45 ft.	45 ft.

4. Building Materials. Materials and colors will be submitted to the Planning Director as a condition for final approval of the Site Plan(s).

At least 80% of the collective walls of a building shall be finished in one or more of the following building materials:

- A. Brick, stone, cast stone, marble, granite, glass block, tile, or prefinished architectural metal panels.
- B. Stucco or plaster.
- C. Split-face, shotblast, exposed aggregate, groundface or vertical scored concrete block, poured-in-place concrete, and tilt-wall concrete. Any use of concrete products shall have an integrated color and be textured or patterned. Tilt-wall

concrete structures shall include reveals, punch-outs or other similar surface characteristics to enhance the wall on at least 10% of each wall.

- D. Glass with less than 20% reflectance. A maximum of 50% of the first two stories or floors of a building may be constructed in glass. Above the first two stories or floors, there are no restrictions on the amount of glass allowed.
- E. The following materials may be counted towards the minimum building material requirement if they are installed a minimum of four feet above ground level but shall not comprise more than 60% of the collective walls of the building.
 - 1. Exterior Insulation and Finish System (EIFS) or equivalent product; or
 - 2. The use of Cellulose fiber-reinforced cement building siding that is horizontally installed, such as Hardi-plank or similar product approved by a nationally recognized building products evaluation service shall be limited to the multi-family portions of the project.

5. Building Articulation.

A. Horizontal Articulation (Footprint).

- 1. No building wall shall extend laterally for a distance greater than 120 feet without a perpendicular offset of at least 3 feet.
- 2. Where the length of the wall is less than 120 feet, articulation is not required.
- 3. The perpendicular offset shall extend laterally for a distance equal to at least 50% of the building's average height.
- 4. The perpendicular and lateral offset(s) may be divided and distributed throughout the length of the wall if the applicant demonstrates, to the satisfaction of the Director, that the intent of this Section has been met.

B. Vertical Articulation.

- 1. No building wall shall extend laterally for a distance greater than 120 feet without a change in vertical elevation of at least 25% of such height.
- 2. The change in elevation shall extend laterally for a distance equal to at least 50% of the building's height.
- 3. The vertical change(s) in elevation may be divided and distributed throughout the length of the wall if the applicant demonstrates, to the satisfaction of the Director, that the intent of this Section has been met.

- 6. **Exterior Lighting.** Exterior Lighting on the Property and its buildings will comply with the requirements set forth in Section 7.05 of the UDC related to outdoor lighting unless otherwise described in this PUD. Lighting along Mays Street to be installed with the construction of Mays Street (by others).

G. PARKING.

Parking on the Property shall be in conformance with Chapter 9 of the UDC except as otherwise stated in this Development Plan.

H. VEHICULAR ACCESS AND CIRCULATION

- 1. Transportation Impact Analysis (TIA).** The project will be developed in phases and TIA's shall be prepared, submitted and reviewed with any phase of the project that triggers a TIA as established in the Unified Development Code.
- 2. Driveway Access.** Bi-directional curb cuts shall be limited to those locations where existing median breaks on Mays Street are located. Additional right-in/right-out only driveways may be proposed at the time of Site Plan review and approval. Cross access between lots may be limited/restricted due to topographic constraints. Shared driveways shall be encouraged throughout the project.

I. TREE PRESERVATION

Tree Preservation on the Property shall be in conformance with Chapter 8 of the Unified Development Code unless otherwise stated in this Development Plan.

J. LANDSCAPE AND BUFFER REQUIREMENTS

Vehicular screening, as required by City Code, will be required along public Right of Way (R.O.W.). The use of planted berms is encouraged for visual interest and establishing the natural character previously mentioned. Shade trees planted along the R.O.W. will further enhance the visual experience. Parking lot trees may be counted toward this requirement. Ornamental trees listed within the recommended plant list may count toward the landscape buffer shade tree requirement, but not toward parking shade tree requirements. Where utilities or easements are present, approval must be given by applicable authorities for ornamental trees, shrubs, berms, etc. placed within. In lieu of buffer shade trees, additional shrubs or landscape elements beyond the minimal City requirements may be acceptable as a form of alternative equivalent compliance.

K. SCREENING OF MECHANICAL EQUIPMENT

Screening of mechanical equipment on roof tops shall comply with the UDC except metal panel systems shall also be allowed, provided it is consistent with the materials of the primary building.

L. SIGNAGE

Signage on the Property shall be in conformance with Chapter 10 of the Unified Development Code unless otherwise stated in this Development Plan or in a Master Sign Plan ultimately submitted and approved for the Property.

- 1. Monument Signage.** Monument signage along the public right-of-way shall not be subject to a 25-foot setback from the public right-of-way but shall comply with the minimum setbacks per UDC Table 10.06.010 and prescribed sight distance requirements. Monument signage shall be freestanding with a limestone or other masonry base and landscape skirting the base of the sign.

Monument signs shall be limited to 12 feet in height with a maximum of 96 square feet for each of the 2 permitted sign faces per monument sign.

Monument signs may be lighted with either internal or external illumination that complies with UDC Section 10.05 Light Standards.

- 2. Directional and Wayfinding Signage.** Directional and wayfinding signs internal to the Property shall conform to the UDC.

M. IMPERVIOUS COVERAGE

Impervious coverage on the Property shall be in conformance with Chapter 11 of the Unified Development Code unless otherwise stated in this Development Plan.

N. STORMWATER

Stormwater management on the Property shall be in conformance with Chapter 11 of the Unified Development Code unless otherwise stated in this Development Plan (see Exhibit E). Applicant will encourage all property owners within the PUD to participate in regional water quality and detention facilities.

O. PARKLAND AND COMMON AMENITY AREA

- 1. Parkland.** The parkland dedication requirements of UDC Section 13.05 may be met with fee-in lieu of dedication, as provided for in Section 13.05.010.D, at time of Site Plan approval, in an amount equal to \$200 per new dwelling unit, or by dedication of parkland as required by the UDC. Dedication of parkland will only be accepted upon the approval of the Parks Director and the Parks Advisory Board.
- 2. Common Amenity Area.** The Common Amenity Area requirements of UDC Section 6.06.020 will be met by integrating the following amenities on-site: pedestrian trail, lighting and landscaping in general conformance with those improvements as depicted on Exhibit B.

P. PUD MODIFICATIONS

In conformance with Section 4.06.010.D.3 of the UDC, modifications to this Development Plan shall require City Council approval of an amendment to this PUD processed pursuant to Section 3.06 of the UDC, except, where the Director of Planning determines such modifications to be minor, the Director may authorize such modifications. Minor modifications may include changes to building sizes, uses, or locations providing those modifications conform to the general intent of this PUD, uses authorized by this PUD, or to applicable provisions of the UDC and any other applicable regulations.

Q. LIST OF EXHIBITS

Exhibit A - This PUD Development Plan

Exhibit B - Conceptual Land Plan

Exhibit C - Site Cross Section

Exhibit D - Property Lines & BLDG Setbacks

Exhibit E - Storm Water Management Facilities

Exhibit F - Potential Landscape Areas and Landscape Standards

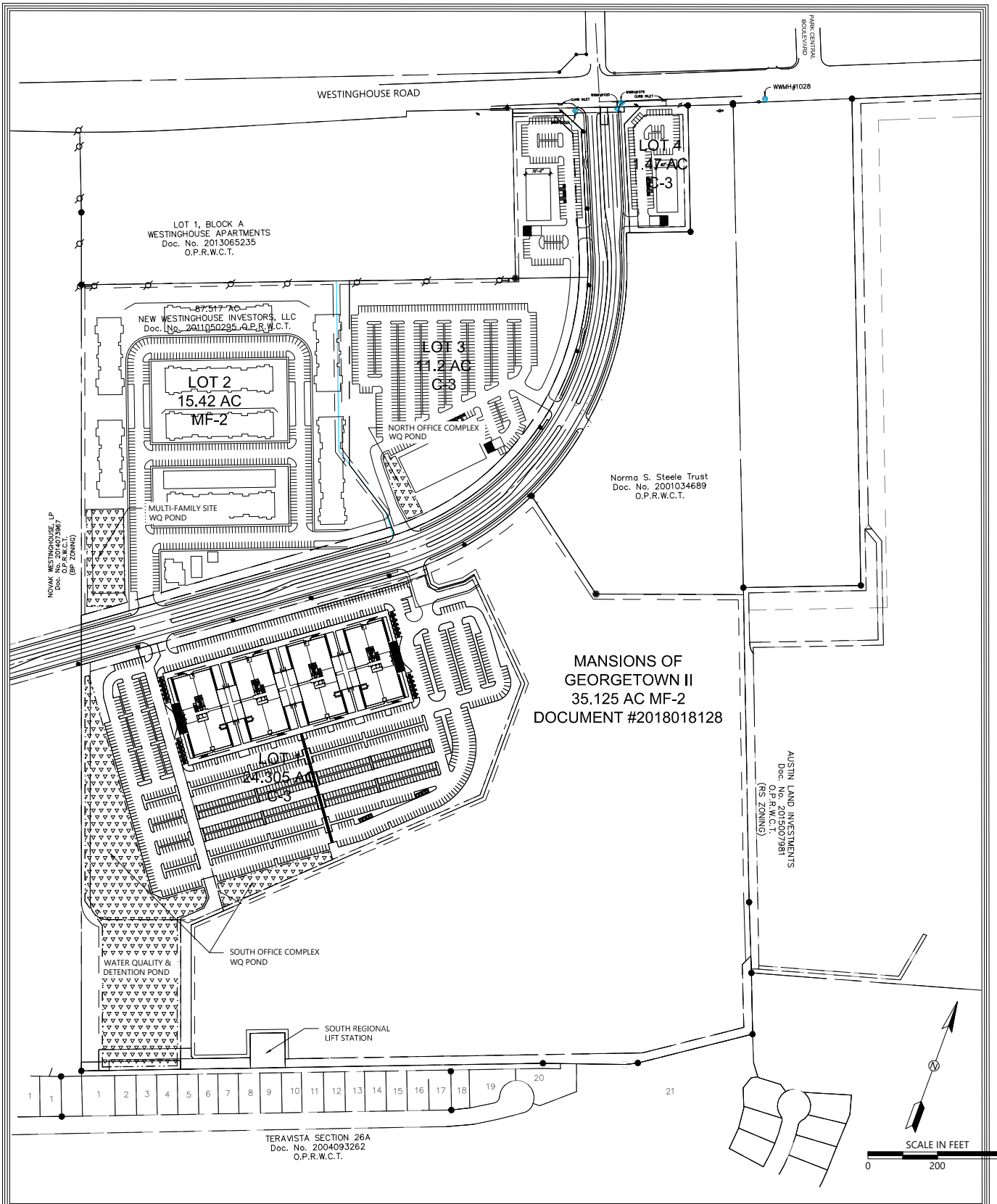
Exhibit G - Contents and General Landscape Design Standards

Exhibit H - Parking Lot Screening and Streetscape Concepts






Exhibit I - Connectivity Exhibit

Exhibit J - Pathway/Rest Area Concept

Exhibit K - Conceptual Renderings of Office Buildings (1&2)



DOCUMENT IS FOR
INTERIM REVIEW AND
NOT INTENDED FOR
CONSTRUCTION BIDDING
OR PERMIT PURPOSES

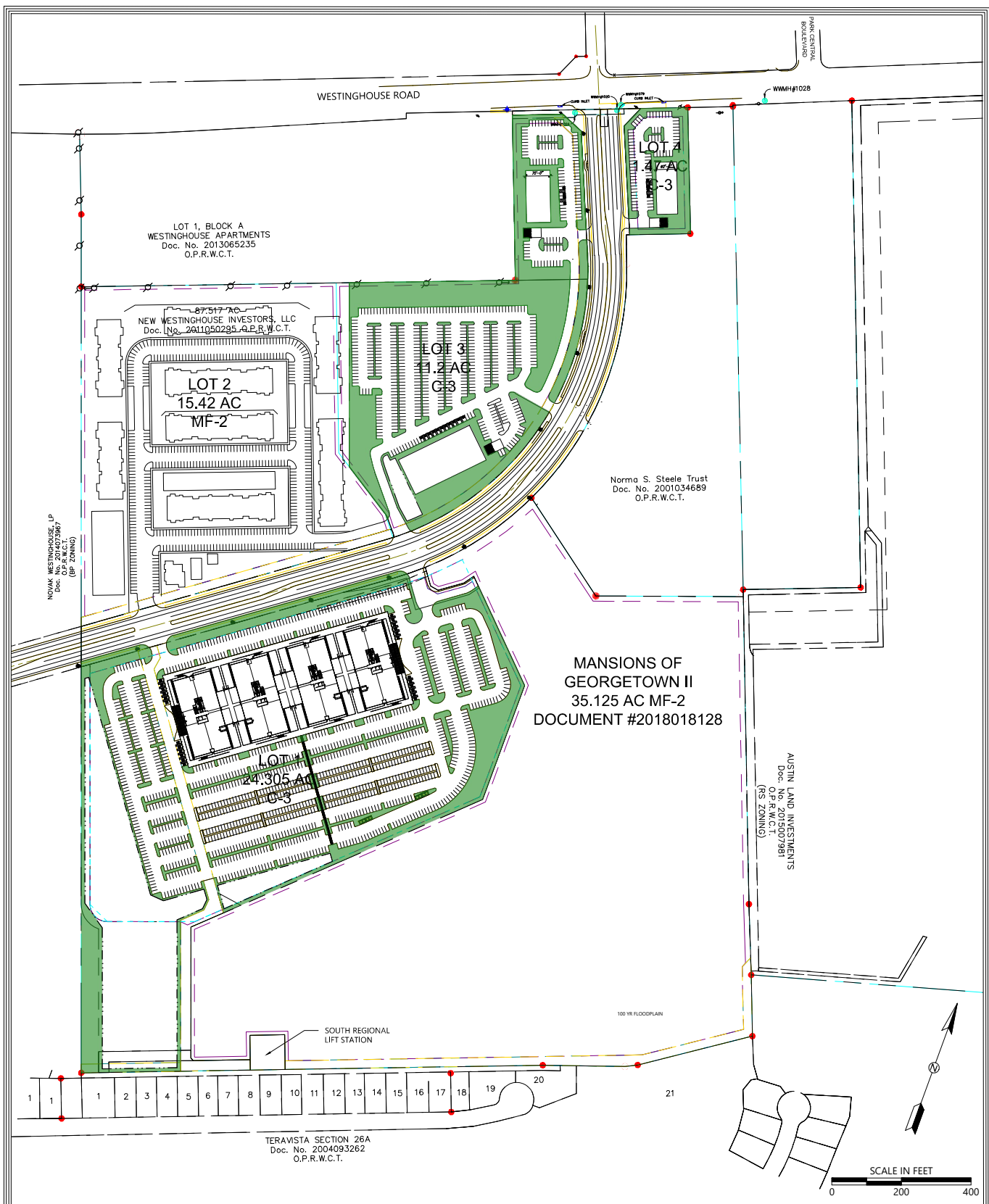
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		No.	DATE	Page 155 of 603	
				DESCRIPTION	BY

TOM GROLL
ENGINEERING
5208 PRYOR LANE, AUSTIN, TEXAS 78734 • (512) 848-5796 •
TBPE FIRM # F-9799 • TOMG@TG-ENG.COM •

PREPARED FOR:

BOURN COMPANIES, LLC
20 E. CONGRESS, SUITE 300
TUCSON, AZ 85701

FILE DATA: Location: C:\PROJECTS\0749-001\HORIZONTAL WESTINGHOUSE INVESTORS\DRAWINGS\HORIZONTAL WESTINGHOUSE INVESTORS EXHIBIT E STORM WATER MANAGEMENT FACILITIES.dwg, User: Tom Groll, Scale: 1/8"=1'-0", Date: 4/16/2020 1:12 PM



Landscape Design Standards

Horizontal Westinghouse Investors Tract P.U.D.
at Westinghouse Road and N. Mays Extension

CONTENTS

- L1.0 Contents & General Landscape Design Standards
- L1.1 Plant Material List, Very Low Water
- L1.2 Plant Material List, Low to Medium Water
- L1.3 Parking Lot Screening & Streetscape-Standards Concept
- L1.4 Parking Lot Screening & Streetscape-Planting Concept
- L1.5 Parking Lot Screening & Streetscape-Conceptual Renderings
- L2.1 Connectivity Exhibit
- L2.2 Pathway/Rest Area Concept

LANDSCAPE DESIGN STANDARDS

In order to achieve a cohesive appearance throughout the P.U.D. it is each property owner's responsibility to adhere to the following landscape design standards set forth herein for the Mays Street Public Right of Way Frontage. These standards, although not required elsewhere within each property, are also encouraged for the PUD as a whole. Each property shall comply with the City of Georgetown's Unified Development Code Chapter 8 & 10 except for the alterations and addendums provided in the PUD agreement documents. This document explains the design intent for the PUD, the objectives to meet this intent, followed by detailed standard exhibits that illustrate those objectives.

The overall design intent is to create an interconnected development which has visual continuity throughout. The unifying theme is integration with the native surrounding habitat, and ecosystem. Providing this integration allows the user to positively connect with their natural environment. The pedestrian experience will be enhanced through high value placed on aesthetics, connectivity, safety, and amenities.

To accomplish this intent the development will utilize the following objectives:

Natural Integration

- Plant Material
 - Native and adapted plant material is paramount to establishing a landscape that fits within the context of the surrounding native ecosystem. Two plant lists are provided within this document which give options for very low to medium water native plants. Properties within this development shall be limited to providing plant material found on these lists along the public Right of Way. The use of these plants is also encouraged throughout the development. The intent of these plants is to limit water use due to low irrigation needs while recreating natural habitat.
- Landscape/Earthwork
 - Inter-working proposed hardscape with existing topography is encouraged. Berms and terraces that provide natural undulation will aid in integrating the existing environment and built improvements.
- Ecosystem Preservation/Restoration
 - In addition to native plant material and earthwork integration the native ecosystem will be further restored through use of rain gardens and the reestablishment of native grasslands. Rain gardens will be utilized for natural storm water management and recharge. Native grass seed mixes shall be used in these areas to reinstate native vegetation.
 - Native grasses planted within bordered beds/berms can serve as contained prairies. This design standard allows for large beds to be affordably planted while providing a clean cut maintained edge surrounded by lawn. These contained prairies will help meet native restoration goals while also aiding in visual continuity mentioned below.

Aesthetic Enhancement

- Visual Continuity
 - Unity can be found in repetition. The design standards that follow in this document serve to unify the development through visual repetition of plant material, earthwork, boulder features, plant bed and lawn layout, and amenities.
- Unsightly Screening
 - Vehicular screening, as required by City Code, will be required along public Right of Way (R.O.W.). The use of planted berms is encouraged for visual interest and establishing the natural character previously mentioned. Shade trees planted along the R.O.W. will further enhance the visual experience. Parking lot trees may be counted toward this requirement. Ornamental trees listed within the recommended plant list may count toward the landscape buffer shade tree requirement, but not toward parking shade tree requirements. Where utilities or easements are present approval must be given by applicable authorities for ornamental trees, shrubs, berms, etc. placed within. In lieu of buffer shade trees additional shrubs or landscape elements beyond the minimal City requirements may be acceptable as a form of alternative equivalent compliance.
- Serene Views
 - Special consideration should be given to views from at the pedestrian level. Focal points such as limestone boulder outcrop features, and views framed with vertical elements are recommended intermittently.

Connectivity

- Pedestrian Circulation
 - Walkways, crosswalks, and pathways are to be located throughout the development to provide safe and convenient access to all necessary areas. Special attention should be given to providing safe pedestrian connections from parking areas to the building(s) with minimal vehicular encounters.
- Interconnectivity
 - Adjacent properties shall provide pedestrian connection points to each other. These connections should be logically located for the purpose of convenient pedestrian access throughout the P.U.D..

Human Experience

- Safety/Comfort
 - Above all safety is of primary importance. Property owners are encouraged to pay special attention to security concerns such as pedestrian visibility during night and day; car visibility at intersections and parking areas; pedestrian, bicycle, and vehicular conflicts; elevation drops greater than 30" height; sharp, pointy, or poisonous plant material near pedestrian areas; areas with standing water; poisonous or dangerous animals/insects; etc..
- Entertainment
 - Passive and active recreation areas are encouraged throughout the development. These can include but aren't limited to eating areas, open space, reading and conversation nooks, outdoor conference rooms, table game areas, active recreation space, trails, benches, pet areas, wildlife overlooks, etc..
- Function
 - The pedestrian experience should be geared toward the use of the site. The amenities should focus on complementing the needs of the patrons.



William S. Blair

HORIZONTAL WESTINGHOUSE INVESTORS TRACT EXHIBIT G- CONTENTS & GENERAL LANDSCAPE DESIGN STANDARDS

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Sheet No.	1 of 8
Project No.	1642-LP

No.	DATE	DESCRIPTION	BY
1	3/30/17	Initial Design	WB
2	3/30/17	Revised Design	WB
3	3/30/17	Final Design	WB
4	3/30/17	Final Design	WB
5	3/30/17	Final Design	WB
6	3/30/17	Final Design	WB
7	3/30/17	Final Design	WB
8	3/30/17	Final Design	WB
9	3/30/17	Final Design	WB
10	3/30/17	Final Design	WB

Page 157 of 603



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ARCHITECTURE, LLC**
QUALITY. INTEGRITY. RELIABILITY.

PO Box 82514 | Austin, TX 78708 | (512) 589-7873
William S. Blair | Will@BlairLA.com | www.BlairLA.com

PREPARED
FOR:

BOURN COMPANIES, LLC
20 E. CONGRESS, SUITE 300
TUCSON, AZ 85701

Native Very Low Water Plant List

Scientific name	Common Name
Trees, Shade	
Fraxinus texensis	Ash, Texas
Quercus laceyi	Oak, Lacey
Quercus macrocarpa	Oak, Burr
Quercus polymorpha	Oak, Monterey
Ulmus crassifolia	Elm, Cedar
Trees, Ornamental	
Cercis canadensis var. 'forest pansy'	Redbud, Forest Pansy
Cercis canadensis var. 'mexicana'	Redbud, Mexican
Cercis canadensis var. 'texensis'	Redbud, Texas
Chilopsis linearis	Desert Willow
Cordia boissieri	Olive, Mexican
Cupressus arizonica	Cypress, Arizona
Diospyros texana	Persimmon, Texas
Eysenhardtia texana	Kidneywood
Luecaena retusa	Goldenball Leadtree
Parkinsonia aculeata	Retama Palo Verde
Prosopis glandulosa	Honey Mesquite
Punica granatum	Pomegranate
Sophora secundiflora	Mountain Laurel, Texas
Styphnolobium affinis	Eve's Necklace
Shrubs/Perennials/Groundcovers	
Anisacanthus quadrifidus var. wrightii	Flame Acanthus
Artemisia 'Powis Castle'	Artemisia
Berberis trifoliata (Mahonia trifoliata)	Agarita
Bulbine frutescens (Bulbine caulescens)	Bulbine
Calylophus berlandieri	Calylophus (Square Bub Primrose)
Calylophus vialis	Horseherb
Chrysactinia mexicana	Damianita
Dalea frutescens	Dalea, Black
Elaeagnus pungens	Eleagnus
Forestiera pubescens	Elbow bush
Lantana urticoides	Lantana, Texas
Liatris lindheimeri	Gayfeather
Melampodium luecanthum	Daisy, Blackfoot
Mimosa borealis	Fragrant Mimosa
Salvia roemeriana	Sage, Cedar
Santolina chamaecyparissus	Santolina (Lavender Cotton)
Tetranneuris scaposa	Hymenoxys (Four Nerve Daisy)
Viguiera stenoloba	Skeletonleaf Goldeneye
Cacti/Succulents	
Agave americana	Agave, Century Plant (Blue)
Agave americana 'Marginata'	Agave, American Marginata
Agave americana 'Mediopicta'	Agave, American Mediopicta
Agave bracteosa	Agave, Squid (Spider)
Agave celesii	Agave, Celesii
Agave ferox	Agave, Ferox
Agave filifera	Agave, Filifera
Agave franzosinii	Agave, Franzosinii
Agave geminiflora	Agave, geminiflora
Agave havardiana	Agave, Harvard
Agave lophantha 'Center Stripe'	Agave, Center Stripe
Agave montana	Agave, Mountain
Agave multifilifera	Agave, Multifilifera
Agave murphyi	Agave, Murphyi
Agave ovatifolia 'Whale Tongue'	Agave, Whale Tongue
Agave parrasana	Agave, Giant Artichoke
Agave parryi	Agave, Parry's
Agave parryi v. neomexicana	Agave, Neomexicana
Agave parryi x parryi	Agave, Parryi x Parryi
Agave parryi truncata	Agave, Parryi Truncata
Agave schidigera 'Durango Delight'	Agave, Durango Delight
Agave salmiana x ferox	Agave, Salmiana x Ferox
Agave stricta	Agave, Stricta
Agave tequilana	Agave, Blue
Agave victoriae-reginae	Agave, Queen Victoria
Agave victoriae-reginae	Agave, Queen Victoria, Dwarf
Agave vilmoriniana	Agave, Octopus
Agave webberii	Agave, Webberii
Agave x manfreda	Macho Mocha
Carnegiea gigantea	Saguaro, Arizona
Dasyliirion Longissima	Sotol, Smooth leaf
Dasyliirion texana	Sotol, Texas Green
Dasyliirion wheeleri	Sotol, Wheelers Blue
Echinocereus fasciculatus	Cactus, Arizona Rainbow
Echinocactus grusonii	Cactus, Golden Barrel
Echinocactus texensis	Cactus, Horse Crippler
Echinocereus horizontalis	Cactus, Blue Barrel
Echinocereus triglochid	Cactus, Hedgehog, Strawberry
Echinocereus triglochidiatus	Cactus, Claret Cup

Euphorbia antisiphilitica	Candelilla
Ferocactus acanthodes	Cactus, Fire Barrel
Ferocactus wislizenii	Cactus, Fishhook Barrel
Fouquieria splendens	Ocotillo
Hesperaloe funifera	Yucca, Giant Red
Hesperaloe parviflora	Yucca, Red
Manfreda maculosa	Manfred
Opuntia engelmannii	Cactus, Engelmann's Prickly Pear
Opuntia ficus-Indica	Cactus, Indian Fig
Opuntia imbricata	Cactus, Cholla
Opuntia ligifolia	Cactus, Cow's Tongue
Opuntia microdasy	Cactus, Horse Blinder
Opuntia rufida	Cactus, Cinnamon Dot
Opuntia santa rita	Cactus, Santa Rita Prickly Pear
Opuntia sp.	Cactus, Bravertail Prickly Pear
Opuntia sp.	Cactus, Old Mexico Prickly Pear
Opuntia sp.	Cactus, Pinecone Prickly Pear
Opuntia sp.	Cactus, Spineless Prickly Pear
Trichocereus terscheckii	Saguaro, Argentine specimen
Yucca aloifolia	Yucca, Spanish Bayonet
Yucca constricta	Yucca, Buckley's
Yucca elata	Yucca, Soaptree
Yucca faxonia	Yucca, Giant White
Yucca filamentosa	Yucca, Adam's Needle
Yucca filifera	Yucca, Izote
Yucca filifera	Yucca, Izote Specimen
Yucca linearifolia	Yucca, Narrow Leaf
Yucca glorisa	Yucca, Glorisa
Yucca glorisa	Yucca, Glorisa Specimen
Yucca grandiflora	Yucca, Grandiflora Specimen
Yucca harrimaniae	Yucca, Harry Man
Yucca neomexicana	Yucca, Neomexicana
Yucca pallida	Yucca, Paleleaf (Blue Twist Leaf)
Yucca recurvifolia/pendula	Yucca, Softleaf
Yucca reverchonii	Yucca, Reverchonii (Softleaf)
Yucca rostrata	Yucca, Beaked
Yucca rupicola	Yucca, Green Twistleaf
Yucca schidigera	Yucca, Schidigera
Yucca schottii	Yucca, Hoary
Yucca thompsoniana	Yucca, Thompson
Yucca torreyi	Yucca, Torreyi
Yucca treculeana	Yucca, Spanish Dagger
Yucca whipplei	Yucca, Chaparral

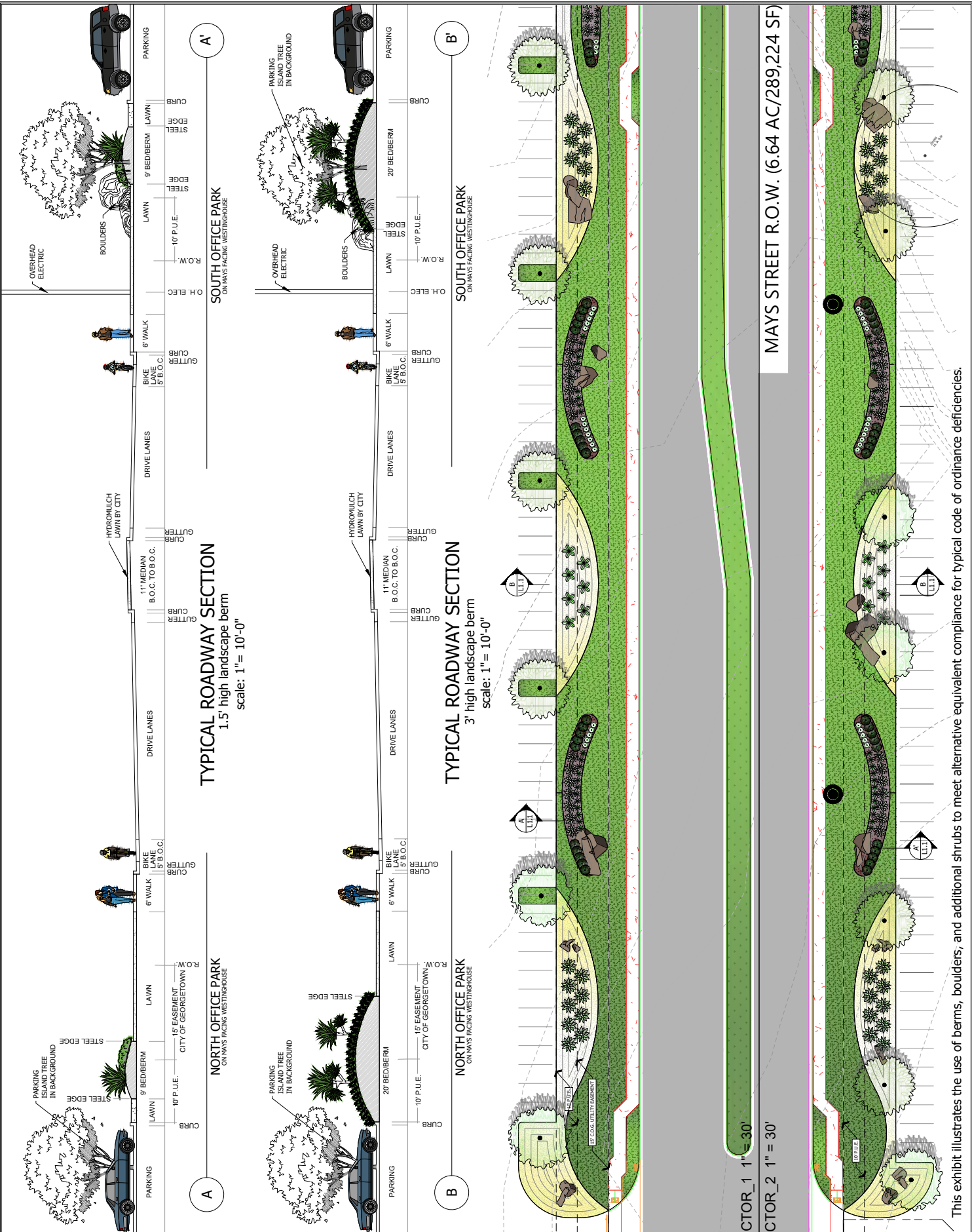
Grasses	
Muhlenbergia dubia	Muhly, Pine
Nolina lindheimeriana	Nolina, Devils Shoestring
Nolina matpensis	Nolina, Bear Grass Tree
Nolina nelsonii	Nolina, Blue
Nolina texana	Nolina, Texas Bear
Nolina texana	Basket Grass (Sacahuista)
Bouteloua curtipendula	Side Oats Grama
Schizachyrium scoparium	Little Bluestem
Sorghastrum nutans	Yellow Indian Grass
Eragrostis spectabilis	Purple Love Grass
Setaria scheelei	Southwest Bristlegrass
Nassella tenuissima	Mexican Feather Grass
Bouteloua dactyloides	Buffalograss
Bouteloua eriopoda	Black grama
Setaria texana	Texas bristlegrass
Achnatherum coronatum	Giant rice grass
Andropogon ternarius	Splitbeard bluestem
Aristida purpurea	Purple threeawn
Bothriochloa laguroides ssp. torreyana	Silver Beard Grass

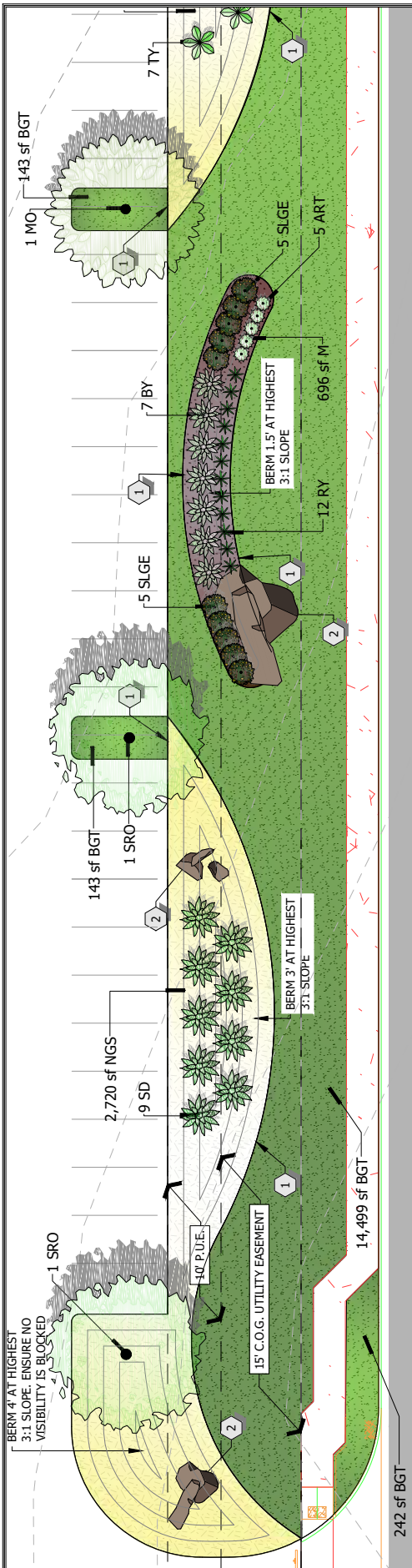


Native Low to Medium Water Plant List

<u>Scientific name</u>	<u>Common Name</u>
Trees, Shade	
Carya illinoensis	Pecan
Platanus mexicana	Sycamore, Mexican
Quercus fusiformis	Oak, Escarpment Live
Quercus muhlenbergii	Oak, Chinquapin
Quercus texana	Oak, Texas Red
Quercus shumardii	Oak, Shumard Red
Quercus virginiana	Oak, Live (Southern)
Taxodium distichum	Cypress, Bald
Taxodium mucronatum	Cypress, Montezuma
Trees, Ornamental	
Bauhinia lunariodes	Anacacho Orchid Tree
Ilex cornuta 'Nellie R. Stevens'	Holly, Nellie R. Stevens
Ilex decidua	Holly, Possumhaw
Ilex vomitoria	Holly, Yaupon
Lagerstroemia indica	Crape Myrtle
Morella cerifera	Wax Myrtle
Prunus caroliniana	Cherry Laurel
Rhus virens	Sumac, Evergreen
Ungnadia speciosa	Buckeye, Mexican
Shrubs/Perennials/Groundcovers	
Achillea spp.	Yarrow
Ageratina havanensis	Mistflower, White
Aspidistra elatior	Cast Iron Plant
Buddleja marrubifolia	Butterfly Bush, Wooly
Caesalpinia pulcherrima	Pride of Barbados
Cassia corymbosa	Senna, Flowering
Coreopsis lanceolata	Coreopsis
Cotoneaster spp.	Cotoneaster
Dietes bicolor	Iris, Bicolor
Feijoa sellowiana	Pineapple Guava
Galphimia glauca	Thryallis, Golden Showers
Gaura lindheimeri	Gaura
Ilex cornuta 'Burfordii'	Holly, Dwarf Burford
Ilex vomitoria 'Nana'	Holly, Dwarf Yaupon
Justicia spicigera	Honeysuckle, Mexican
Leucophyllum frutescens	Sage, Texas
Pavonia lasiopetala	Rock Rose
Penstemon baccharifolius	Penstemon, Rock
Plumbago auriculata	Plumbago
Poliomntha longiflora	Oregano, Mexican
Rhus aromatica	Sumac, Fragrant
Rosmarinus officinalis	Rosemary, Upright
Sabal minor	Palmetto, Texas Dwarf
Salvia greggii	Sage, Cherry
Salvia leucantha	Sage, Mexican Bush
Salvia penstemonoides	Sage, Penstemon, Big Red Sage
Scutellaria suffrutescens	Skullcap, Pink
Tagetes lemmonii	Daisy, Copper Canyon
Tecoma stans	Esperanza/Yellow Bells
Teucrium fruticans	Germander, Bush
Tulbaghia violacea	Society Garlic
Viburnum suspensum	Viburnum, Sandankwa
Grasses	
Muhlenbergia capillaris	Muhly, Gulf
Muhlenbergia lindheimeri	Muhly, Big
Muhlenbergia rigens	Muhly, Deer
Groundcover	
Carex perdentata	Sedge, Meadow
Dichondra argentea	Silver Ponyfoot
Liriope muscari	Liriope
Myoporum parvifolium	Myoporum
Ophiopogon japonicus	Monkey Grass (Mondo Grass)
Origanum vulgare	Oregano
Rosmarinus officinalis var. prostratus	Rosemary, Trailing
Turf Grass	
Cynodon dactylon	Bermuda: 'Tif 419', 'Sahara', 'Discovery'
Bouteloua dactyloides	Buffalo: '609', 'Stampede'
Zoysia matrella, japonica, and tenuifolia	Zoysia: Z. japonica, 'Zeion', 'El Toro', 'JaMur', 'Palisades'
	Narrow Leaf: Z. matrella, 'Emerald', 'Zorro'







PLANT SCHEDULE

This is a sample planting plan
BOTANICAL NAME

CODE COMMON NAME

SOD/SEED

BGT	Bermuda Grass, 'Tif 419', Sod Provide 6" of additional topsoil. Top of lawn 1" below top of adjacent concrete/hardscape. Roll sod to flatten. Spray irrigation. Obtain proper approvals/agreements for irrigation within R.O.W..	Cynodon dactylon 'Tif 419'
HL	Hydromulch Lawn Hydromulch Lawn to be specified and installed by the City.	Cynodon dactylon
NGS	Native Grass Seed Bushy Bluestem, Big Bluestem, Prairie Wildrye, & Eastern Gamagrass (equal quantities of each). Provide 2" additional topsoil. Quantities and per seed distributor recommendation. Available at seedsources.com.	Native Grass Seed Mix

MO	Monterey Oak	Quercus polymorpha 'Monterey'
SRO	Shumard Red Oak	Quercus shumardii
ART	Powis Castle Artemisia	Artemisia x 'Powis Castle'
BY	Beaked Yucca, 'Blue Velvet'	Yucca rostrata 'Blue Velvet'
RY	Red Yucca	Hesperaloe parviflora
SD	Spanish Dagger 2' tall trunk	Yucca treculeana
SLGE	Skeletonleaf Goldeneye	Viguiera stenoloba
TY	Thompson's Yucca 3+ Head, 5.5' + Tall Trunk	Yucca thompsoniana

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	Steel edge, 3/16" x 4" landscape edging as manufactured by Ryerson, or equal, dark green and furnished with steel stakes. Install edging in smooth curves free of kinks. Final height of edging to be 1" above height of soil mat of sod.
2	Limestone Boulders, relocate existing on site. Lean smaller boulders onto larger boulders.

This exhibit illustrates the use of berms, boulders, and additional shrubs to meet alternative equivalent compliance for typical code of ordinance deficiencies.



**BLAIR LANDSCAPE
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**Horizontal Westinghouse
Investors Tract
P.U.D. Standards**

N Mays & Westinghouse, Georgetown, TX

EXHIBIT H-
**Parking Lot Screening &
Streetscape-Planting Concept**

L1.4

5 OF 8



**BLAIR LANDSCAPE
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**Horizontal Westinghouse
Investors Tract
P.U.D. Standards**

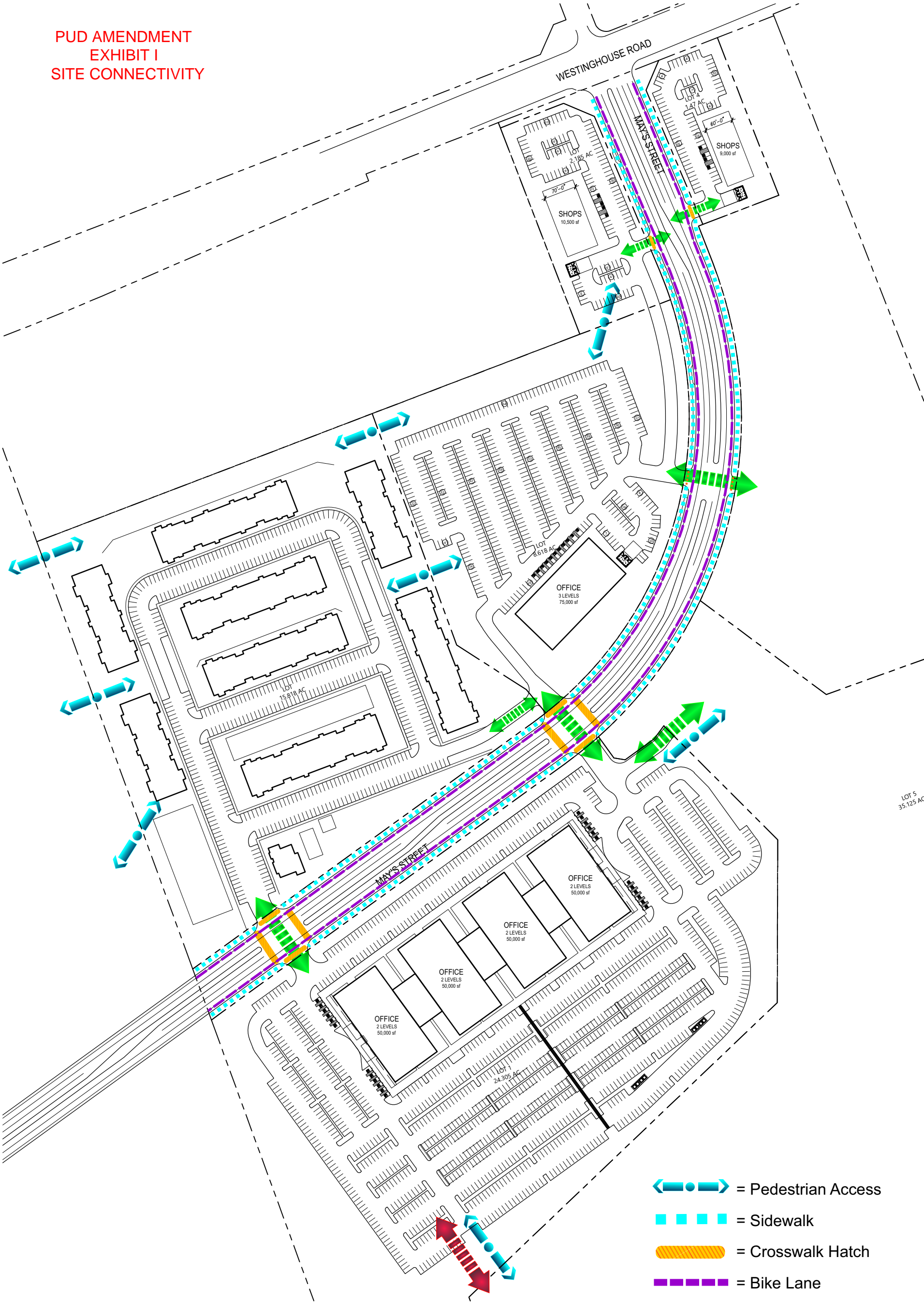
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N Mays & Westinghouse, Georgetown, TX

EXHIBIT H-
**Parking Lot Screening
& Streetscape
-Conceptual Renderings**

L1.5

6 OF 8

PUD AMENDMENT
EXHIBIT I
SITE CONNECTIVITY



1 SITE PLAN
SCALE: N.T.S.

BOURN COMPANIES

20 E. Congress St., Suite 300
Tucson, AZ 85701
Main (520) 323-1005 Fax (520) 323-5630

This depiction is a general schematic plan of improvements which are currently contemplated only and expressly is not a representation regarding the actual size, configuration, location or number of depicted features which have been constructed or will be constructed. This depiction is subject to change from time-to-time and is also subject to the approval of all governmental agencies and authorities having jurisdiction thereover. This depiction may be used solely for the purposes specifically represented therein.

WESTINGHOUSE
GEORGETOWN, TX

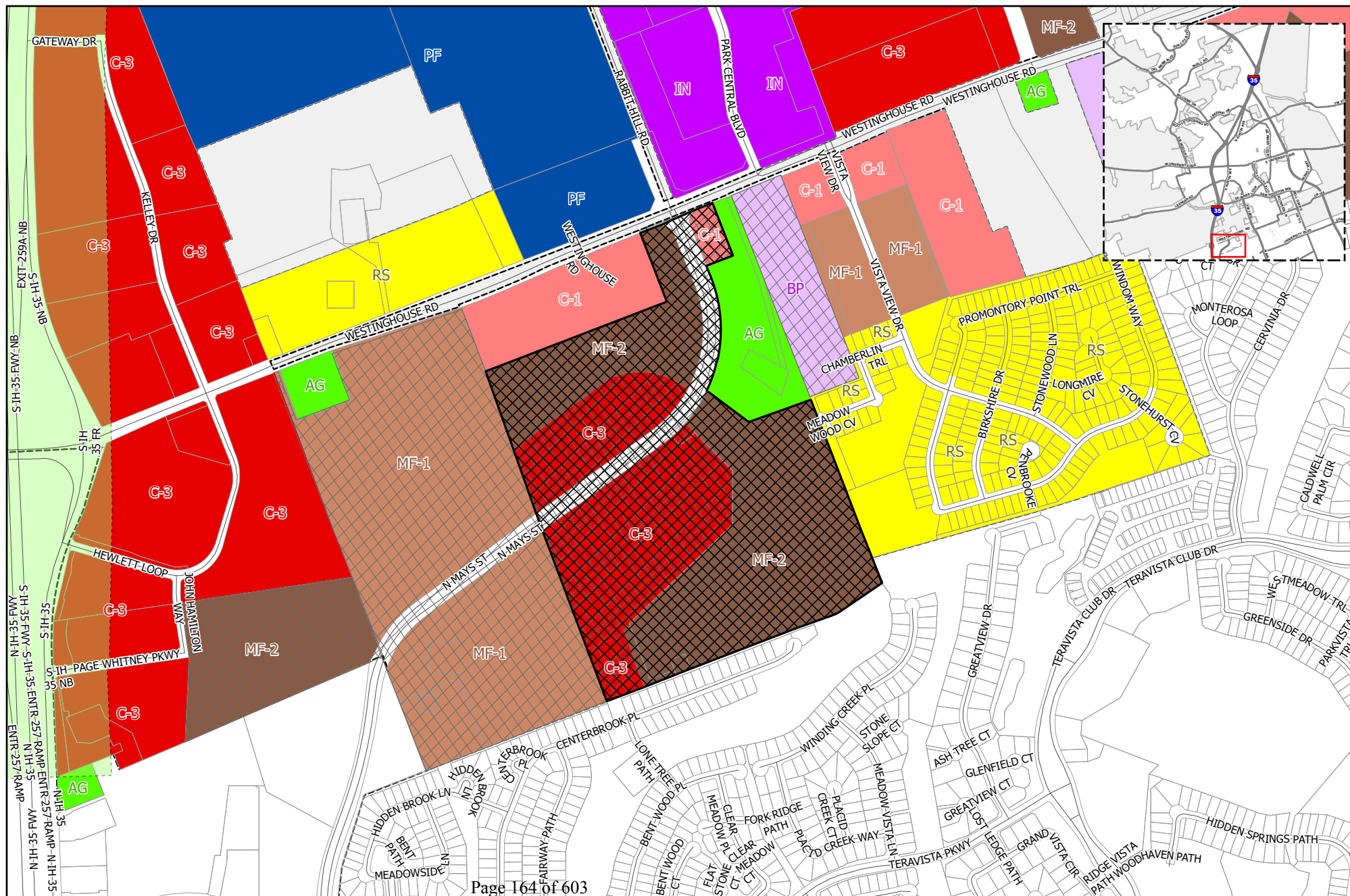


ZONING

2020-1-PUD

Exhibit #3

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





CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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

Project Name/Address: South of Westinghouse and west of May Street.

Project Case Number: 2020-1-PUD P&Z Date: April 7, 2020 Case Manager: Sofia Nelson

Name of Respondent: Edward Dollase
(Please print name)

Signature of Respondent: [Signature]
(Signature required for protest)

Address of Respondent: 621 Meadow Wood Cove Georgetown TX
(Address required for protest)

I am in FAVOR: 28 I OBJECT: _____

Additional Comments:

We prefer to not have any liquor or
beer stores in the commercial part.

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.



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Project Name/Address: South of Westinghouse and west of May Street

Project Case Number: 2020-1-PUD P&Z Date: April 7, 2020 Case Manager: Sofia Nelson

Name of Respondent: _____

Gaby Olivet
(Please print name)

Signature of Respondent: _____

(Signature required for protest)

Address of Respondent: _____

807 Centerbrook Pl. Round Rock, TX 78681
(Address required for protest)

I am in FAVOR: _____

I OBJECT: ✓

Additional Comments:

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Gaby Olivet
(Please print name)

Signature of Respondent: _____

(Signature required for protest)

Address of Respondent: _____

807 Centerbrook Pl. Round Rock, TX 78681
(Address required for protest)

I am in FAVOR: _____

I OBJECT: ✓

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Project Name/Address: South of Westinghouse and west of May Street.

Project Case Number: 2020-1-PUD P&Z Date: April 7, 2020 Case Manager: Sofia Nelson

Name of Respondent: NILES J. ABBOTT
(Please print name)

Signature of Respondent: [Handwritten Signature]
(Signature required for protest)

Address of Respondent: 814 CENTERBROOK PL Rowles Rock, TX 78665
(Address required for protest)

I am in FAVOR: _____

I OBJECT: ✓

Additional Comments:

THIS DEVELOPMENT HAS ALREADY RUINED MY
"FOREVER" HOME AND ANY ADDITIONAL CONSTRUCTION
WOULD ONLY LOWER MY HOME VALUE. THESE CONDOS
ARE ALREADY THE MOST UNATTRACTIVE DEVELOPMENT I'VE
SEEN IN THIS AREA. I HAVE LOST ALL FAITH IN THE CITY OF
Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, ^{GEORGETOWN,} Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.

ALSO, WHERE IS THE ADEQUATE AMOUNT
OF ROADING TO SUPPORT THIS LEVEL
OF CONSTRUCTION? I DO NOT WANT
TERAVISTA PKWY BECOMING A "THRU WAY."



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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

Project Name/Address: South of Westinghouse and west of May Street.

Project Case Number: 2020-1-PUD P&Z Date: March 17, 2020 Case Manager: Sofia Nelson

Name of Respondent: Matthew Hiles, Owner
(Please print name)

Signature of Respondent: Matthew Hiles
(Signature required for protest)

Address of Respondent: Mansions 54, 5401 North Mays St.
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

Opposed since we were assured by Master Developer that the office land south of Mays would be developed next. This proposed change will further delay that and incentivize development of more multi-family next instead of office that was intended to create a live, work, play environment.

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be presented to the Commission.

OVERVIEW

The proposed PUD amendment area consists of 52.4 acres fronting both the south and north sides of Mays Street south of Westinghouse Road. The site is owned by New Westinghouse Investors, LLC., a Bourn Companies affiliate. Bourn Companies (Bourn) is located in Tucson, Arizona and has an extensive track record in large scale office and mixed-use development. In 25+ years, Bourn has developed 4.3 million + square feet of successful development projects primarily in Arizona.

Bourn has a longstanding relationship with the City of Georgetown with successful development on previous projects. Bourn and the City have worked together over the years to collectively put together the existing TIRZ for the area, install sewer and a regional lift station and construct Mays Street from Westinghouse Road south to Teravista Parkway.

The 52.4 acres making up the PUD amendment area is currently challenged by relatively severe topography (the site north of Mays Street drops 75+ feet vertically from north to south) and a lack of utility infrastructure. These physical challenges have dramatically limited the ability to develop large scale projects with slopes and grade changes that do not work for buildings with big building footprints and accompanying site work. In order to make the acreage developable, a mass grading (200,000 + cubic yards of dirt need to be moved) program needs to be implemented that smooths out the topography and creates slopes that work within required engineering specifications. The zoning boundaries also need to be adjusted to line up with the grading contours in the post grading condition. In addition, sewer and water utility infrastructure must be installed from the regional lift station throughout the PUD area.

The proposed grading and utility program is highly capital intensive and requires between \$2.5 to \$3.0 million to complete the work. Adjusting the zoning boundary in the current PUD amendment allows the PUD area to work with the proposed grading and, as importantly, enables a sale of the 15.42 MF2 acreage to a 3rd party developer. The capital from this sale will be used (a contractual requirement of the sale) to complete the above described improvements. Without this PUD amendment and the subsequent sale of the 15.42 acres the site may remain in a physical condition that does not work for large scale commercial development.

PUD AMENDMENT

With the current PUD amendment, Bourn proposes an adjustment of the zoning boundary to the acreage north of Mays Street. **The boundary line adjustment would reconfigure both the 15.42 acre MF2 and the 11.2 acre C3 parcels and maintain the same acreage of each zoned area.** The MF2 zoned area moves west and the 11.2 acre moves east. The acreage south of Mays Street remains the same as it is currently configured today and is all C3 zoned.

As described above, the PUD amendment enhances the ability for future development and ultimately creates a physical environment suitable for large scale development. The remaining C3 acreage is well situated along Mays Street and is appropriate for office park development. Bourn has had extended conversations with the City related to this PUD amendment and specifically how it relates to unlocking the ability for future development. Bourn remains committed to office development at the site.

The parcel locations of the newly reconfigured boundaries proposed in the current PUD amendment allow for clustering of uses as well as pedestrian and vehicular connections within the PUD and adjacent property owners. Each of these concepts is important in mixed use development.

GRADING SPECIFICS

Elevations across the PUD site range between 890' msl at the Westinghouse Road/Mays Street intersection down to 787' msl at the southwest corner of the tract where all drainage leaves the site. Most of this grade change (approximately 75 vertical feet) occurs on the north side of Mays Street and presents a significant challenge to development of the property, particularly with respect to a large building footprint and the required parking. Due to the existing terrain the development of a large building footprint and parking area will require mass grading of the land to create slopes that accommodate building construction, and vehicular and pedestrian circulation. South of Mays Street the opposite problem exists. A significant portion of the area has very gentle slopes and is low-lying such that storm water is extremely slow to run-off creating an adverse condition for development. The topography of the site lends itself well to a mass grading solution in that material from the north side of Mays Street could be moved to the south side of the road thereby creating very buildable and attractive development settings.

Mass grading conceptual plans have been developed to accomplish balancing the site and correct the existing topography issues to accommodate its development of large format buildings. Included in the grading analysis is the removal of the 66,000 cubic yard spoils pile remaining from the construction of the Anatole Apartment complex. In all, approximately 200,000 cubic yards of material should be moved from the north side of Mays Street to the south and east side of Mays Street to make the entire site constructible for its intended uses. In addition to enabling future development, the mass grading will allow the City to have improved access to the South Regional Lift Station as a result of raising the existing grades of the access roadway and thereby eliminating ponding conditions.

The future development of the New Westinghouse Investors tract is heavily dependent on the owner's ability to create an appropriate physical setting that is marketable and constructible. Evidence of this can be seen at the adjacent Mansions 54 development where a very significant grading exercise was necessary to make that site constructible and attractive.

UTILITIES SPECIFICS

In order to activate development of the site, water infrastructure needs to be extended throughout the site and sewer needs to be extended from the regional lift station throughout the site. The water portion will require 1,300 + feet of underground extensions and sewer must be extended 3,400 + feet. The water plan is already approved by the City and we have completed drawings for sewer that still need to be processed with the City.

Westinghouse PUD Amendment P & Z Meeting

April 21, 2020

Presented By:

BOURN[®]
COMPANIES

BOURN COMPANIES OVERVIEW

- Based in Tucson, Arizona with a 25 + year track record of successful development
- Office, mixed-use and development (40+ projects, 4.3 million + SF)
- 25+ employees
 - Project management, design, architecture, marketing, finance, accounting in house

Westinghouse PUD
P & Z Meeting
April 21, 2020

Presented By:
BOURN[®]
COMPANIES

OVERVIEW | Recent and Current Development Examples

- GEICO Regional Headquarters & GEICO Call Center
 - 250,000 total square feet with solar covered parking, cafeteria, outdoor gathering spaces
- City Park including the Hexagon Mining US Headquarters in downtown Tucson.
- The Bridges
 - 112 acre mixed-use development with office, retail, restaurant, residential and hospitality

WESTINGHOUSE PUD PROPERTY SUMMARY

- 87.5 Acres in total PUD area, of which 52.4 acres owned by New Westinghouse Investors, LLC (Bourn)
- The PUD area currently includes both MF2 and C3 zoning
- History of Bourn/Georgetown partnership
 - TIRZ
 - Regional sewer lift station
 - Mays Street

PUD AMENDMENT REQUEST

- Adjust the zoning boundary on the parcels north of Mays Street in order to enable future development
- Land acreage of each zoning category within the PUD remains the same as in the current PUD
 - i.e. MF2 changes shape and location and remains at 15.42 acres

SITE PLAN



Westinghouse PUD
P & Z Meeting
April 21, 2020

Presented By:
BOURN
COMPANIES

REASONS FOR PUD REQUEST

- Physical challenges to development
 - Topography
 - Large grade changes and slopes across the entire PUD area
 - The PUD area north of Mays Street drops over 75 feet vertically from north to south
 - Not developable with large format buildings unless topography is changed through an extensive grading effort (200,000 + cubic yards)
 - Utilities
 - Water and sewer both need to be extended from the regional lift station

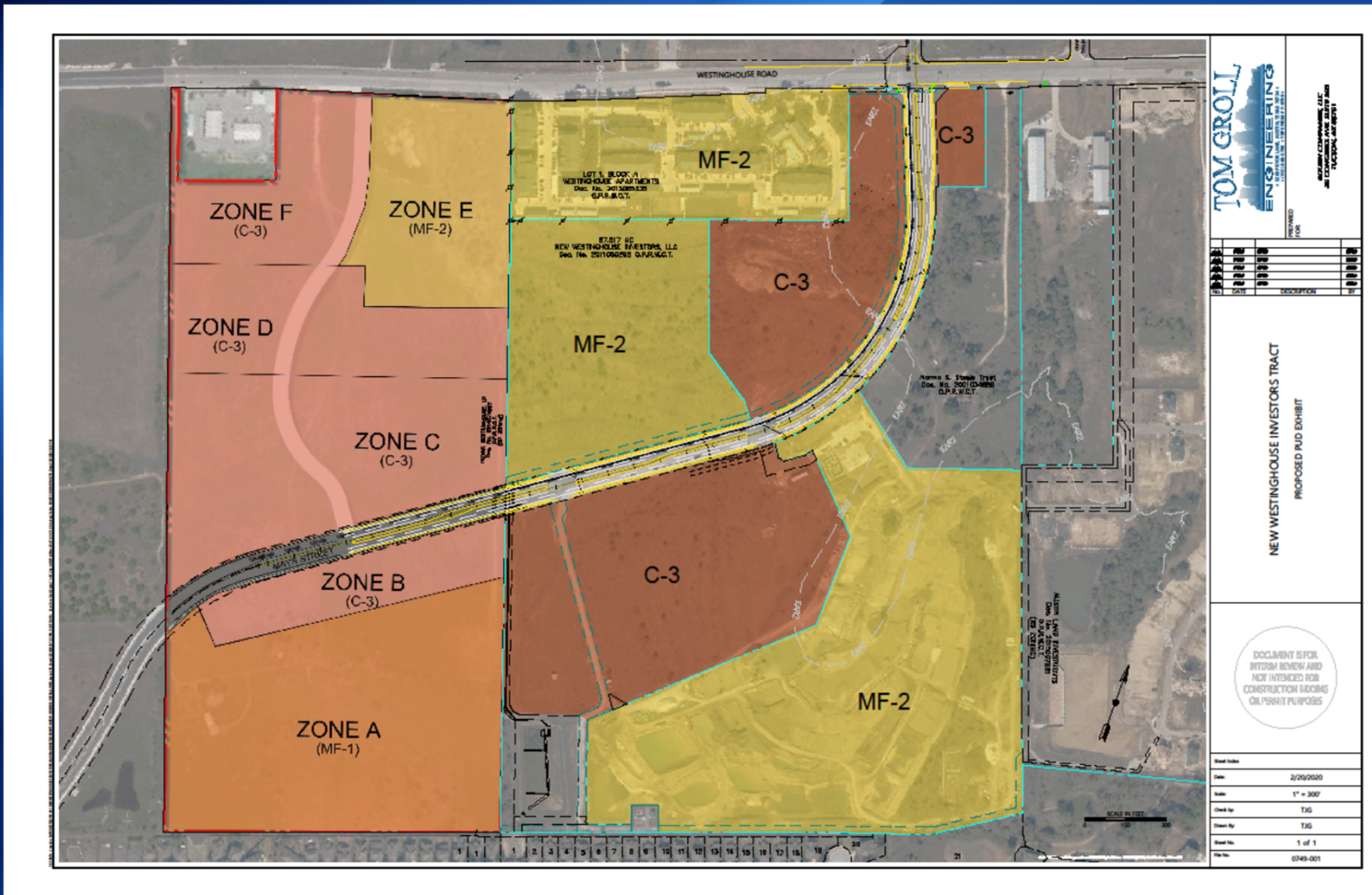
REASONS FOR PUD REQUEST

- Economic challenge to development
 - \$2.5 to \$3.0 million for grading and utilities
- The Boundary line adjustment enables
 - Sale of 15.42 MF2 acres to a third-party buyer
 - Approximately \$2.5 to \$3 million from the sale will be used to complete grading and utilities (contract requirement of the sale)
 - Grading and utility infrastructure improvements will make all parcels within the PUD developable

REASONS FOR PUD REQUEST

- The boundary line adjustment enables:
 - The opportunity for large scale office development along Mays Street
- The boundary line adjustment maintains:
 - Same acreage for each zoning type
 - MF2 stays at 15.42 acres
 - Pedestrian connections within PUD parcels and with adjacent ownership to the west
 - Clustering of uses
 - All other components in the PUD remain the same

AMENDED PUD LAND USE EXHIBIT

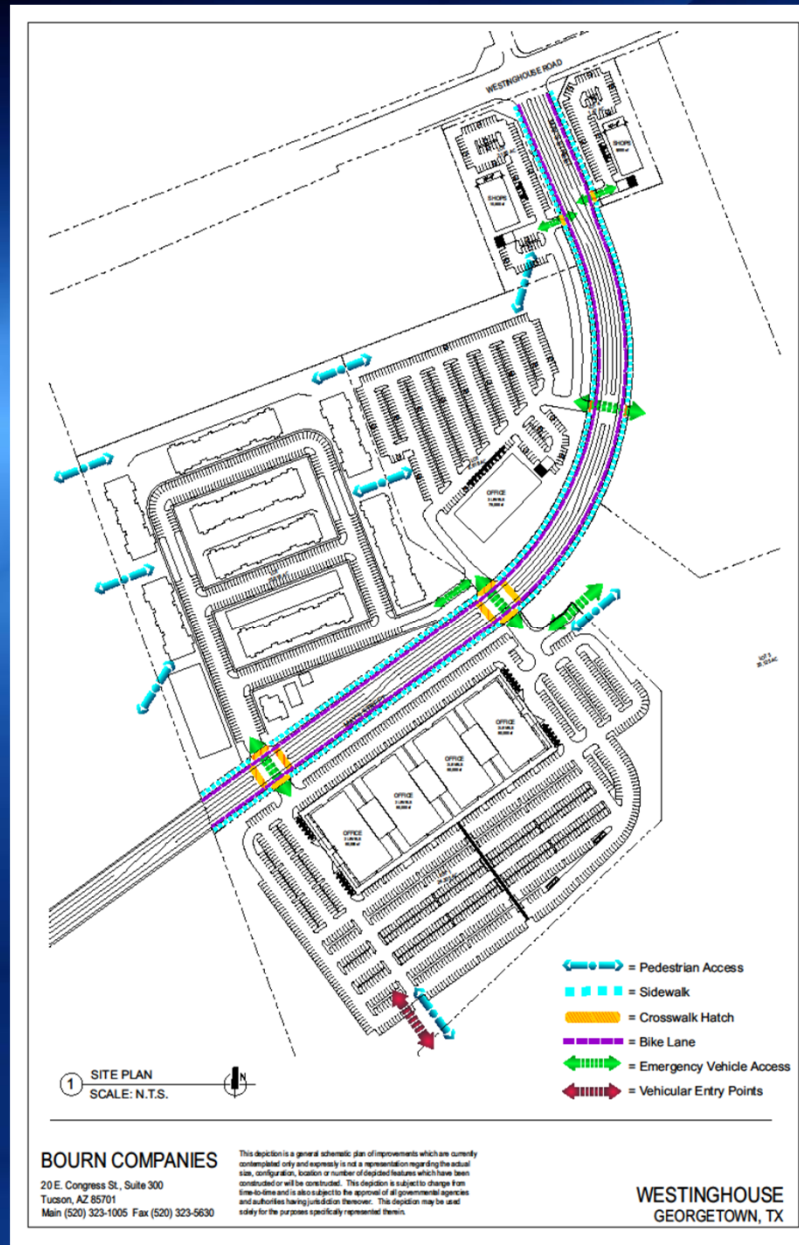


Westinghouse PUD
P & Z Meeting
April 21, 2020

Presented By:

BOURN[®]
COMPANIES

CONNECTIVITY



Westinghouse PUD
P & Z Meeting
April 21, 2020

Presented By:
BOURN
COMPANIES

OFFICE DEVELOPMENT

- We have had extended conversations with the City related to office development
- Actively marketing the office sites with Aquila
- With a successful PUD amendment we are committed to move forward with development site plan for first office building
- This program will create shovel ready office sites on both sides of Mays Street

SITE PLAN



Westinghouse PUD
P & Z Meeting
April 21, 2020

Presented By:
BOURN
COMPANIES

CONCEPTUAL OFFICE RENDERING



Westinghouse PUD
P & Z Meeting
April 21, 2020

Presented By:
BOURN
COMPANIES

CURRENT & DEVELOPED PROJECTS

- A separate file was distributed with a sample of our current and recently developed projects

QUESTIONS?

Westinghouse PUD
P & Z Meeting
April 21, 2020

Presented By:
BOURN[®]
COMPANIES

CURRENT PROJECTS

THE BRIDGES

Tucson, Arizona

The Bridges is a 350 acre master planned project that includes:

- Retail: 100 acres of retail including Costco, Super Walmart, Century Theatres, Dave & Busters, Planet Fitness and a number of other retailers, restaurants and services;
- University of Arizona Tech Park: 65 acres owned by the University of Arizona for a technology park that is expected to be over 2 million square feet of research and development space at full build-out;
- Office Campus and Residential Urban Village: 112 acres being purchased from KB Homes and Lennar Homes by Bourn Companies. Bourn Companies has rezoned its 112 acres from single family residential zoning to OCR-1, allowing for office, residential, industrial, retail and a multitude of other uses with building heights as tall as 99 feet. The initial development will include a 200,000 square foot corporate office facility under a long term build to suit lease for GEICO.

The Bridges is poised to become one of Tucson's most unique large-scale, mixed-use projects offering large corporate office users a highly desirable location.

Size: 112 Acres

Components: Office, Retail, Hospitality





B-I

THE UNIVERSITY OF ARIZONA
**TECH PARKS
ARIZONA**

B-II

GEICO

**Mister
CAR WASH**

**DISCOUNT
TIRE**

Culver's

B-III

B-IV

PARK AVE

KINO PRKWAY

PARK

EL PASO SW GREENWAY

**TUCSON
MARKETPLACE
at THE BRIDGES**

**COSTCO
WHOLESALE**

**CENTURY
THEATRE
NextGen**

Walmart

McDonald's

Papa John's

LIN'S

**DAVE &
BUSTERS**

Starbucks

**INTERSTATE
10**

CITY PARK

Downtown Tucson, Arizona

City Park is an iconic mixed-use, transit oriented development consisting of Tucson's most creative entertainment, office, dining and retail space. City Park embodies the historical significance of a “city park”, an urban oasis that creates a sense of community as a central place to work, dine and play. Comprised of three separate architecturally unique buildings, woven into one integrated project of roughly 100,000 square feet, with 10,000 square feet of outdoor patio space. City Park will include roughly 20,000 square feet of food, retail and entertainment space that will include Tucson's first downtown food hall, a boutique bowling alley and jazz bar. The project will also include over 56,000 square feet of creative office space that is fully leased to the US headquarters for Hexagon Mining, Smart Things (a Samsung subsidiary) and the corporate office for Bourn Companies. The final piece of City Park, located on the fifth floor, is a 2,500 square foot rooftop deck, creating a dynamic location for corporate events, private receptions and entertainment offerings.

Size: 101,000± SF

Components: Food Hall, Office, Retail, Indoor & Outdoor Entertainment & Meeting Space.





UPTOWN

Tucson, Arizona

Recently acquired by Bourn Companies in December, 2016, Foothills Mall provides a unique opportunity in the heart of Northwest Tucson. Easily accessible to a large portion of the Tucson, Marana & Oro Valley communities, the approximate 50 acre, 550,000 square foot mall will be converted to a high density, mixed use project providing significant retail, restaurants, entertainment, hotels, office and residential that will eventually reach 2 million square feet. Given its size and location, this property has the opportunity to become Greater Tucson's first and only true high density, mixed use lifestyle project.

Size: 2,000,000± SF

Components: Food Hall, Office, Retail, Restaurants, Entertainment, Residential, Hotel, Health & Wellness





THE LANDING

Tucson, Arizona

The Landing is a new 65 acre development project located at the northwest corner of Interstate-19 and Irvington Road in Tucson, AZ. At full build out the project will be approximately 700,000 square feet, comprised of retail, restaurants, hospitality, medical and services. The Landing, combined with the 1.1 million square foot Tucson Spectrum project located directly across Irvington, will be the dominant hub for an under-served trade area which captures one third of the population in the market. The project is strongly positioned on Interstate-19 and is the first and last major retail shopping opportunity for 2.7 million annual Mexican National visitors that spend \$1 billion annually in Tucson.

Size: 700,000± SF

Components: Retail, Restaurants, Hotel, Entertainment, Office, and Medical





FUTURE
PHASE III

City of Tucson

SANTA CRUZ RIVER

86,000 (2016)

INTERSTATE
ARIZONA
19

IRVINGTON RD 46,000 (2014)

RED ROBIN

HOBBY LOBBY

planet fitness

MATTRESS FIRM

THE HOME DEPOT

T-Mobile
SportClips
The Habit
BURGER GRILL

Carondelet Medical Group

Life Station

Deja Vu

Chick-fil-A

McDonald's

Verizon

Sprint

MOD PIZZA

AspenDental

Olive Garden

Subway

FOOD CITY

at&t

at&t

at&t

at&t

at&t

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PHASED DEVELOPMENT CONCEPT PLAN

(TENANTS IDENTIFIED IN DISCUSSION FOR DEVELOPMENT)

GOLF LINKS & SWAN

Tucson, Arizona

This property is a unique 27 acre infill location that was acquired with single family zoning, but rezoned to commercial use shortly after closing. Originally a state owned multi-building health campus, the project is being planned to become an office, R&D and “last mile” logistics campus using existing infrastructure and buildings.

Size: 27 Acres

Components: Office, Retail





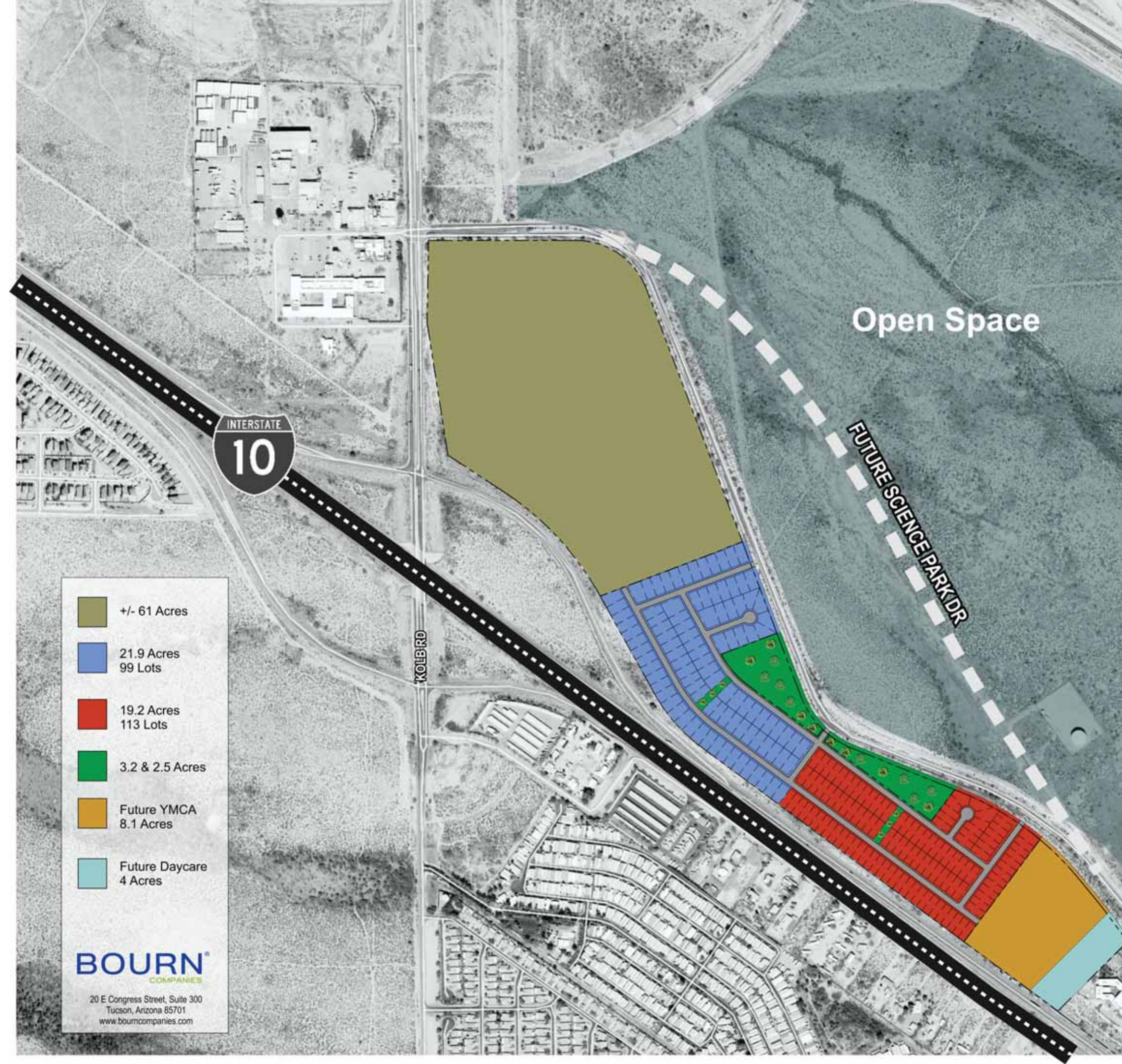
U OF A TECH PARK LAND

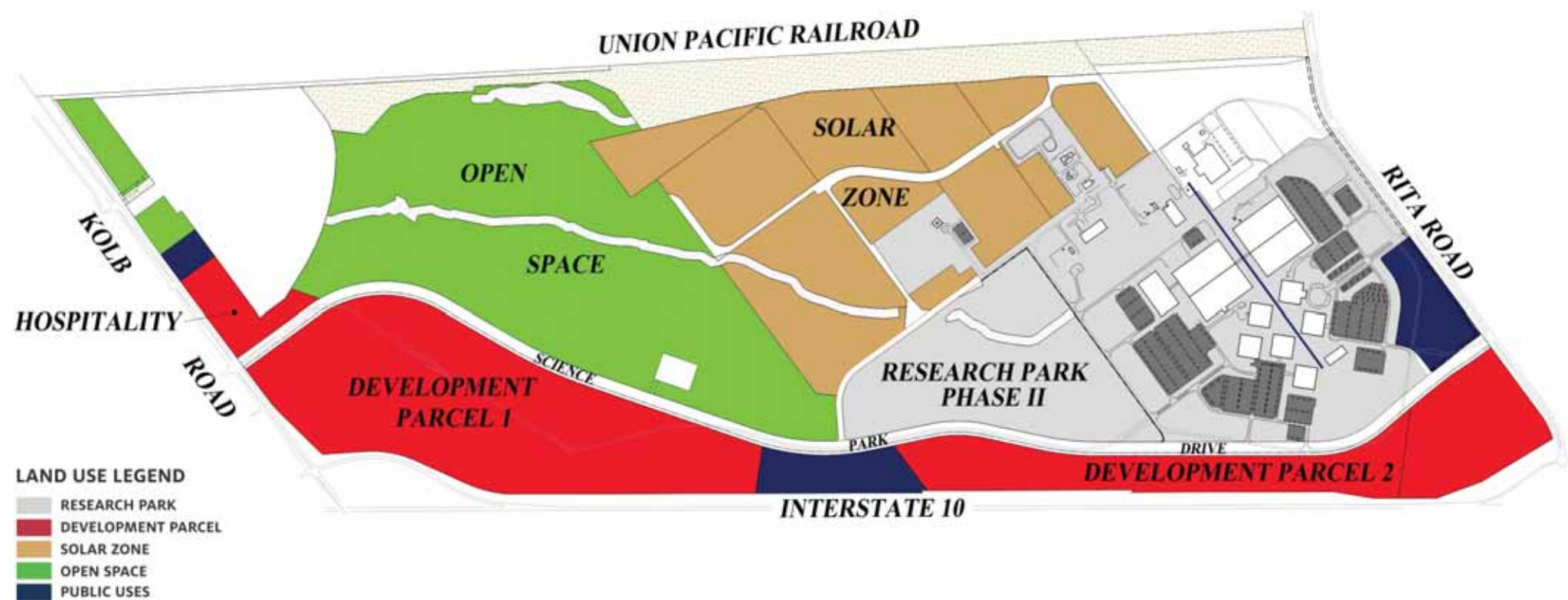
Tucson, Arizona

Bourn Companies has been selected to create a Public Private Partnership with the University of Arizona to act as a long term master developer for 175 acres of the school's 1,300 acre technology park. With a base of 2,000,000 square feet of office/R&D space and 6,000 employees, the park is ripe for additional mixed use development including food and entertainment, housing, hospitality and additional office/research and space.

Size: 175 Acres

Components: Mixed Use, Retail, Entertainment, Residential





LIBERTY PARK

North Liberty, Iowa

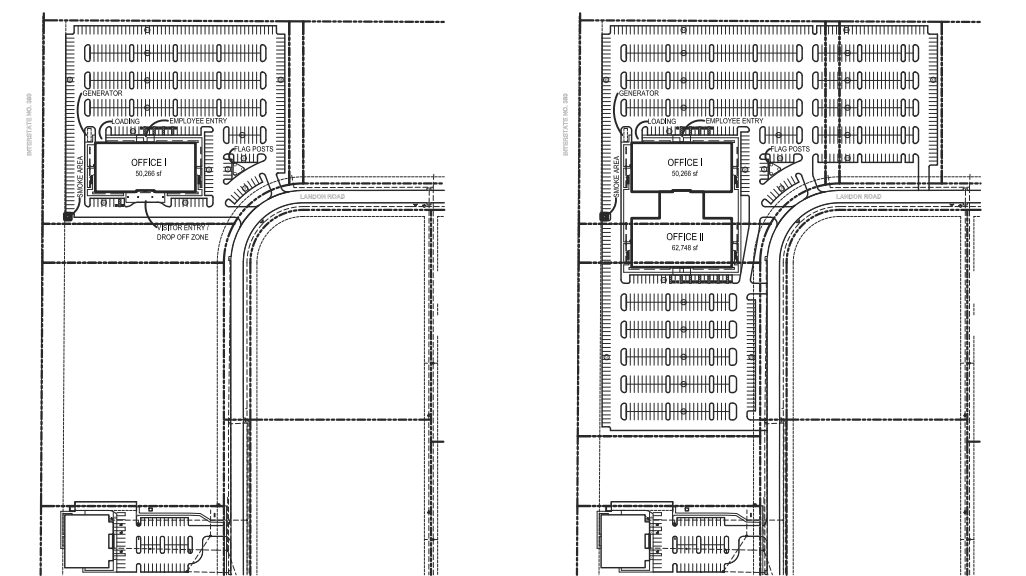
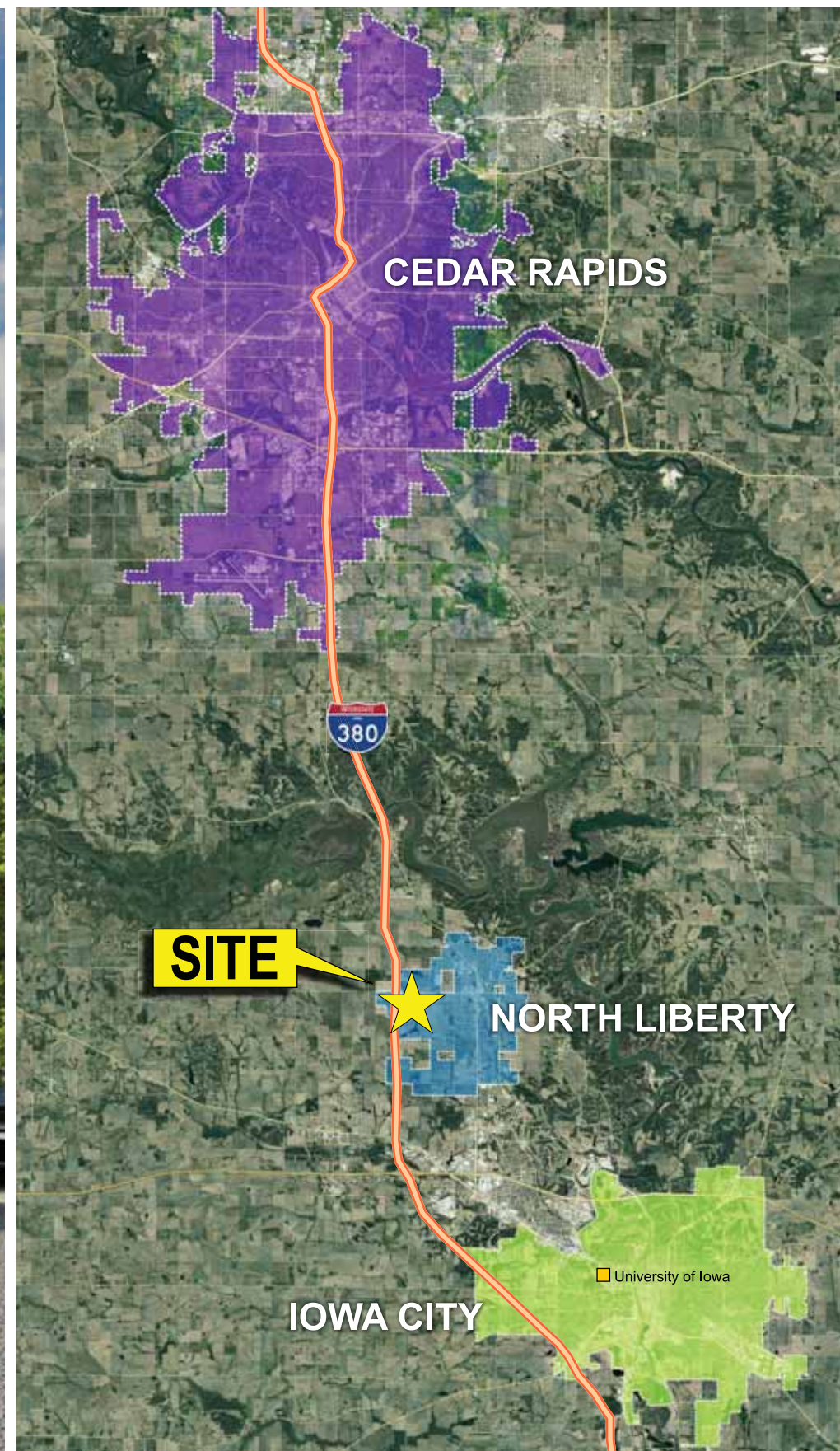
GEICO at Liberty Park is a 50,160 square foot corporate office built-to-suit located in North Liberty, Iowa. GEICO, a AA+ shadow rated credit tenant, signed a 25 year, non-terminable lease with an option to expand their footprint. The ability to expand/contract is a key feature of our open office systems platform, which was integral in securing this lease commitment. Initially, the building will be situated on approximately 6 acres of land. Were GEICO to execute their expansion option, the building could grow by up to an additional 63,000 square feet, which would require an additional 6 acres of land. That adjacent land is under option, for a period of time coinciding with GEICO's expansion option. Further, thru a series of diligent design, the interior layout has been formatted to maximize occupancy, seating over 650 associates.

Size: 50,160 SF

Component: Office

Tenant: GEICO



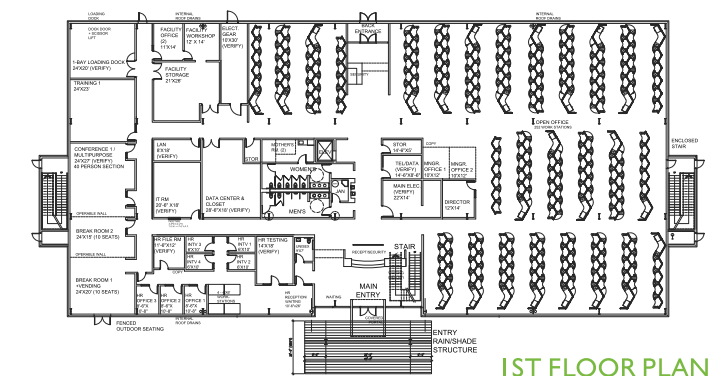


CURRENT SITE PLAN

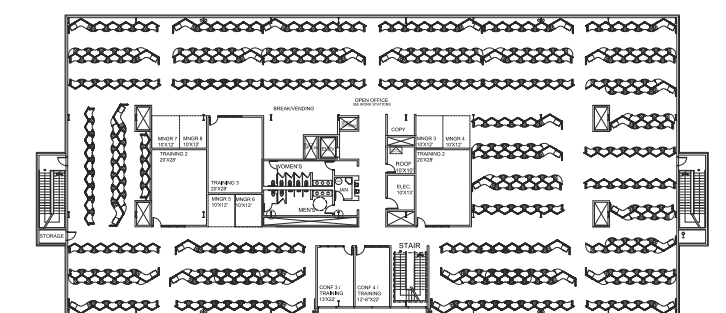
50,266 SF
2 story building
461 parking spaces (9.2/1000 ratio)
5.75 acres

POTENTIAL EXPANSION SITE PLAN

Up to an additional 62,750 sf
970 parking spaces
11.95 acres



1ST FLOOR PLAN



2ND FLOOR PLAN

PHASE I FLOOR PLANS

50,266 sf
Designed to accommodate 650+ employees

GEORGETOWN VILLAGE

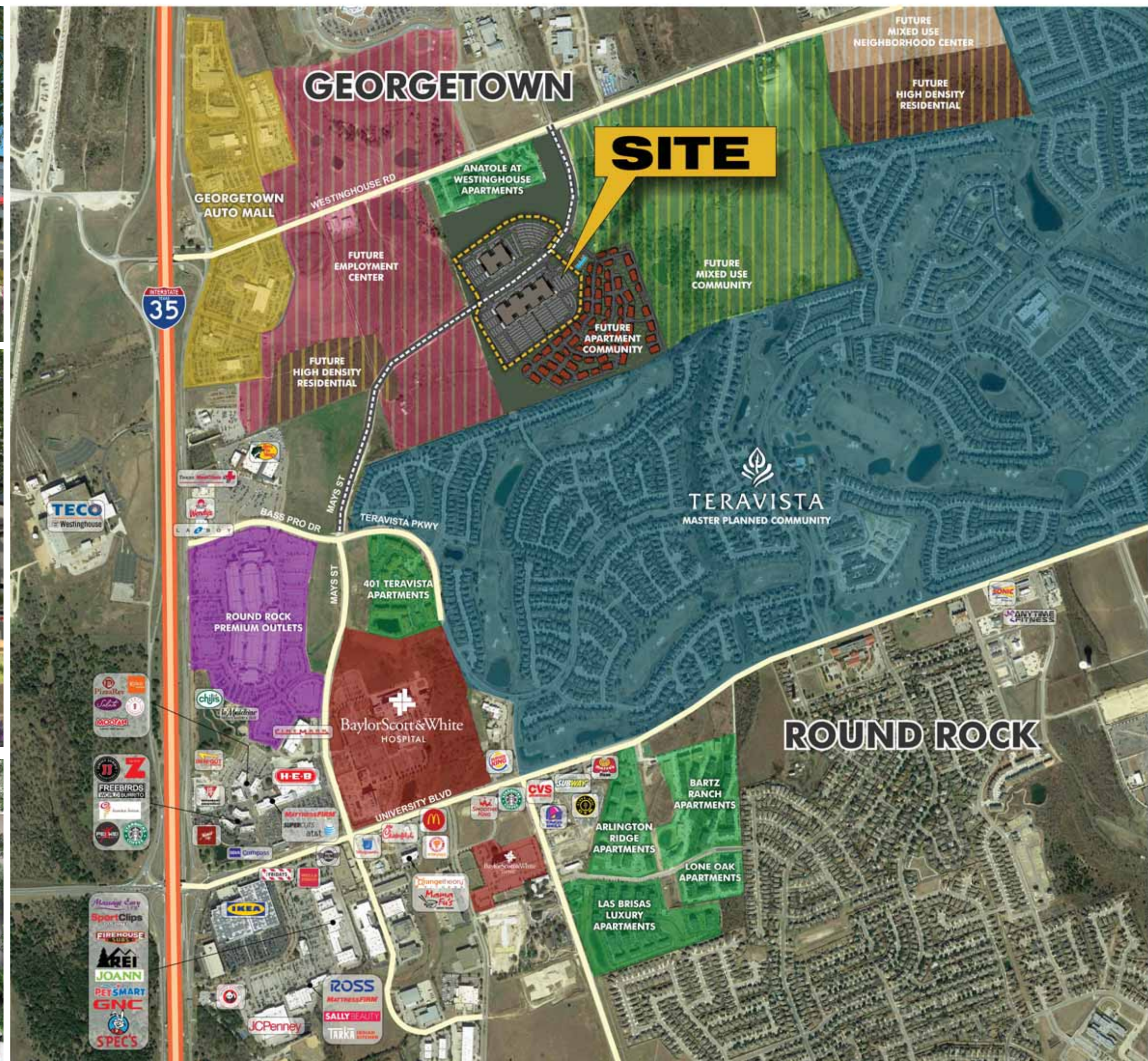
Georgetown, Texas

Georgetown Village is a 100 acre mixed use development in Georgetown, TX, a suburb of Austin, TX. The project will include over 1,000 high quality housing rental units and 6 corporate office buildings totaling approximately 250,000 square feet. Bourn worked directly with the City of Georgetown to facilitate over \$20M of infrastructure for the project, including a new sewer system, road extension and electrical line replacement.

Size: 100± Acre 65 Acres sold to MF Developers)

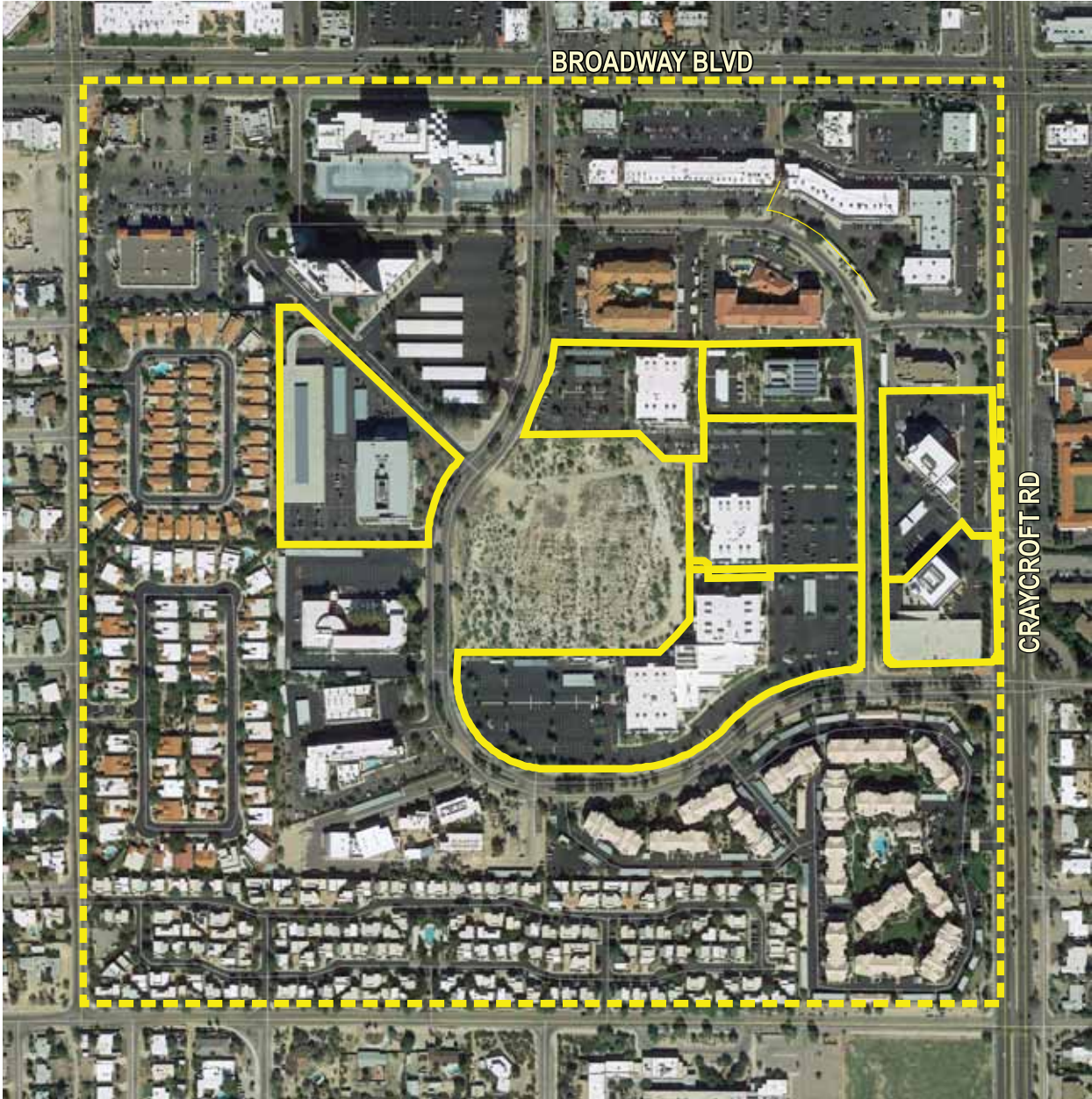
Components: Office, Multi-Family





PAST PROJECTS

WILLIAMS CENTER | Tucson, Arizona



250 S CRAYCROFT RD
Size: 44,000 SF
Tenant: KB Homes



300 S CRAYCROFT RD
Size: 42,000 SF
Tenant: University Of Phoenix



250 S WILLIAMS BLVD
Size: 122,000 SF
Tenant: Sunquest Information Systems



543 I E WILLIAMS BLVD
Size: 50,000 SF
Tenant: Aetna



541 I E WILLIAMS BLVD
Size: 125,000 SF
Tenant: Texas Instruments



544 I E WILLIAMS BLVD
Size: 33,496 SF
Tenant: American Board of Radiology



545 I E WILLIAMS BLVD
Size: 50,000 SF
Tenant: ADP



2483 N ARCADIA AVE
Tucson, Arizona
Size: 15,000 SF
Tenant: Crossroads OB/GYN



155 N ROSEMONT BOULEVARD
Tucson, Arizona
Size: 50,000 SF
Tenant: Captaris & First Script Network



1985 E RIVER ROAD
Tucson, Arizona
Size: 42,300 SF
Tenant: Beach Fleishman



7373 E ROSEWOOD STREET
Tucson, Arizona
Size: 76,268 SF
Tenant: Stanley, Inc, US State Department



1455 W RIVER ROAD
Tucson, Arizona
Size: 20,000 SF
Tenant: ITT Technical Institute Building

ONE PLACE TOWER | Tulsa, Oklahoma



202 S Cheyenne
Size: 325,000 SF
Tenant: Cimarex Energy Company



Tucson Mall

WETMORE RD

ORACLE RD

ORACLE WETMORE
PHASE I, II, III
Tucson, Arizona
Size: 368,069 SF
Major Tenants:
Home Depot
PetSmart
Nordstrom Rack
Total Wine
Walgreen's
ULTA
Total Wine
BJ's Restaurant & Brewhouse



TARGET PAD
Tucson, Arizona
Size: 31,748 SF
Tenants:
Southern Arizona Urgent Healthcare
Sprint



ORACLE CROSSINGS
Size: 246,225 SF
Major Tenants:
Kohls
Sprouts
Home Goods
El Charro Café
Carrabba's Italian Grill
Summit Hut
TREK Bicycle Store



22ND & HARRISON
Tucson, Arizona
Size: 8,111 SF
Tenants:
Five Guys
Chipotle
Mattress Firm





WILMOT PLAZA
Tucson, Arizona
Size: 140,000 SF
Major Tenants: Nordstrom Rack, Dick's Sporting Goods, TJ Maxx



ENTRADA DEL ORO SHOPPING CENTER
Tucson, Arizona
Size: 140,000 SF
Major Tenant: Walmart Neighborhood Market



FOOTHILLS MALL (1995 Re-Developed)
Tucson, Arizona
Size: 750,000 SF
Major Tenants: AMC Theatres, ROSS Famous Footwear, Nike, Saks Off 5th, Barnes & Noble, Walmart Supercenter



MADERA VILLAGE
Tucson, Arizona
Size: 96,738 SF
Major Tenants: Safeway, Walgreen's ACE Hardware, O'Reilly Auto Parts





SANDSTONE RIDGE APARTMENTS
Green Valley, Arizona
Size: 139,634 SF (144 Units)



HOLIDAY INN EXPRESS
Green Valley, Arizona
Size: 28,573 SF (60 Rooms)



LUMIERE TELLURIDE, BOUTIQUE HOTEL
Telluride, Colorado
Size: 80,000 SF (29 keys)

Bourn

Bourn Companies, LLC is a commercial real estate, development and services company based in Tucson, Arizona.

Since its origination in 1990, Bourn Companies has completed over 4,000,000 square feet of commercial projects. Major companies have consistently engaged Bourn to assist in acquiring and developing appropriate facilities to strategically execute their business.

Our company believes in recruiting talented individuals that work together as a team in a clearly defined system. As such, we have an internal team of architects, engineers, project managers, accountants, lawyers, marketing specialists and developers, all collaborating to provide a seamless, efficient delivery system for our **Clients**.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING PART OF THE OFFICIAL ZONING MAP TO REZONE 26.62 ACRES OUT OF THE BARNEY LOW SURVEY ABSTRACT NO. 385, GENERALLY LOCATED SOUTH OF WESTINGHOUSE AND WEST OF MAY STREET AND NORTH OF THE SOUTHERN CITY LIMIT BOUNDARY, TO AMEND THE EXISTING NEW WESTINGHOUSE INVESTORS TRACT PLANNED UNIT DEVELOPMENT DISTRICT (PUD), TO REVISE THE CONCEPTUAL LAND PLAN, REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Whereas, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12th day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

26.62 acres of the Barney Low Survey, as recorded in Document Numbers 2015005809 and 2015005809 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on April 21, 2020, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on April 28, 2020, held an additional public hearing prior to taking action on the requested rezoning of the Property.

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:

Section 1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Ordinance Number: _____

Page 1 of 2

Case File Number: 2020-1-PUD New Westinghouse Investors Tract

Date Approved: _____

Section 2. Development Plan of the Planned Unit Development (PUD) District for The New Westinghouse Investors PUD is hereby amended in accordance with the attached *Exhibit A* (PUD Development Plan) and incorporated herein by reference

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

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

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

APPROVED on First Reading on the 28th day of April, 2020.

APPROVED AND ADOPTED on Second Reading on the 12th day of May, 2020.

THE CITY OF GEORGETOWN:

ATTEST:

Dale Ross
Mayor

Robyn Densmore
City Secretary

APPROVED AS TO FORM:

Charlie McNabb
City Attorney

Ordinance Number: _____

Page 2 of 2

Case File Number: 2020-1-PUD New Westinghouse Investors Tract

Date Approved: _____

“EXHIBIT A”

New Westinghouse Investors Tract Planned Unit Development Development Plan

A. PROPERTY

The New Westinghouse Investors Tract Planned Unit Development District is located south of Westinghouse Road and is bisected by Mays Street. The existing PUD (Ordinance #2017-31) represents 87.517 acres, described as AW0385 – B.C. Low SUR., recorded in Document 201500509, Official Public Records of Williamson County. The PUD area consisted of three primary tracts of land: 59.43 acres on the south side of Mays Street; 26.62 acres on the north side of Mays Street; and a 1.47 acre parcel at the southeast corner of Westinghouse Road and Mays Street. On the south side of Mays Street, the 59.43-acre tract was divided into two tracts: a 35.12-acre multi-family site (MF-2) and a 24.31-acre commercial tract (C-3). On the north side of Mays Street, the 26.62-acre tract was divided into two tracts: a 15.42-acre multi-family site (MF-2) and an 11.20-acre commercial tract (C-3). The 1.47-acre tract southeast of Westinghouse Road and Mays Street is zoned for commercial development (C-3).

Subsequent to establishing the current PUD the owner sold the 35.12-acre multi-family site south of Mays Street, which has been developed as “The Mansions of Georgetown II”. As a result, that 35.12-acre multi-family site is not a part of, and is unaffected by, this proposed PUD Amendment. Out of the remaining 52.39-acres, the 24.31-acre commercial tract south of Mays Street and the 1.47-acre commercial tract at the southeast corner of Westinghouse Road and Mays Street are unaffected by this proposed PUD Amendment and will continue to be governed by the zoning and development standards established by Ordinance 2017-31.

The 26.62-acre tract on the north side of Mays Street is the subject of this proposed PUD Amendment and is hereafter defined as the “Property”.

B. PURPOSE

The current PUD establishes 15.42-acres of the Property to be for multi-family development (MF-2) and the remaining 11.20-acres to be developed commercially (C-3). This PUD Amendment does not seek to change the land areas for each zoning category within the Property; upon approval of this amendment there will continue to be 15.42 - acres of multifamily (MF-2) and 11.20-acres of commercial (C-3) zoned area. This PUD Amendment does not seek to change any of the established development standards, building setbacks, allowable uses, or landscape requirements. Rather, the purpose of this amendment is to reconfigure the shapes and locations of the MF-2 and C-3 zoned areas to better accommodate their intended developments.

In accordance with UDC Section 4.06.010.C “Development Plan Required”, this Development Plan titled **Exhibit A** is a summary of the development and design standards for the property and is unchanged from the Development Plan represented by Ordinance 2017-31.

The project continues to propose a mix of commercial, office and high-density multi-family residential units with continuity and uniformity in signage and landscaping. Pedestrian trails will be designed to provide a link between uses and shared by residents of the multi family tracts and employees of the commercial buildings.

C. APPLICABILITY AND BASE ZONING

In accordance with UDC Section 4.06.010.A "Compatibility with Base Zoning District", all development of the property shall conform to the base zoning districts of C-3 and MF-2. Except for those provisions specifically defined by Ordinance 2017-31 and this Development Plan, all development standards established in the most current version of the UDC at time of development shall be applicable, including amendments or ordinances adopted after the date of this PUD. In the case that this Development Plan does not address a specific item, the City of Georgetown UDC and any other applicable Ordinances shall apply. In the event of a conflict between the regulations of this PUD and the regulations of the appropriate base zoning district, the PUD shall control.

D. CONCEPTUAL LAND PLAN

A Conceptual Land Plan has been attached to this Development Plan as **Exhibit B** to illustrate the land use and design intent for the property. The Conceptual Land Plan is intended to serve as a guide to illustrate the general vision and design concepts and is not intended to serve as a final document. As such, proposed building and parking locations and configurations are subject to refinement at time of Site Plan review. The Conceptual Land Plan depicts a series of buildings, parking, outdoor areas, and landscaping that may be developed in phases, provided the minimum requirements of the PUD district are proportionally met with each phase. Approval of this PUD Amendment, Development Plan, and Conceptual Land Plan does not constitute approval of a Site Plan per Section 3.09 of the UDC.

E. LAND USES

1. Primary Uses. The primary uses of the Property shall be office, commercial and high-density multi-family residential. This Property will continue to be subject to any obligations of the Owner established by agreement with the City of Georgetown.

2. Other Permitted Uses.

No additional uses are proposed in either of the underlying zoning districts.

3. Prohibited Uses.

Pursuant to Chapter 5 of the Code and this PUD, the following shall be prohibited uses for all C-3 areas or tracts **except** the 1.467-acre C-3 tract at the southeast corner of Westinghouse Road and Mays Street.

- (a) Mf, Attached Dwelling Units
- (b) Upper-Story Residential
- (c) Home-Based Business
- (d) Assisted Living
- (e) Nursing or Convalescent Home
- (f) Hospice Facility
- (g) School, Elementary
- (h) School, Middle
- (i) School, High
- (j) Day Care, Group
- (k) Activity Center, Youth or Senior
- (l) Community Center
- (m) Correctional Facility
- (n) Emergency Service Station
- (o) Social Service Facility
- (p) Transient Service Facility
- (q) Hospital
- (r) Hospital Psychiatric
- (s) Substance Abuse Facility
- (t) Religious Assembly Facilities
- (u) Religious Assembly Facilities with Columbaria
- (v) Public-Park, Regional
- (w) Cemetery, Columbaria, Mausoleum or Memorial Park
- (x) Live Music or Entertainment
- (y) Dance Hall or Nightclub
- (z) Theater, Movie or Live
- (aa) Membership Club or Lodge
- (bb) Major Event Entertainment
- (cc) Event Facility
- (dd) Commercial Recreation
- (ee) Driving Range
- (ff) Firing Range, Indoor
- (gg) Blood or Plasma Center
- (hh) Data Center
- (ii) Agricultural Sales
- (jj) Flea Market
- (kk) Laundromat
- (ll) Small Engine Repair
- (mm) Funeral Home
- (nn) Kennel
- (oo) Self Storage Outdoor
- (pp) Event Catering and Equipment Rental Services
- (qq) Pest Control or Janitorial Services
- (rr) Manufactured Housing Sales
- (ss) Automotive Sales, Rental or Leasing Facility
- (tt) Automotive Parts and Accessories, Outdoor
- (uu) Automobile Repair and Service Limited
- (vv) Automobile Repair and Service General
- (ww) Recreational Vehicle Sales Rental or Service

Site Specific Restrictions for the 1.467-acre C-3 at Westinghouse and Main Street

- (a) Mf, Attached Dwelling Units
- (b) Upper-Story Residential
- (c) Home-Based Business
- (d) Assisted Living
- (e) Nursing or Convalescent Home
- (f) Hospice Facility
- (g) School, Elementary
- (h) School, Middle
- (i) School, High
- (j) School, College
- (k) School, Business or Trade
- (l) Day Care, Group
- (m) Day Care Commercial
- (n) Activity Center, Youth or Senior
- (o) Community Center
- (p) Correctional Facility
- (q) Emergency Services Station
- (r) Government or Postal Office
- (s) Library or Museum
- (t) Social Service Facility
- (u) Transient Service Facility
- (v) Hospital
- (w) Hospital Psychiatric
- (x) Substance Abuse Facility
- (y) Religious Assembly Facilities
- (z) Religious Assembly Facilities w/ Columbaria
- (aa) Public Park, Neighborhood
- (bb) Public Park, Regional
- (cc) Cemetery, Columbaria, Mausoleum, or Memorial Park
- (dd) Inn
- (ee) Hotel, Boutique
- (dd) Hotel Full Service
- (ff) Hotel Limited Service
- (gg) Hotel Extended Stay
- (hh) Motel
- (ii) Theater, Movie or Live
- (jj) Major Event Entertainment
- (kk) Event Facility
- (ll) Driving Range
- (mm) Firing Range, Indoor
- (nn) Blood or Plasma Center
- (oo) Medical Complex
- (pp) Data Center
- (qq) Laundromat
- (rr) Small Engine Repair
- (ss) Funeral Home
- (tt) Manufactured Housing Sales
- (uu) Automotive Sales, Rental or Leasing Facility
- (vv) Automotive Parts & Accessories Sales, Indoor
- (ww) Automotive Parts and Accessories, Outdoor
- (xx) Automotive Repair and Service Limited
- (yy) Automotive Repair and Service General

4. Permitted Accessory Uses.

No accessory uses are proposed in either of the underlying zoning districts.

F. DESIGN STANDARDS

All buildings within this PUD will comply with the UDC Non-Residential Design Standards unless otherwise modified within this PUD.

1. **Densities:** *[see tables below]*

2. **Setbacks:** As permitted in Section 7.03.030 C.4.a.ii of the UDC, retaining walls shall be permitted to be constructed within the building setback.

[see tables below]

3. **Building Heights:** *[see tables below]*

C-3 DESIGN STANDARDS

Dimension	General Commercial C-3 Per UDC	General Commercial C-3 PUD Request
District Size – Min. Acreage	5 Acres	1 Acre
Lot Width (minimum)	50 ft.	50 ft.
Front/Street Setback (minimum)	25 ft.	25 ft.
Side Setback (minimum)	10 ft.	10 ft.
Side Setback to Residential District (minimum)	15 ft.	15 ft.
Rear Setback (minimum)	10 ft.	10 ft.
Rear Setback to Residential (minimum)	25 ft.	25 ft.
Max Height of Building	45 ft.	60/80 ft.*
Bufferyards	C	C

*Office building height limited to 60 ft. / 80 ft. building height allowed for hotel only.

MF-2 DESIGN STANDARDS

Lot and Dimensional Standards	MF-2 (High Density Multifamily) Per UDC	MF-2 (High Density Multifamily) PUD Request
Lot Size (minimum)	2 Acres	2 Acres
Dwelling Units per acre (maximum)	24 Units	24 Units
Apartment Units per Structure (maximum)	24 Units	24 Units
Lot Width (minimum)	50 ft.	50 ft.
Front Setback (minimum)	25 ft.	25 ft.
Side Setback (minimum)	15 ft.	15 ft.
Side Setback to Residential District (minimum)	30 ft.	30 ft.
Rear Setback (minimum)	15 ft.	15 ft.
Rear Setback to Residential District (minimum)	30 ft.	30 ft.
Building Height (maximum)	45 ft.	45 ft.

4. Building Materials. Materials and colors will be submitted to the Planning Director as a condition for final approval of the Site Plan(s).

At least 80% of the collective walls of a building shall be finished in one or more of the following building materials:

- A. Brick, stone, cast stone, marble, granite, glass block, tile, or prefinished architectural metal panels.
- B. Stucco or plaster.
- C. Split-face, shotblast, exposed aggregate, groundface or vertical scored concrete block, poured-in-place concrete, and tilt-wall concrete. Any use of concrete products shall have an integrated color and be textured or patterned. Tilt-wall

concrete structures shall include reveals, punch-outs or other similar surface characteristics to enhance the wall on at least 10% of each wall.

- D. Glass with less than 20% reflectance. A maximum of 50% of the first two stories or floors of a building may be constructed in glass. Above the first two stories or floors, there are no restrictions on the amount of glass allowed.
- E. The following materials may be counted towards the minimum building material requirement if they are installed a minimum of four feet above ground level but shall not comprise more than 60% of the collective walls of the building.
 - 1. Exterior Insulation and Finish System (EIFS) or equivalent product; or
 - 2. The use of Cellulose fiber-reinforced cement building siding that is horizontally installed, such as Hardi-plank or similar product approved by a nationally recognized building products evaluation service shall be limited to the multi-family portions of the project.

5. Building Articulation.

A. Horizontal Articulation (Footprint).

- 1. No building wall shall extend laterally for a distance greater than 120 feet without a perpendicular offset of at least 3 feet.
- 2. Where the length of the wall is less than 120 feet, articulation is not required.
- 3. The perpendicular offset shall extend laterally for a distance equal to at least 50% of the building's average height.
- 4. The perpendicular and lateral offset(s) may be divided and distributed throughout the length of the wall if the applicant demonstrates, to the satisfaction of the Director, that the intent of this Section has been met.

B. Vertical Articulation.

- 1. No building wall shall extend laterally for a distance greater than 120 feet without a change in vertical elevation of at least 25% of such height.
- 2. The change in elevation shall extend laterally for a distance equal to at least 50% of the building's height.
- 3. The vertical change(s) in elevation may be divided and distributed throughout the length of the wall if the applicant demonstrates, to the satisfaction of the Director, that the intent of this Section has been met.

- 6. Exterior Lighting.** Exterior Lighting on the Property and its buildings will comply with the requirements set forth in Section 7.05 of the UDC related to outdoor lighting unless otherwise described in this PUD. Lighting along Mays Street to be installed with the construction of Mays Street (by others).

G. PARKING.

Parking on the Property shall be in conformance with Chapter 9 of the UDC except as otherwise stated in this Development Plan.

H. VEHICULAR ACCESS AND CIRCULATION

- 1. Transportation Impact Analysis (TIA).** The project will be developed in phases and TIA's shall be prepared, submitted and reviewed with any phase of the project that triggers a TIA as established in the Unified Development Code.
- 2. Driveway Access.** Bi-directional curb cuts shall be limited to those locations where existing median breaks on Mays Street are located. Additional right-in/right-out only driveways may be proposed at the time of Site Plan review and approval. Cross access between lots may be limited/restricted due to topographic constraints. Shared driveways shall be encouraged throughout the project.

I. TREE PRESERVATION

Tree Preservation on the Property shall be in conformance with Chapter 8 of the Unified Development Code unless otherwise stated in this Development Plan.

J. LANDSCAPE AND BUFFER REQUIREMENTS

Vehicular screening, as required by City Code, will be required along public Right of Way (R.O.W.). The use of planted berms is encouraged for visual interest and establishing the natural character previously mentioned. Shade trees planted along the R.O.W. will further enhance the visual experience. Parking lot trees may be counted toward this requirement. Ornamental trees listed within the recommended plant list may count toward the landscape buffer shade tree requirement, but not toward parking shade tree requirements. Where utilities or easements are present, approval must be given by applicable authorities for ornamental trees, shrubs, berms, etc. placed within. In lieu of buffer shade trees, additional shrubs or landscape elements beyond the minimal City requirements may be acceptable as a form of alternative equivalent compliance.

K. SCREENING OF MECHANICAL EQUIPMENT

Screening of mechanical equipment on roof tops shall comply with the UDC except metal panel systems shall also be allowed, provided it is consistent with the materials of the primary building.

L. SIGNAGE

Signage on the Property shall be in conformance with Chapter 10 of the Unified Development Code unless otherwise stated in this Development Plan or in a Master Sign Plan ultimately submitted and approved for the Property.

- 1. Monument Signage.** Monument signage along the public right-of-way shall not be subject to a 25-foot setback from the public right-of-way but shall comply with the minimum setbacks per UDC Table 10.06.010 and prescribed sight distance requirements. Monument signage shall be freestanding with a limestone or other masonry base and landscape skirting the base of the sign.

Monument signs shall be limited to 12 feet in height with a maximum of 96 square feet for each of the 2 permitted sign faces per monument sign.

Monument signs may be lighted with either internal or external illumination that complies with UDC Section 10.05 Light Standards.

- 2. Directional and Wayfinding Signage.** Directional and wayfinding signs internal to the Property shall conform to the UDC.

M. IMPERVIOUS COVERAGE

Impervious coverage on the Property shall be in conformance with Chapter 11 of the Unified Development Code unless otherwise stated in this Development Plan.

N. STORMWATER

Stormwater management on the Property shall be in conformance with Chapter 11 of the Unified Development Code unless otherwise stated in this Development Plan (see Exhibit E). Applicant will encourage all property owners within the PUD to participate in regional water quality and detention facilities.

O. PARKLAND AND COMMON AMENITY AREA

- 1. Parkland.** The parkland dedication requirements of UDC Section 13.05 may be met with fee-in lieu of dedication, as provided for in Section 13.05.010.D, at time of Site Plan approval, in an amount equal to \$200 per new dwelling unit, or by dedication of parkland as required by the UDC. Dedication of parkland will only be accepted upon the approval of the Parks Director and the Parks Advisory Board.
- 2. Common Amenity Area.** The Common Amenity Area requirements of UDC Section 6.06.020 will be met by integrating the following amenities on-site: pedestrian trail, lighting and landscaping in general conformance with those improvements as depicted on Exhibit B.

P. PUD MODIFICATIONS

In conformance with Section 4.06.010.D.3 of the UDC, modifications to this Development Plan shall require City Council approval of an amendment to this PUD processed pursuant to Section 3.06 of the UDC, except, where the Director of Planning determines such modifications to be minor, the Director may authorize such modifications. Minor modifications may include changes to building sizes, uses, or locations providing those modifications conform to the general intent of this PUD, uses authorized by this PUD, or to applicable provisions of the UDC and any other applicable regulations.

Q. LIST OF EXHIBITS

Exhibit A - This PUD Development Plan

Exhibit B - Conceptual Land Plan

Exhibit C - Site Cross Section

Exhibit D - Property Lines & BLDG Setbacks

Exhibit E - Storm Water Management Facilities

Exhibit F - Potential Landscape Areas and Landscape Standards

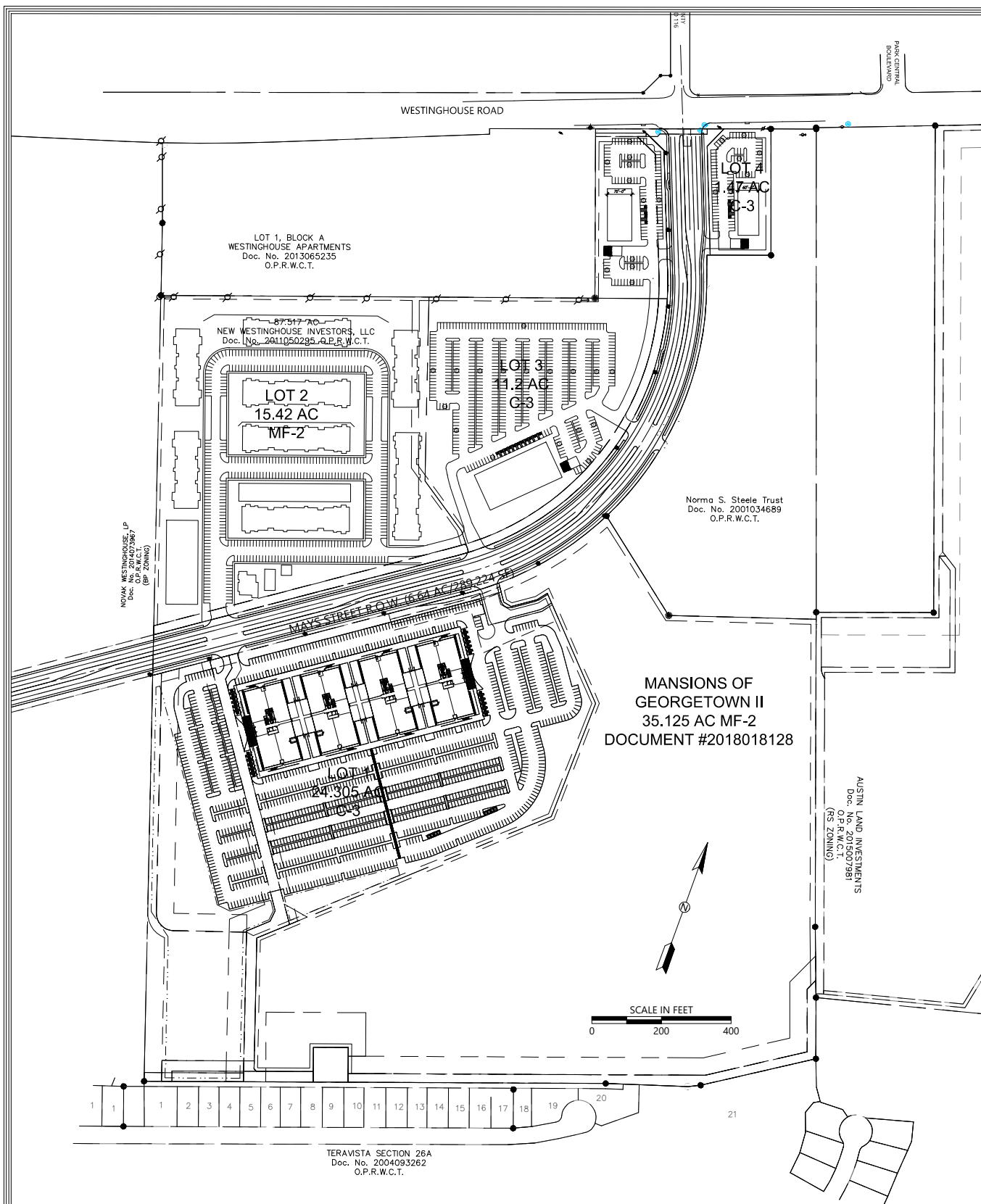
Exhibit G - Contents and General Landscape Design Standards

Exhibit H - Parking Lot Screening and Streetscape Concepts

Exhibit I - Connectivity Exhibit

Exhibit J - Pathway/Rest Area Concept

Exhibit K - Conceptual Renderings of Office Buildings (1&2)







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NEW WESTINGHOUSE
INVESTORS TRACT

PUD AMENDMENT
EXHIBIT B
CONCEPTUAL LAND PLAN

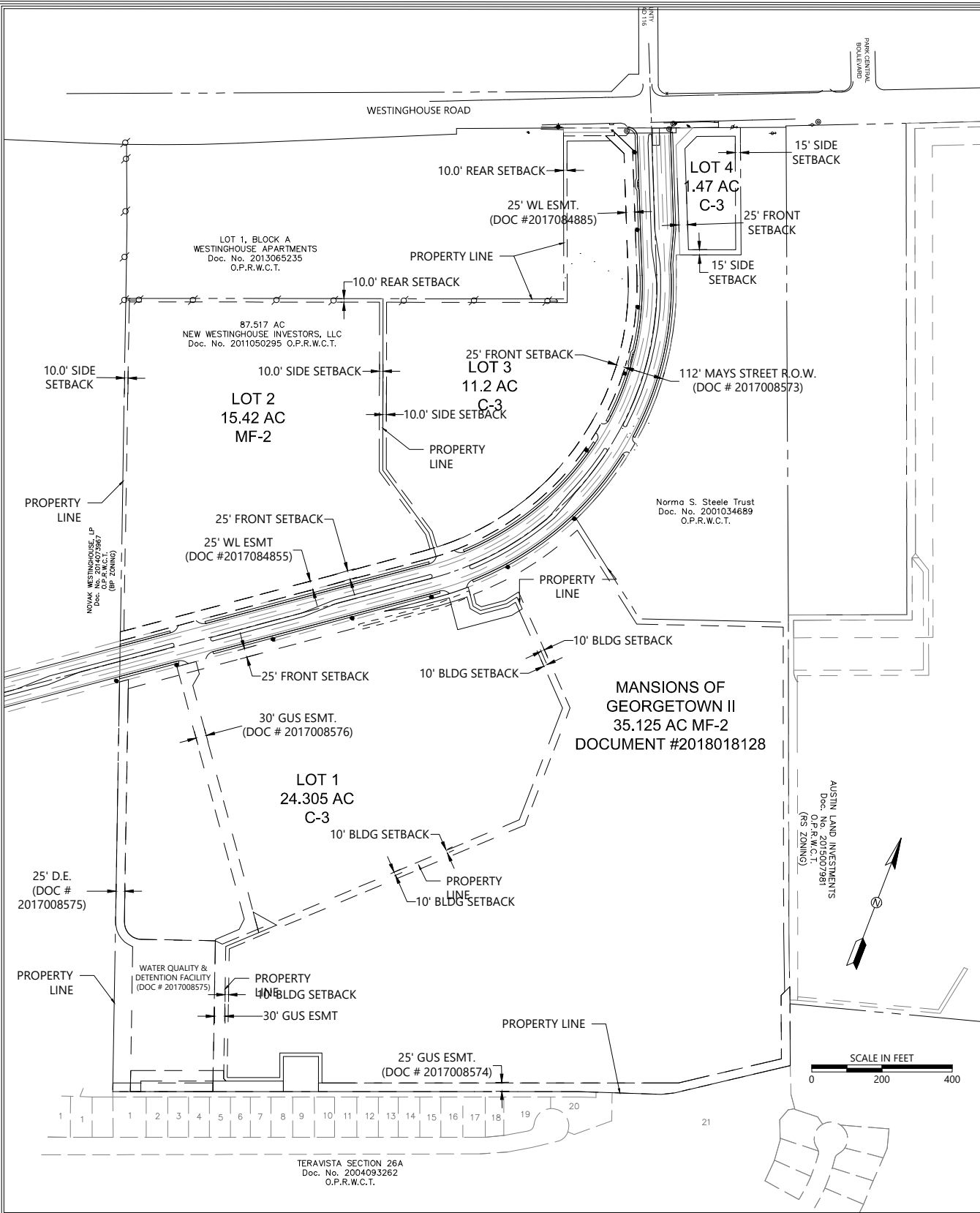
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TOM GROLL
ENGINEERING

PREPARED
FOR:

BOURN PROPERTIES, LLC
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TUCSON, AZ 85701

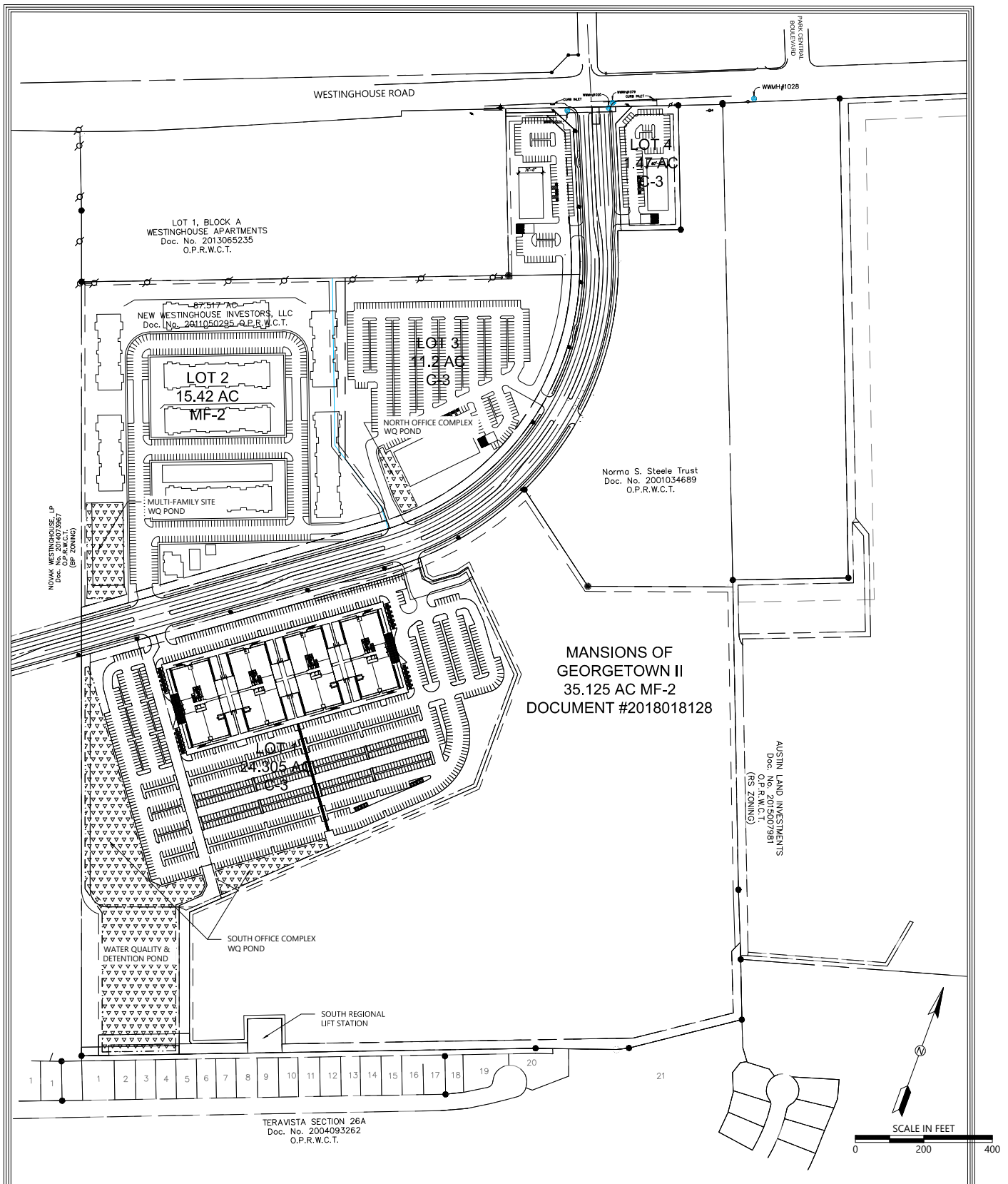


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HORIZONTAL WESTINGHOUSE
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PUD AMENDMENT
EXHIBIT E
STORM WATER
MANAGEMENT FACILITIES

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Landscape Design Standards

Horizontal Westinghouse Investors Tract P.U.D.
at Westinghouse Road and N. Mays Extension

CONTENTS

- L1.0 Contents & General Landscape Design Standards
- L1.1 Plant Material List, Very Low Water
- L1.2 Plant Material List, Low to Medium Water
- L1.3 Parking Lot Screening & Streetscape-Standards Concept
- L1.4 Parking Lot Screening & Streetscape-Planting Concept
- L1.5 Parking Lot Screening & Streetscape-Conceptual Renderings
- L2.1 Connectivity Exhibit
- L2.2 Pathway/Rest Area Concept

LANDSCAPE DESIGN STANDARDS

In order to achieve a cohesive appearance throughout the P.U.D. it is each property owner's responsibility to adhere to the following landscape design standards set forth herein for the Mays Street Public Right of Way Frontage. These standards, although not required elsewhere within each property, are also encouraged for the PUD as a whole. Each property shall comply with the City of Georgetown's Unified Development Code Chapter 8 & 10 except for the alterations and addendums provided in the PUD agreement documents. This document explains the design intent for the PUD, the objectives to meet this intent, followed by detailed standard exhibits that illustrate those objectives.

The overall design intent is to create an interconnected development which has visual continuity throughout. The unifying theme is integration with the native surrounding habitat, and ecosystem. Providing this integration allows the user to positively connect with their natural environment. The pedestrian experience will be enhanced through high value placed on aesthetics, connectivity, safety, and amenities.

To accomplish this intent the development will utilize the following objectives:

Natural Integration

- Plant Material
 - Native and adapted plant material is paramount to establishing a landscape that fits within the context of the surrounding native ecosystem. Two plant lists are provided within this document which give options for very low to medium water native plants. Properties within this development shall be limited to providing plant material found on these lists along the public Right of Way. The use of these plants is also encouraged throughout the development. The intent of these plants is to limit water use due to low irrigation needs while recreating natural habitat.
- Landscape/Earthwork
 - Inter-working proposed hardscape with existing topography is encouraged. Berms and terraces that provide natural undulation will aid in integrating the existing environment and built improvements.
- Ecosystem Preservation/Restoration
 - In addition to native plant material and earthwork integration the native ecosystem will be further restored through use of rain gardens and the reestablishment of native grasslands. Rain gardens will be utilized for natural storm water management and recharge. Native grass seed mixes shall be used in these areas to reinstate native vegetation.
 - Native grasses planted within bordered beds/berms can serve as contained prairies. This design standard allows for large beds to be affordably planted while providing a clean cut maintained edge surrounded by lawn. These contained prairies will help meet native restoration goals while also aiding in visual continuity mentioned below.

Aesthetic Enhancement

- Visual Continuity
 - Unity can be found in repetition. The design standards that follow in this document serve to unify the development through visual repetition of plant material, earthwork, boulder features, plant bed and lawn layout, and amenities.
- Unsightly Screening
 - Vehicular screening, as required by City Code, will be required along public Right of Way (R.O.W.). The use of planted berms is encouraged for visual interest and establishing the natural character previously mentioned. Shade trees planted along the R.O.W. will further enhance the visual experience. Parking lot trees may be counted toward this requirement. Ornamental trees listed within the recommended plant list may count toward the landscape buffer shade tree requirement, but not toward parking shade tree requirements. Where utilities or easements are present approval must be given by applicable authorities for ornamental trees, shrubs, berms, etc. placed within. In lieu of buffer shade trees additional shrubs or landscape elements beyond the minimal City requirements may be acceptable as a form of alternative equivalent compliance.
- Serene Views
 - Special consideration should be given to views from at the pedestrian level. Focal points such as limestone boulder outcrop features, and views framed with vertical elements are recommended intermittently.

Connectivity

- Pedestrian Circulation
 - Walkways, crosswalks, and pathways are to be located throughout the development to provide safe and convenient access to all necessary areas. Special attention should be given to providing safe pedestrian connections from parking areas to the building(s) with minimal vehicular encounters.
- Interconnectivity
 - Adjacent properties shall provide pedestrian connection points to each other. These connections should be logically located for the purpose of convenient pedestrian access throughout the P.U.D..

Human Experience

- Safety/Comfort
 - Above all safety is of primary importance. Property owners are encouraged to pay special attention to security concerns such as pedestrian visibility during night and day; car visibility at intersections and parking areas; pedestrian, bicycle, and vehicular conflicts; elevation drops greater than 30" height; sharp, pointy, or poisonous plant material near pedestrian areas; areas with standing water; poisonous or dangerous animals/insects; etc..
- Entertainment
 - Passive and active recreation areas are encouraged throughout the development. These can include but aren't limited to eating areas, open space, reading and conversation nooks, outdoor conference rooms, table game areas, active recreation space, trails, benches, pet areas, wildlife overlooks, etc..
- Function
 - The pedestrian experience should be geared toward the use of the site. The amenities should focus on complementing the needs of the patrons.



William S. Blair

HORIZONTAL WESTINGHOUSE INVESTORS TRACT EXHIBIT G- CONTENTS & GENERAL LANDSCAPE DESIGN STANDARDS

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No.	DATE	DESCRIPTION	BY
1	3/30/17	Initial Design	WB
2	3/30/17	Revised Design	WB
3	3/30/17	Final Design	WB
4	3/30/17	Final Design	WB
5	3/30/17	Final Design	WB
6	3/30/17	Final Design	WB
7	3/30/17	Final Design	WB
8	3/30/17	Final Design	WB
9	3/30/17	Final Design	WB
10	3/30/17	Final Design	WB

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FOR:

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Native Very Low Water Plant List

Scientific name	Common Name
Trees, Shade	
Fraxinus texensis	Ash, Texas
Quercus laceyi	Oak, Lacey
Quercus macrocarpa	Oak, Burr
Quercus polymorpha	Oak, Monterey
Ulmus crassifolia	Elm, Cedar
Trees, Ornamental	
Cercis canadensis var. 'forest pansy'	Redbud, Forest Pansy
Cercis canadensis var. 'mexicana'	Redbud, Mexican
Cercis canadensis var. 'texensis'	Redbud, Texas
Chilopsis linearis	Desert Willow
Cordia boissieri	Olive, Mexican
Cupressus arizonica	Cypress, Arizona
Diospyros texana	Persimmon, Texas
Eysenhardtia texana	Kidneywood
Luecaena retusa	Goldenball Leadtree
Parkinsonia aculeata	Retama Palo Verde
Prosopis glandulosa	Honey Mesquite
Punica granatum	Pomegranate
Sophora secundiflora	Mountain Laurel, Texas
Styphnolobium affinis	Eve's Necklace
Shrubs/Perennials/Groundcovers	
Anisacanthus quadrifidus var. wrightii	Flame Acanthus
Artemisia 'Powis Castle'	Artemisia
Berberis trifoliata (Mahonia trifoliata)	Agarita
Bulbine frutescens (Bulbine caulescens)	Bulbine
Calylophus berlandieri	Calylophus (Square Bub Primrose)
Calylophus vialis	Horseherb
Chrysactinia mexicana	Damianita
Dalea frutescens	Dalea, Black
Elaeagnus pungens	Eleagnus
Forestiera pubescens	Elbow bush
Lantana urticoides	Lantana, Texas
Liatris lindheimeri	Gayfeather
Melampodium luecanthum	Daisy, Blackfoot
Mimosa borealis	Fragrant Mimosa
Salvia roemeriana	Sage, Cedar
Santolina chamaecyparissus	Santolina (Lavender Cotton)
Tetranneuris scaposa	Hymenoxys (Four Nerve Daisy)
Viguiera stenoloba	Skeletonleaf Goldeneye
Cacti/Succulents	
Agave americana	Agave, Century Plant (Blue)
Agave americana 'Marginata'	Agave, American Marginata
Agave americana 'Mediopicta'	Agave, American Mediopicta
Agave bracteosa	Agave, Squid (Spider)
Agave celesii	Agave, Celesii
Agave ferox	Agave, Ferox
Agave filifera	Agave, Filifera
Agave franzosinii	Agave, Franzosinii
Agave geminiflora	Agave, geminiflora
Agave havardiana	Agave, Harvard
Agave lophantha 'Center Stripe'	Agave, Center Stripe
Agave montana	Agave, Mountain
Agave multifilifera	Agave, Multifilifera
Agave murphyi	Agave, Murphyi
Agave ovatifolia 'Whale Tongue'	Agave, Whale Tongue
Agave parrasana	Agave, Giant Artichoke
Agave parryi	Agave, Parry's
Agave parryi v. neomexicana	Agave, Neomexicana
Agave parryi x parryi	Agave, Parryi x Parryi
Agave parryi truncata	Agave, Parryi Truncata
Agave schidigera 'Durango Delight'	Agave, Durango Delight
Agave salmiana x ferox	Agave, Salmiana x Ferox
Agave stricta	Agave, Stricta
Agave tequilana	Agave, Blue
Agave victoriae-reginae	Agave, Queen Victoria
Agave victoriae-reginae	Agave, Queen Victoria, Dwarf
Agave vilmoriniana	Agave, Octopus
Agave webberii	Agave, Webberii
Agave x manfreda	Macho Mocha
Carnegiea gigantea	Saguaro, Arizona
Dasyliirion Longissima	Sotol, Smooth leaf
Dasyliirion texana	Sotol, Texas Green
Dasyliirion wheeleri	Sotol, Wheelers Blue
Echinocereus fasciculatus	Cactus, Arizona Rainbow
Echinocactus grusonii	Cactus, Golden Barrel
Echinocactus texensis	Cactus, Horse Crippler
Echinocereus horizontalis	Cactus, Blue Barrel
Echinocereus triglochid	Cactus, Hedgehog, Strawberry
Echinocereus triglochidiatus	Cactus, Claret Cup

Euphorbia antisiphilitia	Candelilla
Ferocactus acanthodes	Cactus, Fire Barrel
Ferocactus wislizenii	Cactus, Fishhook Barrel
Fouquieria splendens	Ocotillo
Hesperaloe funifera	Yucca, Giant Red
Hesperaloe parviflora	Yucca, Red
Manfreda maculosa	Manfred
Opuntia engelmannii	Cactus, Engelmann's Prickly Pear
Opuntia ficus-Indica	Cactus, Indian Fig
Opuntia imbricata	Cactus, Cholla
Opuntia ligifolia	Cactus, Cow's Tongue
Opuntia microdasy	Cactus, Horse Blinder
Opuntia rufida	Cactus, Cinnamon Dot
Opuntia santa rita	Cactus, Santa Rita Prickly Pear
Opuntia sp.	Cactus, Bravertail Prickly Pear
Opuntia sp.	Cactus, Old Mexico Prickly Pear
Opuntia sp.	Cactus, Pinecone Prickly Pear
Opuntia sp.	Cactus, Spineless Prickly Pear
Trichocereus terscheckii	Saguaro, Argentine specimen
Yucca aloifolia	Yucca, Spanish Bayonet
Yucca constricta	Yucca, Buckley's
Yucca elata	Yucca, Soap tree
Yucca faxonia	Yucca, Giant White
Yucca filamentosa	Yucca, Adam's Needle
Yucca filifera	Yucca, Izote
Yucca filifera	Yucca, Izote Specimen
Yucca linearifolia	Yucca, Narrow Leaf
Yucca glorisa	Yucca, Glorisa
Yucca glorisa	Yucca, Glorisa Specimen
Yucca grandiflora	Yucca, Grandiflora Specimen
Yucca harrimaniae	Yucca, Harry Man
Yucca neomexicana	Yucca, Neomexicana
Yucca pallida	Yucca, Paleleaf (Blue Twist Leaf)
Yucca recurvifolia/pendula	Yucca, Softleaf
Yucca reverchonii	Yucca, Reverchonii (Softleaf)
Yucca rostrata	Yucca, Beaked
Yucca rupicola	Yucca, Green Twistleaf
Yucca schidigera	Yucca, Schidigera
Yucca schottii	Yucca, Hoary
Yucca thompsoniana	Yucca, Thompson
Yucca torreyi	Yucca, Torreyi
Yucca treculeana	Yucca, Spanish Dagger
Yucca whipplei	Yucca, Chaparral

Grasses	
Muhlenbergia dubia	Muhly, Pine
Nolina lindheimeriana	Nolina, Devils Shoestring
Nolina matensis	Nolina, Bear Grass Tree
Nolina nelsonii	Nolina, Blue
Nolina texana	Nolina, Texas Bear
Nolina texana	Basket Grass (Sacahuista)
Bouteloua curtipendula	Side Oats Grama
Schizachyrium scoparium	Little Bluestem
Sorghastrum nutans	Yellow Indian Grass
Eragrostis spectabilis	Purple Love Grass
Setaria scheelei	Southwest Bristlegrass
Nassella tenuissima	Mexican Feather Grass
Bouteloua dactyloides	Buffalograss
Bouteloua eriopoda	Black grama
Setaria texana	Texas bristlegrass
Achnatherum coronatum	Giant rice grass
Andropogon ternarius	Splitbeard bluestem
Aristida purpurea	Purple threeawn
Bothriochloa laguroides ssp. torreyana	Silver Beard Grass



**BLAIR LANDSCAPE
ARCHITECTURE, LLC**
QUALITY. INTEGRITY. RELIABILITY.

**Horizontal Westinghouse
Investors Tract
P.U.D. Standards**

N Mays & Westinghouse, Georgetown, TX

**EXHIBIT G-
Plant Material List
Very Low Water**

L1.1

2 OF 8

Native Low to Medium Water Plant List

<u>Scientific name</u>	<u>Common Name</u>
Trees, Shade	
Carya illinoensis	Pecan
Platanus mexicana	Sycamore, Mexican
Quercus fusiformis	Oak, Escarpment Live
Quercus muhlenbergii	Oak, Chinquapin
Quercus texana	Oak, Texas Red
Quercus shumardii	Oak, Shumard Red
Quercus virginiana	Oak, Live (Southern)
Taxodium distichum	Cypress, Bald
Taxodium mucronatum	Cypress, Montezuma
Trees, Ornamental	
Bauhinia lunarioides	Anacacho Orchid Tree
Ilex cornuta 'Nellie R. Stevens'	Holly, Nellie R. Stevens
Ilex decidua	Holly, Possumhaw
Ilex vomitoria	Holly, Yaupon
Lagerstroemia indica	Crape Myrtle
Morella cerifera	Wax Myrtle
Prunus caroliniana	Cherry Laurel
Rhus virens	Sumac, Evergreen
Ungnadia speciosa	Buckeye, Mexican
Shrubs/Perennials/Groundcovers	
Achillea spp.	Yarrow
Ageratina havanensis	Mistflower, White
Aspidistra elatior	Cast Iron Plant
Buddleja marrubifolia	Butterfly Bush, Wooly
Caesalpinia pulcherrima	Pride of Barbados
Cassia corymbosa	Senna, Flowering
Coreopsis lanceolata	Coreopsis
Cotoneaster spp.	Cotoneaster
Dietes bicolor	Iris, Bicolor
Feijoa sellowiana	Pineapple Guava
Galphimia glauca	Thryallis, Golden Showers
Gaura lindheimeri	Gaura
Ilex cornuta 'Burfordii'	Holly, Dwarf Burford
Ilex vomitoria 'Nana'	Holly, Dwarf Yaupon
Justicia spicigera	Honeysuckle, Mexican
Leucophyllum frutescens	Sage, Texas
Pavonia lasiopetala	Rock Rose
Penstemon baccharifolius	Penstemon, Rock
Plumbago auriculata	Plumbago
Poliomntha longiflora	Oregano, Mexican
Rhus aromatica	Sumac, Fragrant
Rosmarinus officinalis	Rosemary, Upright
Sabal minor	Palmetto, Texas Dwarf
Salvia greggii	Sage, Cherry
Salvia leucantha	Sage, Mexican Bush
Salvia penstemonoides	Sage, Penstemon, Big Red Sage
Scutellaria suffrutescens	Skullcap, Pink
Tagetes lemmonii	Daisy, Copper Canyon
Tecoma stans	Esperanza/Yellow Bells
Teucrium fruticans	Germander, Bush
Tulbaghia violacea	Society Garlic
Viburnum suspensum	Viburnum, Sandankwa
Grasses	
Muhlenbergia capillaris	Muhly, Gulf
Muhlenbergia lindheimeri	Muhly, Big
Muhlenbergia rigens	Muhly, Deer
Groundcover	
Carex perdentata	Sedge, Meadow
Dichondra argentea	Silver Ponyfoot
Liriope muscari	Liriope
Myoporum parvifolium	Myoporum
Ophiopogon japonicus	Monkey Grass (Mondo Grass)
Origanum vulgare	Oregano
Rosmarinus officinalis var. prostratus	Rosemary, Trailing
Turf Grass	
Cynodon dactylon	Bermuda: 'Tif 419', 'Sahara', 'Discovery'
Bouteloua dactyloides	Buffalo: '609', 'Stampede'
Zoysia matrella, japonica, and tenuifolia	Zoysia: Z. japonica, 'Zeion', 'El Toro', 'JaMur', 'Palisades'
	Narrow Leaf: Z. matrella, 'Emerald', 'Zorro'

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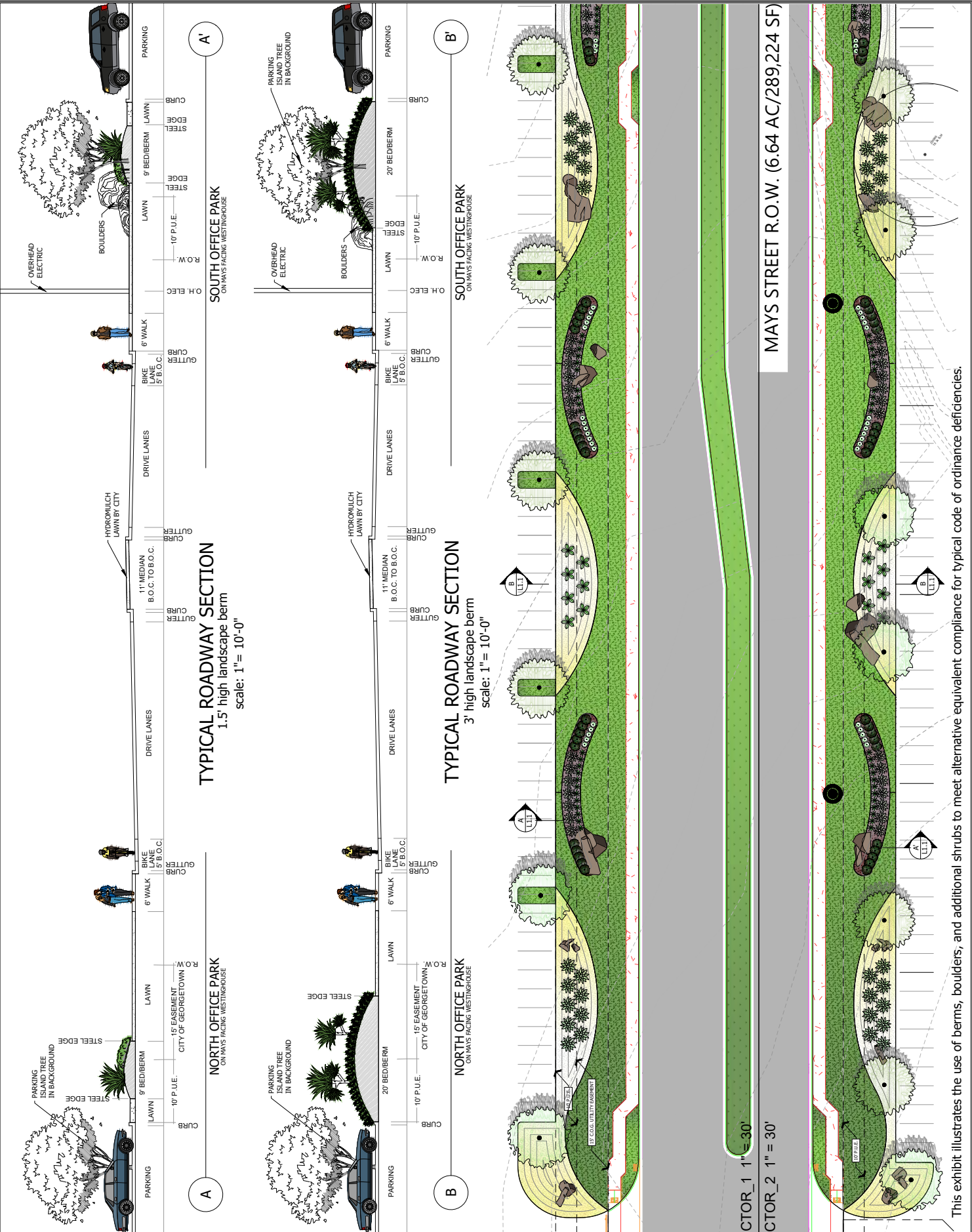
**Horizontal Westinghouse
Investors Tract
P.U.D. Standards**

N Mays & Westinghouse, Georgetown, TX

**EXHIBIT G-
Plant Material List
Low to Medium Water**

L1.2

3 OF 8



This exhibit illustrates the use of berms, boulders, and additional shrubs to meet alternative equivalent compliance for typical code of ordinance deficiencies.



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**Horizontal Westinghouse
Investors Tract
P.U.D. Standards**

N Mays & Westinghouse, Georgetown, TX

**EXHIBIT H-
Parking Lot Screening &
Streetscape-Standards Concept**

L1.3

4 OF 8

This exhibit illustrates the use of berms, boulders, and additional shrubs to meet alternative equivalent compliance for typical code of ordinance deficiencies.



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**Horizontal Westinghouse
Investors Tract
P.U.D. Standards**

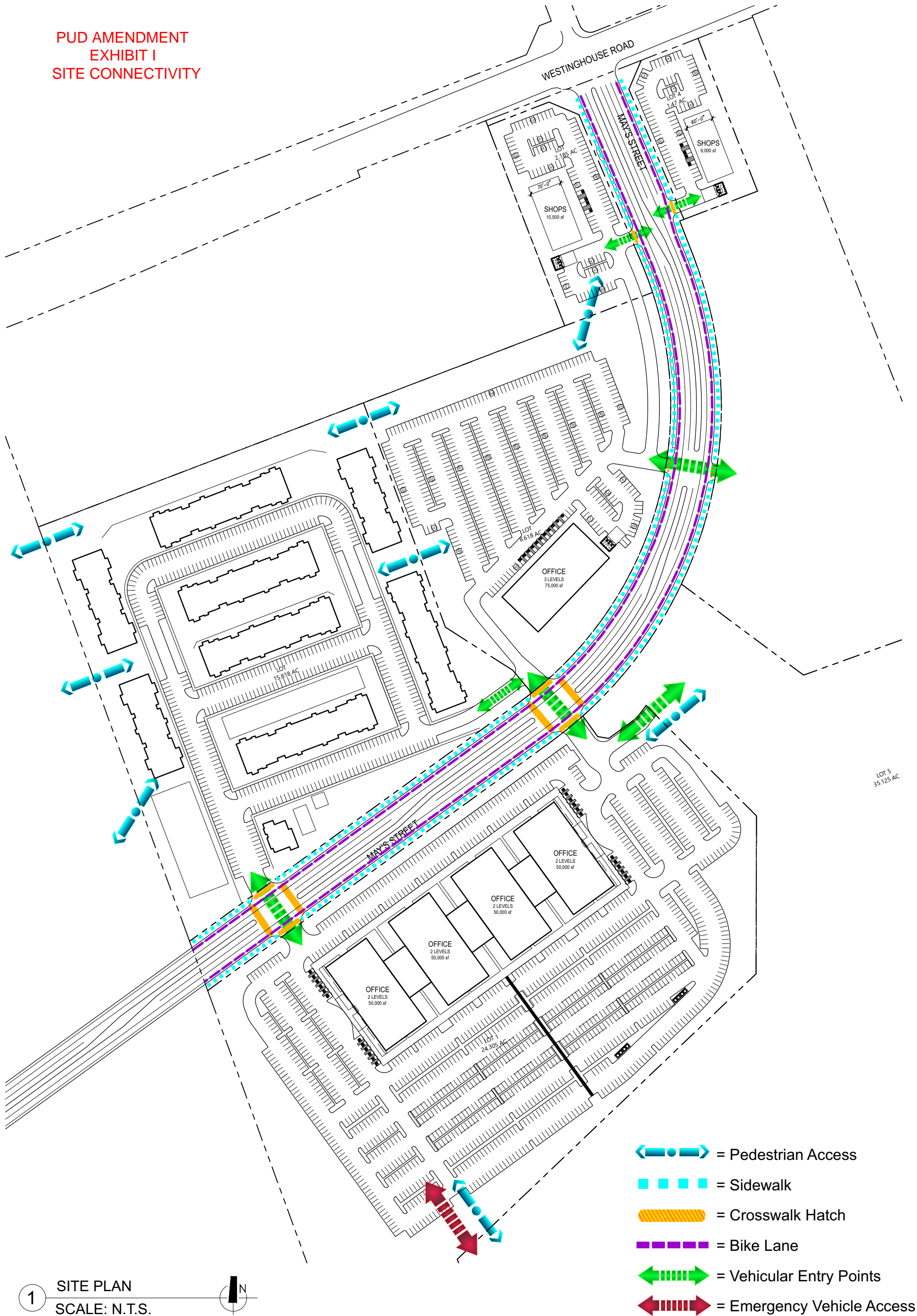
Page 234 of 603
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EXHIBIT H-
**Parking Lot Screening
& Streetscape
-Conceptual Renderings**

L1.5

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PUD AMENDMENT
EXHIBIT I
SITE CONNECTIVITY



BOURN COMPANIES

20 E. Congress St., Suite 300
Tucson, AZ 85701
Main (520) 323-1005 Fax (520) 323-5630

This depiction is a general schematic plan of improvements which are currently contemplated only and expressly is not a representation regarding the actual size, configuration, location or number of depicted features which have been constructed or will be constructed. This depiction is subject to change from time-to-time and is also subject to the approval of all governmental agencies and authorities having jurisdiction thereover. This depiction may be used solely for the purposes specifically represented therein.

WESTINGHOUSE
GEORGETOWN, TX

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

Background:

Within the City of Georgetown city limits and extraterritorial jurisdiction (ETJ) there are multiple electric utility providers that provide service to new and existing development. In an effort to ensure both utility service to the development site, and design and construction consistency with the Unified Development Code (UDC) requirements, the proposed UDC amendment would require a utility service availability letter to be submitted to the City prior to approval of a subdivision construction, site development plan and storm water permit.

Criteria for Approval and Staff Analysis:

In accordance with UDC Section 3.05.050, the Planning and Zoning Commission and City Council must determine that the proposed text amendment:

1. Promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City.

Findings: Complies

The proposed amendment promotes the health, safety and general welfare of the City, as well as the safe orderly, and healthful development of the City by consistently requiring a letter demonstrating electric serviceability and requiring assurance and awareness of UDC requirements for design.

2. Is consistent with the Comprehensive Plan.

Findings: Complies

The proposed amendment supports Land Use Policy LU.12, which supports prioritization of public safety services and infrastructure to ensure that Georgetown continues to be a safe, welcoming community that serves all residents. This policy prioritizes the evaluation of public safety services and infrastructure levels when considering requests for growth and density.

3. Is necessary to address conditions that have changed in the City.

Findings: Complies

As our community grows it is important to ensure all developments are meeting the requirements of the UDC consistently. While consistency with the requirements of the UDC are easily monitored in areas where the City is the utility service provider, the proposed amendment will ensure that same consistency in areas where new development is located in the Pedernales Electric Cooperative (PEC) or Oncor service areas.

4. Would positively or negatively impact the environment or community.

Findings: Complies

The proposed text amendment would positively impact the environment and community by ensuring consistency with the UDC requirements as part of the construction and site plan review.

5. Is in conformance with other applicable Sections of the City Code.

Findings: Complies

The proposed amendment is in conformance with the UDC. Electric utility standards are outlined in UDC Section 13.06, Electric and Communication Standard.

Based on these findings, staff finds that the proposed UDC Text Amendment meets the criteria outlined in UDC Section 3.05.050 for a text amendment.

Planning and Zoning Commission Recommendation:

On April 21, 2020 the Planning and Zoning Commission recommended approval of the UDC text amendment.

FINANCIAL IMPACT:

n/a

SUBMITTED BY:

Sofia Nelson, Planning Director

ATTACHMENTS:

ordinance

Exhibit A Draft Amendments Chapter 3

Exhibit B Draft Amendments Chapter 16

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTIONS 3.08.100, 3.09.030 AND 3.17.030, AND CHAPTER 16 OF THE UNIFIED DEVELOPMENT CODE (UDC), TO REQUIRE A LETTER OF SERVICE ABILITY PRIOR TO FINAL APPROVAL OF SUBDIVISION RELATED DEVELOPMENT APPLICATIONS AND TO ESTABLISH A DEFINITION FOR A LETTER OF SERVICE ABILITY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

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

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

WHEREAS, the City Council via Resolution 032420-P on March 24, 2020, designated the amendment to the UDC relative to requiring a Utility Services Availability Letter an emergency amendment in accordance with UDC Section 3.05.030; and

WHEREAS, by City Council declaring this amendment an emergency amendment, it will be processed as an executive amendment that is not reviewed by the UDC Advisory Committee; and

WHEREAS, the Planning and Zoning Commission conducted a Public Hearing on the proposed amendment at their April 21, 2020 regular scheduled meeting, and recommended approval of the amendment to the City Council.

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

SECTION 1: The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly

ORDINANCE NO. _____
DESCRIPTION: UTILITY AVAILABILITY LETTER
DATE APPROVED: MAY 12, 2020

PAGE 1 OF 2

made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan.

SECTION 2: Chapter 3 and Chapter 16, of the UDC are hereby amended as described in **EXHIBIT "A" and "B"**.

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

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

SECTION 5: The Mayor is hereby authorized to sign this Ordinance and the City Secretary to attest. This Ordinance shall become effective in accordance with the provisions of State Law and the City Charter of the City of Georgetown.

APPROVED on First Reading this 28th day of April, 2020.

APPROVED AND ADOPTED on Second Reading this 12th day of May, 2020.

THE CITY OF GEORGETOWN:

ATTEST:

Dale Ross
Mayor

Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

Charlie McNabb
City Attorney

ORDINANCE NO. _____
DESCRIPTION: UTILITY AVAILABILITY LETTER
DATE APPROVED: MAY 12, 2020

PAGE 2 OF 2

Chapter 3 - APPLICATIONS AND PERMITS

SECTION 3.08. - SUBDIVISION OF LAND

Sec. 3.08.100. - Construction Plans.

D. Approval Criteria.

The purpose of the Development Engineer's review is to ensure conformance to City policies and standards. However, the Development Engineer's review is limited to facts as presented on submitted plans.

4. Construction Plans shall not be approved until an Electric Utility Services Availability Letter, as defined in this Code, has been submitted to the City.

SECTION 3.09. - SITE DEVELOPMENT PLAN

Sec. 3.09.030. - Criteria for Approval.

A Site Development Plan shall be approved if it is in compliance with the following criteria:

K. An Electric Utility Services Availability Letter, as defined in this Code, has been submitted to the City.

SECTION 3.17. - STORMWATER PERMIT

Sec. 3.17.030. - Criteria for Approval.

E. A Stormwater Permit shall not be issued until an Electric Utility Services Availability Letter, as defined in this Code, has been submitted to the City.

Chapter 16 - DEFINITIONS

SECTION 16.01. - GENERAL

SECTION 16.02. - DEFINITIONS

The following definitions describe terms found in this Code.

Edwards Aquifer. Aquifer formation in Central Texas consisting of a Recharge Zone, Contributing Zone, and Transition Zone, all of which are often preceded in name by "Edwards Aquifer". The boundaries of the Edwards Aquifer and its divisions are determined by the Texas Commission on Environmental Quality (TCEQ). If not specifically singled out by individual zone, "Edwards Aquifer" shall be determined to encompass all three zones collectively. Also see "Aquifer".

Electric Utility Services Availability Letter. A letter issued by the appropriate electric distribution utility certifying the following: 1) availability of electric utility service and electric distribution infrastructure to a property; and 2) conformance to the requirements for design and construction of electric utilities of this Code.

Electrical Engineer. The person designated by the City's electric utility to make decisions regarding placement, design, procedures, and other authorized determinations regarding electrical public improvements.

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

Electric system improvements – net proceeds

Substation, line upgrades, new development, transforms \$5,010,000

Water system improvements – net proceeds

LWTP Raw Water Intake Rehabilitation 8,000,000

Round Rock Supply Line 300,000

Round Rock Supply Pump Station and Ground Storage Tank 1,000,000

Estimated Issuance costs 120,000

Total estimated issue \$14,430,000

Actual interest rates for this debt issue will not be determined until just prior to the reading of the ordinance at the Council meeting on April 28, 2020.

Please note all ordinances will be approved and effective on First Reading in accordance with Section 1201.028, Texas Government Code.

FINANCIAL IMPACT:

All debt service payments related to these bonds will be funded with utility system revenues generated under the City's rate structure. The electric utility and water utility are currently conducting rate studies.

SUBMITTED BY:

Leigh Wallace, Finance Director

ATTACHMENTS:

Ordinance

ORDINANCE NO. 2020-__

**ORDINANCE AUTHORIZING CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM
REVENUE BOND, SERIES 2020; PLEDGING CERTAIN REVENUES IN SUPPORT OF
THE BOND; AWARDING THE SALE OF THE BOND; AND AUTHORIZING OTHER
MATTERS RELATED TO THE ISSUANCE OF THE BOND**

THE STATE OF TEXAS	§
COUNTY OF WILLIAMSON	§
CITY OF GEORGETOWN	§

WHEREAS, the City of Georgetown, Texas (the "City") has determined to issue revenue debt for the purpose of financing improvements and extensions to the City's System (hereinafter defined) and for the payment of professional services including legal, fiscal, architectural, engineer and any costs of issuance, and the City Council deems it necessary and desirable to issue such bond at this time; and

WHEREAS, the Bond (hereinafter defined) authorized by this Ordinance is being issued and delivered pursuant to the City Charter and Chapter 1502, Texas Government Code, as amended, and any other applicable laws; and

WHEREAS, the meeting at which this Ordinance was passed was open to the public and public notice of the time, place and purpose of said meeting was given pursuant to Chapter 551, Texas Government Code, as amended, *and as further modified by an order issued by the Governor of the State of Texas on March 16, 2020, suspending certain provisions of the Open Meetings Act in light of his disaster proclamation issued on March 13, 2020, regarding the novel coronavirus (COVID 19).*

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

Section 1. DEFINITIONS. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Ordinance have the meanings assigned to them in Exhibit "A".

Section 2. AMOUNT AND PURPOSE OF THE BOND AND VISION STATEMENT.
(a) Amount and Purpose. The bond of the City further described in Section 3 of this Ordinance and herein defined as the Bond is hereby authorized to be issued and delivered in the aggregate principal amount of \$_____,000 **FOR THE PURPOSE OF (i) EXTENDING AND IMPROVING THE CITY'S SYSTEM AND (ii) PAYING THE COSTS OF ISSUING THE BOND.**

(b) Vision Statement. The City Council hereby finds that the enactment of this Ordinance and issuance of the Bond complies with the Vision Statement of the City.

Section 3. DESIGNATION, DATE, DENOMINATIONS AND NUMBERS OF THE BOND. The Bond issued pursuant to this Ordinance shall be designated: "CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE BOND, SERIES 2020," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated May 21, 2020, in the principal amount stated above and in the denomination of \$_____,000, numbered R-1, with bonds issued in replacement thereof being in a like denomination and numbered consecutively from R-2 upward, payable to the registered owner thereof, or to the registered assignee of the Bond or any portion or portions thereof (in each case, the "Registered Owner"), and the Bond shall mature and be payable in annual installments as set forth in the FORM OF BOND set forth in this Ordinance. The term "Bond" as used in this Ordinance shall mean and include collectively the bond initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto.

Section 4. INTEREST. The Bond shall bear interest from the date of initial delivery to the date of maturity or redemption prior to maturity at the rate of _____% per annum from the date of initial delivery through and including August 15, 2035. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in Exhibit "B" to this Ordinance.

Section 5. CHARACTERISTICS OF THE BOND. (a) Registration, Transfer; Authentication. The City shall keep or cause to be kept at the principal corporate trust or other office of _____ (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bond (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of the Bond to which payments with respect to the Bond shall be mailed, as herein provided; but it shall be the duty of the Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond. Registration of assignments, transfers and exchanges of the Bond shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in subsection (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of the Bond, date and manually sign such Bond, and no

Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel the paid Bond or any Bond surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bond in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, as amended, the duty of transfer and exchange of the Bond as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Bond, the transferred and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bond which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bond and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bond, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bond and shall properly and accurately record all payments on the Bond on the Registration Books, and shall keep proper records of all transfers of the Bond, and all replacements of the Bond, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bond (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on the Bond to be payable only to the Registered Owner thereof, (ii) may be redeemed in whole or in part prior to its scheduled maturity, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bond shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bond, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance (to which Bond is attached the Registration Certificate of the Comptroller of Public Accounts) is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Bond issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) **Substitute Paying Agent/Registrar.** The City covenants with the Registered Owner of the Bond that at all times while the Bond is outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bond under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective not later than 20 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bond, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Bond, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) On the closing date, the initial Bond No. R-1 representing the entire principal amount of the Bond, payable to the Purchaser, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to the Purchaser or its designee.

Section 6. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bond initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as in the form set forth in Exhibit "B" hereto, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 7. PLEDGE OF PLEDGED REVENUES. The City hereby covenants and agrees that the Pledged Revenues are hereby irrevocably pledged to the payment and security of the Parity Obligations including the establishment and maintenance of the special funds created, established and maintained for the payment and security thereof, all as hereinafter provided; and it is hereby ordained that the Parity Obligations, and the interest thereon, shall constitute a lien on and pledge of the Pledged Revenues and be valid and binding without any physical delivery thereof or further act by the City, and the lien created hereby on the Pledged Revenues for the payment and security of the Parity Obligations, including the establishment and maintenance of the special funds created, established and maintained for the payment and security thereof, shall be superior

to the lien on and pledge of the Pledged Revenues securing payment of any Subordinate Lien Obligations hereafter issued by the City.

Section 8. SPECIAL FUNDS. The City confirms the establishment and maintenance on the books of the City, so long as any of the Parity Obligations are outstanding and unpaid, of the below limited Special Funds:

(a) City of Georgetown, Texas Utility System Revenue Fund, hereinafter called the "Revenue Fund."

(b) City of Georgetown, Texas Utility System Revenue Bonds Interest and Sinking Fund, hereinafter called the "Interest and Sinking Fund."

Though all of such funds may be subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such Funds or of such Funds and the City shall keep full and complete records indicating the monies and investments credited to each of such Funds.

Section 9. REVENUE FUND. The City hereby covenants, agrees and establishes that the Gross Revenues shall be deposited and credited to the Revenue Fund immediately as collected and received. All Maintenance and Operating Expenses are and shall be paid from such Gross Revenues as a first charge against same.

Section 10. FLOW OF FUNDS. All Gross Revenues deposited and credited to the Revenue Fund shall be pledged and appropriated to the extent required for the following uses and in the order of priority shown:

FIRST: to the payment of all necessary and reasonable Maintenance and Operating Expenses as defined herein or required by statute, including, but not limited to, Chapter 1502, Texas Government Code, as amended, to be a first charge on and claim against the Gross Revenues, including a two (2)-month reserve amount based upon the budgeted amount of Maintenance and Operating Expenses for the current Fiscal Year, which amount shall be retained in the Revenue Fund.

SECOND: to the payment of the amounts required to be deposited and credited to the Interest and Sinking Fund created and established for the payment of the Bond, the Previously Issued Parity Obligations and any Additional Parity Obligations issued by the City as the same become due and payable.

THIRD: pro rata to the payment of the amounts required to be deposited and credited (i) to the Reserve Fund created and established to maintain the Required Reserve Amount in accordance with the provisions of this Ordinance, including amounts owed with respect to any Reserve Fund Obligation to restore the Required Reserve Amount and (ii) to each other reserve fund created and established to maintain a reserve in accordance with the provisions

of the ordinances relating to the issuance of any Additional Parity Obligations hereafter issued by the City.

FOURTH: to the payment of Subordinate Lien Obligations.

FIFTH: to the payment of the amounts required for any lawful purpose.

Section 11. INTEREST AND SINKING FUND. For purposes of providing funds to pay the principal of, premium, if any, and interest on the Parity Obligations as the same become due and payable, including any mandatory sinking fund redemption payments, the City agrees that it shall maintain the Interest and Sinking Fund. The City covenants to deposit and credit to the Interest and Sinking Fund prior to each principal, interest payment or redemption date from the available Pledged Revenues an amount equal to one hundred percent (100%) of the amount required to fully pay the interest on and the principal of the Parity Obligations then falling due and payable. The City shall make such deposits and credits to pay maturing principal, accrued interest, and mandatory sinking fund redemptions on the Parity Obligations in substantially equal semi-annual installments on or before each February 15 and August 15.

The required semi-annual deposits and credits to the Interest and Sinking Fund shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in and credited to the Interest and Sinking Fund and the Reserve Fund (excluding any Reserve Fund Obligation) is equal to the amount required to fully pay and discharge all Outstanding Parity Obligations (principal, premium, if any, and interest) or (ii) the Parity Obligations are no longer outstanding.

Accrued interest and capitalized interest, if any, received from the purchaser of any Parity Obligation shall be taken into consideration and reduce the amount of the semi-annual deposits and credits hereinabove required into the Interest and Sinking Fund.

Section 12. RESERVE FUND. (a) To accumulate and maintain a reserve for the payment of the Bond and the Outstanding Parity Obligations equal to the Average Annual Debt Service Requirements of the Bond and the Outstanding Parity Obligations (calculated by the City at the beginning of each Fiscal Year) (the "Required Reserve Amount"), the Reserve Fund has been established and shall be maintained by the City. Earnings and income derived from the investment of amounts held for the credit of the Reserve Fund shall be retained in the Reserve Fund until the Reserve Fund contains the Required Reserve Amount; thereafter, such earnings and income shall be deposited to the credit of the Revenue Fund. As provided in Section 10, the City shall deposit and credit to the Reserve Fund amounts required to maintain the balance in the Reserve Fund in an amount equal to the Required Reserve Amount. There shall be deposited into the Reserve Fund any Reserve Fund Obligations so designated by the City. All funds, investments and Reserve Fund Obligations on deposit and credited to the Reserve Fund shall be used solely for (i) the payment of the principal of and interest on the Bond and the Outstanding Parity Obligations, when and to the extent other funds available for such purposes are insufficient, (ii) to make Reserve Fund Obligation Payments and (iii) to retire the last Stated Maturity or Stated Maturities of or interest on the Bond and the Outstanding Parity Obligations.

(b) When and for so long as the cash, investments and Reserve Fund Obligations in the Reserve Fund equal the Required Reserve Amount, no deposits need be made to the credit of the Reserve Fund; but, if and when the Reserve Fund at any time contains less than the Required Reserve Amount, the City covenants and agrees that the City shall cure the deficiency in the Reserve Fund by resuming the Required Reserve Fund Deposits to such Fund from the Pledged Revenues in accordance with Section 10 by monthly deposits and credits in amounts equal to not less than 1/60th of the Required Reserve Amount with any such deficiency payments being made on or before each February 15 and August 15 until the Required Reserve Amount has been fully restored; provided, however, that no such deposits shall be made into the Reserve Fund during any six month period beginning on February 15 and August 15 until there has been deposited into the Interest and Sinking Fund the full amount required to be deposited therein by the next following February 15 and August 15, as the case may be. In addition, in the event that a portion of the Required Reserve Amount is represented by a Reserve Fund Obligation, the Required Reserve Amount shall be restored as soon as possible from monthly deposits of Pledged Revenues on deposit in the Revenue Fund in accordance with Section 10, but subject to making the full deposits and credits to the Interest and Sinking Fund required to be made by the next following February 15 and August 15, as the case may be. The City further covenants and agrees that, subject only to the prior deposits and credits to be made to the Interest and Sinking Fund, the Pledged Revenues shall be applied and appropriated and used to establish and maintain the Required Reserve Amount, including by paying Reserve Fund Obligation Payments when due, and any reserve established for the benefit of any issue or series of Additional Parity Obligations and to cure any deficiency in such amounts as required by the terms of this Ordinance and any other ordinance pertaining to the issuance of Additional Parity Obligations.

During such time as the Reserve Fund contains the Required Reserve Amount, the obligation to maintain the Required Reserve Amount has been suspended pursuant to subsection (d) below or any cash is replaced with a Reserve Fund Obligation pursuant to subsection (c) below, the City may, at its option, withdraw all surplus funds in the Reserve Fund and deposit such surplus in the Interest and Sinking Fund or otherwise use such amount in any manner permitted by law.

(c) A Reserve Fund Obligation issued in an amount equal to all or part of the Required Reserve Amount for the Bond and the Outstanding Parity Obligations may be used in lieu of depositing cash into the Reserve Fund. In addition, a Reserve Fund Obligation may be substituted for monies and investments in the Reserve Fund if the substitution of the Reserve Fund Obligation will not, in and of itself, cause any ratings then assigned to the Bond and the Outstanding Parity Obligations by any Rating Agency to be lowered and the ordinance authorizing the substitution of the Reserve Fund Obligation for all or part of the Required Reserve Amount contains a finding that such substitution is cost effective.

(d) Notwithstanding anything to the contrary contained herein, the requirement set forth in subsection (a) above to maintain the Required Reserve Amount in the Reserve Fund shall be suspended for such time as the Net Revenues for each Fiscal Year are equal to at least 1.35 times the Average Annual Debt Service Requirements. In the event that the Net Revenues for any Fiscal Year are less than 1.35 times the Average Annual Debt Service Requirements, the City will be

required to commence making Required Reserve Fund Deposits, as provided in subsection (b) above, and to continue such Required Reserve Fund Deposits until the earlier of (i) such time as the Reserve Fund contains the Required Reserve Amount or (ii) the Net Revenues in each of two consecutive years have been equal to not less than 1.35 times the Average Annual Debt Service Requirements.

(e) A Reserve Fund Obligation permitted under (a) above, must be in the form of a surety bond or insurance policy meeting the requirements described below.

(1) (i) A surety bond or insurance policy issued to a paying agent/registrar for the Parity Obligations, as agent of the Holders, by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Parity Obligations (a "municipal bond insurer") if the claims paying ability of the issuer thereof shall be rated "AAA" or "Aaa", respectively, by S&P or Moody's, or (ii) a surety bond or insurance policy issued to a paying agent/registrar for the Parity Obligations, as agent of the Holders, by an entity other than a municipal bond insurer, if the form and substance of such instrument and the issuer thereof shall be approved in writing by each Bond Insurer of record.

(2) The obligation to reimburse the issuer of a Reserve Fund Obligation for any claims or draws upon such Reserve Fund Obligation in accordance with its terms, including expenses incurred in connection with such claims or draws, to the extent permitted by law, (a Reserve Fund Obligation Payment) shall be made from the deposits made to the Reserve Fund as provided in this Section and in Section 10. The Reserve Fund Obligation shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Reserve Fund Obligation to reimbursement will be subordinated to the cash replenishment of the Reserve Fund to an amount equal to the difference between the full original amount available under the Reserve Fund Obligation and the amount then available for further draws or claims. In the event (a) the issuer of a Reserve Fund Obligation becomes insolvent, or (b) the issuer of a Reserve Fund Obligation defaults in its payment obligations thereunder, or (c) the claims paying ability of the issuer of the insurance policy or surety bond falls below "AAA" or "Aaa," by S&P and Moody's, respectively, the obligation to reimburse the issuer of the Reserve Fund Obligation shall be subordinated to the cash replenishment of the Reserve Fund.

(3) In the event (a) the revolving reinstatement feature described in the preceding paragraph is suspended or terminated, or (b) the rating of the claims paying ability of the issuer of the surety bond or insurance policy falls below "AAA" or "Aaa," by S&P and Moody's, respectively, the City shall either (i) deposit into the Reserve Fund, in accordance with this Section and Section 10, an amount sufficient to cause the cash or investments credited to the Reserve Fund to accumulate to the Required Reserve Amount, or (ii) replace such instrument with a surety bond or insurance policy meeting the requirements of 1 and 2 above, within six months of such occurrence. In the event (a) the rating of the claims-paying ability of the issuer of the surety bond or insurance policy falls below "A" by S&P

and Moody's, or (b) the issuer of the Reserve Fund Obligation defaults in its payment obligations hereunder, or (c) the issuer of the Reserve Fund Obligation becomes insolvent, the City shall either (i) deposit into the Reserve Fund, in accordance with this Section, amounts sufficient to cause the cash or investments on deposit in the Reserve Fund to accumulate to the Required Reserve Amount, or (ii) replace such instrument with a surety bond or insurance policy meeting the requirements of 1 and 2 above within six months of such occurrence.

(4) The Paying Agent/Registrar shall ascertain the necessity for a claim or draw upon any Reserve Fund Obligation and provide notice to the issuer of the Reserve Fund Obligation in accordance with its terms not later than three days (or such appropriate time period as will, when combined with the timing of required payment under the Reserve Fund Obligation, ensure payment under the Reserve Fund Obligation on or before the interest payment date) prior to each date upon which the principal of or interest on the Parity Obligations will be due.

It is recognized that a Reserve Fund Obligation may be issued which is payable only with respect to a part of the Bond and the Outstanding Parity Obligations with the remainder of the Required Reserve Amount being satisfied by monies and investments and in that case any draws upon the Reserve Fund will have to be made on a pro-rata basis to ensure that every Parity Obligation enjoys an equal amount of security. Therefore, (i) draws upon one or more such Reserve Fund Obligations shall be made on a pro-rata basis with cash and investments available in the Reserve Fund and (ii) deposits and credits to the Reserve Fund to restore it to the Required Reserve Amount shall be utilized on a pro-rata basis to pay Reserve Fund Obligation Payments to reimburse the issuers of the Reserve Fund Obligations, thus restoring that part of the Required Reserve Amount, and to restore with cash and investments the balance of the Required Reserve Amount.

Section 13. EXCESS BOND PROCEEDS. Any proceeds of Parity Obligations not required to effectuate the purposes for which such Parity Obligations were issued, as provided in the respective ordinances authorizing the issuance of such Parity Obligations, or for the payment of the costs of issuance of such Parity Obligations shall be deposited and credited to the Interest and Sinking Fund and shall be taken into consideration and shall reduce the amount of semi-annual deposits and credits to the Interest and Sinking Fund from the Pledged Revenues or used to redeem or purchase the Parity Obligations from which such excess proceeds are related.

Section 14. DEFICIENCIES - EXCESS PLEDGED OR NET REVENUES. (a) If on any occasion there shall not be sufficient Pledged Revenues (after making all payments pertaining to all Parity Obligations) to make the required deposits and credits to the Interest and Sinking Fund and the Reserve Fund, then such deficiency shall be cured as soon as possible from the next available unallocated Pledged Revenues, or from any other sources available for such purpose, and such deposits and credits shall be in addition to the amounts otherwise required to be deposited and credited to these Funds.

(b) Subject to making the deposits and credits required by this Ordinance, or any ordinances authorizing the issuance of Additional Parity Obligations, or the payments and credits required by the provisions of the ordinances authorizing the issuance of Subordinate Lien Obligations hereafter issued by the City, the excess Net Revenues may be used for any lawful purpose.

Section 15. INVESTMENT OF FUNDS - VALUATION - TRANSFER OF INVESTMENT INCOME. (a) Money in the Revenue Fund, the Interest and Sinking Fund and the Reserve Fund may, at the option of the City, be invested in Permitted Investments; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any fund will be available at the proper time or times. All such investments shall be valued in terms of current market value no less frequently than the last business day of the City's Fiscal Year, except that any direct obligations of the United States of America - State and Local Government Series shall be continuously valued at their par value or principal face amount. Any obligation in which money is so invested shall be kept and held at the Depository, except as otherwise permitted by the laws applicable to the City. For purposes of maximizing investment returns, money in such funds may be invested, together with money in other funds or with other money of the City, in common investments of the kind described above, or in a common pool of such investments held by the City or its designated agent, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such fund are held by or on behalf of each such fund. If necessary, such investments shall be promptly sold to prevent any default.

(b) All interest and income derived from such investments (other than interest and income derived from amounts credited to the Reserve Fund if the Reserve Fund does not contain the Required Reserve Amount) shall be credited to the Revenue Fund semi-annually and shall constitute Gross Revenues.

Section 16. PAYMENT OF PARITY OBLIGATIONS. While any of the Parity Obligations are outstanding, the City shall transfer to the respective paying agent/registrar therefor, from funds on deposit in and credited to the Interest and Sinking Fund, and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly the interest on and principal of the Parity Obligations as shall become due on each interest or principal payment date, or date of redemption of the Parity Obligations; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with each respective paying agent/registrar for the Parity Obligations not later than the business day next preceding the date such payment is due on the Parity Obligations. The Paying Agent/Registrar shall destroy all paid Parity Obligations for which it serves as paying agent/registrar and furnish the City with an appropriate certificate of cancellation or destruction.

Section 17. RATES AND CHARGES. For the benefit of the Holders of the Parity Obligations and in addition to all provisions and covenants in the laws of the State of Texas and in this Ordinance, the City hereby expressly stipulates and agrees, while any of the Parity

Obligations are outstanding, to establish and maintain rates and charges for facilities and services afforded by the System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce Gross Revenues in each Fiscal Year reasonably anticipated to be sufficient:

A. to pay Maintenance and Operating Expenses;

B. to produce Pledged Revenues at least equal to the greater of 1.25 times the Average Annual Debt Service Requirements or 1.10 times the Maximum Annual Debt Service Requirements;

C. to produce Pledged Revenues in amounts sufficient to enable the City to make the deposits and credits, if any, from Pledged Revenues (i) to the Reserve Fund to restore the Required Reserve Amount in accordance with Section 12 of this Ordinance, including the payment of any Reserve Fund Obligation Payment then due, and (ii) to other reserve funds to establish or restore the reserve securing any issue or series of Additional Parity Obligations;

D. to produce Pledged Revenues, together with any other lawfully available funds (including the proceeds of Debt which the City expects will be utilized to pay all or part of the principal of and/or interest on any obligations described in this subsection D), sufficient to pay the principal of and interest on any Subordinate Lien Obligations issued by the City and the amounts required to be deposited in any reserve or contingency fund created for the payment and security of the Subordinate Lien Obligations and any other obligations or evidences of indebtedness issued or incurred that are payable from, in whole or in part, a subordinate lien on and pledge of the Pledged Revenues; and

E. to pay any other Debt payable from the Pledged Revenues and/or secured by a lien on the Pledged Revenues.

Should the annual audit report required by Section 19 hereof reflect that the Pledged Revenues for the Fiscal Year covered thereby were less than necessary to meet the requirements of this Section, the City Council will review the operations of the System and the rates and charges for services provided, and the City Council will make the necessary adjustments or revisions, if any, in order that the Pledged Revenues for the succeeding year will be sufficient to satisfy the foregoing coverage requirements.

Section 18. GENERAL COVENANTS. The City further covenants and agrees that in accordance with and to the extent required or permitted by law:

(a) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in any ordinance authorizing the issuance of Parity Obligations, including this Ordinance, and in each and every Parity Obligation; it will promptly pay or cause to be paid the principal of and interest on every Parity Obligation on the dates and in the places and manner prescribed in such ordinances and obligations; and it will, at the times and

in the manner prescribed, deposit and credit or cause to be deposited and credited the amounts required to be deposited and credited to the Interest and Sinking Fund and the Reserve Fund.

(b) City's Legal Authority. It is a duly created and existing home rule city of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Bond; that all action on its part for the creation and issuance of the Bond has been duly and effectively taken, and that the Bond in the hands of the Holder thereof is and will be a valid and enforceable special obligation of the City in accordance with its terms.

(c) Title. It has or will obtain lawful title to the lands, buildings, structures and facilities constituting the System, that it warrants that it will defend the title to all the aforesaid lands, buildings, structures and facilities, and every part thereof, for the benefit of the Holders of the Bond, the Previously Issued Parity Obligations and Additional Parity Obligations, against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Bond, the Previously Issued Parity Obligations and Additional Parity Obligations in the manner prescribed herein, and has lawfully exercised such rights.

(d) Liens. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments and governmental charges, if any, which shall be lawfully imposed upon it, or the System; it will pay all lawful claims for rents, royalties, labor, materials and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and it will not create or suffer to be created any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the City.

(e) Operation of System; No Free Service. It will, while the Parity Obligations are outstanding and unpaid, continuously and efficiently operate the System, and shall maintain the System in good condition, repair and working order, all at reasonable cost. No free service of the System shall be allowed, and should the City or any of its agencies or instrumentalities make use of the services and facilities of the System, payment of the reasonable value shall be made by the City out of funds from sources other than the Gross Revenues of the System, unless made from surplus or excess Pledged Revenues as permitted in Section 14.

(f) Further Encumbrance. While the Parity Obligations are outstanding and unpaid, it will not additionally encumber the Pledged Revenues in any manner, except as permitted in this Ordinance in connection with Additional Parity Obligations, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants and agreements of this Ordinance; but the right of the City to issue or incur obligations payable from a subordinate lien on the Pledged Revenues is specifically recognized and retained.

(g) Sale or Disposal of Property. While the Parity Obligations are outstanding and unpaid, it will not sell, convey, mortgage, encumber, lease or in any manner transfer title to, or otherwise dispose of the System, or any significant or substantial part thereof; provided that whenever the City deems it necessary to dispose of any other property, machinery, fixtures or equipment, it may sell or otherwise dispose of such property, machinery, fixtures or equipment when it has made arrangements to replace the same or provide substitutes therefor, unless it is determined that no such replacement or substitute is necessary; and, provided further, that the City retains the right to sell, convey, mortgage, encumber, lease or otherwise dispose of any significant or substantial part of the System if (i) the City Manager delivers a certificate to the City Council to the effect that, following such action by the City, the System is expected to produce Gross Revenues in amounts sufficient in each Fiscal Year while any of the Parity Obligations are to be outstanding to comply with the obligations of the City contained in this Ordinance and in the ordinances authorizing the issuance of Additional Parity Obligations; (ii) the City Council makes a finding and determination to the same effect as the certificate of the City Manager set forth in (i) above and (iii) each Rating Agency then maintaining a rating on any Parity Obligation delivers a letter to the City to the effect that such sale, conveyance, mortgage, encumbrance, lease or other disposition will not cause the Rating Agency to withdraw or lower the rating then in effect. Proceeds from any sale hereunder not used to replace or provide for substitution of such property sold, shall be used for improvements to the System or to purchase or redeem Parity Obligations.

(h) Insurance. (1) It shall cause to be insured such parts of the System as would usually be insured by municipal corporations operating like properties, with a responsible insurance company or companies, against risks, accidents or casualties against which and to the extent insurance is usually carried by municipal corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney of the City gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance. At any time while any contractor engaged in construction work shall be fully responsible therefor, the City shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Holders and their representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, the City shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the City. The proceeds of insurance covering such property are hereby pledged as security for the Parity Obligations and, together with any other funds necessary and available for such purpose, shall be used forthwith by the City for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be used promptly as follows:

(i) for the redemption prior to maturity of the Parity Obligations, ratably in the proportion that the Outstanding principal of each series of Parity Obligations bears to the total Outstanding principal of all Parity Obligations, provided that if on any such occasion

the principal of any such series is not subject to redemption, it shall not be regarded as Outstanding in making the foregoing computation; or

(ii) if none of the Outstanding Parity Obligations is subject to redemption, then for the purchase on the open market and retirement of said Parity Obligations in the same proportion as prescribed in the foregoing clause (i), to the extent practicable; provided that the purchase price for any Parity Obligation shall not exceed the redemption price of such Parity Obligation on the first date upon which it becomes subject to redemption; or

(iii) to the extent that the foregoing clauses (i) and (ii) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special and separate trust fund, at an official depository of the City, to be designated the Insurance Account. The Insurance Account shall be held until such time as the foregoing clauses (i) and/or (ii) can be complied with, or until other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first.

(2) The foregoing provisions of (1) above notwithstanding, the City shall have authority to enter into coinsurance or similar plans where risk of loss is shared in whole or in part by the City.

(3) The annual audit hereinafter required shall contain a section commenting on whether or not the City has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(4) The payment of premiums for all insurance policies required under the provisions hereof and the costs associated with the maintenance of any self-insurance program shall be considered Maintenance and Operating Expenses. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System, but nothing herein shall be construed as preventing the City from doing so.

(i) Governmental Agencies. It will comply with all of the terms and conditions of any and all franchises, permits and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the City has or will obtain and keep in full force and effect all franchises, permits, authorization and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation and maintenance of the System.

(j) No Competition. It will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the System's facilities and, to the extent that it legally may, the City will prohibit any such competing facilities. Notwithstanding the foregoing, the City retains the right, however, to "opt in" to electric

competition in accordance with State law if "opting in" will not materially adversely impact the Net Revenues of the System as evidenced by a certification of the City Manager.

(k) Disaggregation of System. The City retains the right to disaggregate the System into one or more independent resulting systems if (i) the City Manager delivers a certificate to the City Council to the effect that, following such action by the City, the remaining System is expected to produce Gross Revenues in amounts sufficient in each Fiscal Year while any of the Parity Obligations are to be outstanding to comply with the obligations of the City contained in this Ordinance and in the ordinances authorizing the Previously Issued Parity Obligations and the issuance of Additional Parity Obligations; (ii) the City Council makes a finding and determination to the same effect as the certificate of the City Manager set forth in (i) above and (iii) each Rating Agency then maintaining a rating on any Parity Obligation delivers a letter to the City to the effect that such disaggregation will not cause the Rating Agency to withdraw or lower the rating then in effect on the Outstanding Parity Obligations.

Section 19. RECORDS AND ACCOUNTS - ANNUAL AUDIT. The City covenants and agrees that so long as any of the Parity Obligations remain Outstanding, the City will keep and maintain a separate and complete system of records and accounts pertaining to the operations of the System in which full, complete, true, proper, and correct entries shall be made of all dealings, transactions, business and affairs relating thereto, or which in any way affect or pertain to the System or the Gross Revenues or the Net Revenues thereof, as provided by generally accepted accounting principles, consistently applied, and by Sections 1502.067 and 1502.068, Texas Government Code, as amended, or other applicable law. The Holders of the Parity Obligations or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that, following the close of each Fiscal Year, the City will cause an audit report of such records and accounts to be made by an Accountant. Copies of each annual audit shall be made available for public inspection during normal business hours at the City's principal office and the City Secretary's office and may be furnished to, upon written request, any Holder of Parity Obligations upon payment of the reasonable copying and mailing charges. Expenses incurred in making the annual audit of the operations of the System shall be considered as Maintenance and Operating Expenses.

Section 20. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BOND. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bond as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bond or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or

indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bond, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bond or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bond (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bond being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bond being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bond, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bond, other than investment property acquired with --

(A) proceeds of the Bond invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bond is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bond;

(7) to otherwise restrict the use of the proceeds of the Bond or amounts treated as proceeds of the Bond, as may be necessary, so that the Bond does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bond or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bond in contravention of the requirements of section 149(d) of the Code (relating to

advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bond) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bond has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bond. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bond, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bond under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bond, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bond under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager, the Assistant City Manager or the Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bond. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bond, or (2) the date

the Bond is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bond. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed of in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bond. For purposes of the foregoing, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 21. NO CONTINUING DISCLOSURE UNDERTAKING. The sale of the Bond is exempt from Securities and Exchange City Council Rule 15c2-12. Consequently, the City makes no undertaking with respect to such rule or with respect to the provision of on-going financial and operating data.

Section 22. ISSUANCE OF ADDITIONAL PARITY OBLIGATIONS. (a) The City shall have the right and power at any time and from time to time and in one or more series or issues, to authorize, issue and deliver additional parity revenue bonds or other obligations (herein called "Additional Parity Obligations"), in accordance with law, in any amounts, for purposes of extending, improving or repairing the System or for the purpose of refunding of any Parity Obligations, Subordinate Lien Obligations or other obligations of the City incurred in connection with the ownership or operation of the System. Such Additional Parity Obligations, if and when authorized, issued and delivered in accordance with this Ordinance, shall be secured by and made payable equally and ratably on a parity with all other Outstanding Parity Obligations, from the lien on and pledge of the Pledged Revenues herein granted.

(b) The Interest and Sinking Fund shall secure and be used to pay all Parity Obligations. Each ordinance under which Additional Parity Obligations are issued shall provide and require that, in addition to the amounts required by the provisions of this Ordinance and the provisions of any other ordinance or ordinances authorizing the Previously Issued Parity Obligations and Additional Parity Obligations to be deposited to the credit of the Interest and Sinking Fund, the City shall deposit to the credit of the Interest and Sinking Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Parity Obligations then being issued, as the same come due.

(c) The City may create and establish a reserve fund pursuant to the provisions of any ordinance authorizing the issuance of Additional Parity Obligations for the purpose of securing that particular issue or series of Parity Obligations or any specific group of issues or series of Parity

Obligations and the amounts once deposited or credited to said reserve funds shall no longer constitute Net Revenues and shall be held solely for the benefit of the Holders of the particular Parity Obligations for which such reserve fund was established. Each such reserve fund shall be designated in such manner as is necessary to identify the Parity Obligations it secures and to distinguish such reserve fund from the Reserve Fund and the reserve funds created for the benefit of other Parity Obligations.

Section 23. FURTHER REQUIREMENTS FOR ADDITIONAL PARITY OBLIGATIONS. That Additional Parity Obligations shall be issued only in accordance with this Ordinance, but notwithstanding any provisions of this Ordinance to the contrary, no installment, Series or issue of Additional Parity Obligations shall be issued or delivered unless:

(a) The City Manager and the City Secretary of the City sign a written certificate to the effect that the City is not in default as to any covenant, condition or obligation in connection with all Outstanding Parity Obligations, and the ordinances authorizing same, and that the Interest and Sinking Fund, the Reserve Fund and any reserve fund securing any other series or issue of Parity Obligations each contains the amount then required to be therein.

(b) An Accountant signs and delivers to the City a written certificate to the effect that, during either the next preceding Fiscal Year, or any twelve consecutive calendar month period ending not more than ninety days prior to the date of the then proposed Additional Parity Obligations, the Net Earnings were, in the opinion thereof, at least equal to the sum of 1.25 times the Average Annual Debt Service Requirements (computed on a Fiscal Year basis), including Amortization Installments, of the Parity Obligations and the Additional Parity Obligations to be outstanding after the issuance of the then proposed Additional Parity Obligations and 1.10 times the average annual debt service requirement (computed in the same manner as for Parity Obligations) of the Subordinate Lien Obligations to be outstanding after the issuance of the then proposed Additional Parity Obligations.

(c) In making a determination of Net Earnings for any of the purposes described in this Section, the Accountant may take into consideration a change in the rates and charges for services and facilities afforded by the System that became effective at least 60 days prior to the last day of the period for which Net Earnings are determined and, for purposes of satisfying the Net Earnings tests described above, make a pro forma determination of the Net Earnings of the System for the period of time covered by said Accountant's certification or opinion based on such change in rates and charges being in effect for the entire period covered by said Accountant's certificate or opinion.

As used in this Section, the term "Net Earnings" shall mean the Gross Revenues of the System after deducting the Maintenance and Operating Expenses of the System but not expenditures which, under standard accounting practice, should be charged to capital expenditures.

Section 24. ISSUANCE OF SUBORDINATE LIEN OBLIGATIONS. The City hereby reserves the right to issue, at any time, obligations including, but not limited to, Subordinate Lien Obligations, payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues, subordinate and inferior in rank and dignity to the lien on and pledge

of such Net Revenues securing the payment of the Parity Obligations, as may be authorized by the laws of the State of Texas.

Section 25. ISSUANCE OF SPECIAL PROJECT OBLIGATIONS. Nothing in this Ordinance shall be construed to deny the City the right and it shall retain, and hereby reserves unto itself, the right to issue Special Project obligations secured by liens on and pledges of revenues and proceeds derived from Special Projects.

Section 26. LIMITED OBLIGATIONS OF THE CITY. The Parity Obligations are limited, special obligations of the City payable from and equally and ratably secured solely by a first lien on and pledge of the Pledged Revenues, and the Holders thereof shall never have the right to demand payment of the principal or interest on the Parity Obligations from any funds raised or to be raised through taxation by the City.

Section 27. SECURITY FOR FUNDS. All money on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

Section 28. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bond when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owner of the Bond, including, but not limited to, its prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by the Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, the Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owner hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of the Registered Owner of the Bond then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bond or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bond shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owner with any liability, or be held personally liable to the Registered Owner under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 29. DEFEASANCE OF BOND. (a) The Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of the Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until the Defeased Bond shall have become due and payable or (3) any combination of (1) and (2). At such time as the Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, the Bond and the interest thereon

shall no longer be secured by, payable from, or entitled to the benefits of, the Pledged Revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of the Bond as aforesaid when proper notice of redemption of the Bond shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of the Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bond and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bond and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until the Defeased Bond shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bond the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of the Bond and the Bond shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the Registered Owner of the Bond.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 30. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BOND. (a) Replacement Bond. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bond. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bond shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bond. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bond duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bond. In accordance with Subchapter D of Chapter 1201, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Bond is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bond in the form and manner and with the effect, as provided in Section 5(a) of this Ordinance for Bond issued in exchange for other Bond.

Section 31. AMENDMENT OF ORDINANCE. (a) The Bond Insurer, if any, and the Holders of the Parity Obligations aggregating a majority in principal amount of the aggregate principal amount of then Outstanding Parity Obligations shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the

City, provided, however, that without the consent of the Bond Insurer and the Holders of all of the effected Parity Obligations at the time outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Parity Obligations so as to:

- (1) Make any change in the maturity of the Outstanding Parity Obligations;
- (2) Reduce the rate of interest borne by any of the Outstanding Parity Obligations;
- (3) Reduce the amount of the principal payable on the Outstanding Parity Obligations;
- (4) Modify the terms of payment of principal of or interest on the Outstanding Parity Obligations or impose any conditions with respect to such payment;
- (5) Affect the rights of the Holders of less than all of the Parity Obligations then Outstanding;
- (6) Change the minimum percentage of the principal amount of Parity Obligations necessary for consent to such amendment.

(b) If at any time the City shall desire to amend this Ordinance under this Section, the City shall cause notice of the proposed amendment to be delivered to the Bond Insurer and published in a financial newspaper or journal of general circulation in The City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file for inspection by all Holders of Parity Obligations at the designated trust office of the registrar for such Parity Obligations. Such publication is not required, however, if notice in writing is given to each Holder of the Parity Obligations.

(c) Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice the City shall receive an instrument or instruments executed by the Holders of at least a majority in aggregate principal amount of all Parity Obligations then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the City Council may pass the amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the City and all the Holders of then outstanding Parity Obligations shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the registered owner of a Parity Obligation pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future Holders of the same Parity Obligation during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the Holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent and the City, but such revocation shall not be effective if the Holders of at least a majority in aggregate principal amount of the then outstanding Parity Obligations as in this Section defined have, prior to the attempted revocation, consented to and approve the amendment.

(f) For the purpose of this Section, the fact of the holding of Parity Obligations issued in registered form without coupons and the amounts and numbers of such Parity Obligations and the date of their holding same shall be proved by the Security Register of the paying agent/registrar for such Parity Obligations. For purposes of this Section, the holder of a Parity Obligation in such registered form shall be the owner thereof as shown on such Security Register. The City may conclusively assume that such ownership continues until written notice to the contrary is served upon the City.

(g) The foregoing provisions of this Section notwithstanding, the City by action of the City Council may amend this Ordinance for any one or more of the following purposes:

(1) To add to the covenants and agreements of the City in this Ordinance contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to bondholders or to surrender, restrict or limit any right or power herein reserved to or conferred upon the City;

(2) To make such provisions for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained in this Ordinance, or in regard to clarifying matters or questions arising under this Ordinance, as are necessary or desirable and not contrary to or inconsistent with this Ordinance and which shall not adversely affect the interests of the Holders of the Parity Obligations;

(3) To make any changes or amendments requested by any Rating Agency, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the owners of the outstanding Parity Obligations;

(4) To make such changes, modifications or amendments as may be necessary or desirable, which shall not adversely affect the interests of the owners of the outstanding Parity Obligations, in order, to the extent permitted by law, to facilitate the economic and practical utilization of credit agreements with respect to the Parity Obligations including, without limitation, supplementing the definition of "Annual Debt Service Requirements" to address the amortization of payments due and owing under a credit agreement;

(5) To modify any of the provisions of this Ordinance in any other respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all Parity Obligations outstanding at the date of the adoption of such modification shall cease to be outstanding, and (ii) such modification shall be specifically referred to in the text of all Additional Parity Obligations issued after the date of the adoption of such modification.

Notice of any such amendment may be published or given by the City in the manner described in subsection (b) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory ordinance and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory ordinance.

Section 32. SALE AND DELIVERY OF BOND. The Bond is hereby sold and shall be delivered to _____ (the "Purchaser"), for cash for a price of \$_____, pursuant to and in accordance with the terms and provisions of the Purchaser's investment and commitment letter, which the Mayor and Mayor Pro-Tem of the City are hereby authorized to execute and deliver and which the City Secretary of the City is hereby authorized to attest. The Bond shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 33. CUSTODY, APPROVAL AND REGISTRATION OF BOND; BOND COUNSEL'S OPINION. The Mayor of the City is hereby authorized to have control of the Bond initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bond pending their delivery and their investigation, examination and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Bond. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary or the Deputy City Secretary of the City), but such additions or attachments shall not have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Bond.

Section 34. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on any Parity Obligations or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Parity Obligations.

Section 35. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bond, the initial sale and delivery of the Bond and the Paying Agent/Registrar Agreement. In addition,

prior to the initial delivery of the Bond, the Mayor, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bond by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 36. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Bond and the pledge of revenues granted by the City under Section 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bond is outstanding and unpaid such that the pledge of revenues granted by the City under Section 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owner of the Bond the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 37. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bond and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Bond.

Section 38. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 39. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owner of the Bond, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the Registered Owner of the Bond.

Section 40. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 41. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 42. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 43. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bond or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bond.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 28th day of April, 2020.

THE CITY OF GEORGETOWN:

Dale Ross, Mayor
City of Georgetown, Texas

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

EXHIBIT A

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Accountant*" means an independent certified public accountant or accountants or a firm of an independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"*Additional Parity Obligations*" means bonds, notes, warrants, certificates of obligation, contractual obligations or other Debt which the City reserves the right to issue or enter into, as the case may be, in the future under the terms and conditions provided in Sections 22 and 23 of this Ordinance and which obligations are equally and ratably secured solely by a first lien on and pledge of the Pledged Revenues on a parity with the outstanding Parity Obligations and the Bond.

"*Amortization Installment*" means, with respect to any Term Bonds of any series of Parity Obligations, the amount of money which is required to be deposited into a mandatory redemption account for retirement of such Term Bonds (whether at maturity or by mandatory redemption and including redemption premium, if any) provided that the total Amortization Installments for such Term Bonds shall be sufficient to provide for retirement of the aggregate principal amount of such Term Bonds.

"*Annual Debt Service Requirements*" means, as of the date of calculation, the principal of and interest on all Parity Obligations coming due at Maturity or Stated Maturity (or that could come due on demand of the owner thereof other than by acceleration or other demand conditioned upon default by the City on such Debt, or be payable in respect of any required purchase of such Debt by the City) in such Fiscal Year, and, for such purposes, any one or more of the following rules shall apply at the election of the City:

(1) Balloon Debt. If the principal (including the accretion of interest resulting from original issue discount or compounding of interest) of any series or issue of Funded Debt due (or payable in respect of any required purchase of such Funded Debt by the City) in any Fiscal Year either is equal to at least 25% of the total principal (including the accretion of interest resulting from original issue discount or compounding of interest) of such Funded Debt or exceeds by more than 50% the greatest amount of principal of such series or issue of Funded Debt due in any preceding or succeeding Fiscal Year (such principal due in such Fiscal Year for such series or issue of Funded Debt being referred to herein and throughout this Ordinance as "Balloon Debt"), the amount of principal of such Balloon Debt taken into account during any Fiscal Year shall be equal to the debt service calculated using the original principal amount of such Balloon Debt amortized over the Term of Issue on a level debt service basis at an assumed interest rate equal to the rate borne by such Balloon Debt on the date of calculation;

(2) Consent Sinking Fund. In the case of Balloon Debt, if a Designated Financial Officer shall deliver to the City a certificate providing for the retirement of (and the

instrument creating such Balloon Debt shall permit the retirement of), or for the accumulation of a sinking fund for (and the instrument creating such Balloon Debt shall permit the accumulation of a sinking fund for), such Balloon Debt according to a fixed schedule stated in such certificate ending on or before the Fiscal Year in which such principal (and premium, if any) is due, then the principal of (and, in the case of retirement, or to the extent provided for by the sinking fund accumulation, the premium, if any, and interest and other debt service charges on) such Balloon Debt shall be computed as if the same were due in accordance with such schedule, provided that this clause (2) shall apply only to Balloon Debt for which the installments previously scheduled have been paid or deposited to the sinking fund established with respect to such Debt on or before the times required by such schedule; and provided further that this clause (2) shall not apply where the City has elected to apply the rule set forth in clause (1) above;

(3) Prepaid Debt. Principal of and interest on Bond and Additional Parity Obligations, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal or interest are payable from funds on deposit or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust) with a financial institution acting as fiduciary with respect to the payment of such Debt; and

(4) Variable Rate. As to any Parity Obligations that bear interest at a variable interest rate which cannot be ascertained at the time of calculation of the Annual Debt Service Requirement then, at the option of the City, either (A) an interest rate equal to the average rate borne by such Parity Obligations (or by comparable debt in the event that such Parity Obligations has not been outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, or (B) an interest rate equal to the 30-year Revenue Bond Index (as most recently published in the Bond Buyer), shall be presumed to apply for all future dates, unless such index is no longer published in the Bond Buyer, in which case an index of revenue bonds with maturities of at least 20 years which is published in a financial newspaper or journal with national circulation may be used for this purpose (if two Series of Parity Obligations which bear interest at variable interest rate, or one or more maturities within a Series, of equal par amounts, are issued simultaneously with inverse floating interest rates providing a composite fixed interest rate for such Parity Obligations taken as a whole, such composite fixed rate shall be used in determining the Annual Debt Service Requirement with respect to such Parity Obligations);

With respect to any calculation of historic data, only those payments actually made in the subject period shall be taken into account in making such calculation and, with respect to prospective calculations, only those payments reasonably expected to be made in the subject period shall be taken into account in making the calculation.

"Average Annual Debt Service Requirements" means that average amount which, at the time of computation, will be required to pay the Annual Debt Service Requirements when due

(either at Stated Maturity or mandatory redemption) and derived by dividing the total of such Annual Debt Service Requirements by the number of Fiscal Years then remaining before Stated Maturity of such Parity Obligations. For the purposes of this definition, a fractional period of a Fiscal Year shall be treated as an entire Fiscal Year. Capitalized interest payments provided from bond proceeds, accrued interest on any Debt, and interest earnings thereon shall be excluded in making such computation.

"Bond Insurer" means any entity that insures or guarantees the payment of principal and interest on the Bond or the provider of a Reserve Fund Obligation.

"Bond" means, the City of Georgetown, Texas Utility System Revenue Bond, Series 2020 authorized by this Ordinance.

"City" means the City of Georgetown, Texas, and where appropriate, the City Council.

"City Council" means the governing body of the City.

"Debt" and *"Debt of the City payable from Pledged Revenues"* mean:

(1) all indebtedness payable from Pledged Revenues and/or Net Revenues incurred or assumed by the City for borrowed money and all other financing obligations of the System payable from Pledged Revenues and/or Net Revenues that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet; and

(2) all other indebtedness payable from Pledged Revenues and/or Net Revenues (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction or improvement of property or capitalized lease obligations pertaining to the System that is guaranteed, directly or indirectly, in any manner by the City, or that is in effect guaranteed, directly or indirectly, by the City through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise.

For the purpose of determining Debt, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements of the System in prior Fiscal Years.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding obligations or otherwise provide for the funding of an escrow to effect the defeasance of the Bond are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bond, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bond.

"Depository" means one or more official depository banks of the City.

"Designated Financial Officer" means the chief financial officer of the City, or such other financial or accounting official of the City so designated by the City Council.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"Fiscal Year" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"Funded Debt" means all Parity Obligations created or assumed by the City that mature by their terms (in the absence of the exercise of any earlier right of demand), or that are renewable at the option of the City to a date, more than one year after the original creation or assumption of such Debt by the City.

"Gross Revenues" and *"Gross Revenues of the City's System"* mean all revenues, income and receipts of every nature derived or received by the City from the operation and ownership of the System; including the interest income from investment or deposit of money in any Fund created by this Ordinance or maintained by the City in connection with the System; and any other revenues hereafter pledged to the payment of all Parity Obligations.

"Holder" or *"Holders"* means the registered owner, whose name appears in the Security Register, for any Parity Obligation.

"Independent Engineer" means an individual, firm or corporation engaged in the engineering profession, being a registered professional engineer under the laws of the State of

Texas, having specific experience with respect to electric, water, wastewater, reuse water and/or stormwater drainage systems similar to the System.

"Interest and Sinking Fund" means the special Fund maintained by the provisions of Sections 8 and 11 of this Ordinance.

"Maintenance and Operating Expenses" means the reasonable and necessary expenses of operation and maintenance of the System as required by Section 1502.058, Texas Government Code, as amended, including all salaries, labor, materials, repairs and extensions necessary to render efficient service (but only such repairs and extensions as, in the judgment of the governing body of the City, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or conditions which would otherwise impair the Parity Obligations), and all payments under contracts now or hereafter defined as operating expenses by the Legislature of Texas. Depreciation shall never be considered as a Maintenance and Operating Expense. The definition includes a two-month reserve amount, as provided under Section 10 of this Ordinance.

"Maturity" means, when used with respect to any Debt, the date on which the principal of such Debt or any installment thereof becomes due and payable as therein provided, whether at the Stated Maturity thereof or by declaration of acceleration, call for redemption, or otherwise.

"Maximum Annual Debt Service Requirements" means the greatest requirements of Annual Debt Service Requirements (taking into account all mandatory principal redemption requirements) scheduled to occur in any future Fiscal Year or in the then current Fiscal Year for the particular obligations for which such calculation is made. Capitalized interest payments provided from Debt proceeds, accrued interest on any Debt, and interest earnings thereon shall be excluded in making such computation.

"Net Revenues" and *"Net Revenues of the City's System"* mean all Gross Revenues remaining after deducting the Maintenance and Operating Expenses.

"Ordinance" means this ordinance finally adopted by the City Council on April 28, 2020.

"Outstanding", when used with respect to Parity Obligations, means, as of the date of determination, all Parity Obligations theretofore delivered under this Ordinance and any ordinance authorizing Additional Parity Obligations, except:

(1) Parity Obligations theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;

(2) Parity Obligations deemed paid pursuant to the provisions of Section 29 of this Ordinance or any comparable section of any ordinance authorizing Additional Parity Obligations;

(3) Parity Obligations upon transfer of or in exchange for and in lieu of which other Parity Obligations have been authenticated and delivered pursuant to this Ordinance and any ordinance authorizing Additional Parity Obligations; and

(4) Parity Obligations under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"Paying Agent/Registrar" shall have the meaning set forth in Section 5(a) hereof.

"Parity Obligations" means the Bond, the Previously Issued Parity Obligations and any Additional Parity Obligations hereafter issued by the City or obligations issued to refund any of the foregoing (as determined within the sole discretion of the City Council in accordance with applicable law) if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured by a first lien on and pledge of the Pledged Revenues.

"Permitted Investments" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

"Pledged Revenues" means (1) the Net Revenues, plus (2) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter are pledged by the City to the payment of the Parity Obligations, and excluding those revenues excluded from Gross Revenues.

"Previously Issued Parity Obligations" means the Outstanding Parity Obligations of the City entitled "City of Georgetown, Texas Utility System Revenue Bonds, Series 2010," "City of Georgetown, Texas Utility System Revenue Refunding Bonds, Series 2012," "City of Georgetown, Texas Utility System Revenue Bonds, Series 2014," "City of Georgetown, Texas Utility System Revenue Refunding Bonds, Series 2014," "City of Georgetown, Texas Utility System Revenue Bonds, Series 2014A", "City of Georgetown, Texas Utility System Revenue Bonds, Series 2015", "City of Georgetown, Texas Utility System Revenue Bonds, Series 2016", "City of Georgetown, Texas Utility System Revenue Refunding Bonds, Series 2016," "City of Georgetown, Texas Utility System Revenue and Refunding Bonds, Series 2017" and "City of Georgetown, Texas Utility System Revenue Bonds, Series 2018".

"Prudent Utility Practice" means any of the practices, methods and acts, in the exercise of reasonable judgment, in the light of the facts, including but not limited to the practices, methods and acts engaged in or previously approved by a significant portion of the public utility industry, known at the time the decision was made, that would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. It is recognized that Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. In the case of any facility included in the

System which is operated in common with one or more other entities, the term Prudent Utility Practice, as applied to such facility, shall have the meaning set forth in the agreement governing the operation of such facility.

"Rating Agency" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Parity Obligations.

"Record Date" means Record Date as defined in the Form of Bond in Exhibit "B" to this Ordinance.

"Required Reserve Amount" means the amount required to be maintained in the Reserve Fund pursuant to the provisions of Section 12 of this Ordinance.

"Required Reserve Fund Deposits" means the deposits and credits, if any, required to be made to the Reserve Fund pursuant to the provisions of Section 12 of this Ordinance.

"Reserve Fund" means the special fund created, established and maintained by the provisions of Section 12 of this Ordinance.

"Reserve Fund Obligation" means, to the extent permitted by law, as evidenced by an opinion of nationally recognized bond counsel, a surety bond or insurance policy deposited in the Reserve Fund to satisfy the Required Reserve Amount whereby the City is obligated to provide funds up to and including the maximum amount and under the conditions specified in such agreement or instrument.

"Reserve Fund Obligation Payment" means any subrogation payment the City is obligated to make from Pledged Revenues deposited in the Reserve Fund with respect to a Reserve Fund Obligation.

"Security Register" means the books or records for the registration of the transfer and exchange of any Parity Obligations.

"Special Project" means, to the extent permitted by law, any electric, waterworks, sanitary sewer, wastewater reuse or municipal drainage system property, improvement or facility declared by the City not to be part of the System, for which the costs of acquisition, construction and installation are paid from proceeds of a financing transaction other than the issuance of Bond payable from ad valorem taxes, Pledged Revenues or Net Revenues and for which all maintenance and operation expenses are payable from sources other than ad valorem taxes, Pledged Revenues or Net Revenues, but only to the extent that and for so long as all or any part of the revenues or proceeds of which are or will be pledged to secure the payment or repayment of such costs of acquisition, construction and installation under such financing transaction.

"Stated Maturity" means the annual principal payments of the Parity Obligations payable on the respective dates set forth in the ordinances which authorized the issuance of such Parity Obligations.

"*Subordinate Lien Obligations*" means (i) any Bond, notes, warrants, certificates of obligation, contractual obligations or other Debt issued by the City that are payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the Net Revenues, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues that are or will be pledged to the payment of any Parity Obligations issued by the City, and (ii) obligations hereafter issued to refund any of the foregoing if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues on a parity with the Subordinate Lien Obligations.

"*System*" means as currently comprised, the City's combined electric, waterworks and sewer system, which includes all properties, facilities, plants, improvements, equipment, interests and rights currently owned, operated and maintained by the City for the (i) generation, transmission, distribution or sale of electric power and energy, (ii) supply, treatment, and transmission and distribution of treated potable water and (iii) collection and treatment of wastewater, and for water reuse, together with all future extensions, improvements, purchases, repairs, replacements and additions thereto, whether situated within or without the limits of the City, and all water (in any form) owned by the City; provided, however, that the City expressly retains the right to (i) sale or disaggregate the System as set forth in Section 18 of this Ordinance and (ii) incorporate any other utility system as provided by the laws of the State of Texas as a part of the System. The System shall not include any Special Project or any disaggregated part of the System as provided in Section 18 of this Ordinance.

"*Term Bonds*" means those Parity Obligations so designated in the ordinances authorizing such bond which shall be subject to retirement by operation of a mandatory redemption account.

"*Term of Issue*" means with respect to any Balloon Debt, a period of time equal to the greater of (i) the period of time commencing on the date of issuance of such Balloon Debt and ending on the final maturity date of such Balloon Debt or (ii) twenty-five years.

EXHIBIT B
FORM OF BOND

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE BOND, SERIES 2020	PRINCIPAL AMOUNT \$
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DATE OF DELIVERY: **MAY 21, 2020**

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

INTEREST RATE: _____ %

MATURITY DATE: **AUGUST 15, 2035**

THE CITY OF GEORGETOWN, TEXAS in Williamson County, Texas (the "City"), being a political subdivision of the State of Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns, the principal amount specified above, and to pay interest thereon, from the Date of Delivery set forth above (calculated on the basis of a 360-day year of twelve 30-day months), on the balance of said principal amount from time to time remaining unpaid, at the rate per annum set forth above. The principal of this Bond shall be paid in installments on each August 15 in the years and in the amounts set forth in the table below:

<u>Payment Date</u>	<u>Principal Installment</u>	<u>Payment Date</u>	<u>Principal Installment</u>
2021	\$	2029	\$
2022		2030	
2023		2031	
2024		2032	
2025		2033	
2026		2034	
2027		2035	
2028			

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The City shall pay interest on this Bond (calculated on the basis of a 360-day year of twelve 30-day months) on February 15,

2021 and on each August 15 and February 15 thereafter to the date of maturity or redemption prior to maturity. The last principal installment of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust or other office of _____, which is the "Paying Agent/Registrar" for this Bond. The payment of all other principal installments of and interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner.

ANY ACCRUED INTEREST due in connection with the payment of the final installment of principal of this Bond shall be paid to the registered owner upon presentation and surrender of this Bond for payment or redemption at the designated corporate trust or other office of the Paying Agent/Registrar. The City covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Bond, when due.

IF THE DATE FOR THE PAYMENT of this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the designated corporate trust or other office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is dated May 21, 2020 and is authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____,000 for the purpose of (i) extending and improving the City's System and (ii) paying the costs of issuing the Bond.

THE UNPAID SCHEDULED PRINCIPAL INSTALLMENTS of the Bond are subject to redemption at the option of the City on August 15, 20____, or on any date thereafter, in whole or in part (provided that any partial redemption may occur only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be so redeemed plus accrued interest on the principal amount to be so redeemed.

IF THE PAYING AGENT/REGISTRAR is not also the registered owner of this Bond, no less than 10 days prior to the date fixed for any such redemption, the City shall cause the Paying

Agent/Registrar to send notice by United States mail, first-class postage prepaid to the registered owner of this Bond at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the business day immediately preceding the date of such notice. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice, notice having been so given, the obligations called for redemption shall become due and payable on the specified redemption date, and notwithstanding that this Bond has not been surrendered for payment, interest on this Bond shall cease to accrue. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for this Bond or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, this Bond or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

WITH RESPECT TO any optional redemption of the Bond, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bond to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bond and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bond have not been redeemed.

UPON THE PREPAYMENT or partial redemption of this Bond, the Paying Agent/Registrar, shall note in the Prepayment Record appearing on this Bond the amount of such prepayment or partial redemption, the date said payment was made and the remaining unpaid principal balance of this Bond and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Register, and the Paying Agent/Registrar shall also record in the Register all payments of principal installments on such Bond when made on their respective due dates.

THIS BOND IS issuable solely as a single fully registered Bond, without interest coupons. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee hereof, be assigned and transferred for a like aggregate principal amount Bond, without interest coupons, payable to the appropriate registered owner or assignee, as the case may be, having the same denomination, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with the proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing

assignment of this Bond to the assignee this Bond is to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond from time to time by the registered owner. In the case of the assignment and transfer of this Bond, the reasonable standard or customary fees and charges of the Paying Agent/Registrar will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment and transfer, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest Payment Date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owner of the Bond.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; that this Bond is a special obligation of the City, and that the interest on and principal of this Bond, together with the Previously Issued Parity Obligations and all other outstanding "Parity Obligations" (as defined in the Bond Ordinance), as such interest comes due, and as such principal matures, are payable from and secured by a lien on and pledge of the "Pledged Revenues" of the "System" (which is generally described as the City's combined electric, waterworks and sewer system), all as provided in the Bond Ordinance.

THE CITY also has reserved the right, subject to restrictions stated in the Bond Ordinance, to issue Additional Parity Obligations which also may be made payable from and equally and ratably secured by a first lien on and pledge of, the Pledged Revenues of the System in the same manner and to the same extent as this Bond.

THE CITY also has reserved the right, subject to restrictions stated in the Bond Ordinance to issue Subordinate Lien Obligations payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues (as defined in the Bond Ordinance), subordinate and inferior in rank and dignity to the lien on and pledge of such Net Revenues securing payment of the Bond, the Previously Issued Parity Obligations or any Additional Parity Obligations.

THE OWNER HEREOF shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

THE CITY ALSO HAS RESERVED THE RIGHT to amend the Bond Ordinance as

provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner of the Bond.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of the City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

City Secretary

Mayor

(SEAL)

[FORM OF PREPAYMENT RECORD]

PREPAYMENT RECORD

Date of Payment	Principal Prepayment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

[FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

Paying Agent/Registrar

By _____
Authorized Representative

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

—.

Please insert Social Security or Taxpayer Identification Number of Transferee

(Please print or typewrite name and address, including zip code, of Transferee.)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the
within Bond on the books kept for registration thereof, with full power of substitution in the
premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

**[FORM OF REGISTRATION CERTIFICATE
OF THE COMPTROLLER OF PUBLIC ACCOUNTS]**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

This item is to approve the sale of certificates of obligation for the following purposes:

15 Year Bonds – COs (net proceeds)

ADA - Parks 150,000

Curb and Gutter 650,000

Fuel Station 550,000

GMC Remodel 250,000

Westinghouse & Scenic Lake Traffic Signal 600,000

7 Year Bonds – COs (net proceeds)

Public Safety Vehicles - Fire 2,200,000

Public Safety Vehicles - Police 991,000

5 Year Bonds – COs (net proceeds)

Body Cameras 800,000

Cardiac Monitors 225,000

Subtotal – Tax Supported Certificates of Obligation \$6,416,000

15 Year Bonds - Self-supporting COs (net proceeds)

GTEC- SE Inner Loop 4,700,000

Estimated Issuance Costs \$95,000

Total Estimated Certificates of Obligation \$11,211,000

Actual interest rates for this debt issue will not be determined until just prior to the reading of the ordinance at the Council meeting on April 28, 2020. The City will receive the proceeds in mid-May.

Please note all ordinances will be approved and effective on First Reading in accordance with Section 1201.028, Texas Government Code.

FINANCIAL IMPACT:

There is no anticipated change to the Interest & Sinking portion of the tax rate due to this bond issue. The actual impact will be determined in July 2020, once the Assessed Property Valuation is certified and the FY2021 tax rate is set. Self-supporting certificates are supported by sales tax in the Georgetown Transportation Enhancement Corporation fund.

SUBMITTED BY:

Leigh Wallace, Finance Director

ATTACHMENTS:

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN,
TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION,
SERIES 2020; LEVYING AN AD VALOREM TAX AND PLEDGING CERTAIN
SURPLUS REVENUES IN SUPPORT OF THE CERTIFICATE; AWARDING THE
SALE OF THE CERTIFICATE; AND AUTHORIZING OTHER MATTERS RELATED
TO THE ISSUANCE OF THE CERTIFICATE**

**THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
CITY OF GEORGETOWN §**

WHEREAS, the City Council (the "City Council") of the City of Georgetown, Texas (the "City") deems it advisable to issue a Certificate of Obligation in the amount of \$_____ (the "Certificate") for the purpose of paying in whole or in part contractual obligations incurred for the purposes described in Section 1 hereof; and

WHEREAS, the City Council has heretofore, on the 25th of February, 2020, adopted a resolution authorizing and directing the City Secretary to give notice of intention to issue certificates of obligation in an amount not to exceed \$12,805,000; and

WHEREAS, said notice has been duly published in *The Williamson County Sun* which is a newspaper of general circulation in the City in accordance with Section 2051.044, Government Code, as amended, in its issues of March 1, 2020 and March 8, 2020; and

WHEREAS, the notice was also posted with the City's website continuously for at least 45 days before the date tentatively set for the passage of this Ordinance; and

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such certificates of obligation;

WHEREAS, the Certificate of Obligation hereinafter authorized and designated is to be issued and delivered for cash pursuant to Subchapter C of Chapter 271 of the Local Government Code and Chapter 1502, Government Code, as amended; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificate was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, the meeting at which this Ordinance was passed was open to the public and public notice of the time, place and purpose of said meeting was given pursuant to Chapter 551, Texas Government Code, as amended, *and as further modified by an order issued by the Governor of the State of Texas on March 16, 2020, suspending certain provisions of the Open Meetings Act*

in light of his disaster proclamation issued on March 13, 2020, regarding the novel coronavirus (COVID-19).

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATE AND VISION STATEMENT. (a) Recitals, Amount and Purpose. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificate of the City is hereby authorized to be issued and delivered in the aggregate principal amount of \$_____ for paying all or a portion of the City's contractual obligations incurred or to be incurred for (1) constructing, improving, expanding and renovating the City's fuel station at the City's Solid Waste transfer station, including site work, paving, foundation improvements, fuel dispensing equipment, and canopy replacement; (2) constructing, improving, renovating, expanding and equipping City Municipal Complex buildings; (3) acquiring and upgrading public safety vehicles, including fire and police vehicles and related equipment; (4) constructing, improving, extending, expanding, upgrading and developing City streets, bridges, sidewalks, intersections and related traffic improvements including purchasing any necessary right-of-way and equipment, including for SE Inner Loop, Westinghouse Road and Scenic Lake Drive; (5) constructing, improving, renovating, expanding and equipping City parks facilities, including Improvements in accordance with the Americans with Disabilities Act; (6) acquiring and upgrading public safety equipment, including body cameras and cardiac monitors; (7) constructing, improving, extending, expanding and upgrading stormwater drainage improvements, including curb and gutter improvements; and (8) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificate.

(b) Vision Statement. The City Council hereby finds that the enactment of this Ordinance and issuance of the Certificate complies with the Vision Statement of the City.

Section 2. DESIGNATION, DATE, DENOMINATIONS AND NUMBERS OF CERTIFICATES. The Certificate issued pursuant to this Ordinance shall be designated: "CITY OF GEORGETOWN, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2020," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated May 21, 2020, in the principal amount stated above and in the denomination of \$_____, numbered R-1, with certificates issued in replacement thereof being in a like denomination and numbered consecutively from R-2 upward, payable to the registered owner thereof, or to the registered assignee of the Certificate or any portion or portions thereof (in each case, the "Registered Owner"), and the Certificate shall mature and be payable in annual installments as set forth in the FORM OF CERTIFICATE set forth in this Ordinance. The term "Certificate" as used in this Ordinance shall mean and include collectively the certificate initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto.

Section 3. INTEREST. The Certificate shall bear interest from the date of initial delivery to the date of maturity or redemption prior to maturity at the rate of _____% per annum from the date of initial delivery through and including August 15, 2035. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE CERTIFICATE. (a) Registration, Transfer; Authentication. The City shall keep or cause to be kept at the principal corporate trust or other office of _____ (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Certificate (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of the Certificate to which payments with respect to the Certificate shall be mailed, as herein provided; but it shall be the duty of the Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Certificate. Registration of assignments, transfers and exchanges of the Certificate shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in subsection (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel the paid Certificate or any Certificate surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Certificate, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificate in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, as amended, the duty of transfer and exchange of the Certificate as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificate which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Certificate and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificate,

all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificate and shall properly and accurately record all payments on the Certificate on the Registration Books, and shall keep proper records of all transfers of the Certificate, and all replacements of the Certificate, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificate (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificate to be payable only to the Registered Owner thereof, (ii) may be redeemed in whole or in part prior to its scheduled maturity, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Certificate shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificate, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance (to which Certificate is attached the Registration Certificate of the Comptroller of Public Accounts) is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in exchange for any Certificate issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owner of the Certificate that at all times while the Certificate is outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificate under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective not later than 20 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificate, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Certificate, by United States mail, first-class

postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) On the closing date, the initial Certificate No. R-1 representing the entire principal amount of the Certificate, payable to the Purchaser, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to the Purchaser or its designee.

Section 5. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificate initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) [Form of Certificate]

NO. R-

**UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF WILLIAMSON
CITY OF GEORGETOWN, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION,
SERIES 2020**

**PRINCIPAL
AMOUNT
\$_____,000**

DATE OF DELIVERY: MAY 21, 2020

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

INTEREST RATE: _____%

MATURITY DATE: AUGUST 15, 2035

THE CITY OF GEORGETOWN, TEXAS in Williamson County, Texas (the "City"), being a political subdivision of the State of Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns, the principal amount specified above, and to pay interest thereon, from the Date of Delivery set forth above (calculated on the basis of a 360-day year of twelve 30-day months), on the balance of said principal amount from time to time remaining unpaid, at the rate per annum set forth above. The

principal of this Certificate shall be paid in installments on each August 15 in the years and in the amounts set forth in the table below:

Payment Date	Principal Installment	Payment Date	Principal Installment
2021	\$	2029	\$
2022		2030	
2023		2031	
2024		2032	
2025		2033	
2026		2034	
2027		2035	
2028			

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The City shall pay interest on this Certificate (calculated on the basis of a 360-day year of twelve 30-day months) on February 15, 2021 and on each August 15 and February 15 thereafter to the date of maturity or redemption prior to maturity. The last principal installment of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust or other office of _____, which is the "Paying Agent/Registrar" for this Certificate. The payment of all other principal installments of and interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner.

ANY ACCRUED INTEREST due in connection with the payment of the final installment of principal of this Certificate shall be paid to the registered owner upon presentation and surrender of this Certificate for payment or redemption at the designated corporate trust or other office of the Paying Agent/Registrar. The City covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Certificate, when due.

IF THE DATE FOR THE PAYMENT of this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the designated corporate trust or other office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE IS dated as of May 21, 2020 and is authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for paying all or a portion of the City's contractual obligations incurred or to be incurred for (1) constructing, improving, expanding and renovating the City's fuel station at the City's Solid Waste transfer station, including site work, paving, foundation improvements, fuel dispensing equipment, and canopy replacement; (2) constructing, improving, renovating, expanding and equipping City Municipal Complex buildings; (3) acquiring and upgrading public safety vehicles, including fire and police vehicles and related equipment; (4) constructing, improving, extending, expanding, upgrading and developing City streets, bridges, sidewalks, intersections and related traffic improvements including purchasing any necessary right-of-way and equipment, including for SE Inner Loop, Westinghouse Road and Scenic Lake Drive; (5) constructing, improving, renovating, expanding and equipping City parks facilities, including Improvements in accordance with the Americans with Disabilities Act; (6) acquiring and upgrading public safety equipment, including body cameras and cardiac monitors; (7) constructing, improving, extending, expanding and upgrading stormwater drainage improvements, including curb and gutter improvements; and (8) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificate.

THE UNPAID SCHEDULED PRINCIPAL INSTALLMENTS of the Certificate are subject to redemption at the option of the City on August 15, 2035, or on any date thereafter, in whole or in part (provided that any partial redemption may occur only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be so redeemed plus accrued interest on the principal amount to be so redeemed.

IF THE PAYING AGENT/REGISTRAR is not also the registered owner of this Certificate, no less than 10 days prior to the date fixed for any such redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the registered owner of this Certificate at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the business day immediately preceding the date of such notice. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice, notice having been so given, the obligations called for redemption shall become due and payable on the specified redemption date, and notwithstanding that this Certificate has not been surrendered for payment, interest on this Certificate shall cease to accrue. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for this Certificate or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, this Certificate or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they

shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

WITH RESPECT TO any optional redemption of the Certificate, unless certain prerequisites to such redemption required by the Certificate Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificate to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificate and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificate have not been redeemed.

UPON THE PREPAYMENT or partial redemption of this Certificate, the Paying Agent/Registrar, shall note in the Prepayment Record appearing on this Certificate the amount of such prepayment or partial redemption, the date said payment was made and the remaining unpaid principal balance of this Certificate and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Register, and the Paying Agent/Registrar shall also record in the Register all payments of principal installments on such Certificate when made on their respective due dates.

THIS CERTIFICATE IS issuable solely as a single fully registered Certificate, without interest coupons. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee hereof, be assigned and transferred for a like aggregate principal amount Certificate, without interest coupons, payable to the appropriate registered owner or assignee, as the case may be, having the same denomination, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with the proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate to the assignee this Certificate is to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate from time to time by the registered owner. In the case of the assignment and transfer of this Certificate, the reasonable standard or customary fees and charges of the Paying Agent/Registrar will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment and transfer, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest Payment Date.

IN THE EVENT any Paying Agent/Registrar for this Certificate is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owner of the Certificate.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a limited pledge of the surplus revenues of the City's System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the net revenues of the City's System, which amount shall not exceed \$10,000, all as provided in the Certificate Ordinance.

THE CITY ALSO HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner of the Certificate.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of the City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

City Secretary

Mayor

(SEAL)

(b) [Form of Prepayment Record]

PREPAYMENT RECORD

Date of Payment	Principal Prepayment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) [Form of Paying Agent/Registrar's Authentication Certificate]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a Certificate that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

Paying Agent/Registrar

By _____
Authorized Representative

(d) [Form of Assignment]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

—.

Please insert Social Security or Taxpayer Identification Number of Transferee

(Please print or typewrite name and address, including zip code, of Transferee.)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(e) [Form of Registration Certificate of the Comptroller of Public Accounts]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" has been created and shall be established and maintained by the City at an official depository bank of the City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Certificate. All ad valorem taxes levied and collected for and on account of the Certificate shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any part of the Certificate is outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Certificate as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal installments of the Certificate as such principal matures (but never less than 2% of the original amount of the Certificate as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City, for each year while any part of the Certificate is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificate, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 7. SURPLUS REVENUES. The Certificate is additionally secured by and shall be payable from and secured by a limited pledge of the surplus revenues of the City's System, after payment of all operation and maintenance expenses or collections thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's System, which amount shall not exceed \$10,000, with such amount constituting "Surplus Revenues." The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificate. Notwithstanding the requirements of Section 6, if Surplus Revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund.

Whenever used in this Ordinance the Term "System" means the City's combined waterworks, sewer and electric system.

Section 8. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on the Certificate when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owner of the Certificate, including, but not limited to, its prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by the registered owner to the City.

(b) Remedies for Default. Upon the happening of any Event of Default, then and in every case, the registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the registered owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owner hereunder or any combination of such remedies.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificate or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificate shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the registered owner with any liability, or be held personally liable to the registered owner under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 9. USE OF CERTIFICATE PROCEEDS. The proceeds of the issuance of the Certificate shall be deposited in a special construction account of the City and used for the purposes for which the Certificate is hereby authorized to be issued.

Section 10. INVESTMENTS. The City Council may place proceeds of the Certificate

(including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the City hereby covenants that the proceeds of the sale of the Certificate will be used as soon as practicable for the purposes for which the Certificate are issued.

Section 11. SECURITY FOR FUNDS. All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 12. CITY OFFICERS' DUTIES.

(a) The Mayor is hereby instructed and directed to do any and all things necessary in reference to the issuance of the Certificate and to make money available for the payment of the Certificate in the manner provided by law and this Ordinance.

(b) The Mayor and City Secretary are authorized to execute the Certificate to which this Ordinance is attached on behalf of the City and to do any and all things proper and necessary to carry out the intent hereof.

Section 13. DEFEASANCE OF CERTIFICATE.

(a) The Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until the Defeased Certificate shall have become due and payable or (3) any combination of (1) and (2). At such time as the Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Certificate, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of the Certificate as aforesaid when proper notice of redemption of such Certificate shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificate and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificate and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until the Defeased Certificate shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificate the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of the Certificate and such Certificate shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding obligations or otherwise provide for the funding of an escrow to effect the defeasance of the Certificate are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent (iii) noncallable obligations of a state or an agency or a county, municipality, or

other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding Certificate or otherwise provide for the funding of an escrow to effect the defeasance of the Certificate, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Certificate.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

Section 14. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATE.

(a) Replacement Certificate. In the event the Certificate is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Certificate of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificate. Application for replacement of a damaged, mutilated, lost, stolen, or destroyed Certificate shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate, the Registered Owner applying for a replacement Certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event the Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Certificate, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificate. Prior to the issuance of a replacement Certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section by virtue of the fact that the Certificate is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Certificate. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Certificate is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for a Certificate issued in conversion and exchange for another Certificate.

Section 15. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATE; BOND COUNSEL'S OPINION; ENGAGEMENT OF BOND COUNSEL AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Certificate issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's bond counsel may, at the option of the City, be printed on the Certificate issued and delivered under this Ordinance, but shall not have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

The obligation of the initial purchaser to accept delivery of the Certificate is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificate to the initial purchaser. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Certificate is hereby approved and confirmed. The execution and delivery of an engagement letter, to the extent desired by the City, between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor and the Mayor is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City's Chief Financial Officer shall further provide for the fees and expenses to be paid for such bond counsel services.

Section 16. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATE.

(a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificate as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificate or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificate, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificate or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificate (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificate being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificate being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificate, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificate, other than investment property acquired with --

(A) proceeds of the Certificate invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Certificate is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificate;

(7) to otherwise restrict the use of the proceeds of the Certificate or amounts treated as proceeds of the Certificate, as may be necessary, so that the Certificate does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificate or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificate in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificate) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificate has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificate. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificate, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificate under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificate, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificate under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager, the Assistant City Manager or the Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificate. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance

with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificate, or (2) the date the Certificate is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificate. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed of in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificate. For purposes of the foregoing, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 17. SALE OF CERTIFICATE. The Certificate is hereby sold and shall be delivered to _____ (the "Purchaser"), for cash for a price of \$_____, pursuant to and in accordance with the terms and provisions of the Purchaser's investment and commitment letter, which the Mayor and Mayor Pro-Tem of the City are hereby authorized to execute and deliver and which the City Secretary of the City is hereby authorized to attest. The Certificate shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 18. INVESTMENT EARNINGS ON CERTIFICATE PROCEEDS. Investment earnings derived from the investment of proceeds from the sale of the Certificate shall be used along with other Certificate proceeds for the purpose for which the Certificate are issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such investment earnings remain on hand, such investment earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any investment earnings on Certificate proceeds which are required to be rebated to the United States of America pursuant to Section 16 hereof in order to prevent the Certificate from being arbitrage bonds shall be so rebated and not considered as investment earnings for the purposes of this Section.

Section 19. FURTHER PROCEDURES. The Mayor and the City Secretary and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform

all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in Ordinance to carry out the terms and provisions of this Ordinance, the Certificate and the sale of the Certificate. In case any officer whose signature shall appear on the Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 20. NO CONTINUING DISCLOSURE UNDERTAKING. The sale of the Certificate is exempt from Securities and Exchange City Council Rule 15c2-12. Consequently, the City makes no undertaking with respect to such Rule or with respect to the provision of on-going financial and operating data.

Section 21. METHOD OF AMENDMENT. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of but with notice to the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owner, (ii) grant additional rights or security for the benefit of the Registered Owner, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owner, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owner.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or the Certificate so as to:

- (1) Make any change in the maturity of the Certificate;
- (2) Reduce the rate of interest borne by the Certificate;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Certificate;
- (4) Modify the terms of payment of principal or of interest on the Certificate or impose any condition with respect to such payment; or
- (5) Change the requirement of with respect to Registered Owner consent to

such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to the Registered Owner of the Certificate a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the City shall receive an instrument or instruments executed by the Registered Owner, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and the Registered Owner of the Certificate shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of the Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owner of the Certificate during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the City.

Section 22. RESERVED.

Section 23. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Certificate or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Certificate.

Section 24. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Certificate and the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificate is outstanding and unpaid such that the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owner of the Certificate the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under

Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 25. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owner of the Certificate, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owner of the Certificate.

Section 26. NO PERSONAL LIABILITY. No covenant or agreement contained in the Certificate, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council of the City or any officer, agent, employee or representative of the City Council of the City in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council of the City nor any person executing the Certificate shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Certificate.

Section 27. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificate and the validity of the lien on and pledge of the ad valorem taxes and revenues pledged to secure the payment of the Certificate.

Section 28. REPEALER. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 29. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 30. EFFECTIVE DATE OF ORDINANCE. In accordance with the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon its adoption by the City Council on first and final reading.

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IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed, approved and effective on this 28th day of April, 2020.

CITY OF GEORGETOWN, TEXAS

Dale Ross, Mayor
City of Georgetown, Texas

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

EXHIBIT A

PAYING/AGENT REGISTRAR AGREEMENT

[SEE SEPARATE TAB OF TRANSCRIPT]

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

2015 Transportation Authorization
15 Year Bonds

Priority 1 - Downtown Sidewalks 1,000,000
Intersection Improvements 1,400,000
Leander Road (Norwood to South West Bypass) 3,200,000
Northwest Blvd Bridge 750,000
Southwestern Blvd. 2,650,000

Subtotal – net proceeds \$9,000,000

Estimated issuance costs \$85,000

Total estimated issue \$9,085,000

2015 Authorization Summary

Including today's issue, the City will have issued \$53,590,000 of \$105 million authorized by City voters in May 2015 for transportation projects. Sidewalks were included within this authorization as an eligible project. With the issuance of these bonds, an estimated amount of \$51,410,000 of the bond authorization will remain that has not been issued.

Actual interest rates for this debt issue will not be determined until just prior to the reading of the ordinance at the Council meeting on April 28, 2020.

Please note all ordinances will be approved and effective on First Reading in accordance with Section 1201.028, Texas Government Code.

FINANCIAL IMPACT:

There is no anticipated change to the Interest & Sinking portion of the tax rate due to this bond issue. The actual impact will be finalized in July 2020, once the Assessed Property Valuation is certified and the FY2021 Tax Rate is set.

SUBMITTED BY:

Leigh Wallace, Finance Director

ATTACHMENTS:

Ordinance

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN,
TEXAS GENERAL OBLIGATION BOND, SERIES 2020; LEVYING AN AD VALOREM
TAX IN SUPPORT OF THE BOND; AWARDING THE SALE OF THE BOND; AND
AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BOND**

**THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
CITY OF GEORGETOWN §**

WHEREAS, at an election held within the City of Georgetown, Texas (the "City") on May 9, 2015 the voters of the City authorized the City Council of the City to issue in one or more series the bonds set forth in the proposition set forth below:

PROPOSITION

Shall the City Council of the City of Georgetown, Texas, be authorized to issue the bonds of the City, in one or more series or issues, in the aggregate principal amount of \$105,000,000 with the bonds of each such series or issues, respectively, to mature serially within not to exceed twenty-five years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, in accordance with law at the time of issuance, for the purpose of constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, and intersections, to wit: (i) Northwest Blvd Bridge-Fontana Dr to Austin Ave, Rivery Blvd Extension-Williams Dr to Northwest Blvd, IH 35 NB Frontage Road-Williams Dr to Lakeway Bridge, Southwest Bypass-Wolf Ranch Pkwy to Leander Rd, Wolf Ranch Pkwy-DB Wood Dr to Southwest Bypass, Intersection/Capital Pool, Leander Bridge at IH 35, NE Inner Loop-Stadium Dr to FM 971, Stadium Dr (CR 151)-Austin Ave to NE Inner Loop, Southwestern Blvd-Raintree Dr to SE Inner Loop, SH 29 (Haven Lane to SH 130), Leander Rd (RM 2243)- 400ft W of SW Bypass to River Ridge, DB Wood Dr- SH 29 to Oak Ridge Dr, Southwest Bypass-Wolf Ranch Pkwy to SH29, sidewalk, safety and ADA accessibility pool and related utility relocation, sidewalk, safety and operational improvements, purchase of any necessary rights-of-way, drainage and other related costs and (ii) preliminary engineering and rights-of-way acquisition for Williams Dr-Rivery Blvd. to Frontage Rd, IH 35 SB Frontage Road-Williams Dr to Rivery Blvd, SE Inner Loop- Southwestern Blvd to IH 35, SE Inner Loop-SH 29 to Southwestern Blvd, Shell Rd-Williams Dr to Shell Spur Rd, DB Wood Dr-Oak Ridge Dr to Lake Overlook Dr; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?

WHEREAS, the City Council has previously issued general obligation bonds utilizing a total of \$39,260,000 of the May 9, 2015 Proposition authorization and has reserved the right to issue the remaining \$65,740,000 of bonds authorized but unissued from the May 9, 2015 Proposition authorization with such previous general obligation bonds being as follows: its

General Obligation Bonds, Series 2015A (utilizing \$10,075,000); its General Obligation Bonds, Series 2016 (utilizing \$10,000,000); its General Obligation Bonds, Series 2017 (utilizing \$2,635,000); its General Obligation Bonds, Series 2018 (utilizing \$16,550,000) and its General Obligation Bonds, Series 2019 (utilizing 5,330,000).

WHEREAS, the City Council deems it to be in the best interest of the City to issue \$_____,000 of the May 9, 2015 Proposition authorization, reserving the right from time to time to issue the remaining \$_____,000 of bonds authorized but unissued from the May 9, 2015 Proposition authorization; and

WHEREAS, the meeting at which this Ordinance was passed was open to the public and public notice of the time, place and purpose of said meeting was given pursuant to Chapter 551, Texas Government Code, as amended, *and as further modified by an order issued by the Governor of the State of Texas on March 16, 2020, suspending certain provisions of the Open Meetings Act in light of his disaster proclamation issued on March 13, 2020, regarding the novel coronavirus (COVID-19).*

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BOND AND VISION STATEMENT. (a) Recitals, Amount and Purpose. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The bond of the City is hereby authorized to be issued pursuant to Chapter 1331, Texas Government Code, as amended and delivered in the aggregate principal amount of \$_____ for the purpose of: (i) constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, and intersections as further set forth in the Proposition approved at the May 9, 2015 election (utilizing \$_____,000 of voted authority); and (ii) paying the costs of issuing the Bond.

(b) Vision Statement. The City Council hereby finds that the enactment of this Ordinance and issuance of the Bond complies with the Vision Statement of the City.

Section 2. DESIGNATION, DATE, DENOMINATIONS AND NUMBERS OF BOND. The Bond issued pursuant to this Ordinance shall be designated: "CITY OF GEORGETOWN, TEXAS GENERAL OBLIGATION BOND, SERIES 2020," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated May 21, 2020, in the principal amount stated above and in the denomination of \$_____, numbered R-1, with bonds issued in replacement thereof being in a like denomination and numbered consecutively from R-2 upward, payable to the registered owner thereof, or to the registered assignee of the Bond or any portion or portions thereof (in each case, the "Registered Owner"), and the Bond shall mature and be payable in annual installments as set forth in the FORM OF BOND set forth in this Ordinance. The term "Bonds" as used in this Ordinance shall mean and include collectively the bond initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto.

Section 3. INTEREST. The Bond shall bear interest from the date of initial delivery to the date of maturity or redemption prior to maturity at the rate of _____% per annum from the date of initial delivery through and including August 15, 2035. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE BOND. (a) Registration, Transfer; Authentication. The City shall keep or cause to be kept at the principal corporate trust or other office of _____ (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bond (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of the Bond to which payments with respect to the Bond shall be mailed, as herein provided; but it shall be the duty of the Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond. Registration of assignments, transfers and exchanges of the Bond shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in subsection (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel the paid Bond or any Bond surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bond in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, as amended, the duty of transfer and exchange of the Bond as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the transferred and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bond which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bond and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bond, all

as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bond and shall properly and accurately record all payments on the Bond on the Registration Books, and shall keep proper records of all transfers of the Bond, and all replacements of the Bond, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bond (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bond to be payable only to the Registered Owner thereof, (ii) may be redeemed in whole or in part prior to its scheduled maturity, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bond shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bond, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance (to which Bond is attached the Registration Bond of the Comptroller of Public Accounts) is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Bond issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION BOND, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owner of the Bond that at all times while the Bond is outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bond under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective not later than 20 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bond, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Bond, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such,

each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) On the closing date, the initial Bond No. R-1 representing the entire principal amount of the Bond, payable to the Purchaser, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to the Purchaser or its designee.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Bond, the form of Assignment and the form of Registration Bond of the Comptroller of Public Accounts of the State of Texas to be attached to the Bond initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) [Form of Bond]

NO. R-	UNITED STATES OF AMERICA	PRINCIPAL
	STATE OF TEXAS	AMOUNT
	COUNTY OF WILLIAMSON	\$_____,000
	CITY OF GEORGETOWN, TEXAS	
	GENERAL OBLIGATION BOND,	
	SERIES 2020	

DATE OF DELIVERY: MAY 21, 2020

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

INTEREST RATE: _____%

MATURITY DATE: AUGUST 15, 2035

THE CITY OF GEORGETOWN, TEXAS in Williamson County, Texas (the "City"), being a political subdivision of the State of Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns, the principal amount specified above, and to pay interest thereon, from the Date of Delivery set forth above (calculated on the basis of a 360-day year of twelve 30-day months), on the balance of said principal amount from time to time remaining unpaid, at the rate per annum set forth above. The principal of this Bond shall be paid in installments on each August 15 in the years and in the amounts set forth in the table below:

Payment Date	Principal Installment	Payment Date	Principal Installment
2021	\$	2029	\$
2022		2030	
2023		2031	
2024		2032	
2025		2033	
2026		2034	
2027		2035	
2028			

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The City shall pay interest on this Bond (calculated on the basis of a 360-day year of twelve 30-day months) on February 15, 2021 and on each August 15 and February 15 thereafter to the date of maturity or redemption prior to maturity. The last principal installment of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust or other office of _____, which is the "Paying Agent/Registrar" for this Bond. The payment of all other principal installments of and interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner.

ANY ACCRUED INTEREST due in connection with the payment of the final installment of principal of this Bond shall be paid to the registered owner upon presentation and surrender of this Bond for payment or redemption at the designated corporate trust or other office of the Paying Agent/Registrar. The City covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Bond, when due.

IF THE DATE FOR THE PAYMENT of this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the designated corporate trust or other office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is dated May 21, 2020 and authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$_____ for the purpose of: (i) constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, and intersections as further set forth in the Proposition approved at the May 9, 2015 election (utilizing \$_____,000 of voted authority); and (ii) paying the costs of issuing the Bond.

THE UNPAID SCHEDULED PRINCIPAL INSTALLMENTS of the Bond are subject to redemption at the option of the City on August 15, 20__, or on any date thereafter, in whole or in part (provided that any partial redemption may occur only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be so redeemed plus accrued interest on the principal amount to be so redeemed.

IF THE PAYING AGENT/REGISTRAR is not also the registered owner of this Bond, no less than 10 days prior to the date fixed for any such redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the registered owner of this Bond at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the business day immediately preceding the date of such notice. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice, notice having been so given, the obligations called for redemption shall become due and payable on the specified redemption date, and notwithstanding that this Bond has not been surrendered for payment, interest on this Bond shall cease to accrue. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for this Bond or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, this Bond or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

WITH RESPECT TO any optional redemption of the Bond, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bond to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bond and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bond have not been redeemed.

UPON THE PREPAYMENT or partial redemption of this Bond, the Paying Agent/Registrar, shall note in the Prepayment Record appearing on this Bond the amount of such

prepayment or partial redemption, the date said payment was made and the remaining unpaid principal balance of this Bond and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Register, and the Paying Agent/Registrar shall also record in the Register all payments of principal installments on such Bond when made on their respective due dates.

THIS BOND IS issuable solely as a single fully registered Bond, without interest coupons. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee hereof, be assigned and transferred for a like aggregate principal amount Bond, without interest coupons, payable to the appropriate registered owner or assignee, as the case may be, having the same denomination, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with the proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond to the assignee this Bond is to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond from time to time by the registered owner. In the case of the assignment and transfer of this Bond, the reasonable standard or customary fees and charges of the Paying Agent/Registrar will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment and transfer, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest Payment Date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owner of the Bond.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law.

THE CITY ALSO HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner of the Bond.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of the City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

City Secretary

Mayor

(SEAL)

(b) [Form of Prepayment Record]

PREPAYMENT RECORD

Date of Payment	Principal Prepayment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) [Form of Paying Agent/Registrar's Authentication Certificate]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE (To be executed if this Bond is not accompanied by an

executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

Paying Agent/Registrar

By _____
Authorized Representative

(d) [Form of Assignment]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

—.

Please insert Social Security or Taxpayer Identification Number of Transferee

(Please print or typewrite name and address, including zip code, of Transferee.)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this

Bond in every particular, without alteration or enlargement or any change whatsoever.

(e) [Form of Registration Certificate of the Comptroller of Public Accounts]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" has been created and shall be established and maintained by the City at an official depository bank of the City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bond. All ad valorem taxes levied and collected for and on account of the Bond shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any part of the Bond is outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Bond as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal installments of the Bond as such principal matures (but never less than 2% of the original amount of the Bond as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City, for each year while any part of the Bond is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bond, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 7. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on the Bond when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owner of the Bond, including, but not limited to, its prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by the registered owner to the City.

(b) Remedies for Default. Upon the happening of any Event of Default, then and in every case, the registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the registered owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owner hereunder or any combination of such remedies.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bond or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bond shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the registered owner with any liability, or be held personally liable to the registered owner under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 8. USE OF BOND PROCEEDS. The proceeds of the issuance of the Bond shall be deposited in a special construction account of the City and used for the purposes for which the Bond is hereby authorized to be issued.

Section 9. INVESTMENTS. The City Council may place proceeds of the Bond (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the City hereby covenants that the proceeds of the sale of the Bond will be used as soon as practicable for the purposes for which the Bond are issued.

Section 10. SECURITY FOR FUNDS. All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 11. CITY OFFICERS' DUTIES.

(a) The Mayor is hereby instructed and directed to do any and all things necessary in reference to the issuance of the Bond and to make money available for the payment of the Bond in the manner provided by law and this Ordinance.

(b) The Mayor and City Secretary are authorized to execute the Bond to which this Ordinance is attached on behalf of the City and to do any and all things proper and necessary to carry out the intent hereof.

Section 12. DEFEASANCE OF BOND.

(a) The Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until the Defeased Bond shall have become due and payable or (3) any combination of (1) and (2). At such time as the Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of the Bond as aforesaid when proper notice of redemption of such Bond shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bond and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bond and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until the Defeased Bond shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bond the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of the Bond and such Bond shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding obligations or otherwise provide for the funding of an escrow to effect the defeasance of the Bond are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding Bond or otherwise provide for the

funding of an escrow to effect the defeasance of the Bond, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bond.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

Section 13. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BOND.

(a) Replacement Bond. In the event the Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bond. Application for replacement of a damaged, mutilated, lost, stolen, or destroyed Bond shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement Bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event the Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bond. Prior to the issuance of a replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that the Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Bond. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City

or any other body or person, and the duty of the replacement of such Bond is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bond in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for a Bond issued in conversion and exchange for another Bond.

Section 14. CUSTODY, APPROVAL, AND REGISTRATION OF BOND; BOND COUNSEL'S OPINION; ENGAGEMENT OF BOND COUNSEL AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Bond issued and delivered hereunder and all necessary records and proceedings pertaining to the Bond pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Bond attached to such Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the City's bond counsel may, at the option of the City, be printed on the Bond issued and delivered under this Ordinance, but shall not have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Bond. In addition, if bond insurance is obtained, the Bond may bear an appropriate legend as provided by the insurer.

The obligation of the initial purchaser to accept delivery of the Bond is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Bond to the initial purchaser. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Bond is hereby approved and confirmed. The execution and delivery of an engagement letter, to the extent desired by the City, between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor and the Mayor is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City's Chief Financial Officer shall further provide for the fees and expenses to be paid for such bond counsel services.

Section 15. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BOND.

(a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bond as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

- (1) to take any action to assure that no more than 10 percent of the proceeds of the Bond or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or

indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bond, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bond or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bond (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bond being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bond being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bond, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bond, other than investment property acquired with --

(A) proceeds of the Bond invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bond is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bond;

(7) to otherwise restrict the use of the proceeds of the Bond or amounts treated as proceeds of the Bond, as may be necessary, so that the Bond does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bond or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bond in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bond) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bond has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bond. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bond, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bond under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bond, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bond under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager, the Assistant City Manager or the Director of Finance to execute any documents, Bonds or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bond. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bond, or (2) the date the Bond is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bond. For purposes hereof, the City shall not be

obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed of in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bond. For purposes of the foregoing, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 16. SALE OF BOND. The Bond is hereby sold and shall be delivered to _____ (the "Purchaser"), for cash for a price of \$_____, pursuant to and in accordance with the terms and provisions of the Purchaser's investment and commitment letter, which the Mayor and Mayor Pro-Tem of the City are hereby authorized to execute and deliver and which the City Secretary of the City is hereby authorized to attest. The Bond shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 17. INVESTMENT EARNINGS ON BOND PROCEEDS. Investment earnings derived from the investment of proceeds from the sale of the Bond shall be used along with other Bond proceeds for the purpose for which the Bond are issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such investment earnings remain on hand, such investment earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any investment earnings on Bond proceeds which are required to be rebated to the United States of America pursuant to Section 15 hereof in order to prevent the Bond from being arbitrage bonds shall be so rebated and not considered as investment earnings for the purposes of this Section.

Section 18. FURTHER PROCEDURES. The Mayor and the City Secretary and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in Ordinance to carry out the terms and provisions of this Ordinance, the Bond and the sale of the Bond. In case any officer whose signature shall appear on the Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 19. NO CONTINUING DISCLOSURE UNDERTAKING. The sale of the Bond is exempt from Securities and Exchange City Council Rule 15c2-12. Consequently, the City

makes no undertaking with respect to such Rule or with respect to the provision of on-going financial and operating data.

Section 20. METHOD OF AMENDMENT. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of but with notice to the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owner, (ii) grant additional rights or security for the benefit of the Registered Owner, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owner, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owner.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or the Bond so as to:

- (1) Make any change in the maturity of the Bond;
- (2) Reduce the rate of interest borne by the Bond;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Bond;
- (4) Modify the terms of payment of principal or of interest on the Bond or impose any condition with respect to such payment; or
- (5) Change the requirement of with respect to Registered Owner consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to the Registered Owner of the Bond a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the City shall receive an instrument or instruments executed by the Registered Owner, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and the Registered Owner of the Bond shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of the Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owner of the Bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the City.

Section 21. RESERVED.

Section 22. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bond or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bond.

Section 23. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Bond and the pledge of ad valorem taxes granted by the City under Section 6 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bond is outstanding and unpaid such that the pledge of ad valorem taxes granted by the City under Section 6 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owner of the Bond the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 24. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owner of the Bond, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owner of the Bond.

Section 25. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bond, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council of the City or any officer, agent, employee or representative of

the City Council of the City in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council of the City nor any person executing the Bond shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bond.

Section 26. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bond and the validity of the lien on and pledge of the ad valorem taxes pledged to secure the payment of the Bond.

Section 27. REPEALER. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 28. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 29. EFFECTIVE DATE OF ORDINANCE. In accordance with the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon its adoption by the City Council on first and final reading.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed, approved and effective on this 28th day of April, 2020.

CITY OF GEORGETOWN, TEXAS

Dale Ross, Mayor
City of Georgetown, Texas

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

EXHIBIT A

PAYING/AGENT REGISTRAR AGREEMENT

[SEE SEPARATE TAB OF TRANSCRIPT]

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

An overview of the recommended modification to the net metering rate and the addition of an electric vehicle (EV) fast charger rate were presented to Council at the last Council meeting on 4/14/20.

Modifications to the net metering rate include lowering the credit rate to a market-based energy credit rate of \$0.04976 instead of the retail price of \$0.09580. It also removes the ability for customers to offset their bill to zero or receive an overall bill credit. An EV fast charging rate will also be added to the ordinance to provide for EV charging infrastructure within the City electric territory. This rate includes a 12-month demand ratchet to ensure proper recovery of costs.

In anticipation of utility bill assistance that may be needed in the community as a result of the financial hardships associated with COVID-19, the energy efficiency and conservation fee “uses” has been expanded to include bill assistance. Language has also been added to allow for Council to suspend the fee for a length of time at their discretion,

FINANCIAL IMPACT:

Lowering of the net metering credit rate reduces and/or eliminates cost shifting and ensures the utility is recovering its costs. The impact of suspending the energy efficiency and conservation fee, if Council deems necessary, is approximately \$5,000/month.

SUBMITTED BY:

Daniel Bethapudi, General Manager of the Electric Utility and Leticia Zavala Jones, Customer Care Director

ATTACHMENTS:

ORDINANCE - 1st Reading Net Meter & Vehicle Fast Charge Rates

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING CHAPTER 13.04, ARTICLE I OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN RELATED TO ELECTRIC RATES, AMENDING SECTION 13.04.018 RELATED TO NEW METERING SERVICE; AND ADDING SECTION 13.04.050 RELATED TO NEW ELECTRIC VEHICLE FAST CHARGER SERVICE; AND AMENDING SECTION 13.04.084 RELATED TO ENERGY EFFICIENCY AND CONSERVATION FEE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown periodically reviews and adjusts certain electric rates and fees; and,

WHEREAS, the City Council of the City of Georgetown finds that amending the current net metering rate is in the best interest of the City;

WHEREAS, the City Council of the City of Georgetown finds that adding a provision for Electric Vehicle Charging rates will provide a rate that enables certain vehicle charger stations to operation in the City;

WHEREAS, the City Council of the City of Georgetown finds that amending the Energy efficiency and energy conservation fee to allow for participating in certain electric bill assistance and other programs will help encourage energy efficiency and energy conservation in the City

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

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

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

Section 3. Section 13.04.018, Net metering service, of the Code of Ordinances of the City of Georgetown is hereby amended as follows:

Section 13.04.18 Net Metering Service

- A. *Availability.* Available to residential and small commercial customers that own distributed renewable electric generation (D-REG) facilities of ten kW or less that are located within the Georgetown Utility System's (GUS) electric service area and are connected to GUS's electric distribution system. The D-REG facility shall exclusively serve a single residential or small commercial premise connected to the GUS electric distribution system.

This is available to customers with a solar, wind, geothermal, biomass, hydrogen fuel cell or any renewable energy powered device that generates ten kW or less of electric power at a voltage of 600 volts or less from a residential or small commercial electric service at a customer's premise or at an off-site location that is connected to the City's electric distribution system.

- B. *Net Monthly Rate.*

1. Customer Charge: \$24.80 per month
2. Energy Charge: \$0.09580 per kWh
3. Energy Credit: \$0.04976 per kWh for new customers

\$0.07278/kWh upon approval for existing customers for six months then \$0.04976 after six months.

- C. *Power Cost Adjustment.* The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.
- D. *Transmission Delivery Cost Adjustment.* The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.
- E. *Sales Taxes.* Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Section 4. Section 13.04.050, Electric Vehicle (EV) Charger Service, of the Code of Ordinances of the City of Georgetown is hereby added as follows.

Sec. 13.04.050. – Electric Vehicle (EV) Charger service

- A. *Availability.* Applicable to EV charging infrastructure providers whose design load or actual usage exceeds 500 kW of peak demand, but does not exceed 2,000 kW of peak demand, within the City of Georgetown electric service area and whose uses are not covered by a specific rate schedule. Companies must share sub-metered data to qualify for rate.
- B. *Net Monthly Rate.*
1. Customer Charge: \$350.00 per month

2. Energy Charge: \$0.05648 per kWh
 3. Demand Charge: \$16.00 per kW per month,
 **(Billed on greater of Actual demand OR 500 kW OR 80% of peak month demand over previous 12 month period).
 4. Minimum Bill: \$8,350.00 per month.
- C. *Power Cost Adjustment.* The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.
 - D. *Transmission Delivery Cost Adjustment.* The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.
 - E. *Sales Taxes.* Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Section 5. Section 13.04.084, Energy Efficient and Energy Conservation Fee of the Code of Ordinances of the City of Georgetown, Texas is hereby amended as follows:

Sec. 13.04.084. - Energy efficiency and energy conservation fee.

- A. *Availability.* This fee will be charged to Residential customers for all domestic uses in residences, individual family apartments, and private rooming houses and to all Commercial and General Service consumers whose uses are not covered by a specific rate schedule.
- B. *Net Monthly Rate.* Twenty cents per month per residential and commercial utility account.
- C. *Sales Taxes.* Sales taxes, where applicable, will be charged to the consumer in addition to the above fee.
- D. *Special Revenue Fund.* Funds collected will be deposited in a special revenue fund, with use limited to energy efficient and conservation program costs, activities, and financial incentives, including but not limited to the following.
 1. Rebates, bill assistance, and incentives;
 2. Program development, administration and implementation;
 3. Marketing, advertising and education;
 4. Evaluation and consulting fees;
 5. Applicable hardware, software and software licenses;

6. Labor, wages and salaries.

- E. *Suspension or Temporary Change of Fee.* Upon approval of the City Council at a duly posted meeting, the charge and collection of this fee may be changed and/or suspended as to all customers for a period of time as determined by the City Council.

Section 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

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

Part of the strategy to meet the increased water demand associated with growth is to use the excess treatment capacity of neighboring systems in lieu of plant construction due to immediate availability. This contract between the Cities of Leander and Georgetown utilizes Georgetown's Alliance Water and Leander's excess treatment capacity for a period of seven years with an option to extend an additional 3 years. The contract provides for delivery of up to 3 MGD firm capacity daily with additional service capacity if available, not to exceed 1200 acre -ft per year. These costs are lower than Georgetown's costs of debt service and infrastructure costs that would be incurred with the construction of a South Lake plant and associated infrastructure. The fixed and variable costs in the contract were determined as part of a Leander rate study and represent cost of service for treating and delivering water to the delivery point. The costs are subject to change when Leander conducts a rate study, usually every three years or upon the termination of the Temporary Wholesale Water Services Agreement (TWWSA) dated April 28, 2015.

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. Leander may terminate by giving twelve (12) months' notice, if Georgetown does not take a minimum average day volume equal to 250,000 gallons per day over a consecutive twelve (12) month period.

This item did not go through the Georgetown Utility Systems Advisory Board (GUS) Due to COVID-19

FINANCIAL IMPACT:

Costs will be paid from the Water Utility for the fiscal year 2020 for the utilization of 3 MGD for the remaining 4 months of the fiscal year in the amount of \$875,718.00

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

Fiscal Yr 2021 to 2027– \$899,154.00 for 1200 acre feet per year, most of which is estimated to be used during summer peak months.

SUBMITTED BY:

Glenn W. Dishong, Director Water Utilities and Chelsea Solomon, Control Center Manager

ATTACHMENTS:

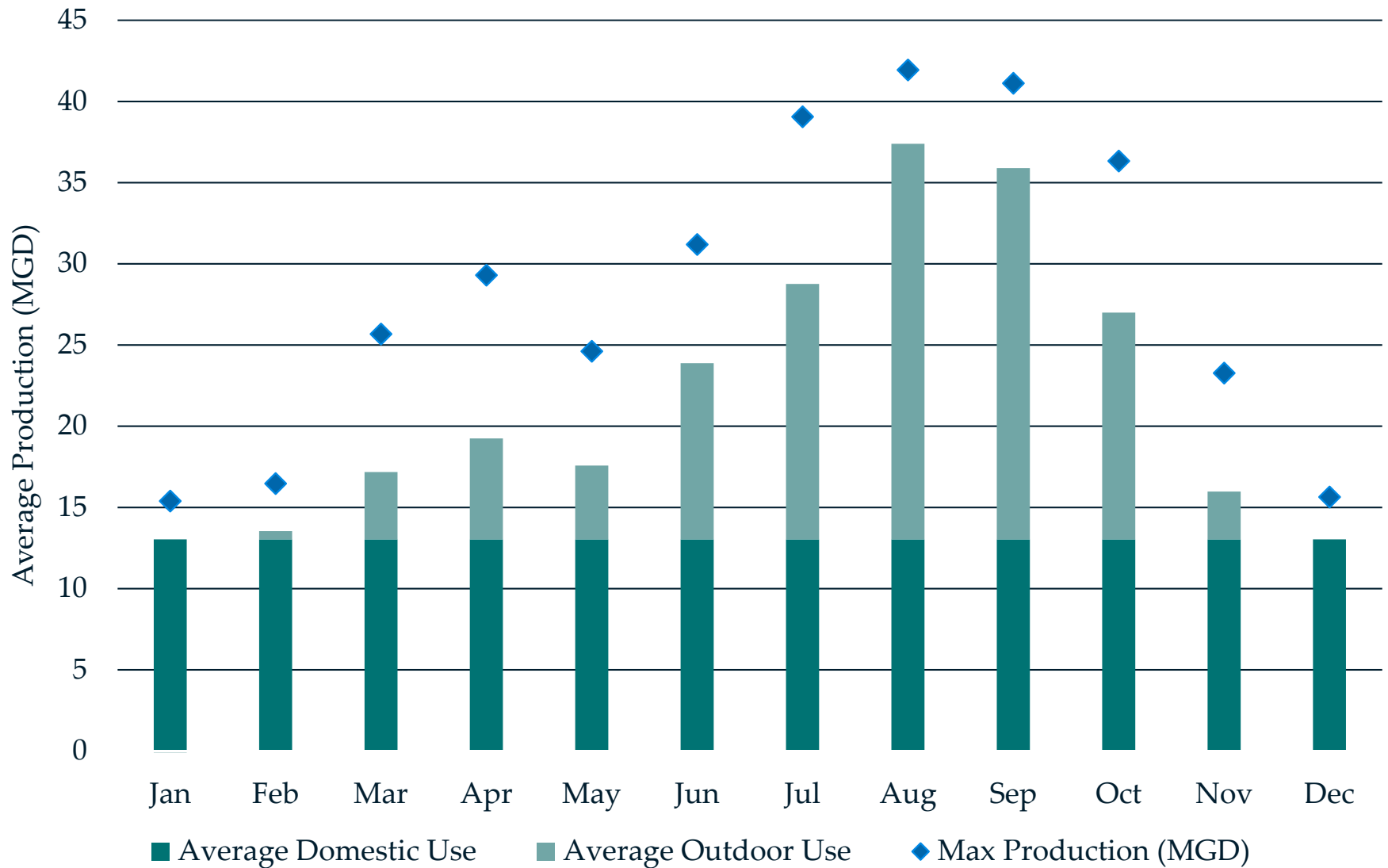
Presentation
Cover Sheet
Agreement

Leander Wholesale Water Agreement / System Water Agreement BRA

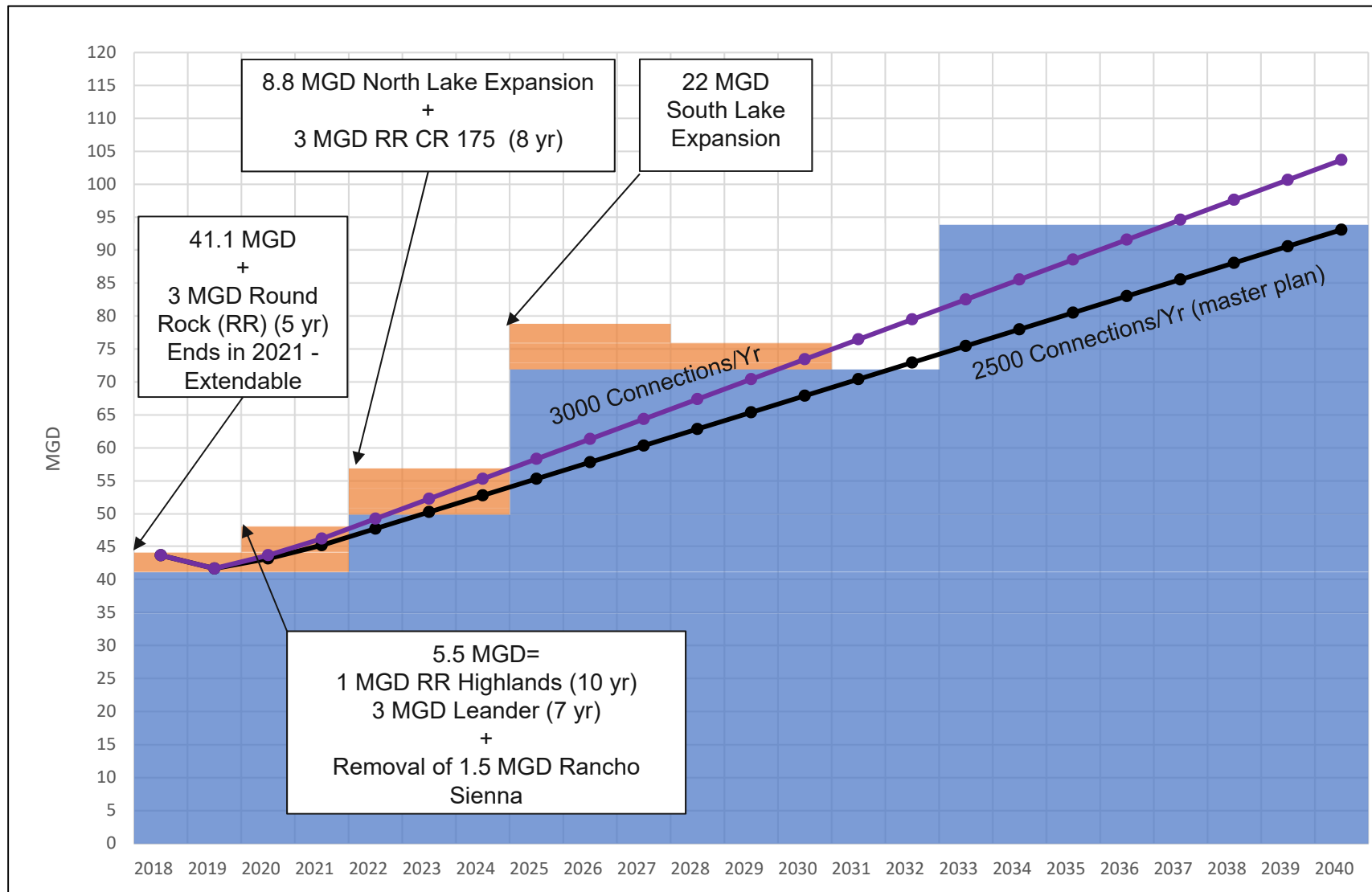
Presented by

Chelsea Solomon
Control Center Manager
Water Utilities

2019 Use Pattern



System Capacity Projections



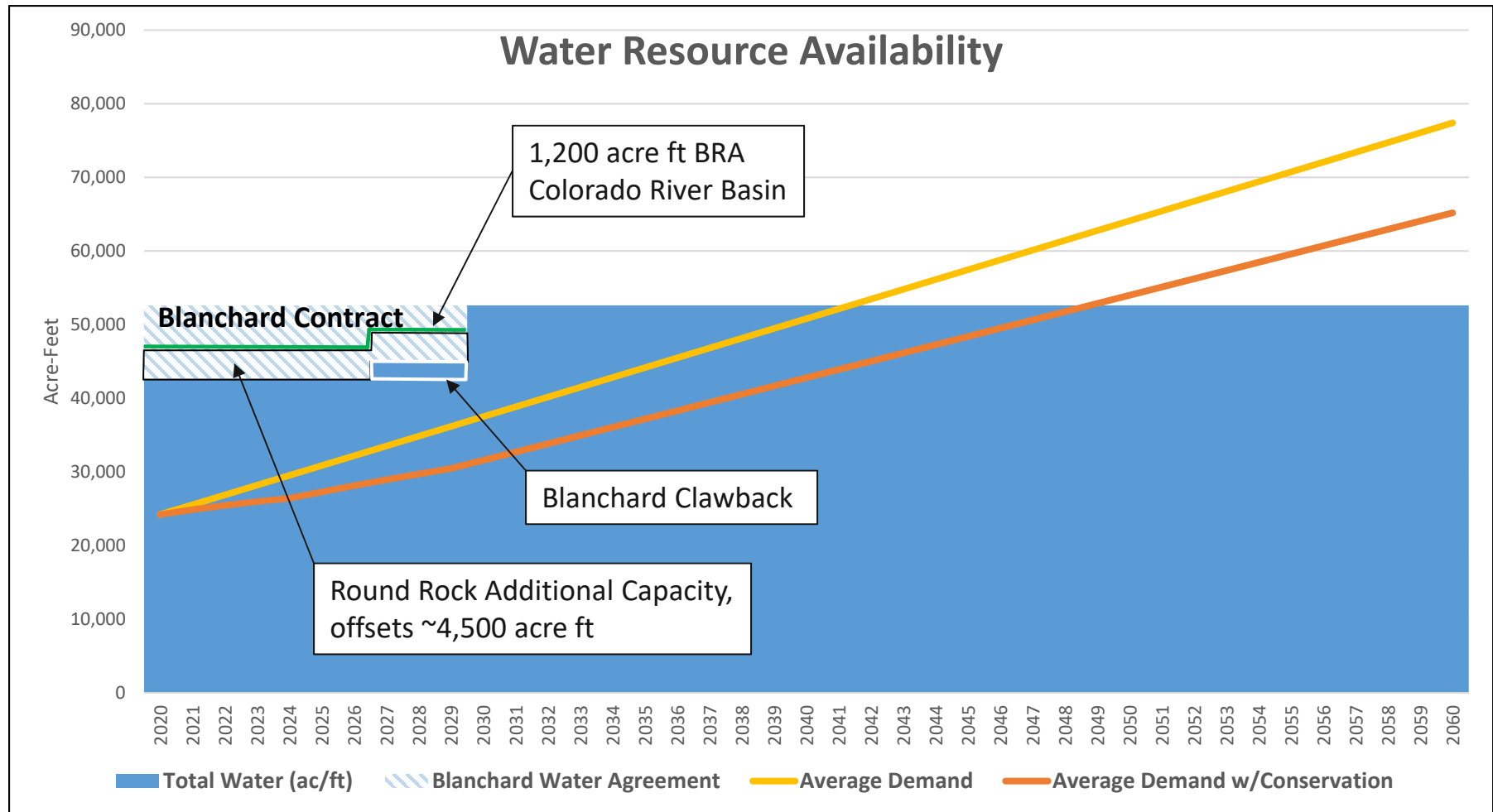
Summary of Terms Leander

- Term of Contract – 7 years, Option to extend additional 3 yrs
- Source of Raw Water – City of Georgetown BRA Contract within Colorado river Basin (Alliance Water)
- Delivery Location - Near Ronald Reagan and SH 29
- Firm Daily Supply – 3 MGD
- Fees
 - Monthly Base Fee - \$2,929.50 initial; \$3,448.80 termination of Lively Agreement
 - Volumetric Rate - \$2.40/kgal initial; \$2.99 termination of Lively Agreement
- Terms for curtailment – DCP activation by BRA, Leander , 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 Leander
 - Terminate by giving 1 yr notice, if Georgetown does not take a minimum annual volume.

Summary of Terms BRA

- Term of Contract – 10 years, Option to Renew at the End of 10 years.
- Source of Raw Water –Colorado river Basin (Alliance Water)
- Delivery Location Brushy Creek Regional Water Utility Association (BCRUA) intake structure
- Firm Supply – 1200 acre feet per year
- Coincides with term duration and available treatment capacity of Leander Agreement
- Cost – \$181.25 /acre-ft for all water that is used
- Terms for curtailment – DCP activation by BRA

Resource Usage Projections



Costs for System Capacity

Leander
(3 MGD)

Capital needs = \$250,000
Fixed Costs = \$260,981
Variable = \$2.40
Annual Cost = \$1,141,981

Unit Cost
\$3.12 per 1000 gallons

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

Capital needs = \$117,737,000
Fixed Costs = \$3,921,500
Variable = \$1.22
Annual Cost = \$4,360,662

Unit Cost
\$12.11 per 1000 gallons****

****Water Usage for 4 months out of the year.

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

Review

- Leander contract helps meet current Max Day demands ahead of North Lake Water treatment Expansion and South Lake Water Treatment Expansion.
- The Cost of 3 MGD contracted is less expensive than building the South Lake Plant if the south lake plant is only utilizing 3 MGD for 4 months of the year.
- Provides additional source diversification and system resiliency.

Questions ?

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

This item did not go through the Georgetown Utility Systems Advisory Board (GUS) Due to COVID-19: Consideration and possible action to approve an **inter-local contract** between the **City of Leander** and the **City of Georgetown** for water **treatment services** for the period from June **2020 through June 2027** with **estimated costs** for the **current fiscal year** of **\$875,718**

-- 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 treatment capacity of neighboring systems in lieu of plant construction due to immediate availability. This contract between the Cities of Leander and Georgetown utilizes Georgetown's Alliance Water and Leander's excess treatment capacity for a period of seven years with an option to extend an additional 3 years. The contract provides for delivery of up to 3 MGD firm capacity daily with additional service capacity if available, not to exceed 1200 acre -ft per year. These costs are lower than Georgetown's costs of debt service and infrastructure costs that would be incurred with the construction of a South Lake plant and associated infrastructure. The fixed and variable costs in the contract were determined as part of a Leander rate study and represent cost of service for treating and delivering water to the delivery point. The costs are subject to change when Leander conducts a rate study, usually every three years or upon the termination of the Temporary Wholesale Water Services Agreement (TWWSA) dated April 28, 2015.

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. Leander may terminate by giving twelve (12) months' notice, if Georgetown does not take a minimum average day volume equal to 250,000 gallons per day over a consecutive twelve (12) month period.

STAFF RECOMMENDATION:

Staff recommends approval of an inter-local contract between the City of Leander and the City of Georgetown for water treatment services for the period from 2020 through 2027 with estimated costs for the current fiscal year of \$875,718.00

BOARD RECOMMENDATION:

This item did not go through the Georgetown Utility Systems Advisory Board (GUS) Due to COVID-19.

FINANCIAL IMPACT:

Costs will be paid from the Water Utility for the fiscal year 2020 for the utilization of 3 MGD for the remaining 4 months of the fiscal year in the amount of \$875,718.00

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

Fiscal Yr 2021 to 2027– \$899,154.00 for 1200 acre feet per year, most of which is estimated to be used during summer peak months.

SUBMITTED BY:

Glenn Dishong, Director of Water Utilities

INTERLOCAL COOPERATION AGREEMENT FOR WATER TREATMENT AND DELIVERY SERVICES

This Interlocal Cooperation Agreement for Water Treatment and Delivery Services (“Agreement”) is made and entered into by and between the City of Leander, Texas (“Leander”), a Texas home-rule municipal corporation, and the City of Georgetown, Texas, a Texas home-rule municipal corporation (“Georgetown”) on this _____ (the “Effective Date”). Leander and Georgetown are sometimes referred to jointly in this Agreement as the “Parties.”

WHEREAS, Leander owns a water treatment and distribution system (the “Leander System” as hereinafter defined) and is a partner in the Brushy Creek Regional Utility Authority, Inc. regional water treatment and distribution system joint venture (the “BCWTP”);

WHEREAS, Georgetown owns a water treatment and distribution system (the “Georgetown System” as hereinafter defined);

WHEREAS, the Brazos River Authority (“BRA”) and Georgetown have or will have executed an agreement for system water availability (the “Permit”) authorizing Georgetown to take up to 1,200 acre-feet of raw water annually from the Colorado River Basin, for municipal use;

WHEREAS, Leander and Georgetown desire to enter into this Agreement for Leander to treat at the BCWTP the raw water that Georgetown is authorized to take under the Permit, and transport Potable Water (as hereinafter defined) to the point of delivery (as hereinafter defined);

WHEREAS, this Agreement is entered into under authority of State law, including, but not limited to, *Section 791.026, Texas Government Code*.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits described in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Leander and Georgetown hereby contract, covenant and agree as follows:

Section 1. Recitals. The above and foregoing recitals are incorporated herein verbatim and made a part of this Agreement for all purposes.

Section 2. Definitions. The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

(a) **“Commencement Date”** means the first calendar day on which Leander delivers Potable Water to Georgetown at the Point of Delivery after the authorization described in Section 5.

(b) **“Commission”** means the Texas Commission on Environmental Quality, or its successor agency.

(c) **"CPI"** means the Consumer Price Index value for all urban consumers (all items included) (CPI-U) for the nearest available metropolitan area, from the Department of Labor's Bureau of Labor Statistics.

(d) **"Director"** means the Leander Director of Public Works.

(e) **"Georgetown System"** means the water lines, mains, valves, pipes, reservoirs, pump stations, residential, commercial, and industrial connections and any other parts or components owned or controlled by Georgetown and located on the Georgetown side of the Point of Delivery.

(f) **"Leander System"** means all water treatment, transmission and distribution facilities, lines, mains, valves, pipes, reservoirs, pump stations, residential, commercial, and industrial connections and any other parts or components that comprise the public water system of Leander, including all pumps, barges, water lines and facilities owned by Leander and employed for the purpose of taking and diverting water from Lake Travis at the Point of Diversion and delivering the water to the BCWTP for treatment.

(g) **"Meter & Vault"** means the meter, meter vault, meter loop, housing or pit, building, and all metering equipment and appurtenances required to measure and control the Potable Water provided to Georgetown at the Point of Delivery.

(h) **"Permitted Water"** means the water that Georgetown is entitled to withdraw from Lake Travis, from time to time, pursuant to the Permit, subject to any limitations or restrictions that may be lawfully imposed pursuant to the Permit or by State or Federal law.

(i) **"Point of Delivery"** means the point designated and approved in Section 6(c) of this Agreement or other point mutually agreed to by the Parties in writing at which the Georgetown System may withdraw water from the Leander System for distribution within the Georgetown System.

(j) **"Point of Diversion"** means the point within Lake Travis at which Leander will, from time to time, take raw water from Lake Travis for transmission to the BCWTP for treatment.

(k) **"Potable Water"** means water meeting the requirements of the Commission for human consumption and other domestic uses.

Section 3. Term and Early Termination.

(a) The term of this Agreement shall begin on the Effective Date and remain in effect for an initial period of seven (7) years from the Commencement Date with the option to renew, subject to mutual written agreement by both parties, for one three (3) year term.

(b) Leander may terminate this Agreement if Georgetown does not construct the Meter & Vault and water facilities required to be constructed by Georgetown pursuant to this Agreement and begin to take Potable Water at the Point of Delivery, within twenty-four (24) months after the Effective Date.

(c) Leander may additionally terminate this Agreement, by giving twelve (12) months' advance written notice to Georgetown, if Georgetown does not take a minimum average day volume equal to 250,000 gallons per day over a consecutive twelve (12) month period any time after the Commencement Date.

(d) Georgetown may terminate this Agreement at any time by giving twelve (12) months' advance notice to Leander in writing.

(e) Georgetown may additionally terminate this Agreement, in response to a rate increase adopted by the Leander City Council pursuant to Section 13 of this Agreement, provided that such termination shall be delivered in writing no later than 60 days after receipt of written notice from Leander of the rate increase.

Section 4. Rights after Termination. Except as specifically provided otherwise in this Agreement, all of the rights and obligations of the Parties under this Agreement shall terminate upon termination of the term of this Agreement; provided, however, that termination shall not affect the rights or liabilities accrued prior to termination.

Section 5. Delivery of Raw Water to the BCWTP. Upon receipt of written authorization from Georgetown, but not before Leander has begun serving customers in Rancho Sienna, Leander will deliver to the BCWTP for Georgetown, via the Leander System, up to the volume of raw water Georgetown is authorized to take and takes pursuant to the Permit, in such amounts and at such rates requested by the Georgetown, subject to the terms, conditions and limitations set forth in this Agreement and the Permit.

Section 6. Treatment at the BCWTP and Delivery of Potable Water.

(a) Upon receipt of written authorization from Georgetown, Leander will cause Georgetown's raw water to be delivered to and treated at the BCWTP, and the resulting Potable Water will be delivered to Georgetown at the Point of Delivery, subject to the terms, conditions and limitations set forth in this Agreement and the Permit.

(b) All Potable Water delivered to Georgetown pursuant to this Agreement shall be delivered at the Point of Delivery. Georgetown may request up to, and Leander shall deliver, Potable Water at a maximum rate of 2,083 gallons per minute at a minimum pressure of 35 psi.

(c) The Point of Delivery shall be at or near the intersection of Kauffman Loop and Highway 29 as more specifically agreed upon by the Parties in writing.

Section 7. Georgetown to Connect the Georgetown System to the Point of Delivery.

(a) Georgetown, at its sole discretion and control, shall finance, design, construct, and install at Georgetown's sole expense a Meter & Vault at the Point of Delivery.

(b) The design plans and specifications for the Meter & Vault shall be subject to the review and approval of Leander, not to be unreasonably withheld. Leander shall approve or raise specific objections to the design plans and specifications for the Meter & Vault within thirty (30)

days of Georgetown's transmittal of the plans and specifications to Leander for review.

Section 8. Maximum Delivery Rate. Maximum Delivery Rate (MDR) at the Point of Delivery shall not exceed 2,083 gallons per minute (gpm) without prior approval of the **Director**, in his or her sole discretion.

Section 9. Conservation and Drought Management Plans. Georgetown agrees to maintain and update a water conservation and drought management plan, from time to time, as is required by applicable law, regulation or the Permit.

Section 10. Cooperation. Georgetown will cooperate with Leander's pursuit of all necessary permits and approvals needed from time to time as a result of, with respect to, or growing out of, this Agreement, including compliance with any requirements arising hereunder. Notwithstanding the foregoing, Georgetown shall in no way be responsible for any costs associated with the pursuit of any such permits or approvals.

Section 11. Regulatory Requirements. This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state or federal governmental authority having jurisdiction. This Agreement is specifically subject to all applicable sections of the Texas Water Code and the rules of the Commission, or any successor agency.

Section 12. Payments and Billings.

(a) Georgetown shall pay directly to the BRA all Permit fees and charges payable by Georgetown pursuant to the Permit; and

(b) Georgetown shall pay Leander monthly for the services and Potable Water provided to Georgetown by Leander pursuant to this Agreement. Leander will bill Georgetown monthly on or before the tenth (10th) day of the month, and such bills shall be due and payable on or before the 15th day of the following month.

Section 13. Rates, Fees and Charges.

(a) Subject to the terms and conditions of this Agreement, the rates, fees and charges shall include Georgetown's pro rata share for Potable Water, Raw Water Delivery, Water Treatment, and Water Transmission to the Point of Delivery as provided in this Section.

(b) After the Commencement Date, during any period that Georgetown is delivering water to Leander under terms of the Temporary Wholesale Water Services Agreement (TWWSA) dated April 28, 2015, Georgetown shall pay Leander a base fee equal to \$2,929.50 per month plus a volumetric rate of \$2.40 per 1,000 gallons delivered to Georgetown at the Point of Delivery.

(c) After the Commencement Date, during any period that Georgetown is not delivering water to Leander under terms of the Temporary Wholesale Water Services Agreement (TWWSA) dated April 28, 2015, Georgetown shall pay Leander a base fee equal to \$3,448.80 per month plus a volumetric rate of

\$2.99 per 1,000 gallons delivered to Georgetown at the Point of Delivery.

(d) **Rate Adjustments.**

(1) The monthly base fee shall be subject to change based upon a professional cost of service study completed at Leander's sole cost no more often than once every three (3) years from the Effective Date.

(2) The volumetric rate shall be subject to change no more often than once every three (3) years from the Effective Date, and any increase shall be limited to an increase equal to the change in the **CPI** from the value of the index as of the Commencement Date to the value of the index as of a date 60 days prior to the date Leander provides Georgetown written notice of the proposed rate increase, as set forth below.

(3) At Georgetown's request, Leander shall provide Georgetown with a copy of the cost of service study or CPI calculation that derived the new rate(s). Leander agrees to provide Georgetown at least 60 days' written notice of an estimated amount of any proposed rate increase. If Leander proposes to increase any of the rates set forth in this Agreement, the revised rate(s) shall be adopted by the Leander City Council and Leander 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 accept the increased rates in writing or terminate this Agreement. A revised rate increase shall not take effect until 30 days after it is accepted by Georgetown in writing.

(e) The payments by Georgetown shall be operating expenses of Georgetown and shall not entitle Georgetown to any equity interest in any part or portion of the Leander System.

Section 14. Operating Expense and Source of Payments from Georgetown.

(a) Georgetown represents and covenants that all funds and moneys required to be paid by Georgetown under this Agreement shall constitute reasonable and necessary operating expenses of the Georgetown water utility system as authorized by the Constitution and laws of the State of Texas.

(b) All payments required to be made by Georgetown to Leander under this Agreement shall be payable from the revenues of the Georgetown water utility system; provided that the Georgetown governing body shall have the discretion to use any funds available to Georgetown. Leander shall never have the right to demand payment by Georgetown of any obligations assumed by or imposed upon it under or by virtue of this Agreement from any funds raised or to be raised by taxation and the Georgetown obligation under this Agreement shall never be construed to be a debt of Georgetown of such kind as to require Georgetown, under the Constitution and laws of the State of Texas, to levy and collect a tax to discharge such obligation.

Section 15. Georgetown Covenant to Maintain Sufficient Utility Rates.

(a) Georgetown shall fix and maintain rates and collect charges for the facilities and services provided by its water utility system as will be adequate to permit Georgetown to make prompt payments under this Agreement. Georgetown shall further comply with all the provisions of the ordinances, resolutions, orders or indentures authorizing its bonds or other obligations

which are payable, in whole or in part, from the revenues of its water utility system.

(b) Georgetown recognizes that all bonds and debt instruments issued by Leander are intended to be tax exempt. If Leander obtains an opinion of nationally-recognized bond counsel acceptable to Georgetown that Georgetown has entered into a contract that adversely affects the tax-exempt status of the interest on the bonds and debt instruments issued by Leander, then Georgetown agrees to promptly terminate said contract or take all necessary and appropriate action to remedy the situation to Leander's reasonable satisfaction. If Leander has knowledge of a proposed Georgetown contract that Leander anticipates may affect the tax-exempt status of the interest on the bonds and debt instruments issued by Leander, Leander shall immediately notify Georgetown and, if Georgetown desires to proceed with said contract, shall obtain an opinion of nationally-recognized bond counsel acceptable to Georgetown on the matter. Georgetown agrees to delay approval of any such contract until the receipt of said opinion, not to exceed a commercially reasonable period of time.

Section 16. Measurement.

(a) Leander shall operate, maintain, and read the meter which shall record Potable Water taken by Georgetown at the Point of Delivery. Georgetown shall not be entitled to take more Potable Water than the amount of raw water Georgetown is authorized to take pursuant to the Permit. If during any 12-month period Georgetown takes more Potable Water than the volume of raw water Georgetown is authorized to take pursuant to the Permit, Georgetown shall be required to promptly pay Leander, for the additional water taken, an amount equal to 1.5 times the highest charge per 1,000 gallons of water then established by Leander ordinance to be charged for water metered to Leander's customers.

(b) Water shall be measured through conventional and industry recognized and accepted types of approved meter(s). Leander shall keep accurate records of all measurements of water required under this Agreement, and the measuring device(s) and such records shall be open for inspection at all reasonable times. Measuring devices and recording equipment shall be accessible for adjusting and testing and the installation of check meter(s). If requested by Georgetown in writing, and not more than once in each calendar year, on a date as near the end of such calendar year as practical, Leander shall arrange for a qualified third party to perform a calibration test and calibrate the water meter(s) in the presence of Georgetown, and the parties shall jointly observe any adjustments that shall be necessary. Leander shall give Georgetown notice of the date and time when any such calibration is to be made and, if a representative of Georgetown is not present at the time set, calibration and adjustment may proceed in the absence of any representative of Georgetown. If the results of the calibration test are that the meter is accurate within three percent (3%) then Georgetown shall pay the cost of the calibration testing.

(c) If upon any test of the water meter(s), the percentage of inaccuracy of such metering equipment is found to be in excess of three percent (3%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then registration thereof shall be corrected for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than period of six (6) months. If any meter(s) are out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof,

the water delivered through the period such meter(s) are out of service or out of repair shall be estimated and agreed upon by Georgetown and Leander upon the basis of the best data available, and, upon written request, Leander shall install new meters or repair existing meters and the cost shall be paid by the Georgetown. If Georgetown and Leander fail to agree on the amount of water delivered during such period, the amount of water delivered may be estimated by (1) correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (2) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

Section 17. Quality. The water to be delivered by Leander to the BCWTP via the Leander System shall be raw/untreated water as it is found in Lake Travis at the Point of Diversion. The water to be delivered by Leander to Georgetown at the Point of Delivery shall be Potable Water, but Georgetown recognizes the quality of the raw water taken from Lake Travis, from time to time, may result in quality of the Potable Water varying from time to time.

Section 18. Title to and Responsibility for Water. Title to water diverted, treated and transported to Georgetown by Leander under this Agreement shall remain with Georgetown at all times. Leander, as a result of this Agreement or otherwise, shall never have or claim, any interest in the Permit, or any other raw or potable water supply owned or controlled by Georgetown, regardless of the source of the water. However, responsibility for all water supplied under this Agreement shall be with Leander from the Point of Diversion to the Point of Delivery, at which point responsibility shall pass to Georgetown. Leander and Georgetown hereby agree to save and hold each other harmless from all claims, demands, and causes of action which may be asserted by anyone attributable to the transportation, delivery, processing and handling of said water while responsibility for the water remains with the other party; provided that all cost and expense incurred by Georgetown or Leander pursuant to this provision shall be payable solely from the revenues, fees and charges of their respective water utility systems.

Section 19. Other Charges. Excluding any taxes, assessments, fees, or charges that are a) imposed on Georgetown pursuant to the Permit, or b) imposed on Georgetown with respect to the water or Georgetown's actions after the Potable Water is metered to Georgetown at the Point of Delivery, sales or use taxes, or other taxes, assessments, fees, or similar charges of any similar nature are imposed on diverting, storing, delivering, gathering, impounding, taking, selling, using or consuming the water that is the subject of this Agreement, shall be added to the Operation and Maintenance Expenses.

Section 20. Default in Payments. All amounts due and owing to Leander by Georgetown shall, if not paid when due, bear interest at the Texas post-judgment interest rate as set out in § 304.003, *Texas Finance Code*, or any successor statute, from the date when due until paid, provided that such rate shall never be usurious or exceed the maximum rate permitted by law. If any amount due and owing by Georgetown is placed with an attorney for collection, Georgetown shall pay to Leander, in addition to all other payments provided for by this Agreement, including interest, Leander's collection expenses, including court costs and attorney's fees.

Section 21. Waiver and Amendment.

(a) Failure to enforce or the waiver of any provision of this Agreement or any breach of nonperformance by Georgetown or Leander shall not be deemed a waiver by Leander or Georgetown of the right in the future to demand strict compliance and performance of any provision of this Agreement. Regardless of any provision contained in this Agreement to the contrary, any right or remedy or any default under this Agreement, except the right of Leander to receive payments due under this Agreement which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of the default.

(b) No officer or agent of Georgetown or Leander is authorized to waive or modify any provision of the Agreement. No modifications to or rescission of this Agreement may be made except by a written document approved by the respective governing bodies of the Parties and signed by Georgetown's and Leander's authorized representatives.

Section 22. Remedies. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by either party hereto and shall be cumulative. Recognizing, however, that failure in the performance of either party's obligations hereunder could not be adequately compensated in money damages alone, each party agrees in the event of any default on its part that each party shall have available to it the equitable remedy of mandamus and specific performance, in addition to any other legal or equitable remedies which also may be available.

Section 23. Force Majeure. If for any reason of force majeure, either Party shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if the affected Party shall give notice of the reasons in writing to the other Party within a reasonable time after the occurrence of the event, or cause relied on, the obligation of the affected Party, so far as it is affected by the force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. The term "force majeure" as used in this Agreement shall mean acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy; orders or actions of any kind of government of the United States or of the State of Texas, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; severe storms, floods, washouts, or droughts; or any inability on the part of Leander to deliver raw or treated water under this Agreement on account of any similar other cause not reasonably within the control of Leander.

Section 24. Reduction during Period of BCWTP Impairment. In the event of a partial impairment of the water treatment capacity of the BCWTP due to any cause, Leander shall proceed in a prudent and timely manner, consistent with applicable regulatory requirements and good engineering practices, to restore, as applicable, the treatment capacity. During the period in which such capacity is impaired, Leander will share the Potable Water produced at the BCWTP, if any, on a pro rata basis with Georgetown, and the rates payable under this agreement shall be prorated accordingly.

Section 25. Non-Assignability. Neither party may assign this Agreement without the written consent of the other party, except to a successor of the duties and functions of that party.

Section 26. Sole Agreement. This Agreement constitutes the sole and only agreement of Leander and Georgetown and supersedes any prior understanding or oral or written agreements between Georgetown and Leander, with respect to the subject matter of this Agreement.

Section 27. Severability. The provisions of this Agreement are severable and if, for any reason, any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal or unenforceable provision had never been contained in the Agreement.

Section 28. Captions. The section captions contained herein are for convenience and reference only and are not intended to define, extend or limit any provision of this Agreement.

Section 29. No Third-Party Beneficiaries. This Agreement does not create any third-party benefits to any person or entity other than the signatories hereto and is solely for the consideration herein expressed.

Section 30. Notices. All notices, payments and communications ("notices") required or allowed by this Agreement shall be in writing and be given by depositing the notice in the United States mail postpaid and registered or certified, with return receipt requested, and addressed to the Party to be notified. Notice deposited in the mail in the previously described manner shall be conclusively deemed to be effective from and after the expiration of three (3) business days after the notice is deposited in the mail. For purposes of notice, the addresses of and the designated representative for receipt of notice for each of the parties shall be as follows:

City of Leander
Attention: City Manager
105 N. Brushy Street
P. O. Box 319
Leander, Texas 78646-0319

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

With copy to:
City of Georgetown
Attention: City Attorney
P.O. Box 409
Georgetown, Texas 78627

Either party may change its address by giving written notice of the change to the other party at least fourteen (14) days before the change becomes effective.

Section 31. Duplicate Originals. Leander and Georgetown, acting under authority of their respective governing bodies, execute this Agreement in several counterparts, each of which shall be an original. Georgetown and Leander shall each submit to the other party an original

written resolution signed by their respective Mayor and attested by their respective City Secretary authorizing the execution of this Agreement and specifying the name and authority of each such representative to sign this Agreement.

Executed the _____ day of _____, 2020.

Attest:

City of Georgetown, Texas

By: _____

Name: Robyn Densmore

Title: City Secretary

By: _____

Name: Dale Ross

Title: Mayor

Approved as to Form:

By: _____

Name: Charlie McNabb

Title: City Attorney

Attest:

City of Leander, Texas

By: _____

Name: Dara Crabtree

Title: City Secretary

By: _____

Name: Troy Hill

Title: Mayor

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

This contract provides for the withdrawal of up to 1200 acre-ft of Colorado River Basin water from the BRA by the City of Georgetown at the Brushy Creek Regional Water Utility Association (BCRUA) intake structure. This system water contract facilitates the ability for the City of Georgetown to utilize the City of Leander's excess treatment capacity in the BCRUA treatment facility and deliver potable water to the City of Georgetown under the Interlocal Cooperation Agreement for Water Treatment and Delivery Services.

This item did not go through the Georgetown Utility Systems Advisory Board (GUS) Due to COVID-19

FINANCIAL IMPACT:

Costs will be paid from the Water Utility for the fiscal year 2020 for the utilization of 1200 acre feet for the remaining 4 months of the fiscal year in the amount of **\$217,500**

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

Fiscal Yr 2021 to 2027– **\$217,500** for 1200 acre feet per year.

SUBMITTED BY:

-- Glenn W. Dishong, Director Water Utilities and Chelsea Solomon, Control Center Manager

ATTACHMENTS:

Cover Sheet

Presentation

Agreement

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

This item did not go through the Georgetown Utility Systems Advisory Board (GUS)Due to COVID-19: Consideration and possible action to approve a **System Water Availability Agreement** between the **Brazos River Authority (BRA)** and the **City of Georgetown** for raw water resources **within the Colorado River Basin in the amount of 1200 acre feet per year** for the period from June 1, 2020 through August 31, 2030 with **estimated costs** for the **current fiscal year** of **\$217,500**

-- Glenn W. Dishong, Director Water Utilities and Chelsea Solomon, Control Center Manager

ITEM SUMMARY:

This contract provides for the withdrawal of up to 1200 acre-ft of Colorado River Basin water from the BRA by the City of Georgetown at the Brushy Creek Regional Water Utility Association (BCRUA) intake structure. This system water contract facilitates the ability for the City of Georgetown to utilize the City of Leander's excess treatment capacity in the BCRUA treatment facility and deliver potable water to the City of Georgetown under the Interlocal Cooperation Agreement for Water Treatment and Delivery Services.

STAFF RECOMMENDATION:

Staff recommends approval of a contract between the Brazos River Authority and the City of Georgetown for 1200 acre-ft of raw water resources per year for the period from 2020 through 2030 with estimated costs for the current fiscal year of **\$217,500**.

BOARD RECOMMENDATION:

This item did not go through the Georgetown Utility Systems Advisory Board (GUS)Due to COVID-19.

FINANCIAL IMPACT:

Costs will be paid from the Water Utility for the fiscal year 2020 for the utilization of 1200 acre feet for the remaining 4 months of the fiscal year in the amount of **\$217,500**

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

Fiscal Yr 2021 to 2027– **\$217,500** for 1200 acre feet per year.

SUBMITTED BY:

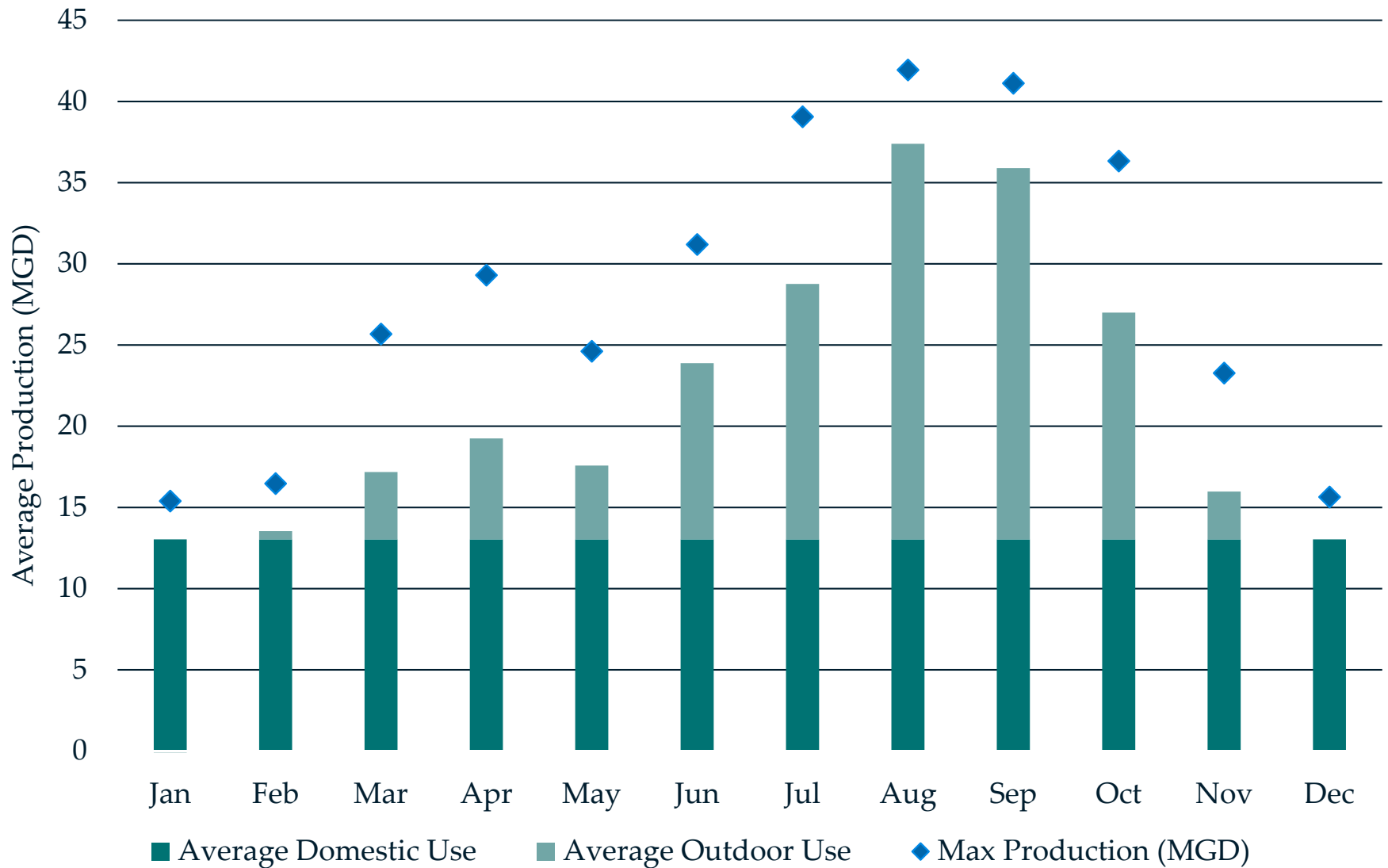
Glenn Dishong, Director of Water Utilities

Leander Wholesale Water Agreement / System Water Agreement BRA

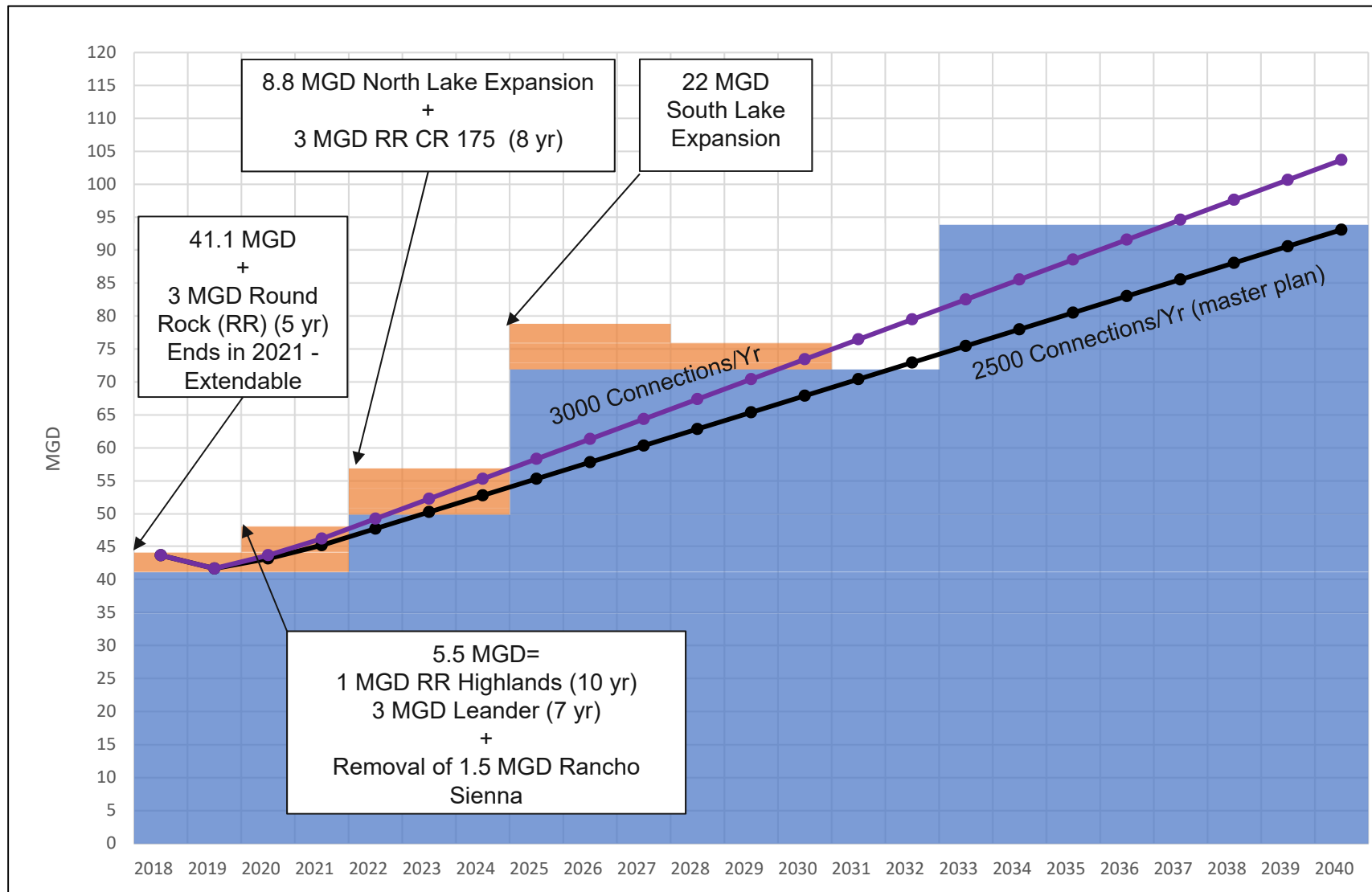
Presented by

Chelsea Solomon
Control Center Manager
Water Utilities

2019 Use Pattern



System Capacity Projections



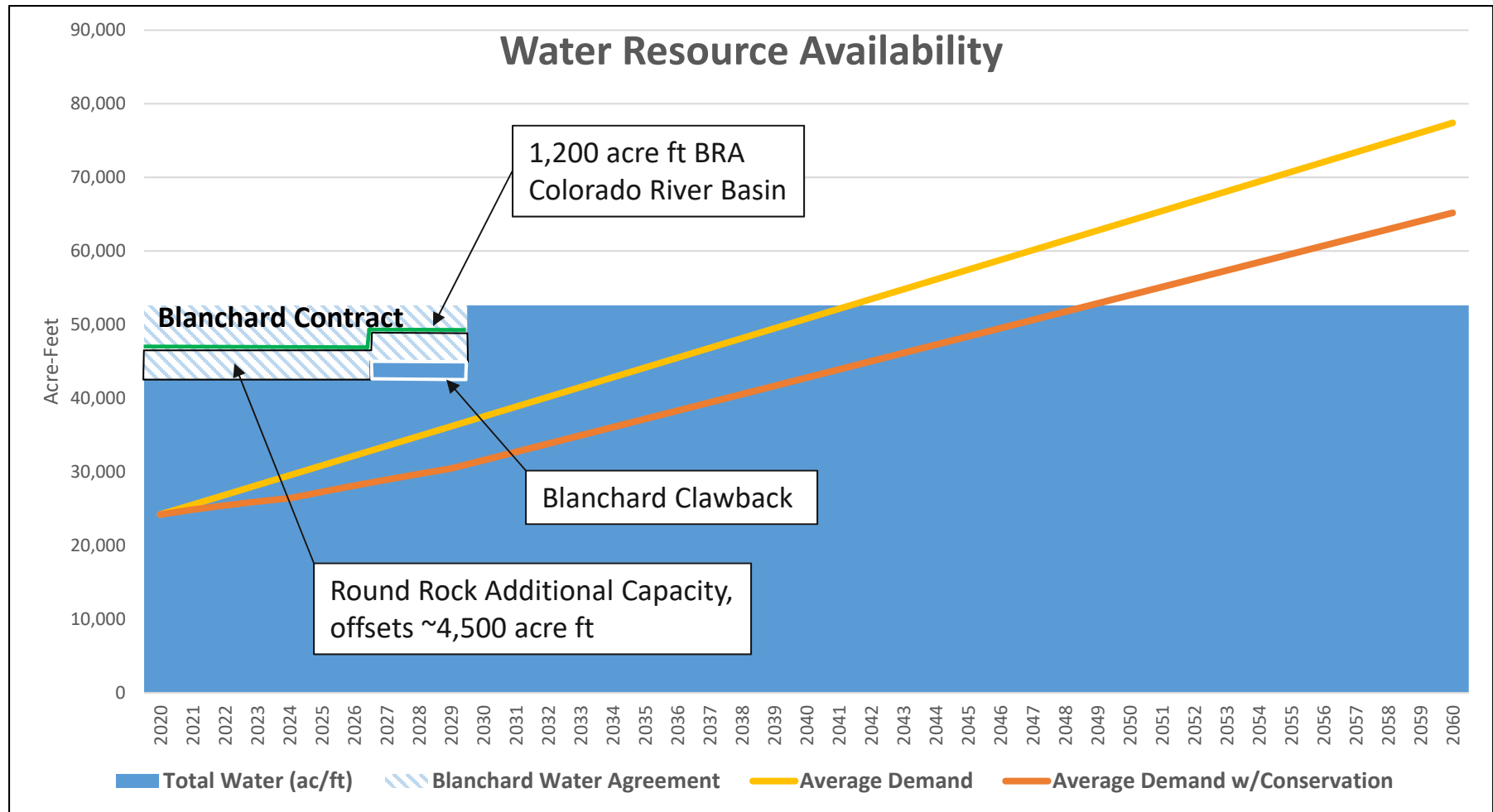
Summary of Terms Leander

- Term of Contract – 7 years, Option to extend additional 3 yrs
- Source of Raw Water – City of Georgetown BRA Contract within Colorado river Basin (Alliance Water)
- Delivery Location - Near Ronald Reagan and SH 29
- Firm Daily Supply – 3 MGD
- Fees
 - Monthly Base Fee - \$2,929.50 initial; \$3,448.80 termination of Lively Agreement
 - Volumetric Rate - \$2.40/kgal initial; \$2.99 termination of Lively Agreement
- Terms for curtailment – DCP activation by BRA, Leander , 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 Leander
 - Terminate by giving 1 yr notice, if Georgetown does not take a minimum annual volume.

Summary of Terms BRA

- Term of Contract – 10 years, Option to Renew at the End of 10 years.
- Source of Raw Water –Colorado river Basin (Alliance Water)
- Delivery Location Brushy Creek Regional Water Utility Association (BCRUA) intake structure
- Firm Supply – 1200 acre feet per year
- Coincides with term duration and available treatment capacity of Leander Agreement
- Cost – \$181.25 /acre-ft for all water that is used
- Terms for curtailment – DCP activation by BRA

Resource Usage Projections



Costs for System Capacity

Leander
(3 MGD)

Capital needs = \$250,000
Fixed Costs = \$260,981
Variable = \$2.40
Annual Cost = \$1,141,981

Unit Cost
\$3.12 per 1000 gallons

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

Capital needs = \$117,737,000
Fixed Costs = \$3,921,500
Variable = \$1.22
Annual Cost = \$4,360,662

Unit Cost
\$12.11 per 1000 gallons****

****Water Usage for 4 months out of the year.

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

Review

- Leander contract helps meet current Max Day demands ahead of North Lake Water treatment Expansion and South Lake Water Treatment Expansion.
- The Cost of 3 MGD contracted is less expensive than building the South Lake Plant if the south lake plant is only utilizing 3 MGD for 4 months of the year.
- Provides additional source diversification and system resiliency.

Questions ?

**SYSTEM WATER AVAILABILITY AGREEMENT
FOR COLORADO RIVER BASIN WATER
BETWEEN
BRAZOS RIVER AUTHORITY
AND
CITY OF GEORGETOWN**

AGREEMENT made and entered into this the ____ day of _____ 2020, by and between **BRAZOS RIVER AUTHORITY** ("BRA"), a river authority of the State of Texas, and **CITY OF GEORGETOWN** ("Purchaser") of Williamson County, Texas.

1. **RECITALS.** BRA owns and operates various lakes in the Brazos River Basin. BRA also has entered into contracts with the United States of America by virtue of which it has obtained the right to utilize for water supply purposes a portion of the usable storage space in various lakes owned and operated by the United States Army Corps of Engineers. BRA is authorized by the State of Texas to store State waters in the lakes owned by BRA and various lakes owned and operated by the United States Army Corps of Engineers in the Brazos River Basin, hereinafter collectively called the "System", and to make such stored waters available for beneficial use.

BRA is authorized to operate the System as a hydrologic unit pursuant to an order of the Texas Water Commission (formerly Texas Natural Resource Conservation Commission "TNRCC", now Texas Commission on Environmental Quality "TCEQ") issued on July 23, 1964 ("System Operation Order"). The Final Determination of All Claims of Water Rights in the Brazos River Basin and the San Jacinto-Brazos Coastal Basin Maintained by the Brazos River Authority, Fort Bend County W.C.I.D. No. 1 and Galveston County Water Authority ("Final Determination") issued on June 26, 1985, by TCEQ clarified and amplified the System Operation Order. Under the System Operation Order as adjudicated by the Final Determination, BRA is authorized to operate the System as a hydrologic unit to more efficiently utilize the reservoirs that make up the System to make water available to meet the needs of BRA's customers. BRA and Purchaser acknowledge that the LCRA Water (as defined below) is not part of the System Operation Order.

BRA has also acquired the right to divert and use 25,000 acre-feet of water per year from the Colorado River Basin made available from the Lower Colorado River Authority (LCRA) under the "Water Sale Contract by and between Lower Colorado River Authority and Brazos River Authority Purchaser", dated October 2000 (LCRA Contract) pursuant to the terms of House Bill 1437 of the 76th Texas Legislative Session and codified under Section 27 of the LCRA Enabling Act. It is from the 25,000 acre-feet of water per year from the Colorado River Basin (the "LCRA" Water") that Purchaser now wishes to contract for BRA to make available 1,200 acre-feet of water per Calendar Year under the terms and conditions herein provided.

2. DEFINITIONS.

- a) The term "Agreement" means this agreement.
- b) The term "Area of Use" means that certain area in Williamson County that lies outside of the watershed of the Colorado River, but excludes those municipalities which were customers of the Lower Colorado River Authority as of May 20, 1997, and who are located in watersheds of both the Colorado and Brazos Rivers.
- c) The term "Board" shall mean the Board of Directors of Brazos River Authority.
- d) The term "BRA" shall mean Brazos River Authority.
- e) The term "Federal Contracts" shall mean those contracts with the United States of America whereby BRA has acquired, is acquiring, or may acquire conservation storage capacity in Federal Reservoirs. The parties hereto acknowledge that the term "Federal Contracts" does not appear elsewhere in this Agreement.
- f) The term "Federal Reservoirs" shall include the following:
 - Aquilla Dam and Reservoir
 - Belton Dam and Reservoir
 - Georgetown Dam and Reservoir
 - Granger Dam and Reservoir
 - Proctor Dam and Reservoir
 - Somerville Dam and Reservoir
 - Stillhouse Hollow Dam and Reservoir
 - Whitney Dam and Reservoir
- g) The term "Fiscal Year" shall mean BRA's fiscal year from September 1 through August 31, or such other annual fiscal year period as BRA may later determine.
- h) The term "Highest Lawful Rate" shall mean the maximum rate which BRA may charge on obligations payable under this Agreement without violation of any applicable law or any applicable lawful regulation of any agency of the State of Texas or of the United States having jurisdiction of the matter.
- i) The term "LCRA" means Lower Colorado River Authority.
- j) The term "LCRA Contract" means the "Water Sale Contract by and between Lower Colorado River Authority and Brazos River Authority, Purchaser" dated October 2000.
- k) The term "LCRA Rates" means the LCRA rates and charges for sale of water for municipal purposes as delineated in Section II. B. of the LCRA Contract.
- l) The term "LCRA Water" means the 25,000 acre-feet of water per year purchased by Brazos River Authority from LCRA pursuant to House Bill 1437 of the 76th Texas Legislature Session.
- m) The term "Municipal Use" shall mean the use of potable water within a community or municipality and its environs or ETJ for domestic, recreational, commercial, or industrial purposes or for the watering of golf courses, parks and parkways.
- n) The term "Purchaser" shall mean City of Georgetown.
- o) The term "System" shall mean BRA's Water Supply System and shall include certain of BRA's facilities and properties insofar as they are related to making water available from the System, to wit, as follows: Morris Sheppard Dam and Possum Kingdom Reservoir, DeCordova Bend Dam and Lake Granbury, Sterling C. Robertson Dam and Lake Limestone, BRA's conservation storage in the Federal Reservoirs, and

the LCRA Water obtained pursuant to the LCRA Contract, together with all future extensions, improvements, enlargements, and additions to and replacements of the System, and all replacements thereof whether from surface water supplies, groundwater, or a combination thereof, specifically added to the System by resolution of the Board; provided that, notwithstanding the foregoing, the term System shall not include (i) any of BRA's facilities and properties not specifically included in the System by the terms of this Agreement or not added by a subsequent resolution of the Board, and (ii) any water supply, wastewater or other facilities which have been or are declared not to be a part of the System and which may be acquired or constructed by BRA with the proceeds from the issuance of "Special Facilities Bonds," which are hereby defined as being special revenue obligations of BRA which are not secured by or payable from the revenues of the System but which are secured by and payable solely from special contract revenues or payments received from any persons or other legal entity or entities in connection with such special facilities.

p) The term "System Agreements" means those certain raw water contracts titled "System Water Availability Agreement Between Brazos River Authority and City of Georgetown" or titled similarly to the above.

q) The term "System Operation Order" shall mean that certain order of the TCEQ or its predecessor dated July 23, 1964, as adjudicated by order of the TCEQ or its predecessor on June 26, 1985, in the Final Determination of all Claims of Water Rights in the Brazos River Basin and the San Jacinto-Brazos Coastal Basin Maintained by the Brazos River Authority, Fort Bend County W.C.I.D. No. 1 and Galveston County Water Authority. The parties hereto acknowledge that the LCRA Water is not covered by the "System Operation Order."

r) The term "System Rate" or "SR" shall mean the rate per acre-foot of water established by BRA from time to time under its system-wide pricing methodology.

s) The term "Total Annual Budgeted System Costs" shall mean the amounts approved by BRA as estimated costs of the System in the annual budgets adopted by BRA for a given Fiscal Year including, without limitation, amounts budgeted to meet Annual System Operation and Maintenance Expenses and Annual Capital Related Costs. The parties hereto acknowledge that the term "Total Annual Budgeted System Costs" does not appear elsewhere in this Agreement.

t) The term "Total System Billing Units" shall mean the total amount of water (expressed in acre-feet) determined by BRA under accepted engineering practice as necessary to be reserved from firm yield produced by storage in the System to fulfill its commitments for which BRA receives payment under long term (in excess of five years) water sales contracts with Purchaser and BRA's other customers; provided, however, such term shall not include amounts of water required by appropriate governmental authority to be reserved in the System for use for bay and estuary purposes, in-stream uses, or for other similar environmental, public, or other beneficial uses to the extent BRA is not adequately compensated for any such requirement. The parties hereto acknowledge that the term "Total System Billing Units" does not appear elsewhere in this Agreement.

3. EFFECTIVE DATE. The effective date of this Agreement is **July 1, 2020.**

4. AVAILABILITY OF WATER. While this Agreement remains in force, BRA agrees to make available to Purchaser an amount of water not to exceed 1,200 acre-feet of water per Calendar Year under the following conditions:

a) Notwithstanding anything herein to the contrary, BRA's obligation to make water available to Purchaser under this Agreement is subject to, and limited by, the rights of BRA to obtain the LCRA Water pursuant to the LCRA Contract. Purchaser acknowledges that Purchaser has received a copy of the LCRA Contract and is familiar with the rights of BRA thereunder, and the limitations on BRA's rights thereunder to obtain the LCRA Water.

b) BRA may interrupt or curtail the water supplied to Purchaser under this Agreement to the extent BRA experiences interruption or curtailment of water supplied to it under the LCRA Contract for any reason.

c) Water supplied under this Agreement shall only be used within the Area of Use.

d) Purchaser acquires no property rights in the water made available to it under this Agreement beyond the right to have the water made available to it for diversion and use under the terms of this Agreement. This right of use extends to direct reuse (flange to flange) of the water available under this Agreement. Purchaser represents, and BRA relies on such representation, that all water to be made available by BRA under this Agreement to Purchaser shall be used solely for Municipal Use.

5. PRICING STRUCTURE

a) The pricing structure for water rates under this Agreement is dependent upon the pricing structure of water made available to the BRA under the LCRA Contract.

b) The LCRA Water is provided to BRA under the LCRA Contract pursuant to the following pricing structure:

(1) The "Water Rate" for LCRA Water is charged for water diverted and used during a calendar year. The current Water Rate is \$145.00 per acre-foot of water per year.

(2) The "Reserved Water Charge" for LCRA Water is charged for water under contract but not diverted and used during a calendar year. The Reserved Water Charge is 50% of the Water Rate, or currently \$72.50 per acre-foot of water per year.

(3) The "Inverted Block Rate" for LCRA Water is charged for all water used in excess of the total contractual amount and is currently \$290.00 per acre-foot of water per year.

(4) The "Conservation Charge" for LCRA Water is currently 25% of the Water Rate, the Reserved Water Charge, or the Inverted Block Rate, as applicable.

(5) The current "Total LCRA Rates" for LCRA Water are as follows:

(a) The "Total LCRA Water Rate" is the Water Rate + the Conservation Charge, currently \$181.25 an acre-foot.

(b) The "Total LCRA Reserved Water Charge" is the Reserved Water Charge + the Conservation Charge, currently \$90.63 an acre-foot.

(c) The "Total LCRA Inverted Block Rate" is the Inverted Block Rate + the Conservation Charge, currently \$362.50 an acre-foot.

(d) The BRA hereby makes water available to Purchaser at the cost the BRA is required to pay LCRA for water.

(e) The Purchaser hereby acknowledges the fact that it is responsible for paying to the BRA all costs charged to the BRA by LCRA for the 1,200 acre-feet of LCRA Water contemplated in this Agreement.

c) Purchaser acknowledges the fact that the LCRA has the ability to increase rates at any time without notice, which in turn will simultaneously increase the rates to be paid under this Agreement.

6. DATE AND PLACE OF PAYMENTS.

a) Payments to be made hereunder shall be made at BRA's office in Waco, McLennan County, Texas. BRA contemplates that by September 1 of each Fiscal Year it will have adopted budgets for BRA for said Fiscal Year and established the System Rate. Total LCRA Rates will be adopted as set by the LCRA, which may be subsequent to September 1. Payments for each Fiscal Year may be made under one of three payment options from which Purchaser will select at the beginning of each Fiscal Year. The payment due at the beginning of each Fiscal Year will be for the water agreed to be provided during the next calendar year and shall be based on the Total LCRA Reserved Water Charge. Annual payments for water provided at the Total LCRA Reserved Water Charge shall be made on or before September 15 each Fiscal Year. Quarterly payments shall be made on or before September 15, December 15, March 15, and June 15 each Fiscal Year. Monthly payments shall be made on or before the fifteenth of each month each Fiscal Year. Quarterly payments or monthly payments shall include a multiplier to be applied to the annual payment to allow BRA to recover interest lost on any unpaid balance plus a service charge for administrative costs, including but not limited to costs involving the billing, accounting, and collecting for the quarterly or monthly payments. The multiplier to recover lost interest revenue and the service charge for administrative costs shall be determined on an annual basis and shall be just and reasonable. Since the Effective Date of this Agreement is July 1, 2020, the amount of water available to Purchaser and the payment owed by Purchaser will be prorated for the remaining six (6) months of the current calendar year.

b) The charge for any water actually diverted and used during the next calendar year will be billed to Purchaser on a monthly basis based on actual diversion and usage for the previous month at the Total LCRA Water Rate.

7. SOURCE OF PAYMENTS. The payments to be made hereunder by Purchaser shall constitute operating expenses of Purchaser's water works system or Purchaser's combined water works and sewer system. Purchaser shall charge rates for services of its water works system or its combined water works and sewer systems that will be sufficient to pay the operating and maintenance expenses thereof, including the

payments provided for hereunder, and the interest on and principal of, as the same come due and mature, obligations issued by Purchaser now or hereafter payable from the revenues of said system or systems.

8. INTEREST ON PAST DUE PAYMENT; COLLECTION. In the event of failure of Purchaser to make any payment to BRA provided to be made in this Agreement at the time when same shall be due, the past due payment shall bear interest at the lesser of the highest rate allowed by applicable law or 18 percent per year. Regardless of any other provision contained in this Agreement, BRA shall never be entitled to receive, collect, or apply as interest under this Agreement any amount of money determined at a rate which exceeds the Highest Lawful Rate. If BRA ever charges, receives, collects, or applies as interest an amount in excess of that permitted by application of the Highest Lawful Rate, then any such amount which would be excessive interest shall be deemed a partial prepayment of amounts payable under this Agreement which do not constitute interest and shall be treated hereunder as such; and if all other obligations payable under this Agreement shall have been paid in full, then BRA shall refund the amount of such excessive interest.

9. REMEDIES FOR NONPAYMENT OR DEFAULT. Should Purchaser fail to make any payment to BRA when due hereunder or otherwise be in default under this Agreement, BRA at its sole option and in addition to and without impairing any other remedy available to it on account of the default, may elect to either (i) suspend its duty to make available water to Purchaser under this Agreement or (ii) terminate this Agreement, by providing written notice of such suspension or termination delivered to Purchaser on or before 30 days before the date specified in said notice of suspension or termination, provided that the nonpayment or other default with respect to which notice of suspension or termination of this Agreement has been given, shall not be cured by the date specified in such notice. Nothing in this Agreement shall be construed in any manner so as to abridge, limit, or deprive either party hereunto of any means which it would otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

10. REMEDIES FOR OVERUSE. Purchaser recognizes that any diversion of water in excess of its contractual amount may impact BRA's ability to make available water to BRA's other raw water customers. Purchaser agrees that if for any reason it needs to exceed the contractual annual amount of water to be made available to it under this Agreement, Purchaser will give written notice to BRA 30 days in advance of the need for such additional water and in such notice will state the reason for the additional need, the amount of water needed to be made available, and the duration of the need. BRA, in its sole discretion, may make all or a portion of the requested water available.

Should BRA determine that it can make all or a portion of the requested water available without adversely impacting its ability to make water available to its other customers, Purchaser agrees to pay for such water to be made available in advance at a rate that is equal to the then current Total LCRA Inverted Block Rate.

Should Purchaser fail to notify BRA of its need for additional water to be made available, and exceed the contractual annual amount of water to be made available to it, or should Purchaser, after notification of BRA and BRA's determination that additional water is not available for Purchaser's use, nonetheless exceed the contractual amount of water to be made available to it, BRA may cancel this Agreement by providing written notice of such cancellation delivered to Purchaser on or before thirty (30) days before the date specified in said notice of cancellation provided the overuse to which notice of cancellation of the Agreement has been given shall not be cured by the date specified in such notice.

Nothing in this Agreement shall be construed in any manner so as to abridge, limit, or deprive either party hereunto of any means which it would otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

11. FACILITIES. All new facilities that are located in the Area of Use that are used to transport raw water that is purchased pursuant to this Agreement exclusively may be owned and operated by LCRA, at its sole option. All new facilities or all substantial expansions to facilities that are located in the Area of Use that treat water or transport treated water that is purchased pursuant to this Agreement and that are constructed by BRA or LCRA shall be Brazos-Colorado Alliance projects. The LCRA may own, at its sole option, a portion of any such facilities that is commensurate with the percentage that LCRA water (i.e., water supplied under the LCRA Contract) bears to the total amount of water supplied by BRA and LCRA for treatment or transportation by such facilities. For example, if twenty-five percent (25%) of the water used at an Alliance facility is supplied by LCRA under the LCRA Contract, the LCRA may own twenty-five (25%) percent of that facility. All such facilities in the Area of Use, however, shall be operated by BRA.

All new facilities and all substantial expansions to facilities that are located in the Area of Use that treat or transport treated water purchased pursuant to this Agreement that are constructed by Purchaser may be owned and/or operated by Purchaser if such ownership and/or operation is desired by Purchaser.

Purchaser acknowledges that the economics of scale and efficiencies of use made possible by regionalization of water treatment facilities are highly desirable. Purchaser, therefore, agrees to negotiate in good faith with BRA and LCRA to maximize the potential for regionalization of water treatment and transportation facilities, either new facilities or substantial expansion of facilities, either new facilities or substantial expansion of facilities located in the Area of Use used to treat or transport water that is purchased pursuant to this Agreement.

12. METERING. Purchaser agrees that, at its sole cost and expense, it shall install, operate and maintain meters for the accurate measuring of all water diverted by Purchaser under this Agreement in order to aid BRA in accurately reporting actual water usage to the TCEQ as required by applicable law or regulation. Such meter or meters shall be tested and calibrated for accuracy by and at the expense of Purchaser once each fiscal year at intervals of approximately 12 months, and a report of such test and

calibration shall be furnished to BRA. BRA shall be given at least two prior days notice of the time of any test and calibration of Purchaser's meters, or any of them, and BRA shall have the right to have a representative present at each test to observe the test and any adjustments found thereby to be necessary. BRA shall have the right to inspect and check the accuracy of Purchaser's meter or meters at any time during usual business hours after not less than one nor more than five (5) days notice. In the event any question arises at any time as to the accuracy of any such meter, such meter shall be tested promptly upon demand of BRA, the expense of such test to be borne by BRA if the meter is found to be correct and by Purchaser if it is found to be incorrect. Readings within 2% of accuracy, plus or minus, shall be considered correct. If, as a result of any test, any meter is found to be registering inaccurately (i.e., in excess of 2% of accuracy, plus or minus), the readings of such meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon, but in case the period is not definitely known and agreed upon, then the shorter of the following periods shall be used as the basis for correction:

- a) a period extending back either 60 days from the date of demand for the test or, if no demand for the test was made, 60 days from the date of the test; or
- b) a period extending back half of the time elapsed since the last previous test;

and the records of readings shall be adjusted accordingly. Following each test of a meter, Purchaser shall cause the same to be calibrated to register accurately.

13. REPORTING. Purchaser agrees that it will keep accurate records of the daily readings from the meter or meters installed pursuant to Section 12., Metering, above. These records shall be subject to inspection by BRA at reasonable times and places. Purchaser shall submit reports to BRA by the 10th day of each month showing the amount of water diverted under this Agreement each day during the preceding month.

14. SYSTEM AGREEMENT. This Agreement does not affect the rights and obligations of BRA and Purchaser under the System Agreements.

15. CONSERVATION OF WATER. It is the intent of the parties to this Agreement to provide to the maximum extent practicable for the conservation of water, and Purchaser agrees that it is a condition of this Agreement that it shall maintain and operate its facilities in a manner that will prevent unnecessary waste of water. BRA, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water conservation. Purchaser agrees to abide by the "Brazos River Authority Drought Contingency Policy" adopted by the Board on January 16, 1989, or any subsequent Drought Contingency Policy duly adopted by the Board and any Drought Contingency Plans developed under the Drought Contingency Policy. If required by applicable law or regulation or by BRA, Purchaser agrees to implement a water conservation and drought management program in accordance with a water conservation plan and that the water made available and diverted by Purchaser pursuant to this Agreement will be used in accordance with such conservation plan, and with the regulations of the Texas Commission on Environmental Quality (or other appropriate regulating authority) applicable to retail public utilities. Purchaser further agrees to make

available its water conservation and drought contingency programs to BRA and LCRA for review. If required by applicable law or regulation Purchaser agrees that, in the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or services to the ultimate consumer, the requirements relative to water conservation shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a water conservation program in compliance with such applicable law or regulation.

If Purchaser fails to comply with its water conservation plan, BRA may, at its sole option terminate this Agreement without recourse unless such default is cured within thirty (30) days or, if the nature of such default is not susceptible to being cured within such thirty (30) day period, such longer period of time during which Purchaser diligently prosecutes the cure of such default, not to exceed ninety (90) days of Purchaser's receipt of written notice of such default.

16. WATER QUALITY. As a further condition of this Agreement, Purchaser also agrees that it will comply with applicable water quality standards of the State in the diversion, use, reuse, or discharge of water made available hereunder. Should Purchaser be determined by any competent legal authority to have degraded the quality of water of the State or to have violated any water quality standard established by law or lawfully adopted regulation, and subsequently fail to take action with reasonable diligence to correct such deficiency as directed by competent legal authority, such failure shall constitute an event of default under this Agreement.

BRA, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water quality protection. If required by applicable law or regulation or by BRA, Purchaser agrees to implement appropriate water quality protection measures including, without limitation, a non-point source water pollution abatement program in accordance with a non-point source water pollution abatement plan.

17. WATER SURPLUS TO PURCHASER'S NEEDS. Purchaser may not unilaterally cancel this Agreement or reduce the amounts of water agreed to be made available to it and for which availability it is obligated to pay under the terms of Sections 5. and 6., above, except as provided in Section 24, below. Purchaser may not sell or make available to others the water agreed to be made available to it under this Agreement, except in the case of Municipal Use, as potable treated water. However, should Purchaser determine that it has water surplus to its anticipated needs from the water to be made available by BRA under this Agreement, Purchaser may notify BRA as to the amount of water no longer needed to be made available to it. BRA will use reasonable efforts to find a third party who is able and willing to pay for such availability for a period to the end of this Agreement. If BRA is successful in finding such a third party suitable to it to acquire Purchaser's interest in its available surplus for a period of time to the end of this Agreement, this Agreement will be amended to reduce the amount of water to be made available to Purchaser by the amount of availability paid for by such third

party, and Purchaser will be relieved of the obligation to make payments for such availability of water.

18. SHORTAGES. BRA makes no guarantee that any lakes or other sources of supply in the Colorado River Basin will be maintained at any specific level at any particular time. Purchaser bears all transportation losses prior to final diversion. It is fully understood by the parties hereto that the level of lakes or other sources of supply in the Colorado River Basin will vary as a result of weather conditions beyond the control of BRA, and that this instrument is merely an agreement to require BRA to make available water when and if water is available to BRA under the BRA's LCRA Contract, and to allow Purchaser to make withdrawals of the water subject to the general law on distribution and allocation of water during shortages of supply.

BRA covenants that it will use its best reasonable efforts to maintain and preserve its rights under the LCRA Contract. If for any reason the availability of water to BRA under the LCRA Contract is restricted, impaired, or otherwise limited, BRA agrees, and Purchaser covenants, that BRA may fairly and equitably apportion and ration the available water supply from the LCRA Contract among all its several customers receiving water from BRA as a result of the LCRA Contract, including Purchaser.

19. FORCE MAJEURE. Notwithstanding anything herein to the contrary, neither party hereto shall be under any liability or be deemed in default with respect to its obligations under this Agreement for any failure to perform or for delay in performing such party's obligations hereunder (except for the obligation to pay money) where such failure or delay is due to force majeure, while and to the extent that such performance is prevented by such cause. The term force majeure means acts of God, fire, storm, flood, war, riots, sabotage, drought, lack of availability of water due to sedimentation, low inflows of water to, or lack of water supply from the Colorado River basin to be made available under the LCRA Contract, strikes or other differences with labor (whether or not within the power of the parties to settle same), decrees or orders of the courts or other governmental authority, or other similar or dissimilar causes not within the reasonable control of such party and not due to negligence of such party. Each party shall use due diligence to resume performance of any obligation suspended by force majeure at the earliest practicable time.

20. WAIVER. Any waiver at any time by any party of its rights with respect to default under this Agreement shall not be deemed a waiver of such rights with respect to any subsequent default or matter.

21. NOTICES AND CERTIFICATIONS. Notices and certifications provided for in this Agreement shall be in writing. The same shall be delivered by mailing certified mail, postage paid, return receipt requested, to the respective parties at the following addresses:

BRA: Brazos River Authority
P.O. Box 7555
Waco, Texas 76714
Telephone: (254) 761-3100

Purchaser: City of Georgetown
P.O. Box 409
Georgetown, Texas 78627
Telephone: (512) 930-3652

Either party may change its address as shown above by written notice to the other party. Notices shall be deemed to have been delivered on the business day following their deposit in the United States mail, postage paid, and properly addressed and certified.

22. OTHER REQUIREMENTS. This Agreement is subject to all conditions, provisions, and limitations included in BRA's water rights from the LCRA Contract. Further, this Agreement is subject to all applicable Federal, State and local laws, and any applicable ordinances, rules, orders and regulations of any local, State or Federal governmental authority having jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver of any right to question or contest any law, ordinance, order, rule, or regulation of any governmental authority.

23. SEVERABILITY. The provisions of this Agreement are severable, and if for any reason any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

24. ASSIGNMENT. This Agreement may be assigned by Purchaser only with the written consent of BRA, which consent shall not be unreasonably withheld or delayed. Only assignment of this entire Agreement will be approved. Releases of lesser obligations must be authorized under Section 17., Water Surplus to Purchaser's Needs, above.

25. TERM OF AGREEMENT. The term of this Agreement shall begin on the Effective Date, Section 3., and shall end on August 31, 2030. If BRA is able to extend or renew its LCRA Contract, BRA and Purchaser agree to negotiate in good faith regarding terms for extension or renewal of this Agreement.

If Purchaser is current on all payments due BRA under this Agreement, Purchaser may terminate this Agreement, in whole or in part, on January 1 of any year following the expiration of ten (10) years measured from the Effective Date of the LCRA Contract by providing six (6) months prior written notice to BRA, that is by July 1 of the year preceding the January 1 termination date.

[Signatures appear on the following page]

CITY OF GEORGETOWN

By: _____
Dale Ross
Mayor

ATTEST:

BRAZOS RIVER AUTHORITY

By: _____
David Collinsworth
General Manager/CEO

ATTEST:

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

The adoption of the 2015 International Building Code allows The City of Georgetown to be on the same building code as a majority of other cities within Williamson County. This adoption will allow easier planning for developers. The following groups met with and supported the adoption of the 2015 International Building Code and local amendments: The city’s Building Codes Standard Commission and Chamber Development Alliance. This was presented to Council at the City Council meeting held on April 14, 2020.

FINANCIAL IMPACT:

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SUBMITTED BY:

Cindy Gilbert

ATTACHMENTS:

2015 International Codes - Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING CERTAIN CHAPTERS OF TITLE 15 “BUILDINGS AND CONSTRUCTION” OF THE CODE OF ORDINANCES; PROVIDING FOR THE ADOPTION OF THE 2015 INTERNATIONAL CODES AND CORRESPONDING LOCAL AMENDMENTS; PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the desire of the City Council of Georgetown, Texas to adopt, in all respects, the 2015 International Codes, with the associated commercial and residential code requirements and (appendices, errata, deletions, local amendments, and as amended in the future) relating to the building standards as set forth herein; and

WHEREAS, the City Council of Georgetown, Texas has found that the present building codes of the City of Georgetown has become obsolete and inadequate; and

WHEREAS, the City Council of Georgetown, Texas has determined that the adoption of the 2015 International Codes is done to facilitate proper inspection activities by Georgetown, Texas relating to building standards within the corporate city limits of Georgetown, in extraterritorial jurisdiction of Georgetown, and for commercial buildings served by Georgetown utilities, relating to public safety, health, and general welfare; and

WHEREAS, the Building Standards Commission, which has been appointed by the City Council, has (1) reviewed the effect of the proposed regulations; (2) held public hearings related to same; and (3) made recommendations to the City Council for adoption of the same, including amendments noted herein; and

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. Chapter 15.03 “Residential Code,” is hereby amended in its entirety as shown on Exhibit A.

Section 4. Chapter 15.04, “Building Code,” is hereby amended in its entirety as shown on Exhibit B.

Section 5. Chapter 15.06, “Property Maintenance Code,” is hereby amended in its entirety as shown on Exhibit C.

Section 6. Chapter 15.08, “Mechanical Code,” is hereby amended in its entirety as shown on Exhibit D.

Section 7. Chapter 15.12, “Plumbing Code,” is hereby amended in its entirety as shown on Exhibit E.

Section 8. Chapter 15.14, “Energy Conservation Code,” is hereby added as shown on Exhibit F.

Section 9. Chapter 15.18, “Swimming Pool Code,” is hereby added as shown on Exhibit G.

Section 10. Chapter 15.20, “Fuel Gas Code,” is hereby amended in its entirety as shown on Exhibit H.

Section 11. Chapter 15.25, “Existing Building Code,” is hereby amended in its entirety as shown on Exhibit I.

Section 12. All projects that are under construction and all projects with complete applications for a building permit accepted by the City of Georgetown, Texas prior to the Effective Date of this shall be allowed to complete construction under the terms of the prior provisions of Title 15 and shall not be required to meet the requirements of the 2015 International Codes adopted pursuant to this Ordinance. All permit applications submitted on or after the Effective Date of this Ordinance shall comply with the terms of Title 15 as amended by this Ordinance in its entirety.

Section 13. 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 14. 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 15. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective on June 1, 2020 and 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:
CITY OF GEORGETOWN**

THE

Robyn Densmore, City Secretary

By: _____
Dale Ross, Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

EXHIBIT A

Chapter 15.03 - RESIDENTIAL CODE

Sec. 15.03.010. - Residential Code adopted.

- A. The provisions of the “International Residential Code,” 2015 Edition, including Appendixes A, B, C, D, E, G, H, J, K, M, N and P, with the specific local amendments set forth in this Chapter are hereby adopted. In this Chapter, the 2015 International Residential Code shall be referred to as the “Residential Code” and the Residential Code shall establish regulations affecting or relating to structures, processes, premises and safeguards.
- B. A copy of the Residential Code shall be placed at the Georgetown Public Library and on file at the office of the Building Official.

Sec. 15.03.020. - Section 101.1, Title, amended.

The Residential Code, Section 101.1 Title, is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Residential Code for One- and Two- family Dwellings of City of Georgetown, Texas hereinafter referred to as “this code.”

Sec. 15.03.030. - Section 101.2 Scope, amended.

The Residential Code, Section 101.2, Scope is hereby amended to read as follows:

101.2 Scope. The provisions of the *International Residential Code for One- and Two-family Dwellings* shall apply to the construction, *alteration*, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three stories above *grade plane* in height with a separate means of egress and their *accessory structures*.

Exceptions:

1. Live/work units complying with the requirements of Section 419 of the *International Building Code* shall be permitted to be built as one- and two-family *dwellings* or townhouses. Fire suppression required by Section 419.5 of the *International Building Code* when constructed under the *International Residential Code for One- and Two-family Dwellings* shall conform to Section P2904.

Sec. 15.03.040. - Section 104.10.1, Flood hazard areas, amended.

The Residential Code, Section 104.10.1, Flood hazard areas, is hereby amended to read as follows:

104.10.1 Flood hazard areas. The *building official* shall not grant modifications to any provision related to flood hazard areas as established by Table R301.2(1) without the granting of a variance to such provisions by the board of appeals. Refer to Title 15, Chapter 15.44, and entitled Flood Damage Prevention of the City of Georgetown Code of Ordinances.

Sec. 15.03.050. - Section 105.1.2, Homestead Exemption Permit, added.

The Residential Code, Section 105.1.2, Homestead Exemption Permit, is hereby added to read as follows:

105.1.2 Homestead Exemption Permit. A person who is not licensed to perform plumbing, electrical and mechanical work may perform such work within dwelling premises, owned by the person, if the person has filed an affidavit with the Building Official stating that the location at which the work is to be performed is the affiant's homestead, intends to occupy the structure and can show proof to that effect from the Tax Appraisal District of Williamson County. Before beginning any work, the unlicensed person shall obtain, from the Building Official, a homestead permit to do the work and shall pay the required permit fees. No person who has obtained and currently holds a homestead exemption permit for a certain location shall be issued an additional homestead exemption permit for a different location unless authorized and at the discretion of the Building Official. No person who has obtained a homestead permit shall allow or cause any other person to perform such work under the permit. The Building Official may suspend or revoke a homestead permit under which the above stated work has been performed by anyone other than the person who obtained the permit.

Sec. 15.03.060. - Section 105.2, Work exempt from permit, amended.

The Residential Code, Section 105.2, Work exempt from permit, is hereby amended to read as follows:

105.2 Work exempt from permit. Permits shall not be required for the following. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Building:

- 1.
2. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
3. Water tanks supported directly on grade and fully enclosed with a cover if the capacity does not exceed 5,000 gallons (18 927L) and the ratio of height to diameter or width does not exceed 2 to 1.
4. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
5. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.

6. Swings and other playground equipment.
7. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

Electrical:

1. Listed cord-and-plug connected temporary decorative lighting.
2. Reinstallation of attachment plug receptacles but not the outlets therefor.
3. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
4. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
5. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Gas:

1. Portable heating, cooking or clothes drying appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation appliances.
3. Portable cooling units.
4. Steam, hot- or chilled-water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.
8. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspected made as provided in this code.

The clearing of stoppages or the repairing of leaks in pipes, valves, or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

Sec. 15.03.070. - Section 110, Approval of Occupancy, amended.

The Residential Code, Section 110 including subsections, Approval of Occupancy, is hereby amended to read as follows:

110.1 Use and Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official or duly authorized representative granted approval therefor as provided herein. The granting of approval for occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Approvals presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid.

Exceptions:

1. Approval for Occupancy is not required for work exempt from permits under Section R105.2.
2. Accessory buildings or structures.

110.2 Change in use. Changes in the character or use of an existing structure shall not be made except as specified in Sections 3408 and 3409 of the International Building Code.

110.3 Approvals for Occupancy issued. After the building official or duly authorized representative inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the building official or duly authorized representative shall issue a final approval for occupancy in the Inspections Services permit and tracking software system which shall contain the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner or builder.
4. A description of that portion of the structure for which the approval is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code.
6. The name of the building official or duly authorized representative.
7. The edition of the code under which the permanent approval of occupancy as issued.
8. If an automatic sprinkler system is provided.
9. Any special stipulations and conditions of the building permit.

110.3.1 Issuance of Occupancy Approval. The owner, builder or authorized representative will be notified by the Inspection Services Permit Software system that the approval for occupancy can be obtained from the permit software computer system.

110.4 Temporary occupancy. The building official or duly authorized representative is authorized to issue a temporary approval for occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The building official or duly authorized representative shall set a time period during which the temporary approval is valid.

110.5 Revocation. The building official or duly authorized representative shall, in writing, suspend or revoke an approval for occupancy issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

Sec. 15.03.080. - Section 112, Building Standards Commission, amended.

The Residential Code, Section 112 and its subsections, Building Standards Commission, is hereby amended to read as follows:

Section 112 Building Standards Commission

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Building Standards Commission. The Building Standards Commission shall be appointed by the applicable governing authority and shall hold office at its pleasure. The City Council and Building Standards Commission shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. Any reference made in “this code” to the “Board of Appeals”, shall have meaning as the “Building Standards Commission”.

112.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

Sec. 15.03.090. - Section 113.4, Violation penalties, amended.

The Residential Code, Section 113.4, Violation penalties, is hereby added to read as follows:

113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law. Any person violating any provision of this code or chapter is subject to punishment as provided in Section 1.08.010 and entitled General Penalty of the Georgetown Code of Ordinances.

Sec. 15.03.100. - Section 314.3 Location, amended.

The Residential Code, Section 314.3, Location, is hereby amended to read as follows:

314.3 Location. Smoke alarms shall be installed in the following locations:

1. In each sleeping room.
2. Outside each separate sleeping area in the immediate vicinity of the bedrooms.
3. On each additional story of the dwelling, including basements and habitable attics but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
4. Smoke alarms shall not be installed closer than 30 inches to return or recirculating, supply air or mechanical exhaust vents and ducted systems. A door that is located in that 30 inch area shall be considered an opening and the 30 inch measurement shall be taken horizontally in all directions of the return or recirculating, supply air or mechanical exhaust vents and ducted systems.

Sec. 15.03.110. - Section 401.1.2, Engineering requirements for building foundations, added.

The Residential Code, Section 401.1.2, Engineering requirements for building foundations, is hereby added to read as follows:

401.1.2 Engineering requirements for residential building foundations. All foundations shall be designed and constructed in accordance with engineering practices and within the scope of this code. Upon completion of the foundation construction or concrete application an engineer's certification shall be required for inspection purposes. The certification shall contain no opinions or disclaimers and shall provide that the foundation was inspected and meets the engineered design, live and dead loading, and soil condition per requirements of the 2015 International Residential Building Code."

Exception: This shall not apply to accessory structures less than 200 square feet and are considered as portable on skids.

Sec. 15.03.120. - Section G2404, Gas meter locations for accessible and acceptable locations, added.

The Residential Code, Section G2404, Gas meter locations for accessible and acceptable locations, is hereby added to read as follows:

G2404 (301.4) Gas meter locations for accessible and acceptable locations. A gas service meter location, when required, shall be provided for the building or premises to be served as provided for in this section. The location of the meter and connections shall be easily accessible for reading, repair and replacement. The location, space requirements, dimensions and type of installation shall meet the requirements of the serving utility provider and a minimum of 3 feet shall be maintained from any operable window in a sleeping room and from any open flame or ignition source, including electrical panels with disconnecting means."

Sec. 15.03.130. - Part VII - Electrical, Chapters 34 through 43, deleted.

The Residential Code, Part VII - Electrical, Chapters 34 through 43, are hereby deleted.

EXHIBIT B

Chapter 15.04 - BUILDING CODE

Sec. 15.04.010. - Building Code adopted.

- A. The provisions of the “International Building Code,” 2015 Edition, including Appendixes C, E, F, I, J and K., with the specific local amendments set forth in this Chapter are hereby adopted. In this Chapter, the 2015 International Building Code shall be referred to as the “Building Code” and the Building Code shall establish regulations affecting or relating to structures, processes, premises and safeguards.
- B. A copy of the Building Code shall be placed at the Georgetown Public Library and on file at the office of the Building Official.

Sec. 15.04.020. - Section 101.1, Title, amended.

The Building Code, Section 101.1 Title, is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Building Code of City of Georgetown, Texas hereinafter referred to as “this code”.

Sec. 15.04.030. - Section 104.10.1 Flood Hazard areas, amended.

The Building Code, Section 104.10.1, Flood Hazard areas is hereby amended to read as follows:

104.10.1 Flood Hazard Areas. Refer to Title 15, Chapter 15.44, entitled Flood Damage Prevention, of the City of Georgetown Code of Ordinances.

Sec. 15.04.040. - Section 105.2, Work exempt from permit, amended.

The Building Code, Section 105.2, Work exempt from permit, is hereby amended to read as follows:

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
2. Water tanks supported directly on grade and fully enclosed with a cover if the capacity is not greater than 5,000 gallons (18 925L) and the ratio of height to diameter or width is not greater than 2:1.

3. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
4. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
5. Swings and other playground equipment accessory to detached one- and two-family dwellings.
6. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that does not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
7. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753mm) in height.

Electrical:

1. Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
3. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

Sec. 15.04.050. - Section 113.1, Building Standards Commission established, amended.

The Building Code, Section 113.1, Building Standards Commission established, is hereby amended to read as follows:

Building Standards Commission

113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Building Standards Commission. The Building Standards Commission shall be appointed by the applicable governing authority and shall hold office at its pleasure. The City Council and Building Standards Commission shall adopt rules of procedure for conducting its business.

Sec. 15.04.060. - Section 114.4, Violation penalties, amended.

The Building Code, Section 114.4, Violation penalties, is hereby amended to read as follows:

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law. Any person violating any provision of this code or chapter is subject to punishment as provided in Section 1.08.010 and entitled General Penalty of the Georgetown Code of Ordinances.

Sec. 15.04.070. - Section 202, Definitions, added and amended.

The Building Code, Section 202, Definitions, is hereby amended to include the following amended or added defined term:

“Bed and Breakfast” means a private residential structure(s) used for the rental of overnight accommodations serving less than 16 occupants and whose owner serves breakfast at no extra cost to its lodgers.

Sec. 15.04.080. - Section 310.2 Definitions, amended.

The Building Code, Section 310.2 Definitions, is hereby amended to read as follows:

310.2 Definitions. The following terms are defined in Chapter 2:

BED AND BREAKFAST.
BOARDING HOUSE.
CONGREGATE LIVING FACILITIES.
DORMITORY.
GROUP HOME.
PERSONAL CARE SERVICE.
TRANSIENT.

Sec. 15.04.090. - Subsection 310.3.1, Bed and Breakfast, added.

The Building Code, Subsection 310.3.1, Bed and Breakfast, is hereby added to read as follows:

310.3.1 BED AND BREAKFAST. An automatic sprinkler system installed in accordance with section 903.3 shall be provided throughout all buildings with a group R fire area.

EXCEPTIONS: Shall apply solely to existing residential structures that meet one of the following:

1. BED AND BREAKFAST RESIDENCE
 - A. LESS THAN 3 GUESTROOMS WITH MAXIMUM OCCUPANCY OF 4 GUESTS.
 - B. ALL GUEST ROOMS WITH DIRECT SECONDARY EGRESS.
 - C. DUAL SENSOR SMOKE ALARMS.
 - D. CARBON MONOXIDE ALARMS.
 - E. MONITORED ALARM SYSTEM.
 - F. FIRE EXTINGUISHER.
2. BED AND BREAKFAST INN
 - A. 3 – 5 GUESTROOMS WITH MAXIMUM OCCUPANCY OF 10 GUESTS.
 - B. 13-D SPRINKLER SYSTEM THROUGHOUT THE STRUCTURE.
 - C. ALL GUEST ROOMS WITH DIRECT SECONDARY EGRESS.
 - D. DUAL SENSOR SMOKE ALARMS.
 - E. CARBON MONOXIDE ALARMS.
 - F. MONITORED ALARM SYSTEM
 - G. SELF CLOSING GUESTROOM DOORS.
3. BED AND BREAKFAST LODGE
 - A. 6 – 8 GUESTROOMS WITH A MAXIMUM OCCUPANCY OF 16 GUESTS.
 - B. 13-R SPRINKLER SYSTEM THROUGHOUT THE STRUCTURE.

- C. ALL GUESTROOMS WITH DIRECT SECONDARY EGRESS.
- D. DUAL SENSOR SMOKE ALARMS.
- E. CARBON MONOXIDE ALARMS.
- F. MONITORED ALARM SYSTEM.
- G. SELF CLOSING GUESTROOM DOORS.
- H. COMMERCIAL HOOD SYSTEM AND PULL STATIONS.

Sec. 15.04.100. - Section 310.3 Residential Group R-1, amended.

The Building Code, Section 310.3, Residential Group R-1, is hereby amended to read as follows:

310.3 Residential Group R-1. Residential occupancies containing sleeping units where the occupants are primarily transient, including:

BED AND BREAKFAST (TRANSIENT) LESS THEN 16 OCCUPANTS

Boarding houses (transient) with more than 10 occupants

Congregate living facilities (transient) with more the 10 occupants

Hotels (transient)

Motels (transient)

Sec. 15.04.110. - Section 1612.3, Establishment of flood hazard areas, amended.

The Building Code, Section 1612.3, Establishment of flood hazard areas, is hereby amended to read as follows:

1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for City of Georgetown, Texas, dated September 28, 2008", as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section. Refer to Title 15, Chapter 15.44, and entitled Flood Damage Prevention of the City of Georgetown Code of Ordinances.

EXHIBIT C

CHAPTER 15.06 - PROPERTY MAINTENANCE CODE

Sec. 15.06.010. - Property Maintenance Code adopted.

- A. The provisions of the 2015 International Property Maintenance Code (IPMC), including Appendix A, are hereby adopted by reference as if set forth in full, with the specific local amendments as set forth in this Chapter. In this Chapter the 2015 International Property Maintenance Code shall be referred to as "the Code" and the Code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, and equipment as provided for in Section 101.2 and all other sections of the Code.
- B. Designated Officials. Within the Code adopted in this Section, reference is made to the duties of certain officials named therein; it is the intention of the City Council that the designated official of the City who has duties corresponding to those of the named official in the Code shall be deemed to be the responsible official in charge of enforcing the provisions of the Code.
- C. A copy of the Code shall be placed in the Georgetown Public Library and on file in the office of the Building Official.

Sec. 15.06.020. - Fees.

The Code, Chapter 1, "Administration", Section 103.6 "Fees" shall be deleted and replaced with the following:

"The fees for the activities and services performed under the provisions of this Code shall be paid in accordance with the schedule as established by the City Council of Georgetown, Texas as referenced in Chapter 15.04 of the Code of Ordinances."

Sec. 15.06.030. – Violation - Penalties.

The Code, Chapter 1 "Administration", Section 106.4 "Violation Penalties", is hereby deleted in its entirety and replaced with the following:

"Any person violating any provision of this Chapter or the Code is subject to punishment as provided in Section 1.08.010 of the Code of Ordinances."

Sec. 15.06.040. - Means of appeals.

The Code, Chapter 1 "Administration", Section 111 "Means of Appeals" is hereby deleted in its entirety and replaced with the following:

For the purpose of this Chapter and the Code, the Means of Appeals, as referenced throughout the Code, concerning property maintenance shall be known as the Building Standards Commission, as appointed by the City Council of Georgetown, Texas. The Commission shall hear cases involving appeals, orders and decisions or

determinations made by the Building Official or designee to the application and interpretation of the Code. Reference shall be made to Chapter 2.64 Building Standards Commission of the Georgetown Code of Ordinances and the Building Standards By-Laws.

EXHIBIT D

Chapter 15.08 - MECHANICAL CODE

Sec. 15.08.010. - Mechanical Code adopted.

- A. The provisions of the “International Mechanical Code,” 2015 Edition, with the specific local amendments set forth in this Chapter are hereby adopted. In this Chapter, the 2015 International Mechanical Code shall be referred to as the “Mechanical Code” and the Mechanical Code shall establish regulations affecting or relating to structures, processes, premises and safeguards.
- B. A copy of the Mechanical Code shall be placed at the Georgetown Public Library on file at the office of the Building Official.

Sec. 15.08.020. - Section 101.1, Title, amended.

The Mechanical Code, Section 101.1 Title, is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Mechanical Code of City of Georgetown, Texas hereinafter referred to as “this code.

Sec. 15.08.030. - Section 108.4, Violation penalties, amended.

The Mechanical Code, Section 108.4, Violation penalties is hereby amended to read as follows:

108.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law. Any person violating any provision of this code or chapter is subject to punishment as provided in Section 1.08.010 and entitled General Penalty of the Georgetown Code of Ordinances.

Sec. 15.08.040. - Section 109, Means of appeal, amended.

The Mechanical Code, Section 109, Means of appeal, is hereby amended to read as follows:

109.1 Application for appeal. Any person shall have the right to appeal a decision of the code official to the Building Standards Commission. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the code official within 90 days after the notice was served.

EXHIBIT E

Chapter 15.12 - PLUMBING CODE

Sec. 15.12.010. - Plumbing Code adopted.

- A. The provisions of the “International Plumbing Code,” 2015 Edition, with the specific local amendments set forth in this Chapter are hereby adopted. In this Chapter, the 2015 International Plumbing Code shall be referred to as the “Plumbing Code” and the Plumbing Code shall establish regulations affecting or relating to structures, processes, premises and safeguards.
- B. A copy of the Plumbing Code shall be placed at the Georgetown Public Library on file at the office of the Plumbing Official.

Sec. 15.12.020. - Section 101.1, Title, amended.

The Plumbing Code, Section 101.1 Title, is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Plumbing Code of the City of Georgetown, Texas hereinafter referred to as “this code.”

Sec. 15.12.030. - Subsection 106.1.2, Licensed master plumbers, added.

The Plumbing Code, Subsection 106.1.2, Licensed master plumbers, is hereby added to read as follows:

106.1.2 - Licensed master plumbers. Every master plumber doing business in the City of Georgetown, Texas shall deliver a current, unexpired copy of the required State of Texas Master Plumbers license and a copy of current liability insurance for filing and record prior to the issuance of a plumbing permit

Sec. 15.12.040. - Section 108.4 Violation penalties, amended.

The Plumbing Code, Section 108.4, Violation penalties is hereby amended to read as follows:

108.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law. Any person violating any provision of this code or chapter is subject to punishment as provided in Section 1.08.010 and entitled General Penalty of the Georgetown Code of Ordinances.

Sec. 15.12.050. - Section 109, Means of Appeal, amended.

The Plumbing Code, Section 109, Means of Appeal, is hereby amended to read as follows:

Section 109 – Means of Appeal.

109.1 Application for appeal. Any person shall have the right to appeal a decision of the code official to the Building Standards Commission. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the code official within 90 days after the notice was served.

109.1.2 Chapter 2.64. Building Standards Commission. Refer to Chapter 2.64 of the City of Georgetown Code of Ordinances for commission related to membership, appeals, hearings and policies as set forth by the City Council.

109.4.1 Procedure. The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence but shall mandate that only relevant information be received.

109.5 Postponed hearing. When five members are not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

109.6 Board decision. The board shall modify or reverse the decision of the code official by a concurring vote of three members.

109.6.1 Resolution. The decision of the board shall be by resolution. Certified copies shall be furnished to the appellant and to the code official.

109.6.2 Administration. The code official shall take immediate action in accordance with the decision of the board.

109.7 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

Sec. 15.12.060. - Section 306.1.2, Street openings, added.

The Plumbing Code, Section 306.1.2, Street openings, is hereby added to read as follows:

306.1.2 Street openings.

- A. All repairs and plans of proposed work shall be reviewed and inspected by the City of Georgetown Transportation Services Department.

- B. All openings made in the public streets or alleys to install plumbing must be made as carefully as possible and all materials excavated from the trenches shall be removed or placed where the least inconvenience to the public will be caused.
- C. All openings must be replaced in precisely the same condition as before the excavation started and all rubbish and materials must be removed at once, leaving the street ~~or~~ and sidewalks clean and in perfect repair.
- D. All openings shall be marked with sufficient barriers. Flares or red lamps shall be maintained around the opening at night and all other precautions shall be taken by the plumber or excavator to protect the public from damage to person or property.

Sec. 15.12.070. - Section F101, Cutting, Notching and Boring in Wood and Steel members.

The Plumbing Code, Appendix Section F101, Cutting, Notching and Boring in Wood and Steel members is hereby amended to read as follows:

SECTION F101

CUTTING, NOTCHING AND BORING IN WOOD AND STEEL MEMBERS

F101.1 Joist notching. Notches on the ends of joists shall not exceed one-fourth the joist depth. Holes bored in joists shall not be within 2 inches (51 mm) of the top or bottom of the joist and the diameter of any such hole shall not exceed one-third the depth of the joist. Notches in the top or bottom of joists shall not exceed one sixth the depth and shall not be located in the middle third of the span.

F101.2 Stud cutting and notching. In exterior walls and bearing partitions, any wood stud is permitted to be cut or notched to a depth not exceeding 25 percent of its width. Cutting or notching of studs to a depth not greater than 40 percent of the width of the stud is permitted in nonbearing partitions supporting no loads other than the weight of the partition.

F101.3 Bored holes. A hole not greater in diameter than 40 percent of the stud width is permitted to be bored in any wood stud. Bored holes not greater than 60 percent of the widths of the stud are permitted in nonbearing partitions or in any wall where each bored stud is doubled, provided not more than two such successive doubled studs are so bored. In no case shall the edge of the bored hole be nearer than 0.625 inch (15.9 mm) to the edge of the stud. Bored holes shall not be located at the same section of stud as a cut or notch.

F101.4 Cutting, notching and boring holes in structural steel framing. The cutting, notching and boring of holes in structural steel framing members shall be as prescribed by the registered design professional.

F101.5 Cutting, notching and boring holes in cold-formed steel framing.

Flanges and lips of load-bearing cold-formed steel framing members shall not be cut or notched. Holes in webs of load-bearing cold-formed steel framing members shall be permitted along the centerline of the web of the framing member and shall not exceed the dimensional limitations, penetration spacing or minimum hole edge distance as prescribed by the registered design professional. Cutting, notching and boring holes of steel floor/roof decking shall be as prescribed by the registered design professional.

F101.6 Cutting, notching and boring holes in nonstructural cold-formed steel wall framing.

Flanges and lips of nonstructural cold-formed steel wall studs shall not be cut or notched. Holes in webs of nonstructural cold-formed steel wall studs shall be permitted along the centerline of the web of the framing member, shall not exceed 1 1/2 inches (38 mm) in width or 4 inches (102 mm) in length, and the holes shall not be spaced less than 24 inches (610 mm) center to center from another hole or less than 10 inches (254 mm) from the bearing end

EXHIBIT F

Sec. 15.14.010. – Energy Conservation Code adopted.

- A. The provisions of the 2015 International Energy Conservation Code are hereby adopted by reference as if set forth in full, with the specific local amendments as set forth in this Chapter. In this Chapter the 2015 International Energy Conservation Code shall be referred to as "the Code".
- B. A copy of the Code shall be placed in the Georgetown Public Library and on file in the office of the Building Official.

Sec. 15.14.020. – Violation - Penalties.

The Code, Chapter 1 "Administration", Section 108 "Violation Penalties", is hereby deleted in its entirety and replaced with the following:

"Any person violating any provision of this Chapter or the Code is subject to punishment as provided in Section 1.08.010 of the Code of Ordinances."

Sec. 15.14.030. - Means of appeals.

The Code, Chapter 1 "Administration", 109 "Means of Appeals" is hereby deleted in its entirety and replaced with the following:

For the purpose of this Chapter and the Code, the Means of Appeals, as referenced throughout the Code, concerning property maintenance shall be known as the Building Standards Commission, as appointed by the City Council of Georgetown, Texas. The Commission shall hear cases involving appeals, orders and decisions or determinations made by the Building Official or designee to the application and interpretation of the Code. Reference shall be made to Chapter 2.64 Building Standards Commission of the Georgetown Code of Ordinances and the Building Standards By-Laws.

EXHIBIT G

Sec. 15.14.010. – Swimming Pool Code adopted.

- A. The provisions of the 2015 International Swimming Pool Code are hereby adopted by reference as if set forth in full, with the specific local amendments as set forth in this Chapter. In this Chapter the 2015 International Swimming Pool Code shall be referred to as "the Code".
- B. A copy of the Code shall be placed in the Georgetown Public Library and on file in the office of the Building Official.

Sec. 15.14.020. – Violation - Penalties.

The Code, Chapter 1 "Administration", Section 107 "Violation Penalties", is hereby deleted in its entirety and replaced with the following:

"Any person violating any provision of this Chapter or the Code is subject to punishment as provided in Section 1.08.010 of the Code of Ordinances."

Sec. 15.14.030. - Means of appeals.

The Code, Chapter 1 "Administration", Section 108 "Means of Appeals" is hereby deleted in its entirety and replaced with the following:

For the purpose of this Chapter and the Code, the Means of Appeals, as referenced throughout the Code, concerning property maintenance shall be known as the Building Standards Commission, as appointed by the City Council of Georgetown, Texas. The Commission shall hear cases involving appeals, orders and decisions or determinations made by the Building Official or designee to the application and interpretation of the Code. Reference shall be made to Chapter 2.64 Building Standards Commission of the Georgetown Code of Ordinances and the Building Standards By-Laws.

EXHIBIT H

Chapter 15.20 - FUEL GAS CODE

Sec. 15.20.010. - Fuel Gas Code adopted.

- A. The provisions of the “International Fuel Gas Code,” 2015 Edition, with the specific local amendments set forth in this Chapter are hereby adopted. In this Chapter, the 2015 International Fuel Gas Code shall be referred to as the “Fuel Gas Code” and the Fuel Gas Code shall establish regulations affecting or relating to structures, processes, premises and safeguards.
- B. A copy of the Fuel Gas Code shall be placed at the Georgetown Public Library and on file at the office of the Building Official.

Sec. 15.20.020. - Section 101.1, Title, amended.

The Fuel Gas Code, Section 101.1 Title, is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Fuel Gas Code of the City of Georgetown, Texas hereinafter referred to as “this code.”

Sec. 15.20.030. - Section 108.4 Violation penalties, amended.

The Fuel Gas Code, Section 108.4, Violation penalties, is hereby amended to read as follows:

108.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law. Any person violating any provision of this code or chapter is subject to punishment as provided in Section 1.08.010 and entitled General Penalty of the Georgetown Code of Ordinances.

Sec. 15.20.040. - Section 109, Means of Appeal, amended.

The Fuel Gas Code, Section 109, Means of Appeal, is hereby amended to read as follows:

Section 109 - Means of Appeal.

109.1 Application for appeal. Any person shall have the right to appeal a decision of the code official to the Building Standards Commission. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the code official within ~~20~~ 90 days after the notice was served.

109.1.2 Chapter 2.64. Building Standards Commission. Refer to Chapter 2.64 of the City of Georgetown Code of Ordinances for commission related to membership, appeals, hearings and policies as set forth by the City Council.

EXHIBIT I

CHAPTER 15.25 - EXISTING BUILDINGS CODE

Sec. 15.25.010. - Existing Buildings Code adopted.

- A. The provisions of the 2015 International Existing Building Code (IEBC) are hereby adopted by reference as if set forth in full, In this Chapter the 2015 International Existing Building Code shall be referred to as "this Code" and the Code shall apply to the repair, alteration, change of occupancy, addition, and relocation of existing buildings.
- B. Designated Officials. Within the code adopted in this section, reference is made to the duties of certain officials named therein; it is the intention of the City Council that the designated official of the City who duties corresponding to those of the named official in each respective code shall be deemed to be the responsible official in charge of enforcing the provisions of the respective code.
- C. A copy of the Code shall be placed in the Georgetown Public Library and on file at the office of the Building Official.

Sec. 15.25.020. - Section 101.1, Title, amended.

The Existing Building Code, Section 101.1 Title, is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Existing Building Code of City of Georgetown, Texas hereinafter referred to as "this code".

Sec. 15.25.030. - Work exempt from permit.

The Code, Chapter 1 "Administration", Section 105.2 "Work exempt from permit", for Building, Electrical, Gas, Mechanical and Plumbing is hereby deleted.

Sec. 15.25.040. - Temporary structures and uses.

The Code, Chapter 1, entitled " Administration"; Section 107.3 "Temporary Structures and Uses" is hereby deleted and replaced with the following:

"The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in the current adopted National Electrical Code (NFPA 70)."

Sec. 15.25.050. - Lowest floor elevation.

The Code, Chapter 1, entitled "Administration", Section 109.3.3 "Lowest floor elevation" is hereby deleted in its entirety.

Sec. 15.25.060. - Board of appeals.

The Code, Chapter 1, entitled "Administration", Section 112 "Board of Appeals" is hereby deleted in its entirety and replaced with the following:

"For the purpose of this Chapter, the Board of Appeals, as referenced throughout the Code shall be known as the Building Standards Commission, as appointed by the City Council of Georgetown, Texas. The Commission shall hear cases involving appeals, orders and decisions or determinations made by the Building Official or designee to the application and interpretation of this Chapter and the Code. Reference shall be made to Chapter 2.64 Building Standards Commission of the Georgetown Code of Ordinances and the Building Standard Commission By-Laws.

Section 112 – BOARD OF APPEALS

112.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the code official relative to the applications and interpretations of this code, there shall be an is hereby created a Building Standard Commission. The Building Standards Commission shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules and procedure for conducting its business.

Sec. 15.25.070. - Violations.

The Code, Chapter 1, entitled "Administration", Section 113 "Violation Penalties" is hereby deleted in its entirety and replaced with the following:

113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law. Any person violating any provision of this Chapter or the Code is subject to punishment as provided in Section 1.08.010 of the City of Georgetown Code of Ordinances.

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

The adoption of the 2017 National Electric Code allows The City of Georgetown to be on the same building code as a majority of other cities within Williamson County. This adoption will allow easier planning for developers. The following groups met with and supported the adoption of the 2017 National Electric Code and local amendments:

The city’s Building Codes Standard Commission and Chamber Development Alliance. This was presented to Council at the City Council meeting held on April 14, 2020.

FINANCIAL IMPACT:

..

SUBMITTED BY:

Cindy Gilbert

ATTACHMENTS:

2017 NEC Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING SECTION 15.16 “ELECTRIC CODE” OF THE CODE OF ORDINANCES PROVIDING FOR THE ADOPTION OF THE 2017 NATIONAL ELECTRICAL CODE AND CORRESPONDING LOCAL AMENDMENTS; PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the desire of the City Council of Georgetown, Texas to adopt, in all respects, the “2017 National Electrical Code,” with the associated local amendments relating to the building standards as set forth herein; and

WHEREAS, the City Council of Georgetown, Texas has found that the present electrical codes of the City of Georgetown has become obsolete and inadequate; and

WHEREAS, the City Council of Georgetown, Texas has determined that the adoption of the 2017 National Electrical Code is done to facilitate proper inspection activities by Georgetown, Texas relating to building standards within the corporate city limits of Georgetown, relating to public safety, health, and general welfare; and

WHEREAS, the Building Standards Commission, which has been appointed by the City Council, has (1) reviewed the effect of the proposed regulations; (2) held public hearings related to same; and (3) made recommendations to the City Council for adoption of the same, including amendments noted herein; and

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. Chapter 15.16, “Electrical Code,” is hereby amended in its entirety as shown on Exhibit A.

Section 4. All projects that are under construction and all projects with a complete applications for a building permit accepted by the City of Georgetown, Texas prior to the Effective Date of this shall be allowed to complete construction under the terms of the prior provisions of Section 15.16 and shall not be required to meet the requirements of the 2017 National Electrical Code. All permit applications submitted on or after the Effective Date of this Ordinance shall comply with the terms of Section 15.16 as amended by this Ordinance in its entirety.

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. All ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective on June 1, 2020 and 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

CHAPTER 15.16. - ELECTRICAL CODE

ARTICLE I. - GENERAL

Sec. 15.16.005. - Purpose and adoption of 2017 National Electrical Code.

The purpose of this Chapter to assist in safeguarding persons and property from hazards arising from the use of electricity. Except as otherwise specifically provided, all references to the term "Code" in this Chapter 15.16 shall be to the NFPA 70, 2017 National Electrical Code, published by the National Fire Protection Association, which is hereby adopted by reference as if set forth in whole except as otherwise specifically stated herein, and including the provisions of that Code pertaining to the registration with the City of Georgetown of the required State of Texas Electrical License for the protection of the public.

Sec. 15.16.010. - Enforcement of code provisions.

Article 90 of the Code, Introduction, is specifically adopted by the City. The administration and enforcement of this Chapter shall primarily devolve upon the City Building Official or his/her representative. They shall have the right to inspect and enter upon all premises and surrounding property and the public as a whole when applying current state law allowing right of entry. The Police Department, City Electrical Department and the Fire Department shall also be charged with the enforcement of this Chapter and shall, so far as possible, act to enforce this Chapter.

Sec. 15.16.020. - Appeals Board.

The Building Standards Commission shall be the appeals board for matters relating to interpretation and enforcement of the Code and to licensing registration. The Building Standards Commission will also consider appeals of any decisions made by a City Inspector in accordance with the By-Laws of the Building Standards Commission. The Building Standards Commission shall perform its duties in accordance with all applicable laws, including without limitation those ordinances and bylaws pertaining to the Building Standards Commission adopted and/or approved by the City Council.

Sec. 15.15.030. - Penalty for violation of Chapter.

Any person who shall violate any of the provisions of this Chapter or who shall fail to comply with the requirements of this Chapter shall be deemed guilty of a misdemeanor. Each and every day's continuance of any violation of the provisions of this Chapter shall constitute and be deemed a separate offense. In case of any such corporation, the officers and agents, and person or persons actually performing the work for such corporation shall be subject to the penalties herein provided. Any person violating any provision of this Chapter or the Code as adopted is subject to punishment as provided in Section 1.08.010 of the City of Georgetown Code of Ordinances.

Sec. 15.16.040. - Licenses—Registrations, permits required.

No person shall enter upon the erecting, construction, alteration or change of any electrical installation, work, wiring or fitting or electrical machinery covered by this Chapter until such person shall have first secured all necessary State of Texas license registration and permits as required by this Chapter.

Sec. 15.16.050. - Supervision of placement of wires, etc.

The City Electrical Department or a regular franchised utility company, is hereby authorized, empowered, and directed to have general supervision over the placing, stringing or attaching of telegraph, telephone, electric light or other wires and cables, and the placing of all poles and appliances, within their own system, so as to prevent fires, accident or injury to persons or property; to cause all such wires and electric lights to be so placed, constructed, and guarded as not to cause fire, accident, or endanger the life or property of any inhabitant of the city; and all such lights and wires or electrical apparatus now existing, as well as those hereafter constructed and placed, shall be subject to such supervision.

Sec. 15.16.060. - When wire is to be disconnected.

- A. In time of fire, severe weather conditions, or other emergency, where in the safety of lives or property may be endangered by the continued operation of electrical service wires or apparatus providing electrical current, such may be ordered disconnected by the City Electrical Department, the Mayor, the City Manager, Fire Chief, Emergency Operation Coordinator, the Building Official, the Inspection Services Staff or the Chief of Police. Any such order shall be binding on every person owning or controlling such wire or apparatus and such wires or apparatus as may be designated by any of the above authorized officials shall be promptly disconnected and left disconnected until authorization from the City Building Official or designee is given to the electrical utility company for reconnection.
- B. The City Utility Department shall request the electrical service to be disconnected from any building and/or premises, except private residences and/or apartment buildings used as residences, each time such buildings or premises have a change of occupants and shall not be reconnected until authorized by the City Building Official or designee.
- C. The City Utility Billing Department shall request the electrical service be disconnected for private residences and/or apartment buildings when the occupant or owner, or the City Building Official or designee requests such action. The utility company shall not again supply electricity to such residence and/or apartment building until authorized to do so by the City Building Official or designee.
- D. The owners and/or the new occupants of such disconnected buildings and/or premises shall make application to the City Building Official or designee for the inspection. The fee for such inspection shall be set by the City Council. The electrical inspector shall make the inspection as soon as practicable, exclusive of Saturdays, Sundays, and holidays, after such application is made.

ARTICLE II. - STATE OF TEXAS LICENSE REGISTRATION

Sec. 15.16.080. - Definition.

For the purpose of this Chapter, the "Commission" shall mean the Building Standards Commission of the City of Georgetown.

Sec. 15.16.100. - Categories of electricians.

The City of Georgetown recognizes the same categories of electricians as the State of Texas as set forth in Chapter 1305 of the Texas Occupations Code.

Sec. 15.16.110. - Supervision.

All work shall be done under the general supervision of a licensed Master Electrician.

Sec. 15.16.120. - Qualifications—Requirements for registration of State licenses.

Any person meeting the requirements of the State of Texas for a particular category of license and possessing a valid license issued by the State of Texas shall be qualified to register that license in the City of Georgetown.

Sec. 15.16.140. - Examinations of electricians.

Examinations will be conducted by the State of Texas in accordance with the Texas Electrical Safety and License Act.

Sec. 15.16.160. - Registration

All electricians will register with the City of Georgetown at the Building Office prior to commencing any work. Every application shall show a valid State of Texas Driver's License Number, and provide the full name, date of birth, weight, height, color of eyes, color of hair, gender, residence address, business address, and a photo ID of the applicant issued by a government agency. The applicant shall be required to have his/her license and registration in his/her possession at all times while on the job.

Sec. 15.16.200. - Transfer.

It is unlawful for any person to transfer his/her electrician's State of Texas license or City of Georgetown registration to allow the use of this license directly or indirectly by another person for the purpose of obtaining a permit to do electrical work. It is unlawful for any person not holding a State of Texas license or City of Georgetown registration to use the same of another, for purpose of doing electrical work or securing a permit to do electrical work.

Sec. 15.16.220. - Revocation of registration.

- A. An electrical registration of any class issued by the City under the provisions of this Chapter may be suspended or revoked upon the unanimous decision of the Commission.
- B. Registrations may be suspended or revoked should the holder violate any provisions of the Code as adopted, State Law or City Ordinance or regulation relating to or governing electrical wiring, repairing or construction. In the event termination of a suspension or revocation of an electrical license registration should fall within the next registering year.
- C. No registration shall be suspended or revoked unless the registrant shall have been given an opportunity to appear and be heard by the Commission. The registrant shall have at least ten days written notice specifying the reason(s) for suspension or revocation.
- D. Certain Acts Prohibited. It shall be a violation of this Code for any person:
 - 1. To display, permit to be displayed or to have in one's possession, any instrument purporting to be a registrant issued pursuant to this Code and the State of Texas license, knowing such instrument to be fictitious, canceled, suspended, revoked or altered.
 - 2. To knowingly lend, transfer or permit the use of any registration for the purpose of performing or obtaining a permit for electrical work, to any person not entitled thereto under the provisions of this Code or the State of Texas.
 - 3. To fail or refuse to surrender to the City Building Official or designee, on demand, an electrician's registration, which has been canceled, suspended, revoked or altered as provided by law.
 - 4. To apply for, or have in one's possession, more than one current license of the same type provided for in this Code or the State of Texas.

5. To use a false or fictitious name or address in any registration application, renewal, or duplicate request, or knowingly make a false statement, conceal a material fact or otherwise commit fraud in making said application, renewal or duplicate request.
6. To employ as a Master, Journeyman, or Apprentice Electrician any person not then licensed as provided in this Code or the State of Texas.
7. To perform any electrical work requiring a State of Texas license or City of Georgetown registration, without said license/and or City registration or while said license is suspended or canceled.
8. To perform electrical work in any manner in violation of any restrictions imposed on a licensee.
9. To perform electrical work as a Journeyman or Apprentice Electrician on a job while not employed under the supervision of the Master Electrician of record of said job.
10. To fail to request a final inspection upon completion of all electrical wiring and installation requiring a permit.
11. To use a Contractors License to secure a permit while not a Master Electrician or having a Master employed by the person holding the Contractors License.
12. To perform electrical work as a licensed electrician or person for hire on any job permitted under a home owners permit or to secure a home owners permit and then allow someone else to perform the work.

Sec. 15.16.250. - Suspension/penalties.

- A. The registration of any person may be suspended upon determination by the Commission that said registrant has committed any of the following offenses:
 1. Taking out a permit in the name of person authorized to do the electrical work and thereafter permitting a person not authorized by this Code to perform the electrical work.
 2. Tampering with, diverting from or in any way interfering with the proper action or registration of any electric meter.
 3. Violating any provision of this Code, State law, City Ordinance or regulation relating to or governing electrical wiring, repairing, or construction while on probation imposed by the Commission.
 4. Violating a term of probation or suspension.
- B. Suspension provided for in this Code shall in the first instance be for a period of up to six months. For subsequent offenses said suspension shall be for a period of up to one year.
- C. The suspension of any registration may be extended for a like period as the original suspension upon a final determination by the Commission that a registrant has been performing electrical work while his/her registration is suspended. Said suspension extension may be in addition to any other penalty assessed, as provided in this Code.

Sec. 15.16.260. - Surrender and return of registration.

Any registration which has been suspended pursuant to this Code shall be surrendered to and retained by the City Building Official or designee. At the end of the period of suspension, the

surrendered registration shall be returned to the registrant and be valid under the provisions in this Chapter, provided:

- A. No further violations of this Chapter or the Code are committed by suspension period;
and
- B. if the period of suspension extends beyond the normal expiration date of said registration, the registrant has paid all fees in accordance with this Chapter.

ARTICLE III. - PERMITS AND INSPECTIONS

Sec. 15.16.280. - Inspection does not relieve owner responsibility.

This article shall not be construed to relieve from or lessen the responsibilities of any person who owns, operates, or installs electrical wires, appliances, apparatus construction, or equipment for the damage to property or persons, injured by any defect therein nor shall the City or any agent thereof be deemed to assume any such liability by reason of the inspection authorized herein or the certificate of inspection issued by the City Building Official or designee.

Sec. 15.16.290. - Permits required.

- A. No person shall commence the erection, construction, alteration or change of any electrical installation, machinery, apparatus, work or wiring in the City until a permit has been issued by the City Building Official or designee covering each installation to be made.
- B. When any wiring or apparatus is installed in such a manner that the same could be used for electric light or power purposes, it shall be deemed that the wiring or apparatus is used for such purposes and permit shall be required and inspection made as provided for such purpose.
- C. It shall be unlawful for the City Electric Department to do any wiring of any nature in or on any building, except power houses and substations of electric light, heat and power companies operating under a franchise granted by the City, for which a permit has not been issued, or to make any electrical connections to any building or electrical wiring or apparatus until a certificate of inspection or written statement authorizing connection has been issued by the City Building Official or designee. All persons operating under a regular franchise granted by the City shall, upon written notice by the City Building Official or designee, disconnect any circuit, main service wires, branch feeder wires, or distribution system, as designated by such notice, and shall not reconnect such installation except upon written permission from the City Building Official or designee.
- D. No permit shall be required for the installation of wires to operate telephone, telegraph or district messenger services, or repair or replacement of the same electrical equipment wiring or apparatus.

Sec. 15.16.300. - To whom permits shall be issued.

Permits required by the provisions of this article shall be issued only to those persons who have secured a State of Texas Electrical Contractor's and Electrical Sign Contractor's License and have registered with the City or his/her representative under the provisions of this Chapter or to a person whose home is owned and occupied by him/her.

Sec. 15.16.310. - Permit fees.

- A. Permit fees for Electrical work shall be set forth by the City Building Official or designee and adopted by the City Council.
- B. In case any work, for which a permit is required by this Chapter, is started prior to obtaining said permit, the fee above specified shall be doubled. The payment of such doubled fee shall not relieve any person from fully complying with the requirements of this Chapter in the execution of work nor from other penalties prescribed herein.

Sec. 15.16.320. - Issuance—Electrical permit.

The City Building Official or designee shall issue an electrical permit showing the permit number, the building or house number, a description of the work to be conducted, and the name of the contractor.

Sec. 15.16.330. - Construction power service, general.

Construction power services shall be authorized for a period of time necessary for completion, final inspection, and testing of the building or structure's electrical system. This service is not to exceed six months for dwelling unit or one year for commercial or institutional occupancies. An extension may be granted by the City Building Official or designee for up to three months on dwelling unit construction sites and six months on commercial or industrial sites. Construction power service can be ordered disconnected at any time by the City Building Official or designee when the installation is declared unsafe or construction work ceases for a period of one month. Reconnection of construction service thus ordered shall not be reconnected until approved by the City Building Official or designee and a renewal fee is paid to the City utility department.

A. Temporary Construction Power Poles. A temporary construction power pole shall be authorized to service not more than one construction site and only when the following requirements are met:

1. The responsible contractor applies for service at the City Utility Office; furnishes the assigned address for the site involved; certifies that a temporary metered construction power pole meeting city standards has been erected on the site within 60 feet of utility pole which is capable of providing the service; and the site has been marked with an address-sign clearly visible from the street.
2. The temporary power pole shall be long enough in length to be a minimum of 12 to 14 feet above grade after installation. Pole shall be set in the earth and shall be guyed to withstand lateral pressures of the service under normal weather and wind conditions and will provide a 12-foot clearance over driveways and an 18-foot clearance over public streets.
3. The temporary power pole shall be grounded as per City of Georgetown requirements and have a metered service of sufficient size to meet the construction needs. All receptacle outlets shall be protected by G.F.C.I.'s as required per Article 590.6 of the Code.

B. Permanent Construction Service. Permanent construction service may be authorized for a building or structure under construction provided that:

1. The permanent service equipment has been installed and the building is dried-in.
2. The service disconnect and service grounding system has been completed.
3. All construction feeders and branch circuits to be activated are installed and properly safe-guarded from electrical shock and overload.

4. A notice is posted on the main disconnect and all activated main and sub-panels indicating they are in-service and are not to be opened except by the responsible electrical contractor.
5. The system has been inspected and approved by the City Building Official or designee.
6. The fuses in the main disconnect switch or the breaker shall be in place when the City Building Official or designee performs the permanent power inspection of the electrical work.

Permanent construction service will be required on the building or structure prior to final inspection and certification by the City Building Official or designee.

Sec. 15.16.340. - Inspections.

Inspections by the City Building Official or designee shall be requested by the person performing electrical work for which a permit has been issued. The electrical inspector shall make the inspection as soon as practicable exclusive of Saturdays, Sundays, and holidays. The electrical contractor, electrical sign contractor or the Master Electrician responsible may be required to be present at the construction site during the final inspection.

Sec. 15.16.350. - Work not to be concealed.

Work will not be concealed until inspected and approval given of such work by the City Building Official or designee.

Sec. 15.16.370. - Approval tag.

After inspecting any electrical wiring, the City Building Official or designee shall leave notice in the form of a tag or label attached to the service entrance switch; which such notice shall clearly state whether the wiring is approved or is to be kept open for correction.

Sec. 15.16.380. - Defective workmanship.

Any person engaged in the business of electrical construction or the installation of wiring or apparatus for electric light or power in the City who shall fail to correct any defect(s) in any work done by him after having been notified of such defect(s) by the City Building Official or designee and given a specified period of time within which to make such correction and fails or refuses within such time to correct such defect(s) in conformity with this Chapter or the lawful orders of the City Building Official or designee, shall not be issued any further permits until such defect(s) have been corrected. On any case in which any person shall continue to or persistently violate the provisions of this Chapter or the orders of the City Building Official or designee in relation to the same, the license of such person may be suspended or revoked upon recommendation by the Commission.

Sec. 15.16.390. - Certificates of inspection.

On the satisfactory completion of the work covered by a permit in accordance with all ordinances and laws, the City Building Official or designee shall issue a certificate of inspection. The certificate of inspection shall certify that the work is in accordance with the rules governing the respective class to which it belongs.

Sec. 15.16.400. - Effect of nonconforming existing work on issuance of certificate of inspection.

Where a permit is issued for an addition to existing work, wherein the new work is satisfactorily completed, but the existing work to which it is connected does not conform to the rules laid down by this Chapter, the City Building Official or designee shall issue a written statement to the effect that the new work complies with the rules, but that the existing work may not comply with the provisions of this Chapter. This statement shall constitute notice to the owner or other interested party that the entire installation may not comply with the provisions of this Chapter and may not prevent the issuance of a completion certificate for the new work.

Sec. 15.16.410. - Refusal of certificate of inspection.

The City Building Official or designee is hereby given the authority to refuse to issue a certificate of inspection for any addition, or extension to any electrical wiring in or on any building wherein it is determined that the wiring is in an unsafe condition. The City Building Official or designee shall refuse to issue a Certificate of Inspection and no electric light and power company shall connect electrical current to the same if any violations of this Chapter exist.

Sec. 15.16.420. - Routine inspection.

It shall be the duty of the City Building Official or designee to inspect all electrical wiring and apparatus in the city at any time in order to ascertain whether such electrical wiring or apparatus is in any respect dangerous to life or property; and, if any part of such electrical wiring or apparatus is found to be in a defective or dangerous condition, the City Building Official or designee shall have the authority to take whatever action is necessary for safety of life and property. City Building Official or designee shall notify the property owner or tenant within a reasonable time of any defect and/or action taken. If the owner of such defective wiring or equipment shall refuse or fail to comply with this requirement, he/she shall be held to be in direct violation of this Chapter.

Sec. 15.16.430. - Commercial buildings—Raceways.

- A. All commercial buildings shall be wired in raceways;
- B. All existing commercial buildings and those buildings used as residential-use buildings and thereafter converted to commercial usage, the requirement for the installation of raceway will be determined on a case by case basis by the City Building Official or designee and/or Building Standards Commission.

ARTICLE IV. - TECHNICAL PROVISIONS

Sec. 15.16.440. - 2017 National Electrical Code.

- A. The governing edition of the 2017 National Electrical Code shall be that edition accepted by an adopting ordinance approved by the Commission and enacted by the City Council for the City of Georgetown.
- B. In the installation, construction, erection, repair, and maintenance of all electrical wiring and apparatus, the rules and the requirements of the 2017 National Electric Code, as published by the National Fire Protection Association, together with such

requirements and rules as are provided herein, shall be complied with and become a part of this Code.

- C. In the event of any conflict between the provisions of this Chapter and the National Electrical Code, the more stringent of the two Codes, as interpreted by the City Building Official or designee, shall prevail.

Sec. 15.16.450. - Services—Location.

All service entrance wires into a building shall be located at a point on the building specified by the City Electrical Department. Where practical, all service conduits shall be extended through the outside building wall on a street or alley side at such point as will avoid open service wires being placed over roofs or through courts, light and ventilating shafts, and over adjoining property.

Sec. 15.16.460. - Service—Support.

- A. Where service wires enter a building through stucco, tiles, brick or other masonry walls, substantial support for the service wires must be provided, such support to be able to withstand the strain and weight of service drop and shall be installed by the contractor during the construction of the supporting wall and the location of same shall be designated by the City Electrical Department.
- B. Where service wires enter a building through other type walls, substantial support for the service must be provided, such support to consist of an approved one point terminal insulator of sufficient size to support the service for the distance and size wire involved, bolted through a major structural member of the building or structure and installed prior to the electrical rough-in inspection by the contractor.

Sec. 15.16.470. - Service—Entrance.

All service entrance wires making overhead entrances into buildings shall be carried in metal conduit with weatherproof service head, and the conduit shall be brought from the entrance to the fuse switch or breaker. The service entrance to the service switch cabinet shall be as short as possible, but in no case greater than three feet within the building without the special permission from the City Building Official or designee. Length of outside service wire extension beyond service head shall not be less than two feet.

Sec. 15.16.480. - Service—Mast.

A service mast is a service which penetrates a roof or supports a service drop. A mast shall be used anytime proper clearance cannot be achieved without penetrating the roof. A mast shall conform to the following specifications:

- A. Minimum two-inch IMC or galvanized rigid conduit;
- B. No coupling above the roofline;
- C. Mast must penetrate a minimum of 18 inches above roof measured on the high side of conduit;
- D. Any mast over three feet in length (measured from high side of conduit) must be properly guyed so as to relieve the strain of the service drop; and
- E. Properly installed flashings and fittings must be installed to prevent leakage.

Sec. 15.16.490. - Service lateral.

- A. Underground secondary service conductors shall be run in two-inch schedule 40 PVC conduit or better;
- B. Conduit trenches shall be left open until they are inspected and approved by the City Building Inspection Department or the City Electrical Department;
- C. Greater than 200 amp services for Laterals shall be installed in a minimum three-inch Raceway.

Sec. 15.16.500. - Service disconnects.

- A. Single-family residences shall have a single current limiting service disconnect located or adjacent to its primary service equipment. This disconnect must be located on the building and not be a part of City distribution equipment. No line side taps shall be allowed.

Sec. 15.16.510. - Meters—Types.

City Electric Department shall determine the type of metering and its location.

Sec. 15.16.520. - Meters—Installation.

- A. The meter shall be installed outside the building unless special permission is granted by the City Electrical Department.
- B. Under no circumstances shall any meter be moved or relocated unless authorization is given by employees of the City Electrical Department.
- C. For one- and two-family dwelling and commercial applications—Meters shall be placed between four feet and six feet above the finished grade measured to center of meter can. The City Electrical Department will furnish the meter can, but the contractor shall install them. If the height exceeds six feet special permission is required by the City Electrical Department.
- D. For three or more meters installed in anyone location, meters shall be installed not less than four feet from finished grade and no more than six feet from finish grade. Special installation shall be approved by the City Inspection Department or City Electrical Building Official.

Sec. 15.16.530. - Circuit wire sizes—Copper.

- A. Wire of size not smaller than No. 12 AWG shall be used for lighting distribution circuits from panels to outlets.
- B. Exceptions are in residential installations wherein No. 14 AWG wire may be used for switch legs serving not more than 600 watts. All utility outlets shall be minimum No. 12 AWG.
- C. Control wiring maybe a No. 14 AWG conductor and must be fused by not more than 15 amperes.
- D. Electrical conductors of No. 14 AWG for branch circuits shall not be allowed.

Sec. 15.16.540. - Aluminum conductors.

- A. Aluminum and copper-clad aluminum conductors of sizes smaller than No. 6 AWG shall not be used.

- B. Aluminum and copper-clad aluminum conductors of sizes No. 6 AWG and larger may be used with approved devices and terminals provided suitable oxidation inhibitors are used on all terminals, and splices are made as specified in a UL listing for the device being used.

Sec. 15.16.550. - Installation of outlets, switches, receptacle boxes, smoke detectors.

- A. All lighting outlets, switches, and receptacle boxes shall be attached to the wood, steel, drywall or masonry framing of the building in accordance with the manufacturer's written instruction.
- B. All switch and receptacle devices will be U.L. approved. No "quick wire" devices are allowed. Wiring must be attached to the device with factory screws or factory screw and pressure plates. No push in pressure devices shall be allowed; all smoke detectors shall be connected to a single dedicated circuit.
- C. GFCI's installed in the kitchens and bathrooms shall be provided with a re-set type of receptacle outlets in the kitchen and bathroom areas and not at one point of re-set such as the main disconnect panel.

Sec. 15.16.560. - Outlets—Residential.

- A. For general wiring of dwellings restricted to residential use, including apartments, hotels and motels, not more than 12 outlets shall be permitted on any one branch circuit.
- B. Refrigerator shall be on a dedicated circuit.
- C. In the kitchen, pantry, breakfast room, dining room, or similar area of a dwelling unit, the two or more 20 ampere small appliance branch circuits shall consist of no more than six outlets on each circuit.

Sec. 15.16.570. - Grounding.

The grounding and bonding methods shall comply with 2017 National Electrical Code as adopted and as specified by this section for each service installed, including but not limited to:

- A. An underground metallic water pipe shall not be used as the only grounding electrode for a service;
- B. Primary Electrode: Due to the amount of rock in the Georgetown area, Article 250-52(A)3, "Concrete-Encased Electrode" shall apply to that of all new construction within the corporate city limits and the ETJ areas where the City of Georgetown supplies and inspects for Electrical service installations;
- C. The grounding and bonding systems for the new construction of Commercial and metal or steel structures shall meet the requirements of the 2017 National Electrical Code and those as specified herein;
- D. Bonding and/ or grounding conductors shall be installed so as to prevent contact between dissimilar metal(s);

- E. Gas piping shall not be permitted for use as a Grounding Electrode. This includes the following systems materials—Metal underground gas piping systems and aluminum.
- F. Corrugated Stainless Steel Tubing (CSST) shall be properly bonded and grounded in accordance with manufactures recommendations and specifications and in accordance with Section 250.104(B) of the 2017 National Electric Code.
- G. For that of existing structures where the encasement of the primary electrode in concrete is not feasible for a service up-grade, change out, repair, or addition of Services, at least one grounding electrode of the type specified in Article's 250-50 of the 2017 National Electrical Code as adopted shall apply;
- H. The interior metal water piping system shall be bonded to the service grounding system with a conductor as per the 2017 National Electrical Code as adopted, the point of attachment shall be accessible. This requirement shall apply to both new construction and up-grade, change out, repair, or addition of services of existing structures;
- I. All metallic water piping systems with a softener systems shall have a bonding jumper, #6 or larger, between incoming water supply piping and outgoing treated water piping; and shall be installed with an approved bonding clamp inside the wall with accessibility to the clamps;
- J. Two concrete encased electrodes shall be installed when the water piping is a non-metallic material; and
- K. Concrete encased electrodes shall be used for the grounding for light poles.

Sec. 15.16.580. - Safeguards.

A. Color Coding of Conductors:

1. Single Phase 120/240 Volt System.

Phase:	
A	Black
B	Red
Neutral	White

2. Three Phase 120/240 Volt center tap Delta System.

Phase:	
A	Black
B	Orange (high leg)

C	Red
Neutral	White

3. Three Phase 480 Volt Delta System.

Phase:	
A	Brown
B	Yellow
C	Purple

4. Three Phase 120/208 Volt WYE System.

Phase:	
A	Black
B	Red
C	Blue
Neutral	White

5. Three Phase 277/480 Volt WYE System.

Phase:	
A	Brown
B	Yellow
C	Purple
Neutral	Natural Gray

- B. Terminal blocks are to be used in the connection of conductors within gutters.
- C. On gutters serving new multiple services the electrical contractor will furnish terminal blocks with the capacity to serve the maximum number of available services (tenants).

D. When adding a meter (tenant) to an existing gutter service, the electrical contractor will be responsible for setting all meter cans and related equipment and furnishing tails long enough to access the existing terminal blocks. Georgetown Utility Systems will make connections after the service has passed inspection and meter is set. Under no circumstances is the electrical contractor to tie in the service before it is inspected.

E. All gutters shall be marked on the exterior with available voltage, amperage and phases.

Sec. 15.16.590. - Installation of cabinets and panel requirements.

A. All main and branch circuit panels shall be attached to wall or panel mountings with screws, studs, or toggle bolts.

B. All panels installed for electrical disconnecting means shall be installed with spare spaces and raceways for future use:

1. For each panel in residential buildings, a minimum of one spare one-inch raceway shall be installed from the panel to an accessible location in the attic or crawlspace for recessed panels only. All disconnect panels installed in residential occupancies must be large enough to accommodate the present load requirements and have at least three spare circuits for future use.

2. For each panel installed in commercial buildings, the requirements for that of paragraph (1) of this section shall apply; except that all disconnect panels installed in commercial occupancies shall provide at least four spare circuits for future use.

Sec. 15.16.600. - Engineers seal required.

In accordance with the Texas Engineering Practice Act, all drawings pertaining to non-dwelling construction projects of 5,000 square feet or more shall bear the seal of an engineer licensed in the State of Texas. The Building Official is hereby authorized to require at his/her discretion, said seal to be placed upon drawings for non-dwelling construction projects of lesser square footage.

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

The adoption of the 2015 International Fire Code allows The City of Georgetown to be on the same fire code as a majority of other cities within Williamson County. This adoption will allow easier planning for developers. This will also help with the city’s Insurance Services Office (ISO) rating.

The following groups met and supported the adoption of the 2015 International Fire Code and local amendments:

The city’s Building Codes Standard Commission and Chamber Development Alliance.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

M. Heyward

ATTACHMENTS:

2015 IFC Adoption

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING CHAPTER 8.04 “FIRE PREVENTION CODE” OF THE CODE OF ORDINANCES PROVIDING FOR THE ADOPTION OF THE 2015 INTERNATIONAL FIRE CODE AND CORRESPONDING LOCAL AMENDMENTS; PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the desire of the City Council of Georgetown, Texas to adopt, in all respects, the “2012 International Fire Code,” with the associated commercial and residential code requirements and (appendices, errata, deletions, local amendments, and as amended in the future) relating to the fire prevention as set forth herein; and

WHEREAS, the City Council of Georgetown, Texas has found that the present fire codes of the City of Georgetown has become obsolete and inadequate; and

WHEREAS, the City Council of Georgetown, Texas has determined that the adoption of the 2012 International Fire Code is done to facilitate proper inspection activities by Georgetown, Texas relating to fire prevention within the corporate city limits of Georgetown, in extraterritorial jurisdiction of Georgetown, and for commercial buildings served by Georgetown utilities, relating to public safety, health, and general welfare; and

WHEREAS, the Building Standards Commission, which has been appointed by the City Council, has (1) reviewed the effect of the proposed regulations; (2) held public hearings related to same; and (3) made recommendations to the City Council for adoption of the same, including amendments noted herein; and

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. Chapter 8.04, “Fire Code,” is hereby amended in its entirety as shown on Exhibit A.

Section 4. All projects that are under construction and all projects with a complete applications for a building permit accepted by the City of Georgetown, Texas prior to the Effective Date of this shall be allowed to complete construction under the terms of the prior provisions of Chapter 8.04 and shall not be required to meet the requirements of the 2015 International Fire Code. All permit applications submitted on or after the Effective Date of this Ordinance shall comply with the terms of Chapter 8.04 as amended by this Ordinance in its entirety.

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. All ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective on June 1, 2020 and 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

EXHIBIT A

CHAPTER 8.04 - FIRE PREVENTION CODE

Sec. 8.04.010. - Fire code adopted.

- A. The provisions of the "International Fire Code," 2015 Edition, including Appendices B, C, D, E, F, G, H, I, K, L and M, with the specific local amendments set forth in this Chapter are hereby adopted. In this Chapter, the 2015 International Fire Code shall be referred to as the "Fire Code" and the Fire Code shall establish regulations affecting or relating to structures, processes, premises and safeguards.
- B. A copy of the Fire Code shall be placed at the Georgetown Public Library and on file at the office of the Building Official.

Sec. 8.04.020. - Section 101.1, Title, amended.

The Fire Code, Section 101.1 Title, is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Georgetown, Texas hereinafter referred to as "this code".

Sec. 8.04.030. - Subsection 101.2.1, Appendices, amended.

The Fire Code, Section 101.2.1, Appendices, is hereby amended to read as follows:

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted; therefore, the following appendices are adopted as part of this code:

APPENDIX-B fire-flow requirements for buildings

APPENDIX-C fire hydrant locations and distribution

APPENDIX-D fire apparatus access roads

APPENDIX-E hazard categories (as reference information)

APPENDIX-F hazard ranking

APPENDIX-G cryogenic fluids - weight and volume equivalents (as reference information)

APPENDIX-H hazardous materials management plan (hmp) and hazardous materials inventory statement plan (hmis) instructions

APPENDIX-I fire protection systems-noncompliant conditions

APPENDIX-K construction requirements for existing ambulatory care facilities

APPENDIX- L requirements for fire fighter air replenishment systems

APPENDIX- M high-rise buildings-retroactive automaticsprinkler requirement

Sec. 8.04.040. – Section 102.7 Referenced codes and standards, amended.

The Fire Code, Section 102.7, Reference codes and standards, is hereby amended to read as follows:

102.7 Referenced codes and standards. the codes and standards referenced in this code shall be those that are listed in chapter 80 (as amended), and such codes and standards shall be considered to be part of the requirements of this code to the prescribed extent of each such reference and as further regulated in sections 102.7.1 and 102.7.2.

Sec. 8.04.050 - Section 105.6.32, Open Burning, amended.

The Fire Code, Section 105.6.32, Open Burning, is hereby amended to read as follows:

105.6.32 Open burning. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Operational permits for recreational fires will be issued on an annual basis. Permits, shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled. Commercial burn permits will be issued to the name of the company that will be responsible. The permit shall be kept on site and readily available for view upon request at all times when burning. A permit shall be obtained from the City of Georgetown fire marshal's office at www.fire.georgetown.org. Persons who are issued an operational permit may have the permit revoked in the case of not adhering to the guidelines of the operational permit for a period of up to 24 months.

Sec. 8.04.060. - Section 108.1, Board of Appeals established, amended.

The Fire Code, Section 108.1, Board of Appeals established, is hereby amended to read as follows:

108.1 Board of appeals established. In order to hear and decide appeals of order, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the governing body and shall be referenced as the Building Standards Commission.

Sec. 8.04.070. - Section 108.3, Qualifications, amended.

The Fire Code, Section 108.3, Qualifications, is hereby amended to read as follows:

108.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training and are appointed in accordance to the City of Georgetown ordinance [2.64.010](#) created-membership or most current City ordinance that pertains to this matter.

8.04.080. - Section 108.4, Administrative Appeal, added.

The Fire Code, Section 108.4, Administrative Appeal, is hereby added to read as follows:

108.4 Administrative Appeal. Whenever a violation of this Code has been found and the applicant wishes to appeal the decision, because of code interpretation or unreasonable hardship, an appeal may be filed to the fire code official or an authorized representative, as follows:

1. An appeal shall be filed in writing to the Georgetown Fire Department, Fire and Life Safety Division.
2. The Fire Code Official, or an authorized representative, will hear the appeal within 10 working days of the receipt of the appeal.
3. Adequate information shall be provided by the applicant on the petition of appeal to fully describe the condition(s) in question.
4. The Fire Code Official, or an authorized representative, may use a hearing committee consisting of such staff as deemed appropriate to provide advice on a particular appeal.
5. The applicant may, but is not required to, meet with the Fire Code Official, or a authorized representative, to discuss the appeal.
6. If the appeal is denied, the applicant shall comply with the requirement(s) of the Fire Code and the administrative appeal decision or file an appeal to the Board of Appeals provided in section 108.1 of this code.

Sec. 8.04.090. - Section 109.4, Violation Penalties, amended.

The Fire Code, Section 109.4, Violation Penalties, is hereby amended to read as follows:

109.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than two thousand dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Sec. 8.04.100. – Section 111.2, Issuance – a stop work orders, amended.

The Fire Code, Section 111.2, Issuance – a stop work orders, is hereby amended to read as follows:

111.2 issuance. A stop work orders. Whenever any work or construction is being done contrary to the provisions to this Fire Code or without any permit or approval by the Fire Code, Fire Code Official, or the Fire Code Official's designee may order the work or construction stopped by notice in writing served on any person(s) engaged in performing or causing such work to be performed. Whenever work or construction is stopped in accordance with this section 4, a written notice to stop work issued and shall be posted on the property in a manner reasonably visible to any person that performs any work on the property. All persons shall then cease all work or construction on the property until authorized to proceed by the Fire Code Official. Any person failing to comply with a notice to stop work, or removing any notice to stop work from any premises without permission of the Fire Code Official shall be guilty of a misdemeanor.

Sec. 8.04.110. - Section 111.4, Failure to Comply, amended.

The Fire Code, Section 111.4, Failure to Comply, is hereby amended to read as follows:

111.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than two hundred dollars nor more than two thousand dollars.

Sec. 8.04.120. - Section 202, Definitions, added and amended.

The Fire Code, Section 202, Definitions, is hereby amended to include the following amended or added defined terms:

"Bed and Breakfast" means an owner-occupied private residential structure(s) used for the rental of overnight accommodations serving less than 16 occupants and whose owner serves breakfast at no extra cost to its lodgers.

"Board of Appeals" means a board of qualified members who are appointed to hear and decide appeals of orders, decisions, or determinations made by the Fire Code Official. For the purpose of this Code, Board of Appeals shall be synonymous with the Building Standards Commission.

"Driveway" means a vehicular ingress and egress route that serves no more than two buildings or structures, not including accessory structures, or no more than five dwelling units.

"Fire risk analysis" means an analytical review conducted by the Fire Code Official in accordance with nationally recognized standards to determine levels of fire protection requirements. The Fire Code Official utilizes NFPA 1142, the

International Wildland-Urban Interface Code or other nationally recognized codes and standards for conducting the review.

"Residential Group R-1" means residential occupancies containing sleeping units where the occupants are primarily transient, including:

Bed and Breakfast (transient) less than 16 occupants;
Boarding houses (transient) with more than 10 occupants;
Congregate living facilities (transient) with more than 10 occupants;
Hotels (transient); and
Motels (transient).

Sec. 8.04.130. – Section 307, Open burning, recreational fires and portable outdoor fire places, amended.

The Fire Code, Section 307 Open Burning, Recreational Fires and Portable Outdoor Fire Places, is hereby amended to read as follows:

Sec. 8.04.140. – SECTION 307.1 General, added.

The Fire Code, Section 307.1 General, is hereby added to read as follows:

307.1 GENERAL. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with the sections below.

Sec. 8.04.150. – SECTION 307.1.1 Prohibited open burning, added.

The Fire Code, Section 307.1.1 Prohibited Open Burning, is hereby added to read as follows:

307.1.1 PROHIBITED OPEN BURNING. Open burning shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous.

Sec. 8.04.160. – SECTION 307.1.2 Authorization, added.

The Fire Code, Section 307.1.2 Authorization, is hereby added to read as follows:

307.1.2 AUTHORIZATION. Where required by state or local law or regulations, open burning shall only be permitted with prior approval from the local authority (Georgetown Fire Department) and Texas Commission on Environmental Quality provided that all conditions specified in the authorization are followed. Persons who are issued an operational permit may have the permit revoked in the case of not adhering to the guidelines for a period of up to 24 months.

Sec. 8.04.170. – SECTION 307.1.3 Extinguishment Authority, added.

The Fire Code, Section 307.1.2 Extinguishment Authority, is hereby added to read as follows:

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307.1.3 EXTINGUISHMENT AUTHORITY. Where open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation.

Sec. 8.04.180. – SECTION 307.1.4, Permit Required, added.

The Fire Code, Section 307.1.4 Permit Required, is hereby added to read as follows:

307.1.4 PERMIT REQUIRED. An operational permit is required for the kindling or maintaining instructions and stipulations of the permit shall be adhered to permits, shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled. Commercial burn permits will be issued to the name of the company that will be responsible. The permit shall be kept on site and readily available for view upon request at all times when burning. A permit shall be obtained from the city of Georgetown Fire Marshal's office at www.fire.georgetown.org prior to kindling a fire for the following:

1. **CONTROLLED BURN.** A **controlled burn** is an open fire used for the burning of unwanted vegetation, fallen limbs, and leaves from the same property and requires an operational burn permit.

Operational Burn Permit Requirements (Residential Valid For 365 Days)

2. **BONFIRE.** A **bonfire** is defined as an outdoor fire utilized for ceremonial purposes and requires a bonfire permit. A bonfire shall not be conducted within 100 feet of a structure or combustible material. Conditions which could cause a fire to spread within 100 feet of a structure shall be eliminated prior to ignition. The fuel load of a **bonfire shall not exceed 10' x 10' in size.**

A Bonfire Permit Is Required and Is Only Valid Per Event

3. **PRESCRIBED BURN PERMIT.** A **prescribed burn** is defined as a fire used for the purpose of reducing the impact of a wildlife fire, crop management, general land clearing, and prevention of and control of diseased pests/animals. A prescribed fire is allowed within the county of Georgetown's fire district with issuance of a prescribed burn permit.

A Prescribed Fire Permit Is Valid 30 Days from Issuance

4. **COMMERCIAL BURN PERMIT.** A **commercial burn** is generally accomplished by general contractors in a commercial construction application using an **Air Curtain Incinerator (ACI)**: an incinerator that operates by forcefully projecting a curtain of air across an open chamber

or pit in which combustion occurs. Incinerators of this type may be constructed above or below ground and with or without refractory walls or floor. An air trench or burn box operation that promotes efficient burning, producing less smoke and less fire embers.

A Commercial Burn Permit requires a Site Approval by the Georgetown Fire Marshal's Office and is valid 30 Days from issuance.

Sec. 8.04.190. – SECTION 307.2 Open burning not requiring a permit, added.

The Fire Code, Section 307.2 Open Burning Not Requiring a Permit, is hereby added to read as follows:

307.2 OPEN BURNING NOT REQUIRING A PERMIT. The following types of outdoor fires do not require burn permits:

1. **COOKING FIRES.** A **cooking fire** is defined as an outdoor fire where fuel (wood, charcoal, natural gas or liquefied petroleum gas) is used in preparation of food prior to consumption. Fuel being burned is contained in a barbeque grill, barbeque pit, fire ring or similar container. The process of burning wood to create coal will be considered as part of the cooking process. Cooking fires are allowed in the city limits of Georgetown and Georgetown's Fire Response District without an operational permit from the Fire Department / Fire Marshal's office.

RULES FOR COOKING FIRES:

- a. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies of any multi-family structure (apartment complex) not equipped with a fire suppression sprinkler system.
- b. Charcoal burners and other open-flame cooking devices shall not be operated within 10 feet of combustible construction; this includes balconies and patios for any multi-family dwelling.
- c. It is highly recommended not to operate charcoal burners and open-flame cooking devices within 10 feet of combustible structures at single family residents.

2. **PORTABLE OUTDOOR FIRE PLACE.** A **portable outdoor fire place** is defined as a portable, outdoor, solid-fuel-burning fireplace that may be constructed of steel, concrete, clay, or other noncombustible material. A portable outdoor fireplace may be open in design or may be equipped with a small hearth opening and a short chimney or chimney opening in the top. Commercially available examples include chimineas, outdoor fireplaces and outdoor fire pits.

RULES FOR PORTABLE OUTDOOR FIRES:

Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet of a structure or combustible material.

- 3. RECREATIONAL FIRES.** A **recreational fire** is defined as an outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill or barbeque pit and has a **fuel area of 3 feet or less in diameter and 2 feet or less in height** for pleasure, religious, ceremonial, cooking warmth or similar purpose. Examples of this are traditional campfire rings or fire pits with fuel dimensions stated above. Recreational fires are allowed within the city limits of Georgetown and Georgetown's fire response district.

Note: Prohibited Materials: Fuel, for a recreational fire, will not include rubbish, construction waste, treated lumber, tires, electrical wiring, lead flashing, carpet, heavy oils, plastics, chemical waste or other synthetic materials.

RULES FOR RECREATIONAL FIRES:

- a. Recreational fires shall not be conducted within 25 feet of a structure or combustible material.
- b. Conditions which could cause a fire to spread within 25 feet of a structure shall be eliminated prior to ignition.

Sec. 8.04.200. – SECTION 307.3 Attendance, added.

The Fire Code, Section 307.3 Attendance, is hereby added to read as follows:

307.3 Attendance. A fire extinguisher with a minimum 4-a rating or other approved on site fire extinguishing equipment, such as dirt, sand, water barrel, garden hose, dozer, or water truck shall be available for immediate utilization. Burning shall be commenced and conducted only when wind direction and other meteorological conditions are such that smoke and other pollutants will not cause adverse effects to any public road, landing strip, navigable water, or off site structure. Open burning adversely effecting public health will be extinguished. Burning shall not be commenced when surface wind speed is predicted to be less than six miles per hour (mph) or greater than 23 (mph) during the burn period. With the exception of bonfires, cooking fires, recreational fires, and portable fireplace fires, permitted fires shall not be ignited prior to sunrise and shall be extinguished prior to sunset. All Texas Commission on Environmentally Quality (TCEQ) rules will apply for prescribed burning.

Sec. 8.04.210. - Section 503.1, Fire apparatus access roads, where required, amended.

The Fire Code, Section 503.1, Fire apparatus access roads, where required, is hereby amended to read as follows:

503.1 Fire apparatus access roads, where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3, and Appendix D.

Sec. 8.04.220. - Section 503.2, Fire apparatus access roads, specifications, amended.

The Fire Code, Section 503.2, Fire apparatus access roads, specifications, is hereby amended to read as follows:

503.2 Fire apparatus access roads, specifications. Fire apparatus access roads shall be installed and arranged in accordance with sections 503.2.1 through 503.-10, and Appendix D.

Sec. 8.04.230. – SECTION 503.2.1 Dimension, amended.

The Fire Code, Section 503.2.1 Dimension, is hereby amended to read as follows:

503.2.1 DIMENSION. No building of any type construction for occupancy shall be constructed in such a manner that any part of the structure is more than 150 feet from a public street or highway; provided, however, that such structure may be erected at a greater distance if the owner designates, constructs and maintains a fire lane having a minimum unobstructed width of 20 feet and a minimum height clearance of 14 feet terminating within 150 feet of the furthest set point of such structure.

Sec. 8.04.240. – SECTION 503.2.2.1 Fire lanes during a fire, added.

The Fire Code, Section 503.2.2.1 Fire lanes during a fire, is hereby added as follows:

503.2.2.1 Fire lanes during a fire. The Fire Code Official Is authorized to establish fire lanes during any fire, and to exclude all persons other than those authorized to assist in extinguishing the fire from within such lanes.

Sec. 8.04.250. – SECTION 503.2.2.2 Other fire lanes, added.

The Fire Code, Section 503.2.2.2 Other fire lanes, is hereby added as follows:

503.2.2.2. Other fire lanes. The Fire Code Official is authorized to establish such other fire lanes as deemed necessary for the safe and adequate movement of fire trucks and apparatus.

Sec. 8.04.260. – SECTION 503.2.2.4 Fire lanes near fire stations, added.

The Fire Code, Section 503.2.2.4 Fire lanes near fire stations, is hereby added as follows:

503.2.2.4. Fire lanes near fire stations. Fire lanes shall be established to

prohibit parking within 20 feet of the driveway entrance to any fire station and on the side of the street opposite of the entrance to any fire station within 75 feet of said entrance.

Sec. 8.04.270. – SECTION 503.2.2.5 Fire lanes violations, added.

The Fire Code, Section 503.2.2.5 Fire lanes violations, is hereby added as follows:

503.2.2.5. Fire lanes violations. It shall be unlawful for any owner, manager or person in charge of any premises to abandon or close such fire lane without written permission of the fire code official.

Sec. 8.04.280. – SECTION 503.2.2.6 Modifications, added.

The Fire Code, Section 503.2.2.6 Modifications, is hereby added as follows:

503.2.2.6. Modifications. Fire code official shall have power to modify any of the provisions of this section upon application in writing by to the owner of the property, or his duly authorized agent, when there are practical difficulties in application of the provisions of this section; provided, that the spirit of this section shall be observed, public safety secured, and substantial justice done. The particulars of such modifications when granted or allowed and the decision of the fire code official thereon shall be entered upon the records of the division and a signed copy shall be furnished to the applicant.

Sec. 8.04.290. – SECTION 503.2.3 Surfaces, added.

The Fire Code, Section 503.2.3 Surfaces, is hereby added as follows:

503.2.3 Surfaces. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all- weather driving capabilities. All fire lanes must be maintained and kept in a state of good repair at all times by the owner, manager or person in charge of the premises and the city bears no responsibility for the maintenance thereof.

Sec. 8.04.300. – SECTION 503.2.4 Turning Radius, amended.

The Fire Code, Section 503.2.4 Turning Radius, is hereby amended to read as follows:

503.2.4 Turning Radius. The required turning radius of a fire apparatus access road shall be determined by the fire code official, WHICH IS 25' INSIDE AND 50' OUTSIDE.

Sec. 8.04.310. – SECTION 503.3 Marking, amended.

The Fire Code, Section 503.3 Marking, is hereby amended to read as follows:

503.3 MARKING. Where required by the Fire Code Official, approved signs or other approved notices or markings that include the words fire lane tow away zone

shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. the means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

Sec. 8.04.320. – SECTION 503.3.1 Responsibly, added.

The Fire Code, Section 503.3 Responsibly, is hereby added to read as follows:

503.3.1. RESPONSIBLY. The owner, manager or person in charge of any building or property to which fire lanes have been approved or required by the fire code official shall mark and maintain said fire lanes.

Sec. 8.04.330. – SECTION 503.3.2 Details of fire lane marking, added.

The Fire Code, Section 503.3.2 Details of fire lane marking, is hereby added to read as follows:

503.3.2 DETAILS OF FIRE LANE MARKING.

1. All curbs and curb ends shall be painted red with four-inch white lettering stating “FIRE LANE—TOW AWAY ZONE”. The words “FIRE LANE” by themselves are not acceptable. wording may not be spaced more than 30 feet apart.
2. In areas where fire lanes are required but no continuous curb is available, one of the following methods shall be used, in conjunction with the curb markings, to indicate that the fire lane is continuous:

OPTION NO. 1: A sign 12-inches wide and 18-inches in height with red lettering on a white reflective background and border in red stating "FIRE LANE - TOW AWAY ZONE". The words "fire lane" by themselves are not acceptable. Sign shall be mounted conspicuously along the edge of the fire lane. Sign must be spaced no more than 30 feet apart at a minimum height of to 7 feet above finished grade.

OPTION NO. 2: From the point the fire lane begins to the point the fire lane ends, including behind all parking spaces which adjoin a fire lane, shall be marked with one continuous six to eight-inch red stripe painted on the drive surface behind the parking spaces. All curbing adjoining a fire lane must be painted red.

Sec. 8.04.340. – SECTION 503.3.3 Certain Subdivision Street fire lanes, added.

The Fire Code, Section 503.3.3 Certain Subdivision street fire lanes, is hereby added to read as follows:

503.3.3 Certain subdivision street fire lanes- In subdivision streets where parking is not allowed on one side or both sides of the street, fire lanes are required shall be marked and maintained in the following manner:

1. A sign 12-inches wide and 18-inches in height with red lettering on a white reflective background and border in red stating "FIRE LANE - TOW AWAY ZONE", along with the words "THIS SIDE OF THE STREET" or "BOTH SIDES OF THE STREET". The words "fire lane" by themselves are not acceptable. Sign shall be mounted conspicuously along the edge of the fire lane. Sign must be at the beginning of a street and spaced no more than 250 feet apart at a minimum height of 7 feet above finished grade.
2. Red stripes and curbs will contain the wording "NO PARKING - FIRE LANE" or "FIRE LANE - TOW AWAY ZONE" or combination of similar wording painted in is four-inch white letters. the words "fire lane" by itself is not acceptable. Wording must not be spaced more than 30 feet apart.

Sec. 8.04.350. – SECTION 503.3.4 Temporary special event fire lanes, added.

The Fire Code, Section 503.3.4 Temporary special event fire lanes, is hereby added to read as follows:

503.3.4. Temporary special event fire lanes. In areas where temporary fire lanes are required for special events, the following method shall be used:

1. A sign 12-inches wide and 18-inches in height with red lettering on a white background and border in red stating "NO PARKING - FIRE LANE - TOW AWAY ZONE". The words "fire lane" by themselves are not acceptable. Sign shall be mounted conspicuously along the edge of the fire lane without impeding sidewalks and spaced every 60-65 feet apart at a minimum height of 7 feet above finished grade.

Sec. 8.04.360. – SECTION 503.3.5 Unlawful, added.

The Fire Code, Section 503.5 Unlawful, is hereby added to read as follows:

503.3.5 UNLAWFUL. It is unlawful for any person to attempt or in fact alter, destroy, deface, injure, knock down or remove any sign designating a fire lane or tow-away zone erected under the terms of this code, or to deface a curb marking in any way.

Sec. 8.04.370. – SECTION 503.4 Obstruction of fire apparatus access roads, amended.

The Fire Code, Section 503.4, Obstruction of fire apparatus access roads, is hereby amended to read as follows:

503.4 OBSTRUCTION OF FIRE APPARATUS ACCESS ROADS. It is unlawful for any person to park, place, allow, permit or cause to be parked, placed, or remain unattended, any vehicle or similar obstruction within or upon an area designated as fire lane and marked by an appropriate sign or curb marking. Any vehicle or similar obstruction found parked or unoccupied within an area designated

as a fire lane as required by this section is declared a nuisance and may be towed without notice. Any such vehicle or similar obstruction parked or unoccupied in such a manner as to obstruct in whole or in part any such fire lane shall be prima facie evidence that the registered owner unlawfully parked, place, or permitted to be parked or placed such obstruction within a fire lane. The records of the state highway department or the county highway license department showing the name of the person to whom the highway license or boat or trailer license is issued shall constitute prima facie evidence of ownership by the named persons.

Sec. 8.04.380. – SECTION 503.4.1 Enforcement, added.

The Fire Code, Section 503.4.1, Enforcement, is hereby added to read as follows:

503.4.1 ENFORCEMENT. The Fire Chief, Fire Code Official, or the Chief of Police, or designees are authorized to issue parking citations for any vehicle or similar obstruction or to have said vehicle removed by towing it away without further notice. such vehicle or obstruction may be redeemed by payment of the towage and storage charges at the owner's expense. no parking citations shall be voided nor shall the violator be relieved of any penalty assessed by a judge of the municipal court for any violation of this provision by the redemption of the obstruction from the storage facility.

Sec. 8.04.390. – SECTION 503.4.2 Penalties, added.

The Fire Code, Section 503.4.2 Penalties, is hereby added to read as follows:

503.4.2 PENALTIES. Any person who shall violate any of the provisions of this section or fail to comply herewith, or shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which not appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the City, shall severally for each every violation and noncompliance respectively, be guilty of a misdemeanor.

Sec. 8.04.400. – SECTION 503.7 Plan Review, added.

The Fire Code, Section 503.7 Plan Review, is hereby added to read as follows:

503.7 PLAN REVIEW. The Fire Code Official shall approve or deny all designated fire lane locations along with appropriation option for marking such fire lanes. The contractor or person in charge of any construction site for commercial, industrial, mercantile, education, instructional, assembly, hotel, motel, multifamily dwelling, or mobile home park occupancies or for any other development for which the Fire Code Official deems appropriate, shall provide and maintain during construction an approved all-weather fire lane, not less than 20 feet in width, as

shown on approved plot plans. final paving of such fire lane shall be completed prior to issuance of any certificate of occupancy.

Sec. 8.04.410. – SECTION 503.8 Traffic control signaling devices, added.

The Fire Code, Section 503.8 Traffic control signaling devices, is hereby added to read as follows:

503.8 TRAFFIC CONTROL SIGNALING DEVICES. Fire apparatus access roads, which have new electronic traffic control signaling devices installed, shall include preemptive control equipment compatible with the fire department's existing system.

Sec. 8.04.420. – SECTION 503.9 Special event fire lanes, added.

The Fire Code, Section 503.9 Special event fire lanes, is hereby added to read as follows:

503.9 SPECIAL EVENT FIRE LANES. No person shall park a vehicle in any fire lane designated by the posting of a sign which complies with 503.3 option iii markings "fire lane markings" and being the portions of the following streets:

1. North side of 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, and 11th streets east of Martin Luther King Street and West of College Street.
2. West side of Forest Street, Rock street, Main Street, Church Street, Myrtle Street, Elm Street, and Ash Street North of University Street and South of 2nd Street.
3. all cars parked in violation of this section may be towed at the owner's expense.

Sec. 8.04.430. – SECTION 503.10 Fire apparatus access roads, added.

The Fire Code, Section 503.10 Fire apparatus access roads, is hereby added to read as follows:

503.10 Fire apparatus access roads, Traffic Control Signaling Devices. Fire apparatus access roads, which have new electronic traffic control signaling devices installed, shall include preemptive control equipment compatible with the Fire Department's existing system.

Sec. 8.04.440. – SECTION 505.1 Address Identification, amended.

The Fire Code, Section 505.1 Address Identification, is hereby amended to read as follows:

505.1 ADDRESS IDENTIFICATION:

Size of numbers required.

Address numbers shall be a minimum of four inches in height and shall be of a color contrasting with the color of the structure to which they are attached. The following guidelines shall be used to determine the size of address numbers required when attaching numbers to structures set back from the roadway with an unobstructed view:

DISTANCE FROM CENTERLINE OF ROADWAY TO STRUCTURE BEARING ADDRESS	SIZE OF ADDRESS NUMBERS
0—75 FEET	4—12 INCHES
75—150 FEET	12—20 INCHES
150—225 FEET	20—28 INCHES
OVER 225	APPROVAL OF BUILDING OFFICIAL

Sec. 8.04.450. - Section 507.1, Required water supply, amended.

The Fire Code, Section 507.1, Required water supply, is hereby amended to read as follows:

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. Where property is subdivided with or without the creation of public or private streets for the expressed purpose of providing said subdivided parcels for sale or otherwise permitting separate and/or individual development to occur, an approved water supply capable of supplying the projected fire flow for fire protection shall be provided and extended to serve directly any and all subdivided properties. The projected fire flow will be based on the greatest potential demand posed by any type of occupancy allowed by zoning laws on the projected property.

Exception: Additions to existing and newly constructed one- and two-family homes located in areas having substandard water supplies, where the development of full fire-flow is impractical, shall comply with the provisions of Appendix B Section B103 with the approval of the Fire Code Official.

Sec. 8.04.460. - Section 507.2.1, Private Fire Service Mains, amended.

The Fire Code, Section 507.2.1, Private Fire Service Mains, is hereby amended to read as follows:

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507.2.1 PRIVATE FIRE SERVICE MAINS. Private fire service mains and appurtenances shall be installed in accordance with NFPA 24 (2019 Edition).

Sec. 8.04.470. - Section 507.2.1.1, Flushing, added.

The Fire Code, Section 507.2.1.1, Flushing, is hereby added to read as follows:

507.2.1.1 Flushing. All private service mains including lead-in's and remote fire department connections shall be fully flushed per NFPA 24 guidelines before hydrostatically testing the line. flushing shall be through and open pipe for the lead-in's and fire department connections. the open pipe shall be of the minimum size outlined in NFPA 24 and not reduced. Private fire service mains serving only hydrants shall be flushed through the 5.25" hydrant outlet.

Sec. 8.04.480. - Section 507.2.2, Water tanks, amended.

The Fire Code, Section 507.2.2, Water tanks, is hereby amended to read as follows:

507.2.2 Water tanks. Water tanks for private fire protection shall be installed in accordance with NFPA 22 (2018 edition).

Sec. 8.04.490. - Section 507.3 Fire flow, amended.

The Fire Code, Section 507.3 Fire flow, is hereby amended to read as follows:

507.3 Fire flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method, and in accordance with Appendix B.

Sec. 8.04.500. - Section 507.4 Water supply test, added.

The Fire Code, Section 507.4 water supply test, is hereby added to read as follows:

507.4 Water supply test. The Fire Code Official shall be notified prior to the water supply test. Reference Georgetown Fire Departments Fire Protection Criteria Manual for water supply testing procedures.

Sec. 8.04.510. - Section 507.5, Fire hydrant systems, amended.

The Fire Code, Section 507.5, Fire hydrant systems, is hereby amended to read as follows:

507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and Appendix C.

Sec. 8.04.520. - Section 507.5.7 City of Georgetown Fire Hydrant Color Code System, added.

The Fire Code, Section 507.5.7 City of Georgetown Fire Hydrant Color Code System, is hereby added to read as follows:

507.5.7 City of Georgetown Fire Hydrant Color Code System. Private fire hydrant maintenance shall be in accordance with NFPA 291.

- a. All private hydrant barrels will be painted red with the bonnet painted using the hydrant flow standard in paragraph c of this section to indicate flow. It will be the customer's responsibility to test and maintain their private fire hydrant(s).
- b. All private fire hydrants should be inspected, maintained, and flow tested annually and color coded to indicate the expected fire flow from the hydrant during normal operation. Such color applied to the fire hydrant by painting the bonnet the appropriate color for the expected flow condition.
- c. **HYDRANT FLOW CODING STANDARDS.** Public hydrants will have the bonnets painted silver, the hydrants will be flow tested, and the bonnet painted using the hydrant flow standard in as follows:

Flow	Color
Greater than 1500 GPM	Blue
1000- 1500 GPM	Green
500-999 GPM	Orange
Less than 500 GPM	Red
Not working	Black or Bagged

Sec. 8.04.530. - Subsection 507.5.8, Reflective pavement markers, added.

The Fire Code, Section 507.5.8, Reflective pavement markers, is hereby added to reads as follows:

507.5.8 Reflective Pavement Markers. All fire hydrants shall be identified by the installation of approved blue reflective pavement markers.

Sec. 8.04.540. - Subsection 509.1, Sign Exhibits, amended.

The Fire Code, Section 509.1 Sign Exhibits, is hereby amended and reads as follows:

Section 509.1. Sign Exhibits. See Fire Department Signage Criteria Manual

Sec. 8.04.550- Subsection 509.1.2, Electrical service shutoff access, added.

The Fire Code, Section 509.1.2, Electrical service shutoff access, is hereby added and reads as follows:

509.1.2 Electrical Service Shutoff Access. Where electrical service shut off controls are located inside a building, a door providing direct access from the exterior to the room containing such shut off controls shall be provided where required by the Fire Code Official. At the discretion of the Fire Code Official, a remote shunt trip maybe required may be installed to disconnect electrical services.

Sec. 8.04.560 - Section 520, Automated External defibrillator (AED) Requirements, added.

The Fire Code, Section 520, Automated External defibrillator (AED) Requirements, is hereby added and reads as follows:

520 Automated external defibrillator (AED) Requirements.

Sec. 8.04.570.. - Subsection 520.1, Definitions, added.

The Fire Code, Subsection 520.1, Definitions, is hereby added to reads as follows:

520.1 Definitions.

"Automated external defibrillator (AED)" means a hear monitor and defibrillator that meets the requirements of the Texas Health and Safety Code and applicable federal laws, as amended.

"A person or entity that owns or possesses an automated external defibrillator" excludes vendors or dealers that own or possess AEDs solely for resale.

Sec. 8.04.580. - Subsection 520.2, Duties of AED Owner, added.

The Fire Code, Subsection 520.2, Duties of AED Owner, is hereby added to read as follows:

520.2 Duties of AED Owner. Any person who presently owns or acquires an AED on or after the effective date of this amendment, that is intended to be available or used by the public or onsite employees of any kind, other than vendors or dealers of AEDs owning or possessing AEDs solely for resale purposes, shall comply with the obligations in Subsections 520.2.1 through 520.4.

Sec. 8.04.590. - Subsection 520.2.1, Register the AED with the Georgetown Fire Department, added.

The Fire Code, Subsection 520.2.1, Register the AED with the Georgetown Fire Department, is hereby added to read as follows:

520.2.1 Register the AED with the Georgetown Fire Department. All AED owners shall register the AED with the Georgetown Fire Department. The registration shall include information about AED locations, the names of all persons expected to operate the AED, and dates of training. A form will be provided by the Georgetown Fire Department.

Sec. 8.04.600. - Subsection 520.2.2, Maintenance and Storage, added.

The Fire Code, Subsection 520.2.2, Maintenance and Storage, is hereby added to read as follows:

520.2.2 Maintenance and Storage. All AED owners shall inspect, test, store, maintain, and service the AED in accordance with all federal and state laws and regulations, and in accordance with any standards established by the AED manufacturer.

Sec. 8.04.610. - Subsection 520.2.3, AED Use, added.

The Fire Code, Subsection 520.2.3, AED Use, is hereby added to read as follows:

520.2.2 AED Use. AED owners shall notify the Georgetown Fire Department as soon as possible, but in no event later than 24 hours following any use of the AED, and provide the Georgetown Fire Department with information relevant to the incident, including but not limited to the date, time and location of use, name of person the AED was used upon, the printout from the AED, and the nature of other emergency response to the incident, including the name and address of any hospital, clinic, or medical provider to which the person was transported following the AED use.

Sec. 8.04.620. - Section 520.3, Use and Possession for training purposes, added.

The Fire Code, Section 520.3, Use and Possession for training purposes, is hereby added to read as follows:

520.3 Use and possession for training purposes. Any AED possessed and used solely for demonstration or training purposes, and which would not be operational in an actual emergency use situation shall be exempt from the registration requirements of this section. Any such AED shall be clearly marked on its exterior and readily identifiable as not appropriate for emergency use.

Sec. 8.04.630. - Section 520.4, AED Sales, added.

The Fire Code, Section 520.4, AED Sales, and Subsections, are hereby added to read as follows:

520.4 AED Sales. All persons selling an AED within the City, or which may reasonably be anticipated to be used within the city, shall:

520.4.1 Report of the Sale of the AED to the Georgetown Fire Department. The information to be reported shall include the date of the sale, manufacturer, model and serial number of the AED sold, the name and address of the seller, and the name and address of the purchaser, whether the AED sold is

new or previously used, and if known, the location where the AED is to be placed;
and

520.4.2 Purchaser Compliance with Law. The purchaser shall provide proof that it has or will have complied with the training and other requirements of this title at the time of transfer of the AED to the purchaser for deployment and use by the purchaser.

Sec. 8.04.640. - Section 901.2 Construction documents, amended.

The Fire Code, Section 901.2, Construction documents, is hereby amended to read as follows:

901.2 CONSTRUCTION DOCUMENTS. The Fire Code Official shall have the authority to require construction documents and calculations for all fire protection systems and to require permits be issued for the installation, rehabilitation or modification of any fire protection system. construction documents for fire protection systems shall be submitted for review and approval prior to system installation. reference Georgetown Fire Departments Fire Protection Criteria Manual for submittal requirements.

Sec. 8.04.650. - Subsection 901.4.7, Automatic sprinkler riser location, added.

The Fire Code, Subsection 901.4.7, Automatic sprinkler riser location, is hereby added to read as follows:

901.4.7 Automatic sprinkler system riser location. The automatic sprinkler system riser shall be installed within a building. An exterior door leading directly into the room containing the fire sprinkler riser and shut off controls shall be provided.

Sec. 8.04.660. - Section 901.5, Installation acceptance, amended.

The Fire Code, Section 901.5 Installation acceptance, is hereby amended to read as follows:

901.5 Installation acceptance testing. Fire detection and alarm systems, fire-extinguishing systems, fire hydrant systems, fire standpipe systems, fire pump systems, private service UNDERGROUND mains and all other fire protection systems and appurtenances thereto shall be subject to acceptance tests as contained in the installation standards and as approved by the fire code official. The fire code official shall be notified before any required acceptance testing.

Sec. 8.04.670. - Section 901.6.1, Fire Protection System Maintenance Standards, amended.

The Fire Code, Section 901.6.1 Fire Protection System Maintenance Standards, is hereby amended to read as follows:

Table 901.6.1 Fire Protection System Maintenance Standards

Portable fire extinguishers	NFPA 10	2018
Carbon dioxide fire-extinguishing system	NFPA 12	
Halon 1301 fire-extinguishing systems	NFPA 12A	
Dry-chemical extinguishing systems	NFPA 17	
Wet-chemical extinguishing systems	NFPA 17A	
Water-based fire protection systems	NFPA 25	2017
Fire alarm systems	NFPA 72	2019
Smoke and heat vents	NFPA 204	
Water-mist systems	NFPA 750	
Clean-agent extinguishing systems	NFPA 2001	

Sec. 8.04.680. - Section 901.6.1.1, WATER BASED SYSTEMS, added.

The Fire Code, Section 901.6.1.1, Water Based Systems, is hereby added to read as follows:

901.6.1.1 WATER BASED SYSTEMS. Owners are required to maintain their water based systems to the minimum requirements of NFPA 25 including but not limited to daily, weekly, monthly, quarterly, and semi-annual inspections. Georgetown Fire Department requires the annual and 5 year inspections be completed by a texas licensed sprinkler company and RME-I licensed individual registered under the Texas administrative code. the rme-i shall be onsite at all times during the annual and 5 year inspection.

Sec. 8.04.690. - Section 901.6.3, MAINTENANCE AGREEMENT, added.

The Fire Code, Section 901.6.3, Maintenance Agreement, is hereby added to read as follows:

901.6.3 MAINTENANCE AGREEMENT. A maintenance agreement, with a licensed fire protection company shall be provided to the fire marshal for each fire protection system at all times. Proof of maintenance agreement shall be provided during any system acceptance test.

Sec. 8.04.700. - Section 901.7, Systems out of service, amended.

The Fire Code, Section 901.7, Systems out of service, is hereby amended to read as follows:

901.7 Systems out of service. Where a required *fire protection system* is out of service, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall be either evacuated or an *approved* fire watch shall be provided for all occupants left unprotected by the

shutdown until the *fire protection system* has been returned to service. Where utilized, fire watches shall be provided with not less than one *approved* means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires.

Reference Georgetown Fire Departments fire protection criteria manual for “systems out of service and impairment guidelines”.

Sec. 8.04.710. - Section 903.1.2 Hydraulic Calculations, added.

The Fire Code, Section 903.1.2 Hydraulic Calculations, is hereby added to read as follows:

903.1.2 Hydraulic calculations. Hydraulic calculations for water based fire protection systems shall provide a safety factor at the base of the riser. The following are the minimal safety factors required.

1. Residential 13d and 13r – 10% or 5psi – (lesser of the system demand)
2. Commercial NFPA 13 – light hazard – 10% or 5psi – (lesser of the system demand)
3. Commercial NFPA 13 – ordinary hazard and above – 10psi or 10% (whichever is greater)
4. Standpipe and hose systems NFPA 14 - 10psi or 10% (whichever is greater)
5. Water spray fixed systems NFPA 15 - 10psi or 10% (whichever is greater)
6. Foam water sprinkler and foam water spray systems NFPA 16 - 10psi or 10% (whichever is greater)

Exception: a safety factor less than those defined in this section may be approved by the fire code official only if historical water supply data is available to demonstrate that the reasonable expected fluctuations will not cause the water supply to fall below the system demand.

Sec. 8.04.720. - Section 903.1.3, Remote area reduction, added.

The Fire Code, Section 903.1.3, Remote area reduction, is hereby amended to read as follows:

903.1.3 Remote area reduction. Remote area reductions allowed by NFPA 13 (2019) edition 19.3.3.2.3.1 are limited to light hazard occupancies.

Sec. 8.04.730. - Subsection 903.2.1.1, Group A-1, amended.

The Fire Code, Subsection 903.2.1.1, Group A-1, is hereby amended to read as follows:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464.52 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

4. The fire area contains a multi-theater complex.

Sec. 8.04.740. - Subsection 903.2.1.3, Group A-3, amended.

The Fire Code, Subsection 903.2.1.3, Group A-3, is hereby amended to read as follows:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464.52 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Sec. 8.04.750. - Subsection 903.2.1.4, Group A-4, amended.

The Fire Code, Subsection 903.2.1.4, Group A-4, is hereby amended to read as follows:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464.52 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Sec. 8.04.760. - Subsection 903.2.3, Group E, amended.

The Fire Code, Subsection 903.2.3, Group E, is hereby amended to read as follows:

903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 7,500 square feet (696.77 m²).
2. Throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.

Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior door at ground level.

Sec. 8.04.770. - Subsection 903.2.4 Group F-1, amended.

The Fire Code, Section 903.2.4 Group F-1, is hereby amended to read as follows:

903.2.4 Group F-1. An automatic system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet (464.52 m2).
2. A Group F-1 fire area is located on any floor.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet (929.03 m2).
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m2).

Sec. 8.04.780. - Subsection 903.2.7 Group M, amended.

The Fire Code, Section 903.2.6 Group M, is hereby amended to read as follows:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 10,000 square feet (929.03 m2).
2. A Group M fire area is located above first floor or below grade.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 20,000 square feet (1858.1 m2).
4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m2).

Sec. 8.04.790. - Subsection 903.2.8.4, Bed and Breakfast, added.

The Fire Code, Subsection 903.2.8.4, Bed and Breakfast, is hereby added to read as follows:

903.2.8.4 Bed and Breakfast. Accordance with section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exceptions shall apply solely to existing residential structures that meet one of the following:

1. Bed and Breakfast Residence
 - a. Less than 3 guestrooms with maximum occupancy of 4 guests.
 - b. All guestrooms with direct secondary egress.
 - c. Smoke Alarms
 - d. Carbon monoxide alarms.
 - e. Monitored alarm system.
 - f. Fire extinguishers.
2. Bed and Breakfast Inn
 - a. 3-5 guestrooms with maximum occupancy of 10 guests.
 - b. 13-D sprinkler system throughout the structure.
 - c. All guest rooms with direct secondary egress.

- d. smoke alarms
 - e. Carbon monoxide alarms.
 - f. Monitored alarm system.
 - g. Self-closing guestroom doors.
3. Bed and Breakfast Lodge
- a. 6-8 guestrooms with a maximum occupancy of 16 guests.
 - b. 13-R sprinkler system throughout the structure.
 - c. All guestrooms with direct secondary egress.
 - d. smoke alarms
 - e. Carbon monoxide alarms.
 - f. Monitored alarm system.
 - g. Self-closing guestroom doors.
 - h. Commercial hood system and pull stations.

Sec. 8.04.800. - Subsection 903.2.9, Group S-1, amended.

The Fire Code, Subsection 903.2.9, Group S-1, is hereby amended to read as follows:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

- 1. A Group S-1 fire area exceeds 5,000 square feet (464 m2).
- 2. A Group S-1 fire area is located above first floor or below grade plane.
- 3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 20,000 square feet (1858.1 m2).
- 4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m2).
- 5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m2).

Sec. 8.04.810. - Subsection 903.2.9.1 Repair Garages, amended.

The Fire Code, Subsection 903.2.9.1 Repair Garages, is hereby amended to read as follows:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

- 1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet (464 m2).
- 2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet (464 m2).
- 3. Buildings with repair garages servicing vehicles parked in basements.

4. A Group S-1 fire area used for the repair of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m2).

Sec. 8.04.820. - Subsection 903.2.10, Group S-2 enclosed parking garages, amended.

The Fire Code, Subsection 903.2.10, Group S-2 enclosed parking garages, is hereby amended to read as follows:

903.2.10 Group S-2 enclosed parking garages. An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the International Building Code as follows:

1. Where the fire area of the enclosed parking garage exceeds 10,000 square feet (929 m2); or
2. Where the enclosed parking garage is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

Sec. 8.04.830. - Subsection 903.2.11.3, Buildings three or more stories in height, amended.

The Fire Code, Section 903.2.11.3, is hereby amended to read as follows:

903.2.11.3 Buildings three or more stories in height. An automatic sprinkler system shall be installed throughout buildings three or more stories in height.

Exception: Open parking structures.

Sec. 8.04.840. - Subsection 903.2.13, Group B, added.

The Fire Code, Subsection 903.2.13, Group B, is hereby added to read as follows:

903.2.13 Group B. An automatic sprinkler system shall be provided for Group B occupancies where the fire area exceeds 10,000 square feet (929 m2).

Sec. 8.04.850. - Section 903.3.1.1 NFPA 13 Sprinkler System, amended.

The Fire Code, Section 903.3.1.1, NFPA 13 Sprinkler System, is hereby amended to read as follows:

903.3.1.1 NFPA 13 SPRINKLER SYSTEMS. Where the provisions of this code require that a building or portion thereof be equipped throughout with an *automatic sprinkler system* in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 (2019 edition) except as provided in sections 903.3.1.1.1 and 903.3.1.1.2

Sec. 8.04.860. - Section 903.3.1.1.1 Exempt locations, amended.

The Fire Code, Section 903.3.1.1.1, Exempt locations, is hereby amended to read as follows:

903.3.1.1.1 EXEMPT LOCATIONS. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an *approved* automatic fire detection system in accordance with section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from a room merely because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. A room where the application of water, or flame and water, constitutes a serious life or fire hazard as approved by the fire code official.

2. A room or space where sprinklers are considered undesirable because of the nature of the contents, where *approved* by the *fire code official*.

Sec. 8.04.870. - Section 903.3.1.2 NFPA 13R Sprinkler Systems, amended.

The Fire Code, Section 903.3.1.2 NFPA 13R Sprinkler Systems is hereby amended to read as follows:

903.3.1.2 NFPA 13R SPRINKLER SYSTEMS. *Automatic sprinkler systems* in group r occupancies up to and including four stories in height in buildings not exceeding 60 feet (18 288 mm) in height above grade plane shall be permitted to be installed throughout in accordance with NFPA 13r (2019 edition).

The number of stories of group r occupancies constructed in accordance with sections 510.2 and 510.4 of the *international building code* shall be measured from the horizontal assembly creating separate buildings.

Sec. 8.04.880. - Section 903.3.1.2.1 BALCONIES AND DECKS, amended.

The Fire Code, Section 903.3.1.2.1 BALCONIES AND DECKS is hereby amended to read as follows:

903.3.1.2.1 BALCONIES AND DECKS. Sprinkler protection shall be provided for exterior balconies, balcony closets, decks and ground floor patios (including entries) of *dwelling units* and *sleeping units* provided there is a roof or deck above. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch (25 mm) to 6 inches (152 mm) below the structural members and a maximum distance of 14 inches (356 mm) below the deck of the exterior balconies and decks that are constructed of open wood joist construction. Installation of dry sprinklers shall be in compliance with NFPA 13 and NFPA 13r 2019 edition. Reference Georgetown Fire Department fire protection criteria manual for dry sprinkler details

Sec. 8.04.890. - Subsection 903.3.1.3, NFPA 13D sprinkler systems, amended.

The Fire Code, Subsection 903.3.1.3, NFPA 13D sprinkler systems, is hereby amended to read as follows:

903.3.1.3 NFPA 13D sprinkler systems. Automatic sprinkler systems installed in one and two-family dwellings, Group R-3 and R-4 congregate living facilities, townhouses and bed and breakfast occupancies with a maximum occupancy of 10 guests shall be permitted to be installed throughout in accordance with NFPA 13D.(2013 2019 EDITION).

Sec. 8.04.900. - Subsection 903.3.5, Water supplies, amended.

The Fire Code, Subsection 903.3.5, Water supplies, is hereby amended to read as follows:

903.3.5 Water supplies. Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the AHJ.

Sec. 8.04.910. - Subsection 903.3.10, Backflow protection, added.

The Fire Code, Subsection 903.3.10, Backflow protection, is hereby added as follows:

903.3.10 Backflow protection. Modifications to water based fire protection systems without backflow protection will require the installation of a backflow preventer per the City of Georgetown's plumbing code.

Sec. 8.04.920. - Section 903.4, Sprinkler System Supervision and Alarms, amended.

The Fire Code, Section 903.4, Sprinkler System Supervision and Alarms, is hereby amended to read as follows:

903.4 Sprinkler system supervision and alarms. Valves controlling the water supply for *automatic sprinkler systems*, pumps, tanks, water levels and temperatures, critical air pressures and waterflow switches on all sprinkler systems shall be electrically supervised by a *listed* fire alarm control unit.

Exceptions:

1. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
2. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.
3. Valves located in a below grade vault/pit or exterior above grade protection cover that are locked.

Sec. 8.04.930. - Subsection 903.4.4, Jockey pump valves, added.

The Fire Code, Subsection 903.4, Jockey pump vales, is hereby added as follows:

903.4.4 Jockey pump valves. Jockey pump control valves shall be of the indicating type, electronically supervised, and slow closure as identified by NFPA 13

Sec. 8.04.940. - Subsection 903.4.5, Control valves, added.

The Fire Code, Subsection 903.4.5 Control valves, is hereby added as follows:

903.4.5 Control valves. Backflow prevention devices 2" and smaller shall be equipped with indicating and slow closure type.

Sec. 8.04.950. - Subsection 903.4.6, Supervisory switches, added.

The Fire Code, Subsection 903.4.6, Supervisory switches, is hereby added as follows:

903.4.6 Supervisory switches. Plug type supervisory switches will not be allowed as a method to supervise any control valve.

Sec. 8.04.960. – Section 905.2, Installation standard amended.

The Fire Code, Section 905.2, Installation standard, is hereby amended to read as follows:

905.2 Installation standard. Standpipe systems shall be installed in accordance with this section and NFPA 14 (2019 edition). Fire department connections for standpipe systems shall be installed in accordance with 912.

Sec. 8.04.970. - Subsection 905.2.2 Locking Caps, added.

The Fire Code, Subsection 905.2.2., Locking caps, is hereby added as follows:

905.2.2 Locking caps. Approved locking caps shall be provided on all hose valve connections for all standpipe systems.

Exception: the fire code official has the authority to allow standard hose valve caps in occupancies not susceptible to vandalism or accidental discharge.

Sec. 8.04.980. - Subsection 905.2.3 Hydraulic safety factor, added.

The Fire Code, Subsection 905.2.3, Hydraulic safety factor, is hereby added as follows:

905.2.3 Hydraulic safety factor. Class I standpipe systems shall be hydraulically designed with a 10% safety factor. Safety factor is from the base of the riser on automatic standpipe systems and at the FDC for manual standpipe systems.

Sec. 8.04.990. - Subsection 905.2.4 Class 1 Manual Standpipe systems, added.

The Fire Code, Subsection 905.2.4, Class 1 Manual Standpipe systems, is hereby added as follows:

905.2.4 Class 1 manual standpipe systems. Class 1 (wet or dry) manual standpipe systems shall be designed based on an engine/pumper providing 1250GPM at 150PSI at the FDC.

Sec. 8.04.1000. - Subsection 905.3.9, Travel distance, added.

The Fire Code, Subsection 905.3.9, Travel Distance, is hereby added as follows:

905.3.9 Travel distance. Class 1 standpipe shall also be required on all occupancies in which the distance from accessible points for fire department ingress to any point in the structure exceeds two hundred fifty feet (250') along the route that a fire hose is laid as measured from the fire lane.

Sec. 8.04.1010. - Section 905.4, Location of Class I standpipe hose connections, amended.

The Fire Code, Section 905.4, Location of Class I standpipe hose connections, is hereby amended to read as follows:

905.4 Location of class i standpipe hose connections.

Class I standpipe hose connections shall be provided in all of the following locations:

1. In every required *interior exit stairway*, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise *approved by the fire code official*.
2. On each side of the wall adjacent to the *exit* opening of a horizontal *exit*.

Exception: where floor areas adjacent to a horizontal *exit* are reachable from an *interior exit stairway* hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the horizontal *exit*.

3. In every *exit* passageway, at the entrance from the exit passageway to other areas of a building.

Exception: where floor areas adjacent to an exit passageway are reachable from an *interior exit stairway* hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the entrance from the exit passageway to other areas of the building.

4. In covered mall buildings, adjacent to each exterior public entrance to the mall and adjacent to each entrance from an *exit* passageway or *exit corridor* to the mall. In open mall buildings, adjacent to each public

entrance to the mall at the perimeter line and adjacent to each entrance from an exit passageway or exit corridor to the mall.

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a hose connection located on the roof or at the highest landing of stairways with stair or ladder access to the roof. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes. Hose valves located on the roof shall be controlled on the roof and installed in a manner to prevent freezing.

6. Where the most remote portion of a nonsprinklered floor or story is more than 150 feet (45 720 mm) from a hose connection or the most remote portion of a sprinklered floor or story is more than 200 feet (60 960 mm) from a hose connection, the *fire code official* is authorized to require that additional hose connections be provided in *approved* locations.

Sec. 8.04.1020. - Subsection 905.8.1, Standpipe supervision, added.

The Fire Code, Subsection 905.8.1 Standpipe supervision, is hereby added as follows:

905.8.1 Standpipe supervision. All dry standpipe systems shall be monitored with a minimum of 10 psi and a maximum of 40 psi air pressure with a high/low alarm and supervised with the guidelines of NFPA 72.

Sec. 8.04.1030. - Section 906.2, General Requirements, amended.

The Fire Code, Section 906.2 General Requirements, is hereby amended to read as follows:

906.2 General requirements. Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10 (2018 edition).

Sec. 8.04.1040. - Subsection 907.2.9.1, Manual Fire alarm system, amended.

The Fire Code, Subsection 907.2.9.1, Manual Fire alarm system, is hereby amended to read as follows:

907.2.9.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with section 907.5 shall be installed in group r-2 occupancies where any of the following conditions apply:

1. Any dwelling unit or sleeping unit is located three or more stories above the lowest level of exit discharge.
2. Any dwelling unit or sleeping unit is located more than one story below the highest level of exit discharge of exits serving the dwelling unit or sleeping unit.
3. The building contains more than 16 4 dwelling units or sleeping units.

Newer codes now require co detectors in residence, so this will satisfied two different types of detectors.

Sec. 8.04.1050. - Subsection 907.2.11, Single and multiple-station smoke alarms, deleted.

The Fire Code, Subsection 907.2.11, single and multiple-station smoke alarms, is hereby deleted in its entirety:

Sec. 8.04.1060. - Section 912.1 Installation, amended.

The Fire Code, Subsection 912.1 Installation, is hereby amended to read as follows:

912.1 Installation. Fire department connections shall be installed in accordance with the NFPA standard applicable to the system design and shall comply with sections 912.2 through 912.7. Reference Georgetown Fire Department fire protection criteria manual for fire department connection installation details

Sec. 8.04.1070. - Subsection 912.1.1 Number of hose connections, added.

The Fire Code, Subsection 912.1.1., Number of hose connections, is hereby added as follows:

912.1.1 – Number of hose connections. Fire department connections shall include a minimum of one 5” STORZ connections for a system with a demand up to 500 GPM. Systems with a demand greater than 500 GPM shall require an additional 2.5” connection for each 250 gallons of system demand.

Exception: a single 2.5” FDC inlet is allowed for single risers on 13r systems.

Sec. 8.04.1080. - Subsection 912.1.2, Flushing added.

The Fire Code, Subsection 912.1.2 Flushing, is hereby added as follows:

912.1.2 Flushing. Remote fire department connections shall be fully flushed prior to connection to the overhead water based fire protection system. Flushing shall be in accordance with NFPA 24 (2019 edition). Reduction of the pipe size will not be allowed. Reference Georgetown Fire Department fire protection criteria manual for flushing details.

Sec. 8.04.1090. – Section 912.2, Location, amended.

The Fire Code, Section 912.2 Location, is hereby amended to read as follows:

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be approved by the Fire Code Official.

Sec. 8.04.1100. – Section 912.2.1, Visible Location, amended.

The Fire Code, Section 912.2 Location, is hereby amended to read as follows:

912.2.1 Visible location. Fire department connections shall be located on the street side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access or as otherwise approved by the Fire Code Official.

Sec. 8.04.1120. - Section 912.4.1, Locking fire department connection caps, amended.

The Fire Code, Section 912.4.1, Locking fire department connection caps, is hereby amended to read as follows:

912.4.1 Locking fire department connection caps. The fire code official is authorized to require locking caps on fire department connections for water-based fire protection systems where the responding fire department carries appropriate key wrenches for removal. 2.5” connections require a knox brand swivel guard plugs to be used. 5” STORZ connections shall be knox brand locking caps.

Sec. 8.04.1130. - - Section 912.5, Signs, amended.

The Fire Code, Section 912.5 Signs, is hereby amended to read as follows:

912.5 Signs. Reference Georgetown Fire Department fire protection criteria manual for signage requirements

Sec. 8.04.1140. - Section 912.7, Fire Department Connections, added.

The Fire Code, Section 912.7, Fire Department Connections, is hereby added to read as follows:

912.7 Fire Department Connections. All Fire Department Connections (FDCs) shall be marked as approved by the Fire Code Official. Two red street lane reflectors (stimsonite model 88AB or similar) shall be installed six inches from centerline of the fire apparatus access roadway on the side closest to the FDC. Markers shall be parallel to the FDC having the reflective ends of the street markers facing the direction of traffic.

Sec. 8.04.1150. – Section 913.4, Valve supervision, amended.

The Fire Code, Section 913.4, Valve supervision, is hereby amended to read as follows:

913.4 Valve supervision. Where provided, the fire pump suction, discharge and bypass valves, and isolation valves on the backflow prevention device or assembly shall be supervised open by one of the following methods:

1. Central-station, proprietary or remote-station signaling service.

2. Local signaling service that will cause the sounding of an audible signal at a constantly attended location

Sec. 8.04.1160. - Subsection 913.5.1 Test Header, added.

The Fire Code, Subsection 913.5.1, is hereby added as follows:

913.5.1 Test header – fire pumps shall be equipped with a test header per NFPA 20 to allow a full flow testing. Test headers shall be installed on the exterior wall or in another location outside the pump room that allows for water discharge during testing.

Sec. 8.04.1170. – Section 913.6, Fire pump suction pressure, added.

The Fire Code, Section 913.6, Fire pump suction pressure hereby added as follows:

913.6 Fire pump suction pressure. Fire pump suction pressure shall be no less than 20 PSI when flowing 150% of the pumps capacity.

Sec. 8.04.1180. – Section 1009.1, Accessible means of egress required, amended.

The Fire Code, Section 1009.1, Accessible means of egress required, is hereby amended to read as follows:

1009.1 Accessible means of egress required. Accessible means of egress shall comply with both this section and the architectural barriers act of the Texas Civil Statutes (Texas Accessibility Standards or TAS). The fire code official is authorized to require the owner, applicant or agent to provide a technical report from a qualified person certifying as compliance. Accessible spaces shall be provided with not less than one accessible means of egress. Where more than one means of egress is required by section 1006.2 or 1006.3 from an accessible space, each accessible portion of the space shall be served by not less than two accessible means of egress.

Sec. 8.04.1190. – Section 3101.1 Scope, amended.

The Fire Code, Section 3101.1 Scope, is hereby amended to read as follows:

3101.1 Scope. Tents, temporary stage and canopies and membrane structures shall comply with this chapter and THE CITY OF GEORGETOWN FIRE DEPARTMENT'S SPECIAL EVENT MANUAL Section General Tent and Canopy. The provisions of Section 3103 are applicable only to temporary tents and membrane structures. The provisions of Section 3104 are applicable to temporary and permanent tents and membrane structures. Other temporary structures shall comply with the International Building Code.

Sec. 8.04.1200. - Subsection 5706.2.4.4 Locations where above-ground tanks are prohibited, amended.

The Fire Code, Subsection 5706.2.4.4 Locations where above-ground tanks are prohibited, is hereby amended to read as follows:

5706.2.4.4 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above ground tanks is prohibited within the City of Georgetown city limits, with exception of areas that are zoned for industrial use. Storage of Class I and II liquids may be permitted at the discretion of the Fire Code Official following review of the proposed location and the fire protection for storage areas. Storage shall not be allowed within 100 feet (30,480mm) of the property line of any Group E, I, or R occupancies.

Sec. 8.04.1210. – Section 6104.2, Maximum capacity within established limits, deleted.

The Fire Code, Section 6104.2 Maximum capacity within established limits, is hereby deleted in its entirety.

Sec. 8.04.1220. - Appendix B Subsection B105.1, one- and two-family dwellings, GROUP R-3 AND R- 4 BUILDINGS AND TOWNHOUSES amended.

The Fire Code Appendix B Subsection B105.1, one- and two-family dwellings, GROUP R-3 AND R- 4 BUILDINGS AND TOWNHOUSES, is hereby amended to read as follows:

B105.1 ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R- 4 BUILDINGS AND TOWNHOUSES. THE MINIMUM FIRE-FLOW AND FLOW DURATION REQUIREMENTS FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES SHALL BE AS SPECIFIED IN TABLES B105.1(1) (LOCAL AMENDMENT) AND B105.1(2). B105.2 BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES. THE MINIMUM FIRE-FLOW AND FLOW DURATION FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES SHALL BE AS SPECIFIED IN TABLES B105.2 AND B105.1(2).

TABLE B105.1(1) LOCAL AMENDMENT
REQUIRED FIRE-FLOW FOR ONE-AND-TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

FIRE FLOW BY SEPARATION DISTANCE				
FIRE FLOW CALCULATION AREA	SPRINKLER	>10'	>30'	Flow Duration
0 – 3600 SQFT	NO	1000	750	1 hour
3601 – 5000 SQFT	NO	TABLE B105.1(2)	1000	1 hour
5001 AND	NO	TABLE B105.1(2)	TABLE B105.1(2)	TABLE

GREATER				B105.1(2)
0 – 5000 SQFT	YES	1/2 VALUE IN TABLE B105.1 (2)	500	½ hour
5001 AND GREATER	YES	1/2 VALUE IN TABLE B105.1(2)	1/2 VALUE IN TABLE B105.1(2)	1 hour

Sec. 8.04.1230. - Appendix D Section D103.5, fire apparatus access road gates, amended.

The Fire Code, Appendix D Section D103.5, fire apparatus access road gates, is hereby amended to read as follows:

D103.5 Fire apparatus access road gates. Gates securing fire apparatus access roads shall comply with all of the following criteria:

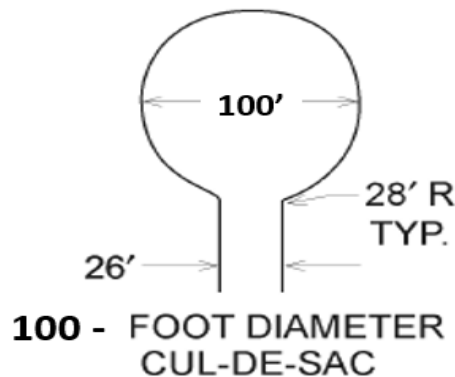
1. The minimum unobstructed gate width shall be 20 feet (6096mm).
Exception: One- and Two-Family Dwellings as approved by the Fire Code Official.
2. Gates shall be of the swinging or sliding type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electrically operated gates:
 - A. Shall be equipped with a means of opening the gate by Fire Department personnel for emergency access. Emergency access devices shall be approved by the Fire Code Official.
 - B. Shall be in the fully-opened position for no more than 30 seconds.
 - C. Shall have a manual override system. Manual override operations shall be located on the entrance side of the gate, or when power has failed, the gate(s) shall open and stay open until power is restored for normal operations.
 - D. Shall have installed approved preemptive control opening equipment.
 - E. Exceptions.
 - i. Driveways serving one- and two-family dwellings as approved by the Fire Code Official.
 - ii. Gates serving as an emergency access with 24-hour staffed gatehouses.
6. Manual Opening Gates:
 - A. May be locked when approved by the Fire Code Official.
 - B. If equipped with a lock, keys shall be provided for installation into an approved Fire Department key box. Keys shall be maintained current.
7. Locking device specifications shall be submitted for approval by the fire code official.

8. Electric gate operators, where provided, shall be listed in accordance with UL 325.
9. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.
10. A construction permit in accordance with subsection 503.6 is required to install or modify a gate across fire apparatus roadways.
11. **MAINTENANCE OF GATES SECURING FIRE APPARATUS ACCESS. GATES SHALL BE MAINTAINED IN AN OPERATIVE CONDITION AND REPAIRED OR REPLACED WHEN DEFECTIVE. WHEN REQUIRED BY THE FIRE CODE OFFICIAL, DEFECTIVE GATES SHALL BE SECURED IN THE OPEN POSITION UNTIL REPAIRED.**

Sec. 8.04.1240. - Section 103.4_Fire apparatus access roads, amended.

The Fire Code, Section 103.4, Fire apparatus access roads, is hereby amended to read as follows:

REVISE SUBSECTION 103.4 DIAMETER OF CUL-DE-SAC SHALL HAVE A DIAMETER OF 100' AS MEASURE FROM FACE OF CURB TO FACE OF CURB.



**TABLE D103.4
REQUIREMENTS FOR DEAD-END
FIRE APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 100-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 100-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

Sec. 8.04.1250. - Appendix D Subsection D103.5.1, existing fire apparatus access road gates, added.

The Fire Code, Appendix D Subsection D103.5.1, existing fire apparatus access road gates, is hereby amended to read as follows:

D103.5.1 Existing fire apparatus access road gates. Existing gates securing fire apparatus access roads shall comply with Section D103.5

Sec. 8.04.1260. - Appendix D subsection D103.6, Signs, amended.

The Fire Code, Appendix D subsection D103.6, Signs, is hereby amended to read as follows:

D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked

D103.6 SIGN IN SHALL BE INSTALLED ACCORDING TO THE APPROPRIATE APPLICATION

- (1) COMMERCIAL APPLICATION A SIGN 12-INCHES WIDE AND 18-INCHES IN HEIGHT WITH RED LETTERING ON A WHITE REFLECTIVE BACKGROUND AND BORDER IN RED STATING "FIRE LANE - TOW AWAY ZONE". THE WORDS "FIRE LANE" BY THEMSELVES ARE NOT ACCEPTABLE. SIGN SHALL BE MOUNTED CONSPICUOUSLY ALONG THE EDGE OF THE FIRE LANE. SIGN MUST BE SPACED NO MORE THAN 30 FEET APART AT A MINIMUM HEIGHT OF 7 FEET ABOVE FINISHED GRADE.
- (2) IN SUBDIVISION STREETS WHERE PARKING IS NOT ALLOWED ON ONE SIDE OR BOTH SIDES OF THE STREET, FIRE LANES ARE REQUIRED SHALL BE MARKED AND MAINTAINED IN THE FOLLOWING MANNER: A SIGN 12-INCHES WIDE AND 18-INCHES IN

HEIGHT WITH RED LETTERING ON A WHITE REFLECTIVE BACKGROUND AND BORDER IN RED STATING "FIRE LANE - TOW AWAY ZONE", ALONG WITH THE WORDS "THIS SIDE OF THE STREET" OR "BOTH SIDES OF THE STREET". THE WORDS "FIRE LANE" BY THEMSELVES ARE NOT ACCEPTABLE. SIGN SHALL BE MOUNTED CONSPICUOUSLY ALONG THE EDGE OF THE FIRE LANE. SIGN MUST BE AT THE BEGINNING OF A STREET AND SPACED NO MORE THAN 250 FEET APART AT A MINIMUM HEIGHT OF 7 FEET ABOVE FINISHED GRADE.

Sec. 8.04.1280. - Appendix D, Subsection D103.7, Driveways, added.

The Fire Code, Appendix D, Subsection D103.7, Driveways, is hereby added to read as follows:

D103.7 Driveways. Driveways exceeding 150 feet (45,720mm) in length providing access to dwelling units shall provide a minimum unobstructed width of 14 feet (4267mm) and a minimum unobstructed height of 13 feet 6 inches (4115mm). Driveways in excess of 150 feet (45,720mm) in length shall be provided with turnarounds. Driveways in excess of 200 feet (60,960mm) in length and less than 20 feet (6096mm) in width shall be provided with turnouts in addition to turnarounds. A driveway shall not serve in excess of five dwelling units. Driveways that connect with a road or roads at more than one point may be considered as having a turnaround. Driveway turnouts shall be an all-weather road surface at least 10 feet (2048) wide and 30 feet (9144mm) long. Driveway turnouts shall be located as required by the Fire Code Official.

Sec. 8.04.1290. - Appendix D, Subsection D103.8, Divided fire apparatus access road turnarounds, added.

The Fire Code, Appendix D, Subsection D103.8, Divided fire apparatus access road turnarounds, is hereby added to read as follows:

D103.8 Divided fire apparatus access road turnarounds. Fire apparatus access roads that are divided with medians shall be provided with median breaks for emergency vehicle turnarounds. The maximum distance between median breaks shall be 2,640 feet (804,700mm).

Sec. 8.04.1300. - Appendix D, Section D104.2, Buildings, facilities and shopping centers exceeding 62,000 square feet (5760m) in Gross building fire area, amended.

The Fire Code, Appendix D, Subsection D104.2, is hereby amended to read as follows:

D104.2 Buildings, Facilities, and Shopping Centers exceeding 62,000 square feet (5760m2) in gross building fire area. Buildings, or facilities, and shopping

centers having a gross building fire area of more than 62,000 square feet (5760m²) shall be provided with two separate and approved fire apparatus access roads.

Sec. 8.04.1310. - Appendix D, Subsection D106.2, Projects having more than 200 dwelling units, deleted.

The Fire Code, Appendix D, Subsection D106.2, Projects having more than 200 dwelling units, is hereby deleted in its entirety.

Sec. 8.04.1320. – Section D106.3 Remoteness, amended.

The Fire Code, Section D106.3, Remoteness, is hereby amended to read as follows:

D106.3 remoteness. where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses. AT THE DISCRETION OF THE FIRE CODE OFFICIAL, THE REMOTENESS REQUIREMENT COULD BE WAIVED, BECAUSE OF LOCATION ON PROPERTY, TOPOGRAPHY, WATERWAYS, NONNEGOTIABLE GRADES OR OTHER SIMILAR CONDITIONS.

Sec. 8.04.1330. – Section L101.1 Required location, amended.

The Fire Code, Section L101.1, Required Location, is hereby amended to read as follows:

SEC101.1.1 REQUIRED LOCATION. IN NEW BUILDINGSS, FILL STATIONS SHALL BE REQUIRED WHEN ANY ON THE FOLLOWING CONDITIONS OCCUR:

1. ANY NEW BUILDING MORE THAN 5 STORIES IN HEIGHT.
2. ANY NEW BUILDING MORE THAN 2 STORIES BELOW GRADE.
3. ANY NEW BUILDING 500,000 SQUARE FEET OR MORE IN SIZE.

Sec. 8.04.1340. – Chapter 80, amended.

The Fire Code, Chapter 80, is hereby amended to read as follows:

Revise Section Chapter 80 as Follows:

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Description: Fire Code Adoption

Date Approved: _____, 2020

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Chapter 80

NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169-7471

Standard
Referenced
reference
code
number
section number

in

02—11	Hydrogen Technologies Code	2309.3.1.1,
		2309.3.1.2, 5301.1,
		5307.3, 5801.1
10—13	Standard for Portable Fire Extinguishers	Table 901.6.1, 906.2,
		906.3,
		Table 906.3(1), Table
		906.3(2), 906.3.2,
		906.3.4, 3006.3,
		I101.1
11—10	Standard for Low-, Medium- and High-expansion Foam.	904.7,
		5704.2.9.2.2
12—11	Standard on Carbon Dioxide Extinguishing Systems	Table 901.6.1,
		904.8, 904.12
12A—09	Standard on Halon 1301 Fire Extinguishing Systems	.Table 901.6.1,
		904.9
13—19	Standard for the Installation of Sprinkler Systems	903.3.1.1, 903.3.2,
		903.3.8.2
		903.3.8.5, 904.12, 905.3.4, 907.6.4, 914.3.2,
		1019.3, 1103.4.8, 3201.1, 3204.2, Table 3206.2,
		3206.4.1, 3206.9, 3207.2, 3207.2.1, 3208.2.2, 3208.2.2.1,
		3208.4, 3210.1, 3401.1, 5104.1, 5104.1.1, 5106.5.7,
		5704.3.3.9, Table 5704.3.6.3(7),
		5704.3.7.5.1, 5704.3.8.4
13D—19	Standard for the Installation of Sprinkler Systems in One- and	
	Two-family Dwellings and Manufactured Homes	903.3.1.3
13R—19	Standard for the Installation of Sprinkler Systems	
	Low Rise Residential Occupancies	903.3.1.2, 903.3.5.2,
		903.4
14—19	Standard for the Installation of Standpipe and	

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	Hose Systems	905.2, 905.3.4, 905.4.2, 905.6.2, 905.8
15—17	Standard for Water Spray Fixed Systems for Fire Protection	5704.2.9.2.3
16—19	Standard for the Installation of Foam-water Sprinkler and Foam-water Spray Systems.	904.7, 904.12
17—13	Standard for Dry Chemical Extinguishing Systems	Table 901.6.1, 904.6, 904.12
17A—13	Standard for Wet Chemical Extinguishing Systems	Table 901.6.1, 904.5, 904.12
20—19	Standard for the Installation of Stationary Pumps for Fire Protection.	913.1, 913.2, 913.5.1
22—18	Standard for Water Tanks for Private Fire Protection	507.2.2
24—13	Standard for Installation of Private Fire Service Mains and Their Appurtenances	507.2.1, 2809.5
25—17	Standard for the Inspection, Testing and Maintenance of Water-based Fire Protection Systems	507.5.3, Table 901.6.1, 904.7.1, 912.7, 913.5
30—18	Flammable and Combustible Liquids Code.	610.1, 5701.2, 5703.6.2, 5703.6.2.1, 5704.2.7, 5704.2.7.1, 5704.2.7.2, 5704.2.7.3.2, 5704.2.7.4, 5704.2.7.6, 5704.2.7.7, 5704.2.7.8, 5704.2.7.9, 5704.2.9.3, 5704.2.9.4, 5704.2.9.6.1.1, 5704.2.9.6.1.2, 5704.2.9.6.1.3, 5704.2.9.6.1.4, 5704.2.9.6.1.5, 5704.2.9.6.2, 5704.2.9.7.3, 5704.2.10.2, 5704.2.11.3, 5704.2.11.4.2, 5704.2.12.1, 5704.3.1, 5704.3.6, Table 5704.3.6.3(1), Table 5704.3.6.3(2), Table 5704.3.6.3(3), 5704.3.7.2.3, 5704.3.8.4, 5706.8.3
30A—15	Code for Motor Fuel-dispensing Facilities and Repair Garages.	2301.4, 2301.5, 2301.6, 2306.6.3, 2310.1
30B—15	Code for the Manufacture and Storage of Aerosol Products	5101.1, 5103.1, 5104.1, Table 5104.3.1, Table 5104.3.2, Table 5104.3.2.2, 5104.4.1, 5104.5.2,

5104.6, 5106.2.3 5106.3.2, Table 5106.4, 5106.5.1,
5106.5.6, 5107.1

31—11	Standard for the Installation of Oil-burning Equipment	603.1.7, 603.3.1, 603.3.3
32—11	Standard for Dry Cleaning Plants	2107.1, 2107.3
33—15	Standard for Spray Application Using Flammable or Combustible Materials	2404.3.2
34—15	Standard for Dipping, Coating and Printing Processes Using Flammable or Combustible Liquids	2405.3, 2405.4.1.1
35—11	Standard for the Manufacture of Organic Coatings	
40—11	Standard for the Storage and Handling of Cellulose Nitrate Film	306.2
51—13	Standard for the Design and Installation of Oxygen-fuel Gas Systems for Welding, Cutting and Allied Processes	.3501.5, 3507.1, 3509.1
51A—12	Standard for Acetylene Cylinder Charging Plants.	3508.1
52—13	Vehicular Gaseous Fuel System Code	5301.1
55—13	Compressed Gases and Cryogenic Fluids Code.	2309.2.1, 5301.1, 5307.3, 5501.1, 5801.1, 6301.1
56—12	Standard for Fire and Explosion Prevention during Cleaning and Purging of Flammable Gas Piping Systems.	3306.2.1
58—14	Liquefied Petroleum Gas Code	603.4.2.1.1, 6101.1, 6103.1, 6103.2.1, 6103.2.1.2, 6103.2.1.7, 6103.2.2, 6104.1, 6104.3.2, 6104.4, 6105.2, 6106.2, 6106.3, 6107.2, 6107.4, 6108.1, 6108.2, 6109.11.2, 6111.3
59A—13	Standard for the Production, Storage and Handling of Liquefied Natural Gas (LNG)	5301.1, 5501.
61—13	Standard for the Prevention of Fires and Dust Explosions in Agricultural and Food Processing Facilities.	2204.1 Table
69—14	Standard on Explosion Prevention Systems	911.1, 911.3, Table 2204.1

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70—14 National Electrical Code
603.1.7, 603.5.2,

. 603.1.3,
604.1.2, 605.3, 605.4,
605.9, 605.11, 606.16,
610.6, 610.7, 904.3.1,
907.6.1, 909.12.2, 909.16.3,
910.4.6, 2006.3.4, 2104.2.3, 2108.2,
Table 2204.1, 2301.5,
2305.4, 2308.8.1.2.4, 2309.2.3,
2309.6.1.2.4, 2311.3.1, 2403.2.1,
2403.2.1.1, 2403.2.1.4, 2403.2.5,
2404.6.1.2.2, 2404.9.4, 2504.5,
2603.2.1, 2606.4, 2703.7.1, 2703.7.2,
2703.7.3, 2803.4, 2904.1,
3103.12.6.1, 3104.15.7, 3304.7,
3506.4, 5003.7.3, 5003.8.7.1,
5003.9.4, 5303.7.6, 5303.8, 5303.16.11,
5303.16.14, 5503.6, 5503.6.2,
5703.1, Table 5703.1.1, 5703.1.3,
5704.2.8.12, 5704.2.8.17, 5706.2.8, 5803.1.5,
5803.1.5.1, 5807.1.10, 5906.5.5, 5906.5.6,
6109.15.1

72—19 National Fire Alarm and Signaling Code
Table 901.6.1,

508.1.6, 604.2.4,
903.4.1, 904.3.5,
907.2, 907.2.6, 907.2.9.3,
907.2.11, 907.2.13.2,
907.3, 907.3.3, 907.3.4,
907.5.2.1.2, 907.5.2.2,
907.5.2.2.5, 907.6, 907.6.1,
907.6.2, 907.6.6, 907.7,
907.7.1, 907.7.2, 907.8,
907.8.2,
907.8.5,
1103.3.2

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

Public Hearing and Second Reading of an Ordinance of the City Council of the City of Georgetown, Texas Approving the **“Second Amendment to the Development Agreement Concerning the Oaks at San Gabriel Subdivision,”** a Subdivision In Williamson County, Texas Consisting of Approximately 397.768 Acres Generally Situated North of SH 29 and East of the Cimarron Hills Subdivision; Repealing Conflicting Ordinances and Resolutions; Including a Severability Clause; and Establishing an Effective Date -- Wayne Reed, Assistant City Manager

ITEM SUMMARY:

Development of and utility services for the Oaks at San Gabriel Subdivision, a 397.768 acre site located in the City’s ETJ (the **“Property”**), is governed by four agreements: a Development Agreement, an Offsite Utility Agreement (pertaining to wastewater services), a Consent Agreement (pertaining to the creation and operation of West Williamson County Municipal Utility District No. 1), and a Water Services Agreement. The developer of the Property, Oaks at San Gabriel, L.L.C. (**“Oaks”**), has requested several changes to these agreements. This agenda item addresses the requested changes to the Development Agreement, plus City Council’s direction from April 14th to address construction of a traffic signal at the intersection of Vista Heights Drive and SH 29.

BACKGROUND

On May 10, 2007, the City and Oaks entered into that certain “Development Agreement Concerning the Oaks at San Gabriel Subdivision”, recorded in the Official Records of Williamson County as Document No. 2007040907, and on December 4, 2007 entered into that certain “First Amendment to the Development Agreement Concerning the Oaks at San Gabriel Subdivision”, recorded in the Official Records of Williamson county as Document No. 2008001039 (collectively, the **“Development Agreement”**).

Oaks has applied for an amendment to the Development Agreement to, among other things, increase the number of residential lots that are allowed on the Property from 853 to 944, clarify the Open Space definitions, add architectural and masonry standards, and make other conforming changes.

PROPOSED AMENDMENT

- - Add 91 single family lots to the allowed density = Increasing from 853 to 944 (see Preliminary Lot Layout)
 - The additional 91 lots will be located in Section 11, 12, and 13 as follows:
 - Section 11: 57 lots with 25 (min. 52 feet width), 15 lots (min. 62 feet wide), and 17 lots (min. 72 feet wide)
 - Section 12: 38 lots with 22 lots (min. 62 feet wide) and 16 lots (min. 72 feet wide)
 - Section 13: 103 lots with minimum lot width of 52 feet
 - Add architectural and masonry standards consistent with the existing covenants and restrictions applicable to the Property
 - Clarify that Landscape Lots and Pond Lots are included in the definition of “Open Space”
 - Delete references to future zoning
 - Remove exhibits referencing PID Improvements (the Property is now within the boundaries of a municipal utility district, not a public improvement district)
 - Correct the name of the municipal utility district
 - Update name of water services provider from CTSUD to the City
 - Update addresses for notice
 - Add an Exhibit describing Architectural and Masonry Standards
 - Add an Exhibit showing updated Preliminary Lot Layout
 - Add an Exhibits for forms of a Letter of Credit and an Escrow Agreement (depending on how Oaks chooses to secure any financial obligation with the City for a traffic signal

The proposed amendments listed above do not change the street connectivity requirement for the Oaks at San

Gabriel. In accordance with the City's Unified Development Code (UDC), this subdivision was required to make one street connection with the adjacent Cimarron Hills Subdivision on Limestone Drive and one with the Ridge at Cross Creek (a.k.a. Sage Creek Subdivision) on Vista Heights Drive; both of these adjacent subdivisions contain larger lots (1 acre and larger). This amendment will not require any additional street connections with adjacent neighborhoods and does not change the street layout in the remaining phases of the development.

Changes on Second Reading:

In response to City Council direction given at First Reading, the Second Amendment to Development Agreement has been revised on second reading to address traffic signalization at the intersection of Vista Heights Drive and SH 29. Signalization of that intersection is controlled by TxDOT; however, the agreement between the City and Oaks has been revised to provide that:

- Oaks is required to update its 2018 warrant study within one year after the effective date of the Second Amendment;
- If the first warrant study update does not show a signal is warranted, Oaks must update the study annually until it shows a signal is warranted;
- If and when TxDOT requires construction of a traffic signalization improvements at that intersection, Oaks will provide any additional right-of-way required and will pay for and construct the required improvements; and
- To secure its obligation to construct any warranted traffic signalization improvements, Oaks must post fiscal security with either TxDOT (e.g., under the standard TxDOT -Developer agreement) or with the City (if the TxDOT-Developer agreement is not finalized within a specified timeframe).

ATTACHMENTS

Ordinance

Second Amendment to the Development Agreement, including

Exhibit J to Second Amendment to the Development Agreement "Preliminary Lot Layout"

Exhibit K to Second Amendment to the Development Agreement "Architectural and Masonry Standards"

Exhibit L to Second Amendment to the Development Agreement "Form of Traffic Signal Fiscal Security"

Exhibit M to Second Amendment to the Development Agreement "Form of Escrow Agreement"

FINANCIAL IMPACT:

None.

SUBMITTED BY:

Danella S. Elliott

ATTACHMENTS:

Ordinance with Second Amendment to the Dev Agreement

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING THE "SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT CONCERNING THE OAKS AT SAN GABRIEL SUBDIVISION," A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS CONSISTING OF APPROXIMATELY 397.768 ACRES GENERALLY SITUATED NORTH OF SH 29 AND EAST OF THE CIMARRON HILLS SUBDIVISION; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Oaks at San Gabriel, L.L.C., a Texas limited liability company ("**Oaks**"), is the developer of approximately 397.768 acres of land known locally as the Oaks at San Gabriel Subdivision (the "**Property**").

WHEREAS, on May 10, 2007, City of Georgetown, Texas ("**City**") and Oaks entered into that certain "Development Agreement Concerning the Oaks at San Gabriel Subdivision", recorded in the Official Records of Williamson County as Document No. 2007040907, and on December 4, 2007 entered into that certain "First Amendment to the Development Agreement Concerning the Oaks at San Gabriel Subdivision", recorded in the Official Records of Williamson county as Document No. 2008001039 (together, the "**Development Agreement**").

WHEREAS, Oaks has applied for an amendment to the Development Agreement to, among other things, increase the number of residential lots that are allowed on the Property to 944, clarify the Open Space definitions and requirements, add architectural and masonry standards, and make other conforming changes.

WHEREAS, the "Second Amendment to Development Agreement Concerning the Oaks at San Gabriel Subdivision" attached as **Attachment 1** (the "**Second Amendment**") provides for the development of the Property and construction of public infrastructure and the City Council of the finds that it has the authority approve the Second Amendment pursuant to Section 212.172 of the Texas Local Government Code.

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 in effect at the time of its adoption.

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. The City Council hereby finds that this Ordinance complies with the Vision Statement of the City of Georgetown 2030 Comprehensive Plan.

Section 3. The “Second Amendment to Development Agreement Concerning the Oaks at San Gabriel Subdivision,” in substantially the form attached hereto as **Attachment 1**, is hereby approved by the City Council and incorporated into this Ordinance for all purposes by this reference.

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

Section 5. The Mayor is hereby authorized to execute this Ordinance and the “Second Amendment to Development Agreement Concerning the Oaks at San Gabriel Subdivision” in substantially the form attached here to as **Attachment 1**, and the City Secretary to attest. The “Second Amendment to Development Agreement Concerning the Oaks at San Gabriel Subdivision” and this Ordinance shall become effective in accordance with the provisions of the Charter of the City of Georgetown.

Attachments:

Attachment 1 – Second Amendment to Development Agreement Concerning the Oaks at San Gabriel Subdivision” including the following exhibits to the Second Amendment:

Exhibit J – Preliminary Lot Layout

Exhibit K – Architectural and Masonry Standards

Exhibit L – Form of Intersection Signalization Fiscal Security – Letter of Credit

Exhibit M – Form of Intersection Signalization Fiscal Security – Escrow Agreement

PASSED AND APPROVED ON FIRST READING ON THE _____ DAY OF APRIL 2020.

PASSED AND APPROVED ON SECOND READING ON THE ____ DAY OF APRIL 2020.

ATTEST:

THE CITY OF GEORGETOWN:

Robyn Densmore, City Secretary

Dale Ross, Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

STATE OF TEXAS	§	SECOND AMENDMENT TO THE
	§	DEVELOPMENT AGREEMENT
COUNTY OF WILLIAMSON	§	CONCERNING THE
	§	OAKS AT SAN GABRIEL SUBDIVISION
CITY OF GEORGETOWN	§	

THIS IS THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT CONCERNING THE OAKS AT SAN GABRIEL SUBDIVISION (“**Second Amendment**”) by and between THE CITY OF GEORGETOWN, a Texas home-rule municipal corporation (“**City**”), and OAKS AT SAN GABRIEL, L.L.C., a Texas limited liability company (“**Oaks**”).

WHEREAS, Oaks is the developer of that certain property described in Document Nos. 2007035434 and 2007035435 of the Official Records of Williamson County, consisting of approximately 397.768 acres of land (the “**Property**”); and

WHEREAS, on May 10, 2007, City and Oaks entered into that certain “Development Agreement Concerning the Oaks at San Gabriel Subdivision”, recorded in the Official Records of Williamson County as Document No. 2007040907, and on December 4, 2007 entered into that certain “First Amendment to the Development Agreement Concerning the Oaks at San Gabriel Subdivision”, recorded in the Official Records of Williamson county as Document No. 2008001039 (together, the “**Development Agreement**”); and

WHEREAS, on May 10, 2007, City and Oaks also entered into that certain “Offsite Utility Construction and Cost Reimbursement Agreement for Oaks at San Gabriel Subdivision”, recorded in the Official Records of Williamson County as Document No. 2007040908, and on December 4, 2007 entered into that certain “First Amendment to the Offsite Utility Construction and Cost Reimbursement Agreement Concerning the Oaks at San Gabriel Subdivision”, recorded in the Official Records of Williamson County as Document No. 2008001038, and on June 8, 2010 entered into that certain “Second Amendment to the Offsite Utility Construction and Cost Reimbursement Agreement Concerning the Oaks at San Gabriel Subdivision”, recorded in the Official Records of Williamson County as Document No. 2010076610 (collectively, the “**Offsite Utility Agreement**”); and

WHEREAS, on December 4, 2007, City and Oaks also entered into that certain “Consent Agreement”, recorded in the Official Public Records of Williamson County as Document No. 2008090290, and on March 1, 2011 entered into that certain “First Amendment to Consent Agreement”, recorded in the Official Records of Williamson County as Document No. 2011017941 (together, the “**Consent Agreement**”), pursuant to which Oaks caused West Williamson County Municipal Utility District No. 1 (the “**District**”) to be created, the boundaries of which contain the Property; and

WHEREAS, of even date herewith, City and Oaks are entering into that certain “Amended and Restated Offsite Utility Construction and Cost Reimbursement Agreement Concerning the Oaks at San Gabriel Subdivision” and City, Oaks and the District are entering into that certain “Second Amendment to Consent Agreement”; and

WHEREAS, Oaks has applied for an amendment to the Development Agreement to, among other things, increase the number of residential lots that are allowed on the Property to 944, clarify the Open Space definitions and requirements, add architectural and masonry standards, , and to make other changes conforming to the above-referenced amendments to the Offsite Utility Agreement and the Consent Agreement of even date herewith, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are all hereby acknowledged, City and Oaks hereby agree to amend the Development Agreement as follows:

Article I.

1.0 Section 1.1 of the Development Agreement, pertaining to Defined Terms, is hereby amended and modified to incorporate the following:

Section 1.1 Defined Terms. In addition to the terms defined elsewhere in Development Agreement and the Second Amendment, the following terms shall have the following respective meanings where they appear with their initial letters capitalized, unless otherwise more specifically provided to unless the context in which they appear otherwise requires:

...

“Intersection Signalization Fiscal Security” means either an irrevocable letter of credit to be provided by Oaks in favor of the City having a payment amount specified in **Section 4.7(d)** of the Second Amendment, issued by an issuing bank meeting the City’s minimum standards and being in form attached as Exhibit L to the Second Amendment and continuously remaining in place until drawn upon or released by the City under the terms and conditions of the Second Amendment; or a cash deposit received by the City from Oaks in the amount specified in **Section 4.7(d)** of the Second Amendment, which shall be deposited by the City in an escrow account pursuant to an agreement in the form attached as Exhibit M to the Second Amendment and remain in place until drawn upon or released by the City under the terms and conditions of the Second Amendment.

“Residential Development Areas” means the areas of the Property designated as such on the Century Plan Amendment.

“Warrant Study” means a study consistent with Texas Department of Transportation (“*TxDOT*”) regulations to determine whether traffic conditions at the intersection of Vista Heights Drive and State Highway 29 meet any federal, state or local minimum standards or “warrants” for placement of traffic signalization improvements.

Article II.

2.0 The first sentence of Section 3.2 of the Development Agreement, pertaining to the Number of Residential Lots, is hereby deleted and replaced with the following:

Section 3.2 Number of Residential Lots. The number of residential lots allowed on the Property shall not exceed NINE HUNDRED FORTY FOUR (944) and be consistent with the preliminary lot layout attached as Exhibit J, and shall be further restricted as follows:

Article III.

3.0 Section 4.1(a) of the Development Agreement, pertaining to Zoning, is hereby deleted.

Article IV.

4.0 Section 4.2(a) of the Development Agreement, pertaining to Open Space, is hereby amended and modified as follows:

(a) Categories of Open Space. Open Space within the Project shall consist of the five (5) following categories:

* * *

(4) Landscape Lots. This shall include areas designed with landscaping for beautification of the Project that are platted as lots identified for such purposes. These lots shall be conveyed to the homeowners association for the Project.

(5) Pond Lots. This shall include areas designed with drainage and pond infrastructure to serve the Project that are platted as lots identified for such purposes. These lots shall be conveyed to the District.

Article V.

5.0 Section 4.2(f) of the Development Agreement, pertaining to Transfer of Preserved Open Space, is hereby deleted.

Article VI.

6.0 New Section 4.6 of the Development Agreement, pertaining to Architectural and Masonry Standards, is hereby incorporated as follows:

Section 4.6 Architectural and Masonry Standards. The architectural and masonry standards applicable to the Residential Development Areas are set forth on new Exhibit K shall apply to the Property, and said standards shall be

incorporated into the restrictive covenants encumbering such Residential Development Areas (the “CCR’s”). During the “Development Period” (as defined in the CCR’s), in the event the City determines that a homebuilder has installed or constructed improvements on a residential lot within a Residential Development Area that are not in compliance with any of the standards set forth on Exhibit K, the City shall deliver written notice to Oaks identifying the specific deficiency (i.e., masonry requirements, masonry repetition, setbacks or plan repetition) and the street address of the subject residential lot within fifteen (15) days after identification of the noncompliance. Oaks shall deliver a written response to the City that either supplies documentation of compliance with the standard(s) set forth on Exhibit K to the City’s reasonable satisfaction or states the corrective measures that Oaks will cause to occur to remedy the noncompliance and the reasonable time period within which such corrective measures will be completed. If Oaks should fail to timely respond to a written notice from the City as set forth above and/or, in instances of noncompliance, cause to be completed corrective actions within the reasonable time period provided to the City in such written response, the City may withhold the issuance of plumbing permits and other City authorizations within the phase of the Project in which the subject residential lot is located until such time the documentation is provided or corrective measures are completed.

Article VII.

7.0 New Section 4.7 of the Development Agreement, pertaining to Traffic Signalization, is hereby incorporated as follows:

Section 4.7. Traffic Signalization. Oaks shall design and build, or cause to be designed and built, at no cost to the City, traffic signalization, intersection and roadway improvements at the intersection of Vista Heights Drive and State Highway 29 located in Williamson County, Texas (the “Intersection”) as and when required by TxDOT, will deliver to the City or to TxDOT any security (bond or advance funding agreement) required by TxDOT or the City, as applicable, and will dedicate to TxDOT any right-of-way required by TxDOT, as follows:

(a) The City acknowledges that Oaks performed a Warrant Study of the Intersection dated March 1, 2018 and transmitted a copy of same to the City prior to the Effective Date of the Second Amendment.

(b) On or before 5:00 PM on the date this is one (1) year after the Effective Date of the Second Amendment, Oaks shall, at no cost to the City, deliver to the City a copy of an updated Warrant Study of the Intersection.

(c) If the Warrant Study required under **Section 4.7(b)** of the Second Amendment indicates traffic signal improvements are not then required for the Intersection, Oaks shall update that Warrant Study once

every 365 days, until such time, if any, as a Warrant Study of the Intersection indicates traffic signalization improvements are “warranted” (*i.e.*, determined by TxDOT to be necessary and required).

(d) If a Warrant Study obtained under **Section 4.7(b)** or (c) indicates traffic signalization improvements are “warranted” at the Intersection, then within 60 days after the date of such Warrant Study, Oaks shall provide to the City an engineer’s cost estimate approved by TxDOT of those traffic signalization improvements TxDOT requires Oaks to provide for the Intersection, along with Intersection Signalization Fiscal Security equal to the amount that is 110% of the amount set out in such cost estimate.

(e) If a Warrant Study obtained under **Section 4.7(b)** or (c) indicates traffic signalization improvements are “warranted” at the Intersection but the required traffic signalization improvements are not constructed within 1 year after the date of the Intersection Signalization Fiscal Security held by the City, Oaks shall obtain and submit to the City an updated engineer’s cost estimate of the traffic signalization improvements TxDOT requires Oaks to provide, and an updated Intersection Signalization Fiscal Security equal to the amount that is 110% of the amount set out in such updated cost estimate. This process shall continue annually until the required traffic signalization improvements are completed at the Intersection.

(f) As between Oaks and the City, Oaks is responsible for paying the cost of and building or causing to be built the traffic signalization improvements at the Intersection required by TxDOT.

(g) As an alternative to delivering Intersection Signalization Fiscal Security to the City as required under **Section 4.7(d)** or (e) after receipt of a Warrant Study that indicates construction of traffic signalization improvements at the Intersection is “warranted,” Oaks may deliver to the City: (a) an engineer’s cost estimate approved by TxDOT for the traffic signalization improvements TxDOT requires Oaks to provide; and (b) documentation that (y) TxDOT and Oaks have entered into a contract pursuant to which Oaks will perform or fund the design and construct the applicable traffic signalization improvements; and (z) Oaks has deposited with TxDOT all funds and/or fiscal security (if any) required under that contract. If Oaks delivers the items described in the prior sentence to the City after Oaks has posted Intersection Signalization Fiscal Security with the City under **Section 4.7(d)** or (e), the City will return the Intersection Signalization Fiscal Security to Oaks within 30 days thereafter.

(h) At any time when a Warrant Study shows traffic signalization improvements at the Intersection are “warranted”, but Oaks

has not either completed same or delivered to the City the documentation required under **Section 4.7(g)**, the City may give Oaks notice that if either such improvements are not completed or the documentation required under **Section 4.7(g)** is not delivered to the City within 90 days after the date of such notice, the City intends to use and/or draw on the Intersection Signalization Fiscal Security held by the City under **Section 4.7(d)** or **(e)** and use such sums to design and build the applicable traffic signalization improvements. Upon the City's completion of the applicable traffic signalization improvements the City will return any unused sums to Oaks.

Article VIII.

8.0 The first sentence of Section 5.1 of the Development Agreement, pertaining to Annexation, is hereby deleted and replaced with the following:

Section 5.1 Annexation. The City shall have the right, but not the obligation, to annex the Property or portions thereof prior to the expiration of the term of this Agreement if construction of all public infrastructure required under this Agreement and the Offsite Utility Construction and Cost Reimbursement Agreement for Oaks at San Gabriel Subdivision (as each may be amended from time to time) has been 90% completed and the West Williamson County Municipal Utility District No. 1 (the "District") has issued all of the bonds authorized under the Consent Agreement between Oaks and the City.

Article IX.

9.0 Section 6.5(a) of the Development Agreement, pertaining to Water Service, is hereby deleted and replaced with the following:

(a) Water services will be provided to the Property by the City.

Article X.

10.0 First Amended Exhibit I of the Development Agreement is hereby deleted. Article VII of the Development Agreement, pertaining to the Municipal Utility District, is hereby deleted and replaced with the following:

Municipal Utility District

The Consent Agreement between Oaks and the City is related to the creation of the District on the Property. The purpose of the District will be to issue bonds an amount equivalent to the "Bond Limit Amount", as addressed in the Consent Agreement, for eligible expenses incurred by Oaks relating to water, wastewater, drainage and recreational facilities and fees; the creation and operation costs of the District; an amount equivalent to the City's "Master Development Fee," as addressed in the Consent Agreement; and interest costs related to this Project incurred by Oaks.

Article XI.

11.0 Section 9.7 of the Development Agreement, pertaining to Notice, is hereby deleted and replaced with the following:

Section 9.7 Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) by overnight courier or hand delivery, or (ii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City: City of Georgetown
Attn: Assistant City Manager
808 Martin Luther King Jr. St.
Georgetown, Texas 78626
Phone: (512) 930-3652

with copies to: City of Georgetown
City Attorney
P.O. Box 409
Georgetown, Texas 78627
Phone: (512) 930-3652

Oaks: Oaks at San Gabriel, L.L.C.
c/o Hearthstone, Inc.
24151 Ventura Boulevard
Calabasas, California 91302
Attn: Steven C. Porath
Phone: (818) 385-3697

with copies to: Oaks at San Gabriel, L.L.C.
c/o Hearthstone, Inc.
24151 Ventura Boulevard
Calabasas, California 91302
Attn: Todd Rosa
Phone: (949) 954-1923

with copies to: Oaks at San Gabriel, L.L.C.
c/o Harris & Straub, LLC
311 University Drive, Suite 101
Fort Worth, Texas 76107
Attn: James R. Harris
Phone: (817) 332-0027

with copies to: Oaks at San Gabriel, L.L.C.
c/o Harris & Straub, LLC
4408 Spicewood Springs Road

Austin, Texas 78759
Attn: Joseph W. Straub
Phone: (512) 231-1555

with copies to: Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: Kevin M. Flahive
Phone: (512) 435-2333

Article XII.

12.0 Miscellaneous:

12.1 Except as specifically amended herein, all provisions of the Development Agreement are hereby acknowledged and ratified by the parties hereto to be in full force and effect.

12.2 Unless defined differently herein or the context clearly requires otherwise, each capitalized term used in this Second Amendment shall have the meaning ascribed to such term in the Development Agreement.

12.3 This Second Amendment may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Second Amendment may be executed on separate pages, and when attached to this Second Amendment shall constitute one (1) complete document.

12.4 The parties agree that this Second Amendment shall be recorded in the Real Property Records of Williamson County, Texas at the expense of Oaks.

Exhibits to Second Amendment:

Exhibit J – Preliminary Lot Layout

Exhibit K – Architectural and Masonry Standards

Exhibit L – Form of Intersection Signalization Fiscal Security – Letter of Credit

Exhibit M – Form of Intersection Signalization Fiscal Security – Escrow Agreement

[Signature Pages and Acknowledgements Follow]

CITY OF GEORGETOWN

OAKS AT SAN GABRIEL, L.L.C.,
a Texas limited liability company

By: _____
Dale Ross, Mayor

By: HEARTHSTONE, INC., a California
corporation, d/b/a in Texas as
Hearthstone Advisors, Inc., its Manager

ATTEST:

By: _____
Robyn Densmore, City Secretary

By: _____
Steven C. Porath, Senior Vice
President & General Counsel

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Charlie McNabb, City Attorney

By: _____
Kevin M. Flahive, Attorney for
Oaks at San Gabriel, L.L.C.

[Acknowledgements Follow]

THE STATE OF CALIFORNIA §
 §
COUNTY OF LOS ANGELES §

On _____, 2020, before me, _____, a Notary Public, personally appeared Steven C. Porath who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Notary Public

[Seal]

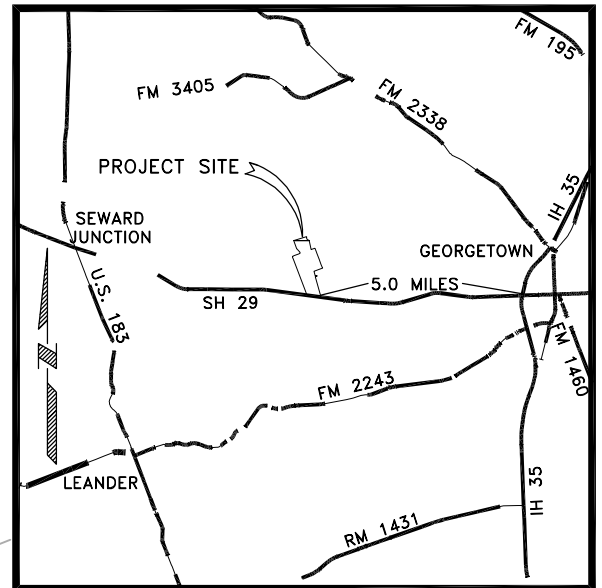
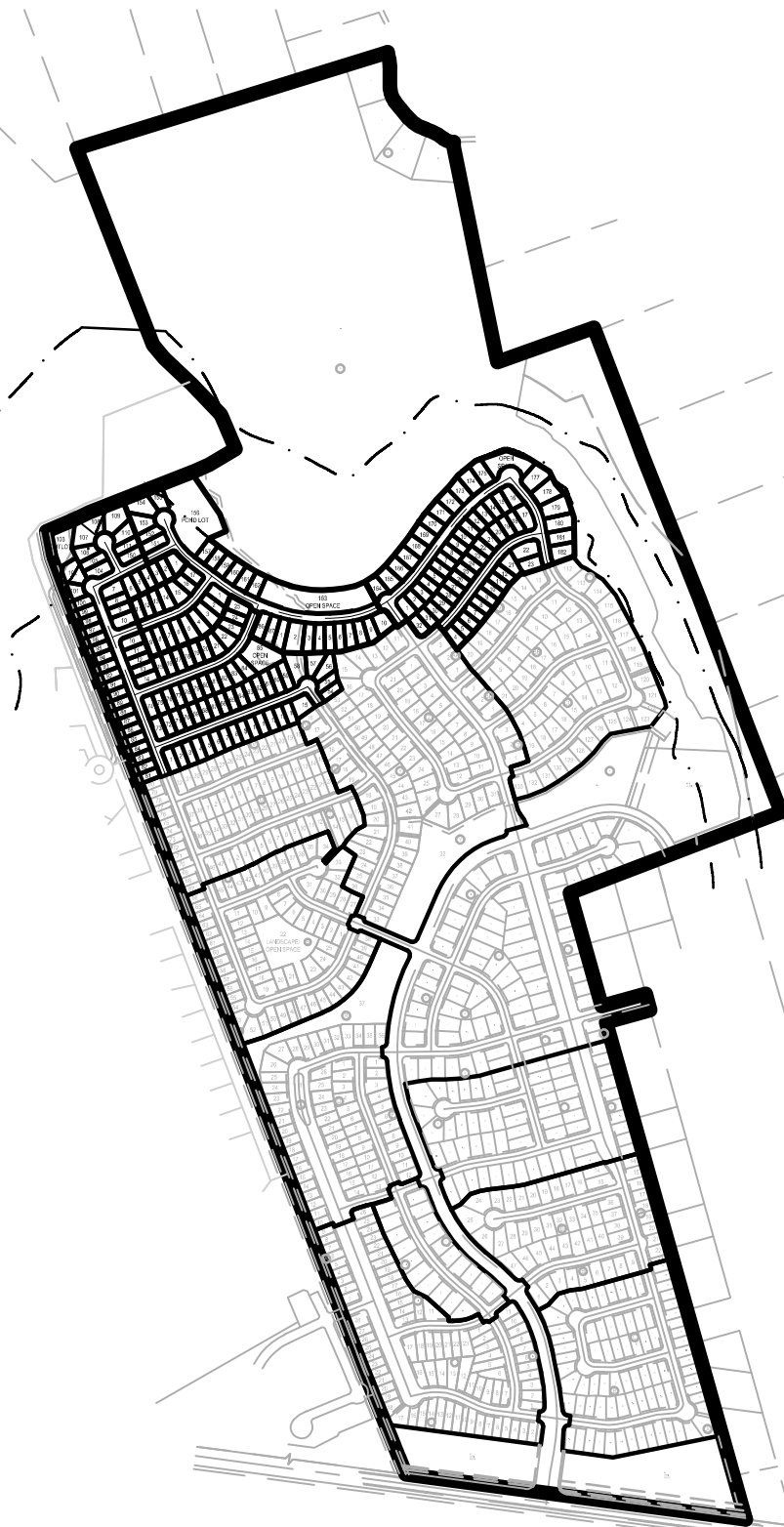
STATE OF TEXAS §
 § CORPORATE ACKNOWLEDGEMENT
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2020, by Dale Ross, a person known to me, in his capacity as Mayor of the City of Georgetown, Texas, a Texas home-rule municipal corporation, on behalf of said municipality.

[SEAL]

Notary Public, State of Texas

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LOCATION MAP
(NOT TO SCALE)

PLATTED/CONSTRUCTED			
	Phase	SFR Lots	Common Area Lots
	1A	0	1
	1B	79	4
	2	62	0
	3	20	0
	4	0	1
	5	85	3
	7	52	1
	8	70	3
	9	65	2
	10	80	2
	14	79	1
	15	85	2
	16	4	0
	TOTAL	681	20
FUTURE			
	6	63	1
	11	57	TBD
	12	40	TBD
	13	103	TBD
	TOTAL	263	TBD
PROJECT TOTAL			
		SFR Lots	Common Area Lots
	TOTAL	944	21+

OAKS AT SAN GABRIEL PRELIMINARY LOT LAYOUT "EXHIBIT J"

BGE, Inc.
101 W. LOUIS HENNA BLVD, SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046



EXHIBIT K

ARCHITECTURAL AND MASONRY STANDARDS

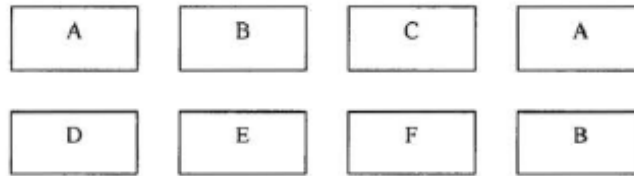
I. **Masonry Requirements; Foundation Shielding.** The exterior of each primary dwelling structure shall be at least sixty percent (60%) masonry construction. In addition to the preceding requirement, on all single-family lots (“**Lots**”) that abut Vista Heights Drive (whether along the side or rear of the Lot), the exterior of each primary dwelling structure (both first and second levels) shall be one hundred percent (100%) masonry construction. Further, each exterior (both first and second levels) of a primary dwelling structure that faces a public or private right-of-way, including both exteriors on a corner Lot that face the public or private right-of-way, shall be of one hundred percent (100%) masonry construction. In the event of any question as to whether an exterior faces a public or private right-of-way or abuts Vista Heights Drive, the determination of the homeowners association’s architectural review committee or similar authority (“**Architectural Reviewer**”) shall be conclusive. Only brick, stucco and natural stone shall be considered masonry for purposes of this provision, and although stucco shall be considered masonry, stucco shall not be used to satisfy more than fifty percent (50%) of the masonry requirement for any primary dwelling. No masonry with gray color tones other than mortar will be permitted. The Architectural Reviewer, in the Architectural Reviewer’s discretion, may approve the use of “decorative siding” (fibre-cement or equivalent material only): (i) on up to twenty percent (20%) of the front elevation of a two (2) story primary dwelling structure; or (ii) on front gables above plate line on a one (1) story primary dwelling structure. “**Decorative siding**” includes vertical board and batten, shakes, scallops and other decorative siding facades as may be approved by the Architectural Reviewer on a case by case basis in the Architectural Reviewer’s discretion. In no event shall horizontal lap siding be approved as “decorative siding”. All siding material shall be manufactured out of fibre-cement (e.g., Hardi-Plank or Cemplant) or an equivalent material approved by the Architectural Reviewer.

Exposed portions of the foundation on each front elevation, and side elevation visible from any street, must be concealed by extending the exterior masonry to within at least twenty-four inches (24”) of the finished grade; provided, however, if the exterior of the elevation adjacent to the exposed foundation is constructed of stucco, the Architectural Reviewer will have the authority to require the use of masonry, in a color approved in advance by the Architectural Reviewer, to conceal the exposed portion of the foundation.

II. **Plan and Elevation Repetition.** The Architectural Reviewer may, in its sole and absolute discretion, deny a plan and elevation combination proposed for a particular Lot if a substantially similar plan and elevation combination exists on a Lot in close proximity to the Lot on which the plan and elevation combination is proposed. The Architectural Reviewer may adopt additional requirements concerning substantially similar plans and/or elevations constructed in proximity to each other.

For Example:

- *Plan and elevation combination can be repeated every third Lot (example: Combination A, Combination B, Combination C, and Combination A).*

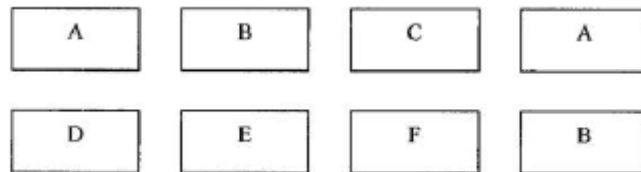


- *Across the Street: Same plan and elevation combination cannot be placed on a Lot across the street or diagonal from any other plan and elevation combination (example above: Combination B).*

III. Brick Color and Masonry Stone Repetition. The Architectural Reviewer may, in its sole and absolute discretion, deny proposed brick or masonry for a particular Lot if substantially similar brick or masonry exists on a Lot in close proximity to the Lot on which the brick or masonry is proposed. The Architectural Reviewer may adopt additional requirements concerning substantially similar brick or masonry constructed in proximity to each other.

For Example:

- *Similar brick or masonry; can be repeated every third Lot (example: Plan A, Plan B, Plan C, and Plan A).*



- *Across the Street: Same brick or masonry cannot be placed on a Lot across the street or diagonal from any other brick or masonry; (example above: Brick B).*

IV. Siting/Setbacks.

The following setbacks shall apply to each Lot other than a corner Lot:

- Front Lot line: 20 feet
- Rear Lot line: 10 feet
- Side Lot line: 6 feet

The following setbacks shall apply to each corner Lot:

- Front Lot line: 20 feet
- Rear Lot line: 10 feet
- Side Lot line: Side of Lot adjacent to, or facing the street: 15 feet
- Side Lot line: Side of Lot adjacent to, or facing any other Lot: 6 feet
- Corner lots that share a common side line with a landscape easement on the street side of the lot are only required to have a 6 foot setback from the landscape easement.

In the event of a dispute as to whether a Lot is considered a corner lot hereunder, the determination of the Architectural Reviewer shall be final and conclusive.

Notwithstanding any provision to the contrary herein, a covered porch shall be permitted to extend to a point no closer than ten feet (10') from the rear boundary line of a Lot. The Architectural Reviewer must approve the encroachment of any flatwork, i.e. driveway, porch, etc. over the side building setbacks. The Architectural Reviewer reserves the right to stipulate additional building or Improvement setbacks attributable to any Lot. The Architectural Reviewer further reserves the right to grant variances to the setbacks set forth herein in accordance with the terms hereof, as determined in the sole and absolute discretion of the Architectural Reviewer; provided, however, the Architectural Reviewer shall not grant a variance for any Lot that permits the construction of a garage thereon, the front façade of which is located less than twenty feet (20') from the front boundary line of such Lot.

EXHIBIT L

FORM OF INTERSECTION SIGNALIZATION FISCAL SECURITY – LETTER OF CREDIT

Irrevocable Letter of Credit

Issuance Date: _____ **Irrevocable Letter of Credit No.** _____

Beneficiary:

City of Georgetown, a Texas home rule municipality
Attn: Assistant City Manager
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

Owner/Applicant:

Oaks at San Gabriel, L.L.C.
c/o Hearthstone, Inc.
24151 Ventura Boulevard
Calabasas, California 91302

Stated Amount: _____ U.S. DOLLARS
(\$ _____)

Issuer:

Name
Address 1
Address 2
City, State, Zip Code
Phone
Fax

Expiration Date: _____, 20__ at 4:00 P.M. Central Standard Time.

At the request and account of OWNER/APPLICANT, ISSUER hereby opens in favor of BENEFICIARY our Irrevocable Letter of Credit for the STATED AMOUNT available by BENEFICIARY'S draft at sight drawn on ISSUER purportedly signed by either BENEFICIARY'S City Manager or Assistant City Manager. This Letter of Credit authorizes BENEFICIARY to draw on ISSUER in amounts which in the aggregate shall not exceed the STATED AMOUNT, which represents the required amount of the traffic signal fiscal security for the Vista Heights Drive and State Highway 29 Intersection (as described in that certain "Second Amendment to Development Concerning the Oaks at San Gabriel Subdivision" between OWNER/APPLICANT and BENEFICIARY dated to be effective on _____, ____ (the "AGREEMENT")) pertaining to design and construction of the Vista Heights Drive and State Highway 29 Intersection.

Funds under this Irrevocable Letter of Credit shall be made available to the BENEFICIARY on receipt by the ISSUER of a Sight Draft in the form attached to this Letter of Credit as “Annex A”, accompanied by the original of this Letter of Credit, and a Certificate in the form attached to this Letter of Credit as “Annex B” dated and signed by a purported authorized representative of the BENEFICIARY, with such signature acknowledged, stating that the BENEFICIARY is entitled to draw under this Letter of Credit. **No further substantiation of the claim(s) shall be required.**

ISSUER shall be entitled to accept a sight draft and certificate describe above under the terms of this Letter of Credit from the City Manager or the Assistant City Manager of the BENEFICIARY, with such signature acknowledged, without any obligation or duty to verify the authority or identity of the person presenting the sight draft or certificate.

Partial drawings are permitted only per the terms of the AGREEMENT, but not more frequently than once per month.

Upon receipt of one or more Sight Drafts described above, Issuer shall disburse the funds to the City of Georgetown, Texas, Attn: Assistant City Manager, 808 Martin Luther King Jr. St., Georgetown, Texas 78626 , in the amount stated in the Sight Draft. Such demand(s) will be honored if presented in person or by facsimile transmission on or before 4:00 o'clock pm Central Standard Time before the expiration date of this irrevocable letter of credit. If demand is presented before 10:00 a.m. Central Standard Time, funds must be received before 2:00 p.m. Central Standard Time the same day. If demand is presented after 10:00 a.m. Central Standard Time, funds must be received before 2:00 p.m. Central Standard Time the next business day. Funds may be received by wire transfer.

This Irrevocable Letter of Credit shall be governed by the laws of the State of Texas and venue for any disputes shall be in Williamson County, Texas.

Issuer shall provide written notification to the City of Georgetown, Texas, Attn: Assistant City Manager, 808 Martin Luther King Jr. St., Georgetown, Texas 78626, at least forty-five (45) calendar days prior to the expiration of this Irrevocable Letter of Credit as advice of the pending expiration.

It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended without amendment for a period of one (1) year from the present or any future Expiration Date.

ISSUER:

(Authorized Signature)

By: _____

Name: _____

Title: _____

**ANNEX A TO TRAFFIC SIGNAL FISCAL SECURITY
DRAW CERTIFICATE**

DATE: _____

REF. NO. _____

TO:

Issuer:

Name

Address 1

Address 2

City, State, Zip Code

Phone

Fax

FROM:

Beneficiary:

City of Georgetown, a Texas home rule municipality

Attn: Assistant City Manager

808 Martin Luther King Jr. St.

Georgetown, Texas 78626

AT SIGHT, PAY TO THE ORDER OF THE CITY OF GEORGETOWN, TEXAS,

_____ U.S. DOLLARS (\$
_____) drawn under _____ (*name of issuer*) Irrevocable

Standby Letter of Credit No. _____ dated _____
20__.

BENEFICIARY

CITY OF GEORGETOWN, TEXAS

(*Authorized Signature*)

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____,
20__ by _____ of the City of Georgetown,
Texas, a home-rule city, on behalf of the City.

(seal)

Notary Public Signature

Exhibit M

FORM OF INTERSECTION SIGNALIZATION FISCAL SECURITY – ESCROW AGREEMENT

ESCROW AGREEMENT

[Traffic Signalization, Intersection & Roadway Improvements]

The parties to this Escrow Agreement (this “**Agreement**”), dated effective as of _____, 202__ (the “**Effective Date**”), are OAKS AT SAN GABRIEL, L.L.C., a Texas limited liability company (“**Oaks**”), and THE CITY OF GEORGETOWN, a Texas home-rule municipal corporation (the “**City**”).

RECITALS:

A. Pursuant to the “Oaks at San Gabriel Traffic Impact Analysis” prepared for the City by Alliance Transportation Group, Inc., as updated on November 17, 2007 (the “**TIA**”), Oaks is obligated to fund the design, permitting and construction of traffic signalization, intersection and roadway improvements at the intersection of Vista Heights Drive and State Highway 29 in Williamson County, Texas (the “**Improvements**”), once the Texas Department of Transportation (“**TxDOT**”) has determined that the traffic generated by the Oaks at San Gabriel Subdivision necessitates the construction of such Improvements (*i.e.*, such Improvements are “warranted”).

B. Pursuant to the “Second Amendment to the Development Agreement Concerning the Oaks at San Gabriel Subdivision” entered into by and between Oaks and the City on _____, 2020 and recorded under Document No. _____ in the Official Public Records of Williamson County, Texas (as it may be further amended from time to time, the “**Second Amendment**”), within sixty (60) days after TxDOT has determined that the Improvements are “warranted”, Oaks shall: (i) provide to the City an engineer’s cost estimate of the Improvements approved by TxDOT; and (ii) either (a) deposit fiscal security with the City in an amount equal to 110% of the amount set out in such cost estimate in the form of either a letter of credit or cash pursuant to an escrow agreement, or (b) deliver to the City documentation that (1) TxDOT and Oaks have entered into a contract pursuant to which Oaks will perform or fund the design and construction of the Improvements, and (2) Oaks has deposited with TxDOT all funds and/or fiscal security (if any) required under that contract.

C. Pursuant the Warranty Study (as defined in the Second Amendment) dated effective _____, 202__, TxDOT has determined that the Improvements are now “warranted”.

D. The engineer’s cost estimate of the Improvements obtained by Oaks and approved by TxDOT provides that the estimated cost of the Improvements is \$_____ (the “**Initial Estimated Cost**”).

E. Oaks has elected to deposit cash with the City in an amount equal to 110% of the Initial Estimated Cost, which is \$_____ (as such amount may be adjusted pursuant

to Paragraph 4 below, the “**Cash Security**”), to be held in escrow as fiscal security for the completion of the Improvements in accordance with this Agreement.

AGREEMENTS:

IN CONSIDERATION of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Recitals Incorporated. The above Recitals and the Second Amendment, and all defined terms therein, are incorporated into this Agreement for all purposes.

2. Construction of Improvements. Oaks covenants to cause the Improvements to be designed, permitted and constructed, at Oaks’ expense, and to obtain the acceptance of the Improvements by TxDOT on or before the date that is 1 year after the Effective Date. The plans and specifications for the Improvements as finally approved by TxDOT are referred to in this Agreement as the “**Approved Construction Plans**”.

3. Deposit of Cash Security. The Cash Security must be held by the City in an interest-bearing account in compliance with the City’s investment policies. All interest earned on the Cash Security will be considered a part of the Cash Security.

4. Adjustment of Cash Security. If, upon the date that is 1 year after the Effective Date, and on or before the anniversary of such date each year thereafter during the term of this Agreement, Oaks has not yet caused the completion of the Improvements and TxDOT’s acceptance of the Improvements in accordance with this Agreement, Oaks is required under the Second Amendment to obtain and submit to the City an updated engineer’s cost estimate of the Improvements (each, an “**Updated Cost Estimate**”). Within 30 days after the City’s approval of each Updated Cost Estimate, the parties shall cause the amount of the Cash Security held in escrow in accordance with this Agreement to be adjusted to an amount equal to 110% of the Updated Cost Estimate.

5. Release of Cash Security. The Cash Security will be released to Oaks and this Agreement will terminate upon the earlier to occur of: (a) Oaks’ causing the completion of the Improvements in accordance with the Approved Construction Plans and satisfaction of all TxDOT requirements to cause TxDOT’s acceptance of the Improvements for ownership, operation and maintenance, and provision of documentation of same to the City; or (b) Oaks’ delivery to the City of documentation that (i) TxDOT and Oaks have entered into a contract pursuant to which Oaks will perform or fund the design and construction of the Improvements, and (ii) Oaks has deposited with TxDOT all funds and/or fiscal security (if any) required under that contract.

6. City’s Use of Cash Security. If at any time during the term of this Agreement, Oaks has not caused the completion of the Improvements and TxDOT’s acceptance of the Improvements in accordance with this Agreement, the City may give written notice to Oaks of such failure. If Oaks then fails to cause the completion of the Improvements and TxDOT’s acceptance of the Improvements within 90 days after the date of such notice, the City may draw upon and use the Cash Security to cause the completion of the Improvements and TxDOT’s

acceptance of the Improvements. Any portion of the Cash Security which is not used by the City to cause the completion of the Improvements and TxDOT's acceptance of the Improvements, will be released to Oaks within 30 days after TxDOT's acceptance of the Improvements, whereupon this Agreement will terminate.

7. Remedies. Should a party hereto fail to perform an obligation hereunder in accordance with the terms, provisions and conditions of this Agreement ("**Failing Party**"), then the other party ("**Affected Party**") may provide written notice of such failure to the Failing Party and the Failing Party shall thereupon have 10 days to cure such failure. If such failure has not been cured after the expiration of such 10-days period, then the Affected Party may elect, within 30 days after the expiration of the 10-day cure period, to (i) institute suit for specific performance against the Failing Party to compel performance of the obligation, and the costs of compelling performance (including, without limitation, reasonable attorneys' fees and expenses) shall be reimbursable to the prevailing Affected Party in such litigation; or (ii) pursue the recovery of any and all actual (but not speculative, consequential or punitive) damages suffered by the Affected Party as a result of the Failing Party's breach of its obligations hereunder (including reasonable attorneys' fees and expenses).

8. Assignability. The benefits and burdens of this Agreement are binding on and inure to the benefit the City and its successors and assigns, and on the Oaks, its successors and assigns.

9. Notice. Any notice required or permitted by this Agreement must be in writing and is deemed delivered when personally delivered or three (3) days after it is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to Oaks: Oaks at San Gabriel, L.L.C.
 c/o Hearthstone, Inc.
 24151 Ventura Boulevard
 Calabasas, California 91302
 Attn: Steven C. Porath
 Phone: (818) 385-3697

with copies to: Oaks at San Gabriel, L.L.C.
 c/o Hearthstone, Inc.
 24151 Ventura Boulevard
 Calabasas, California 91302
 Attn: Todd Rosa
 Phone: (949) 954-1923

Oaks at San Gabriel, L.L.C.
c/o Harris & Straub, LLC
311 University Drive, Suite 101
Fort Worth, Texas 76107
Attn: James R. Harris
Phone: (817) 332-0027

Oaks at San Gabriel, L.L.C.
c/o Harris & Straub, LLC
4408 Spicewood Springs Road
Austin, Texas 78759
Attn: Joseph W. Straub
Phone: (512) 231-1555

Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: Kevin M. Flahive
Phone: (512) 435-2333

If to the City: City of Georgetown
Attn: Assistant City Manager
808 Martin Luther King Jr. St.
Georgetown, Texas 78626
Phone: (512) 930-3652

with copy to: City of Georgetown
City Attorney
P.O. Box 409
Georgetown, Texas 78627
Phone: (512) 930-3652

The parties may, from time to time, change their respective addresses for purposes of notice listed above. A party's change of address is effective when notice of the change is provided to the other party in accordance with this Paragraph.

10. Governing Law and Venue. Notwithstanding any conflict of laws provisions, the parties agree that the terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the State of Texas and the United States of America from time to time in effect, and that Williamson County, Texas will be the proper place of venue for any suit under this Agreement.

11. Amendment. Any oral representations or modifications concerning this Agreement have no force or effect unless there is a subsequent written modification executed by duly authorized representatives of both parties.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

[SIGNATURE PAGE FOLLOWS]

Executed by the parties to be effective as of the Effective Date.

CITY OF GEORGETOWN

OAKS AT SAN GABRIEL, L.L.C.,
a Texas limited liability company

By: _____
Dale Ross, Mayor

By: HEARTHSTONE, INC., a California
corporation, d/b/a in Texas as
Hearthstone Advisors, Inc., its Manager

ATTEST:

By: _____
Robyn Densmore, City Secretary

By: _____
Steven C. Porath, Senior Vice
President & General Counsel

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Charlie McNabb, City Attorney

By: _____
Kevin M. Flahive, Attorney for
Oaks at San Gabriel, L.L.C.

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

Development of and the provision of water and wastewater services to the Oaks at San Gabriel Subdivision, a 397.768 acre site located in the City’s ETJ (the “**Property**”), is governed by four agreements: a Development Agreement, an Offsite Utility Agreement (pertaining to wastewater services), a Consent Agreement (pertaining to West Williamson County Municipal Utility District No. 1) , and a Water Services Agreement. The developer of the Property, Oaks at San Gabriel, L.L.C. (“**Oaks**”), has requested several changes to these agreements. This agenda item addresses the requested changes to the Consent Agreement.

BACKGROUND

On November 29, 2007, the City approved a Consent Agreement between the City, Oaks at San Gabriel, L.L.C. (“Oaks”), and, on its formation, a municipal utility district to be created on the Property, which was recorded in the Official Public Records of Williamson County as Document No. 2008090290, and on March 1, 2011 approved the First Amendment to Consent Agreement, which was recorded in the Official Public Records of Williamson County as Document No. 2011017941 (collectively, the “**Consent Agreement**”). Pursuant to the Consent Agreement, “West Williamson County Municipal Utility District No. 1 was created by TCEQ order dated June 13, 2008. The District executed the Consent Agreement on August 19, 2009.

PROPOSED AMENDMENT

The requested changes to the Consent Agreement are as follows:

- Increase the Bond Limit Amount from \$25,825,000 to \$35,000,000
- Require Oaks to use \$1,000,000 of the Bond proceeds to fund the design, permitting, construction and installation of recreational facilities within the District to serve the residents of the District
- Update name of provider of water services from CTSUD to the City
- Update addresses for notice

ATTACHMENTS

Resolution including Second Amendment to the Consent Agreement

FINANCIAL IMPACT:

This amendment is proposing to increase the “Estimated Amount of Bonds to be Issued” and add a requirement that \$1,000,000 of Bond proceeds be used to fund the design, permitting, construction and installation of recreational facilities within the District to serve the residents of the District. All other financial terms will remain the same as follows:

Estimated Amount of Bonds to be Issued: Increase from \$25,825,000 to \$35,000,000 [Amended]

District Only Tax Rate (Maximum): \$0.90 currently. No cap. [No Change]

Maximum Maturity of Bonds: 20 years from the date of issuance for any one series of bonds, excluding refunding Bonds. [No Change]

Refunding of Bonds: District may redeem bonds at any time beginning not later than the tenth (10th) anniversary of the

date of issuance without premium; the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds. [No change]

Maximum Issuance Period between First and Last Bonds: On or before the date that is ten (10) years after the first issuance of bonds by the District, excluding refunding Bonds. [No change]

Reimbursement Agreements: District will not issue Bonds for the purposes of reimbursing the Developer for any costs or expenses paid by the Developer after the tenth (10th) anniversary of the date of the first issuance of bonds by the District. [No change]

Facilities Bonds may be Issued to Finance: including roadways, ROW landscape, Water Quality, Street Utilities, Water Line, Trails, Trail Heads, Water Quality Ponds, Site Furniture, Signage, Perimeter Landscape Screening, Pocket Parks, Community Green, Wastewater Interceptor, City Operations and Compensation Fee (\$3,311,082), and Wastewater Treatment Plant Expansion (estimated to be \$2,434,130). See First Amended Exhibit I in the First Amendment to the Development Agreement. [No change]

SUBMITTED BY:

Danella Elliott

ATTACHMENTS:

Resolution and 2nd Amendment to CA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING THE SECOND AMENDMENT TO THE CONSENT AGREEMENT BY AND BETWEEN THE CITY OF GEORGETOWN, TEXAS, WEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, AND OAKS AT SAN GABRIEL, L.L.C., REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Oaks at San Gabriel, L.L.C. ("Oaks") is the developer of that certain property described in Document Nos. 2007035434 and 2007035435 of the Official Records of Williamson County, consisting of approximately 397.768 acres of land known locally as the Oaks at San Gabriel Subdivision (the "Land").

WHEREAS, on November 29, 2007, the City approved a Consent Agreement, to which became effective on December 4, 2007, and which was recorded in the Official Records of Williamson County, Texas as Document No. 2008090290, and was subsequently amended by the First Amendment to Consent Agreement, effective March 1, 2011, which was recorded in the Official Records of Williamson County as Document No. 2011017941 (collectively, as amended, the "Consent Agreement").

WHEREAS, by Resolution dated January 8, 2008, the City Council approved a name change for the municipal utility district from "Williamson County Municipal Utility District No. 23" to "West Williamson County Municipal Utility District No. 1" (because the former name was already taken), and said Resolution was recorded in the Official Records of Williamson County, Texas as Document No. 2008090291.

WHEREAS, West Williamson County Municipal Utility District No. 1 was created on June 13, 2008 by order of the Texas Commission on Environmental Quality ("TCEQ") and the District executed the Consent Agreement on August 19, 2009.

WHEREAS, the City, Oaks, and the District desire to amend the Consent Agreement to: (a) Increase the Bond Limit Amount from \$25,825,000 to \$35,000,000; (b) require Oaks to use \$1,000,000 of the Bond proceeds to fund the design, permitting, construction and installation of recreational facilities within the District to serve the residents of the District; (c) update name of provider of water services from CTSUD to the City; and (d) update addresses for notice.

Resolution No. _____

Second Amendment to Consent Agreement – West Williamson County MUD No. 1
(Oaks at San Gabriel Subdivision)

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

Section 1: The foregoing recitals are true and correct and are incorporated into this Resolution in full by this reference.

Section 2: The "Second Amendment to the Consent Agreement" by and between the City of Georgetown, Texas, West Williamson County Municipal Utility District No. 1, and Oaks at San Gabriel, L.L.C. (the "Second Amendment") in substantially the form attached hereto as **Attachment 1**, is hereby approved; the Mayor is authorized to sign the Second Amendment and the City Secretary to attest.

Section 3: All ordinances and resolutions, or parts of resolutions and ordinances, that are in conflict with this Resolution are hereby repealed and are no longer in effect. Except as expressly amended by this Resolution or by the Second Amendment, all prior ordinances and resolutions pertaining to the Consent Agreement remain in full force and effect.

Section 4: The Mayor of the City of Georgetown is hereby authorized to sign this Resolution and the City Secretary of the City of Georgetown to attest.

Section 5: This Resolution shall become effective on its final passage.

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

List of Attachments:

Attachment 1 – Second Amendment to Consent Agreement

CITY OF GEORGETOWN, TEXAS

Dale Ross, Mayor

ATTEST:

Robyn Densmore, City Secretary

**SECOND AMENDMENT TO
CONSENT AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Second Amendment to the Consent Agreement (this “**Second Amendment**”) is entered into by and among the City of Georgetown, a Texas home rule municipal corporation (the “**City**”), Oaks at San Gabriel, L.L.C., a Texas limited liability company (“**Oaks**” and the “**Developer**”), and West Williamson County Municipal Utility District No. 1, a water conservation district created and operating pursuant to Chapters 49 and 54 of the Texas Water Code (the “**District**”).

RECITALS

WHEREAS, Oaks is the developer of that certain property described in Document Nos. 2007035434 and 2007035435 of the Official Records of Williamson County, consisting of approximately 397.768 acres of land (the “**Land**”); and

WHEREAS, on November 29, 2007, the City approved the Consent Agreement, effective as of December 4, 2007, which was recorded in the Official Records of Williamson County as Document No. 2008090290, as amended by the First Amendment to Consent Agreement, effective March 1, 2011, which was recorded in the Official Records of Williamson County as Document No. 2011017941 (as amended, the “**Consent Agreement**”); and

WHEREAS, the City Council of the City by Resolution dated January 8, 2008 approved the amendment of the name of the proposed municipal utility district from “Williamson County Municipal Utility District No. 23” to “West Williamson County Municipal Utility District No. 1” and such Resolution was recorded in the Official Records of Williamson County as Document No. 2008090291; and

WHEREAS, the District was created on June 13, 2008, by order of the Texas Commission on Environmental Quality (“**TCEQ**”) and executed the Consent Agreement on August 19, 2009; and

WHEREAS, the parties desire to amend the Consent Agreement as set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals and mutual agreements set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are all hereby acknowledged, the City, Oaks and the District hereby agree to amend the Consent Agreement as follows:

ARTICLE I.

1.0. Section 4.01. Water Services, is hereby deleted and replaced with the following:

Section 4.01. Water Services. Retail water service to the District shall be provided by the City in accordance with an agreement between the City and the Developer.

1.1. Section 5.02. Amount of Bonds, is hereby deleted and replaced with the following:

Section 5.02. Amount of Bonds. In consideration of the City's consent to the creation of the District, the District agrees that the total amount of Bonds issued by the District for all purposes shall not exceed THIRTY FIVE MILLION U.S. DOLLARS (\$35,000,000) (the "**Bond Limit Amount**") for all purposes. The City, Developer, and the District acknowledge and agree that the Bond Limit Amount is sufficient to accomplish the purposes of the District, and that the Developer and the District have voluntarily agreed to the Bond Limit Amount. Further, the Developer agrees to utilize ONE MILLION U.S. DOLLARS (\$1,000,000) of the proceeds of the Bonds received by the Developer to fund the design, permitting, construction and installation of recreational facilities within the District to serve the residents of the District.

1.2. Section 8.01. Notice, is hereby modified and amended to delete the contact information for the parties and replace such information with the following:

City: City of Georgetown
808 Martin Luther King Street
Georgetown, Texas 78626
Attn: City Manager
Phone: (512) 930-3652

with copies to: City of Georgetown
City Attorney
P.O. Box 409
Georgetown, Texas 78627
Phone: (512) 930-3652

Oaks: Oaks at San Gabriel, L.L.C.
c/o Hearthstone, Inc.
24151 Ventura Boulevard
Calabasas, California 91302
Attn: Steven C. Porath
Phone: (818) 385-3697
Fax: (818) 826-5955

with copies to: Oaks at San Gabriel, L.L.C.
c/o Hearthstone, Inc.
24151 Ventura Boulevard
Calabasas, California 91302
Attn: Todd Rosa
Phone: (949) 954-1923
Fax: (818) 826-5955

with copies to: Oaks at San Gabriel, L.L.C.
c/o Harris & Straub, LLC
311 University Drive, Suite 101
Fort Worth, Texas 76107
Attn: James R. Harris
Phone: (817) 332-0027
Fax: (817) 332-1400

with copies to: Oaks at San Gabriel, L.L.C.
c/o Harris & Straub, LLC
4408 Spicewood Springs Road
Austin, Texas 78759
Attn: Joseph W. Straub
Phone: (512) 231-1555
Fax: (512) 231-8955

with copies to: Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: Kevin M. Flahive
Phone: (512) 435-2333
Fax: (512) 435-2360

ARTICLE II

2.0 Except as specifically amended herein, all provisions of the Consent Agreement are hereby acknowledged and ratified by the parties hereto to be in full force and effect.

2.1 Unless defined differently herein or the context clearly requires otherwise, each capitalized term used in this Second Amendment shall have the meaning ascribed to such term in the Consent Agreement.

2.2 This Second Amendment may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Second Amendment may be executed on separate pages, and when attached to this Second Amendment shall constitute one (1) complete document.

2.3 The parties agree that this Second Amendment shall be recorded in the Real Property Records of Williamson County, Texas at the expense of Oaks.

EXECUTED this the ____ day of _____, 2020.

CITY OF GEORGETOWN

OAKS AT SAN GABRIEL, L.L.C.,
a Texas limited liability company

By: _____
Dale Ross, Mayor

By: HEARTHSTONE, INC., a California
corporation, d/b/a in Texas as
Hearthstone Advisors, Inc., its Manager

ATTEST:

By: _____
Robyn Densmore, City Secretary

By: _____
Steven C. Porath, Senior Vice
President & General Counsel

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Charlie McNabb, City Attorney

By: _____
Kevin M. Flahive, Attorney for
Oaks at San Gabriel, L.L.C.

WEST WILLIAMSON COUNTY
MUNICIPAL UTILITY DISTRICT NO. 1

By: _____
Kathryn (Katie) Hutcheson
President, Board of Directors

ATTEST:

By: _____
Herbert (Trey) Dickehut, III
Secretary, Board of Directors

APPROVED AS TO FORM:

By: _____
Kevin M. Flahive, Attorney for
West Williamson County Municipal
Utility District No. 1

THE STATE OF CALIFORNIA §
 §
COUNTY OF LOS ANGELES §

On _____, 2020, before me, _____, a Notary Public, personally appeared Steven C. Porath who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

[Seal]

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

CORPORATE ACKNOWLEDGEMENT

This instrument was acknowledged before me on this ____ day of _____, 2020, by Dale Ross, a person known to me, in his capacity as Mayor of the City of Georgetown, Texas, a Texas home-rule municipal corporation, on behalf of said municipality.

[SEAL]

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Kathryn (Katie) Hutcheson, President of West Williamson County Municipal Utility District No. 1, a district operating under Chapters 49 and 54 of the Texas Water Code.

[SEAL]

Notary Public, State of Texas

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

Development of and the provision of water and wastewater services to the Oaks at San Gabriel Subdivision, a 397.768 acre site located in the City’s ETJ (the “**Property**”), is governed by four agreements: a Development Agreement, an Offsite Utility Agreement (pertaining to wastewater services), a Consent Agreement (pertaining to West Williamson County Municipal Utility District No. 1) , and a Water Services Agreement. The developer of the Property, Oaks at San Gabriel, L.L.C. (“**Oaks**”), has requested several changes to these agreements. This agenda item addresses the requested changes to the Water Service Agreement.

BACKGROUND

On November 11, 2018, the City and Oaks entered into that certain “Water Service Agreement - Oaks at San Gabriel” dated November 11, 2018 pursuant to which the City agreed to provide, and Oaks agreed to pay for 865 Living Unit Equivalents (“**LUEs**”) of retail water service to customers located or to be located within the Property (the “**Water Agreement**”).

Consistent with Oaks’ request to amend the Development Agreement to increase the number of residential lots that are allowed on the Property from 853 to 944, Oaks has also applied to increase the number of water service LUEs from 853 to 975, which will accommodate 944 residential lots (at 1 LUE/lot), the existing amenity center (at 7 LUEs), and irrigation meters for open space (24 LUEs).

PROPOSED AMENDMENT

- - Increase the Service Commitment from 853 LUEs to 975 LUEs
 - Update the buildout schedule to add the additional LUEs
 - Make corresponding changes to other sections of the Water Agreement reflecting the current buildout status and future build out in terms of water service LUEs

ATTACHMENTS:

First Amendment to the Water Service Agreement (Oaks at San Gabriel)

FINANCIAL IMPACT:

None

SUBMITTED BY:

Danella Elliott

ATTACHMENTS:

First Amendment to Water Service Agrmt - Oaks at San Gabriel

City of Georgetown	§	First Amendment to
County of Williamson	§	Water Service Agreement
State of Texas	§	(Oaks at San Gabriel)

This First Amendment to Water Service Agreement ("First Amendment") is entered into as of the Effective Date by and between the City of Georgetown, Texas, a Texas home rule municipality (the "City"), and Oaks at San Gabriel, LLC, a Texas limited liability company ("Developer"). In this Agreement, the City and the Developer are sometimes individually referred to as "a Party" and sometimes collectively referred to as "the Parties."

ARTICLE 1. RECITALS

WHEREAS, the City and Developer are parties to that certain "Water Service Agreement - Oaks at San Gabriel" dated November 11, 2018 (the "Original Agreement"), pursuant to which the City agreed to provide, and Oaks agreed to pay for, 865 Living Unit Equivalents ("LUEs") of retail water service to customers located or to be located within that certain real property consisting of approximately 397.768 acres of land known as the Oaks at San Gabriel Subdivision located in Williamson County, Texas in the extraterritorial jurisdiction of the City (the "Property").

WHEREAS, Developer desires to increase the service to 975 LUEs and to update the Build-out Schedule attached to the Original Agreement as Exhibit "B" to reflect the increase.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 2. AMENDMENTS TO AGREEMENT

2.01 Amendment to Section 1.01 of the Original Agreement. Section 1.10 of the Original Agreement entitled "*Service Commitment*" shall be deleted in its entirety and replaced with the following:

1.10 "*Service Commitment*" means the 975 LUEs of retail water service that City agrees to make available to the Property in accordance with the terms and conditions of this Agreement. The Developer may reduce the Service Commitment at any time by providing written notice of such reduction to the City, but Developer may not reduce the Service Commitment to an amount that is less than the number of final platted lots within the Property.

2.02 Amendment to Section 1.13 of the Original Agreement. Section 1.13 of the Original Agreement entitled “*Water Acquisition Fee*” shall be deleted in its entirety and replaced with the following:

1.13 “*Water Acquisition Fee*” means an annual fee determined by City to be paid by or on behalf of Developer for the costs of acquiring water for up to 975 LUEs, to be calculated in accordance with Section 4.2 of this Agreement.

2.03 Amendment to Section 1.14 of the Original Agreement. Section 1.14 of the Original Agreement entitled “*Water Acquisition Fee Period*” shall be deleted in its entirety and replaced with the following:

1.14 “*Water Acquisition Fee Period*” means a period of time beginning upon the execution of this Agreement and ending at the earlier of the following: (i) at such time as the number of active connections within the Property is equal to approximately fifty percent (50%) of the total Service Commitment made available hereunder (*i.e.*, 488 LUEs based on the current Service Commitment); or (ii) upon termination of this Agreement according to its terms, in which event City’s commitment for water service to the Property shall also terminate.

2.04 Amendment to Section 3.1 of the Original Agreement. Section 3.1 of the Original Agreement entitled **Build-out Schedule** shall be deleted in its entirety and replaced with the following:

3.1 **Build-out Schedule.**

(a) Developer agrees that on or before the second anniversary of the Effective Date there will be 87 LUEs of active connections within the Property, such number of connections being equal to nine percent (9%) of the total Service Commitment made available hereunder. In the event that there are not the requisite number of LUEs of active connections, Developer agrees that on or before the second anniversary of the Effective Date, Developer will pay or cause to be paid to City, on a monthly basis, an amount equivalent to the base rate to be charged by City in accordance with City’s policies, rates, and regulations then in effect for the difference between the required number of active connections and the actual number of active connections within Property.

(b) Developer agrees that after the second anniversary of the Effective Date (730 days after the Effective Date) there will be an additional 87 LUEs of active connections within Property each year, such number of connections being equal to approximately nine percent (9%) of the total Service Commitment made available hereunder, until the number of active connections is equal to eighty percent (80%) of the total Service Commitment made available hereunder (*i.e.*, 780 LUEs based on the current Service Commitment). In the event that there are not the requisite number of LUEs of active connections as of the anniversary of the Effective Date, Developer will pay or cause to be paid to City, on a monthly basis, an amount equivalent to the base rate to be charged by City in accordance with City's policies, rates, and regulations then in effect for the difference between the required number of active connections and the actual number of active connections within Property.

(c) The required build-out schedule is further described in **Exhibit "B"**, attached hereto and incorporated herein by reference. Developer acknowledges and agree that its failure to have completed the requisite number of active connections as of the respective anniversary of the Effective Date or failure to timely pay in full the appropriate fee equivalent to the base rate for the difference between the required number of active connections and the actual number of active connections is a material breach of this Agreement. Without limitation, City may refuse to provide any additional service within Property pursuant to this Agreement until such time as the breach is cured. In the event of such a breach, City may also exercise all rights and remedies available at law or in equity, including termination, in which event, City's obligation to provide service to any new connections within Property under this Agreement shall terminate.

2.05 Amendment to Exhibit "B" to the Original Agreement. **Exhibit "B"** attached to the Original Agreement is hereby removed in its entirety and replaced with the attached **First Amended Exhibit "B"**.

ARTICLE 3. MISCELLANEOUS

3.01 Incorporation of Recitals. The recitals set forth above are hereby found to be true and correct and are incorporated herein and made a part of this First Amendment by this reference.

3.02 Defined of Terms. All capitalized terms used in this First Amendment shall have the same meanings given to such terms in the Original Agreement unless expressly provided otherwise in this First Amendment.

3.03 No Waiver. The Parties' execution of this First Amendment shall not (a) constitute a waiver of any of its rights and remedies under the Original Agreement or at law with respect to the other Party's obligations under the Original Agreement, or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other Party.

3.04 Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

3.05 Entire Agreement. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said parties. The Parties hereto agree and understand that this Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

3.06 Counterparts. This First Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

3.07 Effective Date. This First Amendment shall be effective on the latest date accompanying the signatures of the duly authorized representatives of the Parties below.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

THE CITY:

CITY OF GEORGETOWN, TEXAS,
a Texas home rule municipality

By: _____
Dale Ross, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Charlie McNabb, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____,
2020 by Dale Ross, Mayor of the City of Georgetown, Texas, a Texas home rule municipal
corporation, on behalf of the City of Georgetown.

By: _____
Notary Public in and for the State of Texas

(seal)

DEVELOPER:

OAKS AT SAN GABRIEL, LLC,
a Texas limited liability company

By: HEARTHSTONE, INC.,
a California corporation,
d/b/a in Texas as Hearthstone Advisors, Inc.,
its Manager

By: _____
Steven C. Porath, Senior Vice
President & General Counsel

APPROVED AS TO FORM:

By: _____
Kevin M. Flahive, Attorney for
Oaks at San Gabriel, LLC

THE STATE OF CALIFORNIA §
 §
COUNTY OF LOS ANGELES §

On _____, 2020, before me, _____, a Notary Public, personally appeared Steven C. Porath who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
(seal)

Notary Public, State of California

First Amended Exhibit "B"

Build-out Schedule

Number of Years After Effective Date	Required Total Active Connections in LUEs at Conclusion of Year	% of Total Commitment
2	87	9%
3	174	18%
4	261	27%
5	348	36%
6	435	45%
7	522	54%
8	609	62%
9	696	71%
10	783	80%

City of Georgetown, Texas
City Council Regular Meeting
April 28, 2020

SUBJECT:

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

ITEM SUMMARY:

Development of and the provision of water and wastewater services to the Oaks at San Gabriel Subdivision, a 397.768 acre site located in the City’s ETJ (the “Property”), is governed by four agreements: a Development Agreement, an Offsite Utility Agreement (pertaining to wastewater services), a Consent Agreement (pertaining to West Williamson County Municipal Utility District No. 1 (the “District”), and a Water Services Agreement. The developer of the Property, Oaks at San Gabriel, L.L.C. (“Oaks”), has requested several changes to these agreements. This agenda item addresses the requested changes to the Offsite Utility Construction and Cost Reimbursement Agreement pertaining to wastewater services.

BACKGROUND

In 2007 the City, Oaks and the District entered into an “Offsite Utility Construction and Cost Reimbursement Agreement Concerning the Oaks at San Gabriel Subdivision,” dated to be effective on May 10, 2007 and recorded in the Official Public Records of Williamson County as Document No. 2007040908 (the “Original Agreement”), which was amended on December 4, 2007 by that certain “First Amendment to the Offsite Utility Construction and Cost Reimbursement Agreement Concerning the Oaks at San Gabriel Subdivision,” recorded in the Official Public Records of Williamson County, Texas as Document No. 20080011038 (the “First Amendment”), and on June 8, 2010 by the “Second Amendment to the Offsite Utility Construction and Cost Reimbursement Agreement Concerning the Oaks at San Gabriel Subdivision,” recorded in the Official Public Records of Williamson County, Texas as Document No. 2010076610 (the “Second Amendment”). The Original Agreement, First Amendment, and Second Amendment are collectively referred to herein as the “Prior Agreement.”

Before execution of the Prior Agreement, the Cimarron Hills Wastewater Treatment Plant (“CHWWTP”) sized at 0.46 MGD (the “Interim Phase II Size”), a holding pond (“Holding Pond # 1”), and effluent irrigation improvements were constructed by the owner/developer of the Cimarron Hills Subdivision on land within that subdivision (which is immediately adjacent to the Property to the east). Neither the Cimarron Hills Subdivision nor the Oaks at San Gabriel Subdivision are fully built out and both are current receiving service from the CHWWTP at the Interim Phase II Size. Currently, final plats for approximately 196 acres of the Property have been approved and recorded, and final plats for 159 single-family residential legal lots have been approved but are not yet recorded.

The Prior Agreement contemplated that the City would add a third phase to the CHWWTP to treat up to 0.46 MGD of wastewater (the “Expanded CHWWTP” and the “CHWWTP Final Phase Facilities”), at Oaks’ expense in order to serve the Property at full build out, which was established in the Prior Agreement as 853 Connections.

Oaks desires to increase the density of development on the Property from 853 Connections to 951 Connections, and to secure additional wastewater services for the 951 Connections. The City has determined that it can provide the Maximum Wastewater Capacity (i.e., 951 Connections, but not to exceed 0.22 MGD) by basically doubling the capacity of existing plant, on the terms and conditions set forth in the attached Amended and Restated Agreement. The City has already secured a permit from the TCEQ authorizing the expansion. In addition, the City and Oaks have agreed to simplify the process for payment, design, and construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities.

PROPOSED AMENDMENT

Because of the extent of the revisions to the Prior Agreement, for clarity and ease of references, the attached “Amended and Restated Offsite Utility Construction and Cost Reimbursement Agreement Concerning the Oaks at San Gabriel Subdivision” will entirely replace and supersede the Prior Agreement. The highlights of the new Agreement are as

follows:

At Oaks' expense, the City will design and construct the Expanded CHWWTP and the CHWWTP Final Phase Facilities as follows.

- By July 31, 2020, Oaks will pay the City in cash for the estimated cost of design and will post a Letter of Credit for the estimated cost of construction
- The City will use the cash to retain an engineer to do the design (Oaks will have the opportunity to provide input on the contract documents, but the City will let the contract). The City will have a deadline to commence the design contracting process.
- After the design is approved by the TCEQ, the City will retain a construction contractor to construct the project (Oaks will have the opportunity to provide input on the contract documents, but the City will let the contract). The City will have a deadline to commence the construction contracting process.
- Oaks will pay for the cost of construction one of two (or a combination of both) ways:
 - For the period before 15 days before the construction contract documents are signed, Oaks will pay a "Per Connection Amount" on a per-lot basis as lots are final platted prior to recordation
 - For the period on and after the date that is 15 days before the City signs the construction contract documents, Oaks will pay the remainder of the construction contract price as a lump sum
 - Oaks will also post a letter of credit or cash in the amount of 25% of the contract price to secure its obligation to pay for contingencies
 - To address the situation where Oaks is ready to submit the last plat in the subdivision but the City has not yet approved the construction contract, Oaks will post a letter of credit in the amount of the engineer's estimate of probable costs which the City will hold to secure Oaks's promise to pay the contract price at the time it becomes known.
 - The intent is for the City to have immediately available funds on hand to pay for design and construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities.
 - There is a "true-up" provision that will occur when the construction contract is closed out to make sure that Oaks has paid the full amount of all design and construction costs.
- The contract does obligate the City to pump and haul, or provide wastewater services some other way, at the City's expense under certain limited circumstances which are intended to be fair to both the City and Oaks (i.e., Oaks' development will not be unduly delayed, but the City will not be required to perform more quickly than is reasonably or regulatorily possible).

Because the CHWWTP is a no-discharge plant, treated effluent generated from the plant has to be disposed of via land irrigation on the Cimarron Hills Golf Course. To store the additional treated effluent prior to land irrigation, a second holding pond ("Holding Pond #2") will be placed on land owned by the District, which is adjacent to the existing CHWWTP site. Also, new irrigation lines and related equipment will be installed as part to route the treated effluent from the plant, to Holding Pond # 2,, and either back to the existing holding pond on the Cimarron Hills Golf Course or directly to the irrigation facilities on the golf course (these details will be determined during design).

ATTACHMENTS:

Amended and Restated Offsite Utility Construction and Cost Reimbursement Agreement Concerning the Oaks at San Gabriel Subdivision and the following attachments to that Agreement:

Exhibit A	Approved Form – Utility Easement
Exhibit B	Approved Form – Access Easement
Exhibit C	Approved Form – Holding Pond # 2 Land Deed
Exhibit D	Approved Form – License Agreement
Exhibit E	Location Map – CHWWTP, Holding Pond # 1, Holding Pond # 2 Land, Irrigation Lands, Irrigation Improvements
Exhibit F	Approved Form – Letter of Credit
Exhibit G	Location Map – the Property (the District)
Exhibit H	Preliminary Lot Layout
Exhibit I	Engineer's Estimate of Probable Cost

FINANCIAL IMPACT:

Oaks is responsible for the cost to design and construct the Expanded CHWWTP. However, Oaks may request pump and haul Wastewater Services to be provided for Connections on the Property no sooner than January 1, 2024. However, the City shall have no obligation to provide pump and haul Wastewater Services until all of the following condition precedents have been satisfied and as fully described in Section 3.04 of the Agreement:

- (i) Oaks has paid the Design Deposit and the Construction Contract Price in full to the City, and provided to the City the Contingency Letter of Credit;
- (ii) the portion of the Property with Connections that are requested to be pumped and hauled has received final subdivision plat approval by all Governmental Authorities with jurisdiction and the plat has been recorded;
- (iii) Oaks has Completed, or caused Completion of, construction of all Internal Wastewater Improvements required to provide non-pump and haul Wastewater Services to the Connections for which it is requesting pump and haul services;
- (iv) neither Oaks nor the District are in default of this Agreement or with any other agreement between Oaks, the District, and/or the City;
- (v) the date is January 1, 2024 or thereafter; and
- (vi) the City cannot provide collectivized Wastewater Services to Connections on the Property via the Expanded CHWWTP and the CHWWTP Final Phase Facilities or any other means.

SUBMITTED BY:

Danella Elliott

ATTACHMENTS:

Oaks at San Gabriel - Wastewater Agreement

STATE OF TEXAS	§	Amended and Restated
	§	Offsite Utility Construction
COUNTY OF WILLIAMSON	§	and Cost Reimbursement Agreement
	§	Concerning the
CITY OF GEORGETOWN	§	Oaks at San Gabriel Subdivision

THIS AMENDED AND RESTATED OFFSITE UTILITY CONSTRUCTION AND COST REIMBURSEMENT AGREEMENT (this "Agreement") is entered into by and between the City of Georgetown, Texas, a Texas home rule municipal corporation (the "City"), Oaks at San Gabriel, L.L.C., a Texas limited liability company ("Oaks"), and West Williamson County Municipal Utility District No. 1, a municipal utility district formed and operating under Chapters 49 and 54 of the Texas Water Code (the "District"). In this Agreement, the City, Oaks, and the District are sometimes individually referred to as "a Party" and sometimes collectively referred to as "the Parties."

RECITALS

WHEREAS, in 2007, Oaks entered into three agreements with the City pertaining to that certain property described in Documents Nos. 2007035434 and 2007035435 of the Official Public Records of Williamson County, Texas consisting of approximately 397.768 acres generally situated north of SH 29 and east of the Cimarron Hills Subdivision in the City's extraterritorial jurisdiction (the "Property"): a Consent Agreement pertaining to the creation and operation of the District on the Property; a Development Agreement pertaining to development of the Property; and an "Offsite Utility Construction and Cost Reimbursement Agreement Concerning the Oaks at San Gabriel Subdivision," dated to be effective on May 10, 2007 and recorded in the Official Public Records of Williamson County, Texas as Document No. 2007040908 (the "Original Agreement"), which was amended on December 4, 2007 by that certain "First Amendment to the Offsite Utility Construction and Cost Reimbursement Agreement Concerning the Oaks at San Gabriel Subdivision," recorded in the Official Public Records of Williamson County, Texas as Document No. 20080011038 (the "First Amendment"), and on June 8, 2010 by the "Second Amendment to the Offsite Utility Construction and Cost Reimbursement Agreement Concerning the Oaks at San Gabriel Subdivision," recorded in the Official Public Records of Williamson County, Texas as Document No. 2010076610 (the "Second Amendment"). The Original Agreement, First Amendment, and Second Amendment are collectively referred to herein as the "Prior Agreement."

WHEREAS, before execution of the Prior Agreement, the CHWWTP sized at the Interim Phase II Size, Holding Pond # 1, and effluent irrigation improvements were

constructed by a third party on land within the Cimarron Hills Subdivision (located west of and adjacent to the Property) for the benefit of the Cimarron Hills Subdivision and the Property.

WHEREAS, the Prior Agreement contemplated that the City would construct the Expanded CHWWTP and the CHWWTP Final Phase Facilities, at Oaks' expense, to serve up to 853 Connections on the Property.

WHEREAS, as of the Effective Date, final plats for approximately 196.099 acres of the Property have been recorded in the Official Public Records of Williamson County, Texas (per final plats recorded in the Official Public Records of Williamson County, Texas as Documents Nos. 2012013248, 2014046158, 2014051365, 2014046368, 2016055356, 2017113181, 2018028340, 2018073058, 2018105006, 2018111211, and 2019046265) for **522** final platted and recorded single family residential legal lots, and final plats for **159** single-family residential legal lots in Sections 10 and 14 of the Project that have been final platted but not yet recorded, and those 681 legal lots (and an existing amenity center) are receiving, or will receive, wastewater service from CHWWTP operating at the Interim Phase II Size.

WHEREAS, Oaks desires to increase the density of development on the Property from 853 Connections to **951** Connections, and to secure additional wastewater services for the additional Connections up to the Maximum Wastewater Capacity.

WHEREAS, pursuant to the Prior Agreement, the City applied for and obtained the TCEQ Permit authorizing construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities, which the City has determined will be sufficient to provide the Maximum Wastewater Capacity as contemplated in this Agreement.

WHEREAS, Oaks has requested that design of the Expanded CHWWTP and the CHWWTP Final Phase Facilities be commenced and the process for payment, design, and construction of those improvements be revised and streamlined to accommodate more rapid and dense development of the Property.

AGREEMENT

NOW THEREFORE, in consideration of the consideration paid and to be paid hereunder, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. GENERAL PROVISIONS

1.01 **Definitions.** In addition to the terms defined in the Recitals to this Agreement, the following terms, when capitalized and used in this Agreement, will have the meanings set forth below:

1.01.01 *Access Easement* means a temporary or permanent easement (as the City may determine in its sole discretion) in favor of the City in the Approved Form, located within the boundaries of the Property in a location acceptable to the City providing the City with direct all-weather vehicular access to and from (a) the Holding Pond # 2 Land via the Access Road ; and/or (b) a Utility Improvement if it is not located in a public easement or public right-of-way. The City agrees that the Access Easement for the Holding Pond # 2 Land may traverse City-owned land that has direct access to a Completed public road.

1.01.02 *Access Road* means a Completed all-weather road commencing at the boundary of a Completed public road and terminating at the boundary of the Holding Pond # 2 Land, that meets the roadway specifications included in the Approved Form for Access Easements attached hereto as **Exhibit B** and, for portions the Access Easement that cross the Middle Fork of the San Gabriel River, also meets such additional roadway specifications approved by the City for crossing of said river during wet weather or other adverse conditions by vehicles and equipment as necessary for the City to inspect, maintain, repair, or otherwise have access to Holding Pond # 2 to comply with the Applicable Laws.

1.01.03 *Applicable Laws* means this Agreement, the Approved Plans, and all federal, state and local statutes, regulations, guidelines, policies, specifications, ordinances, manuals, and any other requirements pertaining to the provision of wastewater service to the Property; the design, bidding, construction, maintenance, operation, repair, expansion, and replacement of the Expanded CHWWTP and the CHWWTP Final Phase Facilities; and all other improvements contemplated by this Agreement; including, without limitation, applicable provisions of the Texas Water Code, Texas Health & Safety Code, the rules and regulations of the TCEQ, the City's Code of Ordinances, the UDC, the City's UDC Development Manual, the City's Construction Specifications and Standards Manual, the City's Drainage Criteria Manual, required application and use of materials and equipment specifications that are consistent in quality with those utilized at the City's existing wastewater treatment plants and related facilities which are appropriate for use at a non-discharge plant, and the TCEQ Permit, as each may be amended from time to time.

1.01.04 *Approved Form* means (a) as to a Utility Easement, the form of easement attached hereto as **Exhibit A**; (b) as to an Access Easement, the form of easement attached hereto as **Exhibit B** (except that for all Access Easements that cross the Middle Fork of the San Gabriel River, City-approved specifications for an all-weather vehicular across said river will also be required as further described in **Section 1.01.02** of this Agreement) ; (c) as to the Holding Pond # 2 Land, a deed in the form attached hereto as **Exhibit C**; and (d) as to any proposed encroachments on, under, or across a Utility Easement or Access Easement, the form of License Agreement attached hereto as **Exhibit D**. Approved Forms may be modified as noted on the attached Exhibits or with City Attorney approval.

1.01.05 *Approved Plans* means the designs, plans and specifications prepared in accordance with the Applicable Laws by a professional engineer licensed and registered to do business in the State of Texas for the Expanded CHWWTP, the Expanded CHWWTP Final Phase Facilities, and the Utility Improvements, as finally approved by all Governing Authorities with jurisdiction.

1.01.06 *Capacity Payment* means the Final Costs, which are required to be paid to the City by Oaks, on behalf of the District, for the Capital Costs as provided in **Article 2** of this Agreement.

1.01.07 *Capital Costs* means the fixed, one-time expenses for the permitting and Completion of construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities. The term does not include future capital expenses incurred after the City's acceptance of the Expanded CHWWTP or those of the CHWWTP Final Phase Facilities required to be transferred to the City after Completion, such as those necessary to repair a defect or design flaw not covered by warranties or insurance, or any similar expenses that provide a lasting benefit and which may be capitalized under applicable governmental accounting principles, nor does it include repair, maintenance, or operation costs.

1.01.08 *CHWWTP* means the City's Cimarron Hills Wastewater Treatment Plant, which is allowed to be constructed in three phases as described in the TCEQ Permit (Interim Phase I Size, Interim Phase II Size, and Final Phase Size), and which serves the City's wastewater customers the CHWWTP Service Area.

1.01.09 *CHWWTP Final Phase Facilities* means, collectively, Holding Pond # 2 (including the pond liner), the Access Road, the Irrigation Improvements, and all other appurtenances and improvements constituting required or necessary components of the Expanded CHWWTP.

1.01.10 *CHWWTP Service Area* means the areas within (a) the boundaries of the District, and (b) the boundaries of West Williamson County Municipal District No. 26 and the portion of the Cimarron Hills Subdivision that is outside of the boundaries of West Williamson County Municipal District No. 26 (collectively, the “Cimarron Hills Service Area”). A description of the Cimarron Hills Service Area and the terms and conditions of the City’s wastewater services to that area are described in that certain agreement entitled “Amended and Restated Development Agreement Concerning the Cimarron Hills Subdivision” dated November 5, 2012 and recorded in the Official Public Records of Williamson County, Texas as Document No. 2012094795. The general location of the CHWWTP is shown on **Exhibit E**.

1.01.11 *City System* means the CHWWTP, Holding Pond # 1, Holding Pond # 2, and the Internal Wastewater Improvements (after acceptance by the City), and the Irrigation Improvements, all as expanded, repaired and replaced from time to time, and any related facilities used or useful in the operation of the foregoing. The City System does not include the Drainage Facilities or any wastewater treatment plant other than the CHWWTP.

1.01.12 *Completion* or *Complete* means or is deemed to have occurred on the date all of the following events have occurred:

- construction of the improvement is substantially complete such that, as applicable, all pipes, lines, appurtenances, facilities, structures, and equipment are capable of being fully operational following acceptance of the improvement for use by the Governmental Authority accepting same; and
- as to engineered improvements, the design engineer has certified in writing to the applicable Governmental Authority that the improvement is substantially complete; and
- all testing and inspections by the Governmental Authority accepting the applicable improvement have been successfully conducted, all final approvals required for use, operation and maintenance from such governmental authority have been obtained, and the Governmental Authority has accepted the improvement for use, operation and maintenance; and
- the improvement can be used for its intended purposes and only punch list items that do not adversely affect the capability of the improvement to operate and function safely in the ordinary course of business remain to be completed, and those items are reasonably expected to be completed within

the next thirty (30) days or (for items such as revegetation) fiscal is posted with the applicable Governmental Authority for such remaining items.

1.01.13 *Connection Limit* means the cumulative number of Connections allowed within the District, which shall not exceed **951** (inclusive of the existing amenity center, which is equivalent to 7 Connections).

1.01.14 *Connection* means an active physical sewer service connection to a service line and thence to the City System from a legal lot located within the boundaries of the District, the cumulative number of which shall not exceed the Connection Limit.

1.01.15 *Construction Contract Price* means initial contract price (before any City-approved change orders) for Completing construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities as stated in the contract(s) between the City and the contractor(s) selected by the City to Complete construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities.

1.01.16 *Construction Contract Price Due Date* means 5:00 PM CST on the date that is fifteen (15) days after the date of the City's written notice to Oaks of the City's intent to execute a contract(s) for Completion of construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities.

1.01.17 *Construction Cost Estimate* means the amount of **\$3,509,321** (THREE MILLION FIVE HUNDRED NINE THOUSAND THREE HUNDRED TWENTY ONE U.S. Dollars), representing the initial, estimated costs of Completing construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities as reflected on the Engineer's Estimate of Probable Cost attached hereto as **Exhibit I**. The Construction Cost Estimate is only an estimate and is not determinative of the Construction Contract Price or the Final Costs.

1.01.18 *Dedication Documentation* means and includes all of the following, as applicable:

1.01.18.01 As to a Utility Easement: a draft easement instrument in the Approved Form; the legal description (metes and bounds or platted lot) and map or sketch of the proposed easement area prepared by a licensed surveyor registered to practice in the State of Texas; an ownership and lien affidavit covering the proposed easement area; and if applicable, a License Agreement.

1.01.18.02 As to an Access Easement: a draft easement instrument in the Approved Form; the legal description (metes and bounds or platted lot) and map

or sketch of the proposed easement area prepared by a licensed surveyor registered to practice in the State of Texas; if applicable, a License Agreement; and a title commitment showing the encumbrances of record affecting the proposed easement area.

1.01.18.03 As to the Holding Pond # 2 Land: a draft deed instrument in the Approved Form; the legal description (metes and bounds or platted lot) and map or sketch of the proposed area to be conveyed by deed; the Access Easement, if applicable; and a description of the License Agreement area, if applicable, prepared by a licensed surveyor registered to practice in the State of Texas; and a title commitment showing the encumbrances of record affecting the Holding Pond #2 Land, Access Easement (if applicable), and the License Agreement (if applicable).

1.01.19 *Design Deposit* means the amount of **\$600,000** (SIX HUNDRED THOUSAND U.S. DOLLARS), representing partial payment of the Final Costs, which sum is to be paid to the City by Oaks as provided in **Section 2.01.01** of this Agreement.

1.01.20 *Design Deposit Due Date* means 5:00 PM CST on July 31, 2020.

1.01.21 *District* means the West Williamson County Municipal Utility District No. 1 created by the TCEQ on June 6, 2008 pursuant to that certain Consent Agreement between the City and Oaks dated November 29, 2007, recorded in the Official Public Records of Williamson County, Texas as Document No. 2008090290, as amended by the First Amendment to Consent Agreement dated March 1, 2011, recorded in the Official Public Records of Williamson County, Texas as Document No. 2011017941, and by the Second Amendment to Consent Agreement dated to effective on even date with this Agreement. (The District has sometimes been referred to as the Oaks at San Gabriel Municipal Utility District or the Williamson County Municipal Utility District No. 23, but its name was changed by City Council Resolution No. 010808-S dated January 8, 2008 recorded in the Official Public Records of Williamson County as Document No. 2008090291.) The boundaries of the District are described in the "West Williamson County Municipal Utility District No. 1 Original Information Form" filed in the Official Public Records of Williamson County, Texas as Document No. 2008086410.

1.01.22 *Drainage Facilities* means any water quality, drainage, or stormwater retention or detention facilities located on or serving the Property, save and except private facilities located on a residential legal lot.

1.01.23 *Effective Date* means the latest date accompanying the signature lines of the duly authorized representatives of the Parties on this Agreement.

1.01.24 *Emergency* means a sudden or unexpected happening, an unforeseen occurrence or condition, exigency or pressing necessity resulting in unavailability or insufficiency of service or of facilities, and includes Force Majeure and acts of third parties that cause the City System to be unable to provide the Wastewater Services to the Property, as well as non-Completion and/or a malfunction of the City System that could result in a spill or regulatory or permit excursion.

1.01.25 *Expanded CHWWTP* means the CHWWTP constructed to the Final Phase Size in accordance with the terms and conditions of the TCEQ Permit and the Applicable Laws.

1.01.26 *Final Phase Size* means the CHWWTP constructed at a size to treat 0.46 MGD of Wastewater.

1.01.27 *Final Costs* means the sum of the final, total, actual amounts of money paid by the City for the costs of designing and Completing construction, or causing same, of the Expanded CHWWTP and the CHWWTP Final Phase Facilities, including all City-approved change orders.

1.01.28 *Force Majeure* means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any governmental entity (other than one of the Parties) or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the Parties, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions that are not within the control of a Party.

1.01.29 *Governmental Authorities* or *Governmental Authority* means the City, Williamson County, the District, TCEQ, U.S. Environmental Protection Agency, U.S. Army Corps of Engineers, or other agencies of the State of Texas or the United States of America, to the extent such entities have jurisdiction over the Project or the improvements to be constructed under this Agreement.

1.01.30 *Holding Pond # 1* means the existing treated effluent holding pond required by the TCEQ Permit located on land described as "Tract 3" in the Lease Agreement,

the general location of which is shown on **Exhibit E** having a designed surface area of 5.8 acres and storage capacity of 54 acre-feet.

1.01.31 *Holding Pond # 2* means the treated effluent holding pond to be constructed by Oaks or the City on the Holding Pond # 2 Land under the terms of this Agreement and in accordance with the terms and conditions of the TCEQ Permit having a total surface area of at least **7.2** acres and storage capacity of at least 79.91 acre-feet, unless a different size is approved in writing by duly authorized representatives of the TCEQ and the City.

1.01.32 *Holding Pond # 2 Land* means at least **7.2** acres out of the 99.92 acres of land out of the Property described in the Warranty Deed between Oaks and the District recorded in the Official Records of Williamson County, Texas as Document No. 2018086001, the exact location of which will be determined during design of the Expanded CHWWTP and the CHWWTP Final Phase Facilities, upon which Oaks or the City will construct, or cause to be constructed, Holding Pond # 2. The general location of the Holding Pond # 2 Land within the 99.92-acre tract is shown on **Exhibit E**.

1.01.33 *Industrial Waste* means waterborne liquid, gaseous, or solid substances that result from any process of industry, manufacturing, trade or business, including a restaurant.

1.01.34 *Interim Phase I Size* means the CHWWTP constructed at a size to treat 0.20 MGD of Wastewater.

1.01.35 *Interim Phase II Size* means the CHWWTP constructed at a size to treat 0.24 MGD of Wastewater.

1.01.36 *Internal Wastewater Improvements* means the wastewater gravity lines, force mains, transmission lines, collection lines, lift stations (if any), manholes, and other wastewater improvements and appurtenances constructed by Oaks or the District within the boundaries of the Property that are necessary for the City to provide the Wastewater Services to customers within the boundaries of the District, up to the point of service entry on a legal lot. The term does not include Holding Pond #2.

1.01.37 *Irrigation Improvements* means the pipelines, control valves, sensors, gauges, manifolds, pumps, filters, joints, connectors, reducers, adaptors, risers, caps, compressors, backflow preventors, pressure regulators, sprinkler heads, control systems, and all other parts necessary to transport or convey treated effluent from the

CHWWTP to Holding Pond #2, and thence back to the CHWWTP, thence to Holding Pond #1, and ultimately to the Irrigation Lands via spray irrigation pursuant to the TCEQ Permit and the Lease Agreement. A general layout showing the preliminary location of the Irrigation Improvements is shown on **Exhibit E**. The term does not include landscape irrigation improvements that are not part of the CHWWTP Final Phase Facilities (for the purposes of clarification, but not by way of limitation, the term does not include , for example, Oaks-, District- or customer-owned residential or commercial irrigation improvements).

1.01.38 *Irrigation Lands* means the approximately 289.28 acres of land owned by Pivotal Cimarron Hills LP, an Arizona limited partnership, located adjacent to the Property in the Cimarron Hills Subdivision, Williamson County, Texas, in the general location shown on **Exhibit E** and further described in more detail in the Lease Agreement, upon which the City has the right to dispose of treated effluent generated by the CHWWTP via spray irrigation pursuant to the TCEQ Permit and the Lease Agreement.

1.01.39 *Lease Agreement* means the “Amended and Restated Lease Agreement” between Cimarron Hills Development, L.L.C., an Arizona limited liability company as lessor, and the City as lessee, recorded in the Official Public Records of Williamson County, Texas as Document No. 2012094798 pursuant to which the City has the right to dispose of treated effluent generated by the CHWWTP via spray irrigation on the Irrigation Lands in compliance with the TCEQ Permit.

1.01.40 *Letter of Credit* means an irrevocable letter of credit in substantially the form attached as **Exhibit F** with only those changes approved by the City Attorney, in the amount of (i) 25% of the Construction Contract Price, per **Section 2.03.01** of this Agreement pertaining to the “*Contingency Letter of Credit*,” and/or (ii) the Construction Cost Estimate per **Section 2.03.02** of this Agreement pertaining to the “*Construction Letter of Credit*,” issued by a financial institution having a rating equivalent to the minimum acceptable rating established under the City’s financial institution rating system in effect on the date of issuance, renewable on an annual basis, and maintained until allowed to be released as permitted under **Section 2.04.03** of this Agreement, unless the amount is reduced as permitted under **Section 2.05** of this Agreement.

1.01.41 *License Agreement* means an agreement allowing crossings of an Access Easement, a Utility Easement, or the Holding Pond # 2 Land in the Approved Form.

1.01.42 *Maximum Wastewater Capacity* means Wastewater Services for Connections within the boundaries of the District up to the Connection Limit, but not to exceed **0.22 MGD**.

1.01.43 *MDG* means millions of gallons per day.

1.01.44 *Per Connection Amount* means the amount of **\$13,343** (THIRTEEN THOUSAND THREE HUNDRED FORTY THREE U.S. Dollars), which the Parties agree has been calculated as follows: The Connection Limit less **688** (which represents the number of final platted and recorded single family lots (522 Connections), the amenity center (7 Connections), and the final platted but not yet recorded single family lots in Sections 10 and 14 of the Project (159 Connections) on the Property as of the Effective Date), divided by the Construction Cost Estimate.

1.01.45 *Permitted Exceptions* means (i) all Utility Easements, (ii) all covenants, conditions and restrictions established by Oaks for the applicable portions of the Property [but only if such covenants, conditions and restrictions do not prevent the use of the applicable land for the purpose for which the land (or an easement therein) is conveyed], and (iii) all matters reflected on a subdivision plat approved by the City.

1.01.46 *Project* means the Development by Oaks of the Property as contemplated by this Agreement.

1.01.47 *Property* means all of the land within the boundaries of the District. A map showing the general location of the Property is attached as **Exhibit G**.

1.01.48 *Regulatory Requirements* means the requirements and provisions of the TCEQ Permit, any State or Federal law, and any rules, orders or regulations issued or adopted from time to time by State, Federal or other regulatory authorities having jurisdiction over the City System, the CHWWTP, and the CHWWTP Final Phase Facilities related to wastewater collection, transportation, treatment, and disposal. Waste generated from privies, dry closets, or on-site sewer systems (e.g., septic systems); discharges of Industrial Waste (defined herein) that have not received prior written approval from the City and/or been pretreated to meet City standards; Wastewater that is corrosive, unacceptably odorous, or otherwise injurious to the City System; and any materials, substances, waste or Wastewater hauled or dumped into the City System are hereby deemed not to comply with the Regulatory Requirements.

1.01.49 *Service Unit* has the same meaning as set forth in Section 13.32 of the City of Georgetown Code of Ordinances.

1.01.50 *TCEQ* means the Texas Commission on Environmental Quality, or its successor state agency having jurisdiction over domestic wastewater treatment facilities and discharges of treated effluent.

1.01.51 *TCEQ Permit* means Permit No. WQ0014232001 for the CHWWTP issued to the City by the TCEQ on January 31, 2018 as said permit may be renewed, re-issued, extended, amended, or modified from time to time.

1.01.52 *UDC* means the City's Unified Development Code, as the same may be amended from time to time by the City in its sole discretion.

1.01.53 *Utility Easements* means, collectively and without limitation, utility easements in favor of the City in the Approved Form, or in favor of the District, located within the boundaries of the Property (or located outside such boundaries but serving the Property), necessary for installing, placing, constructing, operating, using, maintaining, repairing, modifying, upgrading, rebuilding, replacing, monitoring, inspecting, connecting with, removing, relocating, decommissioning and/or accessing a Utility Improvement, and its related appurtenances.

1.01.54 *Utility Improvements* means, collectively and without limitation, the Drainage Facilities, Irrigation Improvements, and the Internal Wastewater Improvements, together with other drainage, effluent irrigation or wastewater utility facilities, improvements and related appurtenances built by Oaks, on behalf of the District, and subsequently conveyed to the City or the District for ownership, operation and maintenance, which are necessary or required for the City to provide the Wastewater Services to the Property; "*Utility Improvement*" means any such improvement.

1.01.55 *Vertical Development* means the construction, installation or remodeling of enclosed building structures for which the City typically requires building permits.

1.01.56 *Wastewater Impact Fee* for the purposes of this Agreement means the fee determined by ordinance of the City Council of the City adopted accordance with Chapter 395, Texas Local Government Code, in effect at the time of final platting of land within the District, applicable to land in the "Impact Fee Service Area" (*i.e.*, not the "South Fork Service Area"), codified in the City Code of Ordinances at Ch. 13.32 and as said fees may be revised by the City from time to time in accordance with Chapter 395 of the Texas Local Government Code (as the same may be amended by the legislature from time to time), less the wastewater treatment portion of said fee.

1.01.57 *Wastewater* means (1) residential sewage, not produced by commercial or industrial activity, and which originates primarily from kitchen, bathroom, and laundry sources, including waste from food preparation, dishwashing, garbage grinding, toilets, baths, showers, and sinks of a residential dwelling; (2) inflow and infiltration entering the wastewater lines on the Property from direct or indirect sources such as cracks or manholes; and (3) equivalent substances from non-domestic activities, including Industrial Waste that is inherently equivalent or that is pre-treated to make it equivalent to residential sewage as described in subsection (1) of this definition.

1.01.58 *Wastewater Services* means the wastewater collection and treatment services to be provided by the City to Oaks on behalf of the District under this Agreement for the number of Connections not to exceed the Connection Limit and in an amount not to exceed the Maximum Wastewater Capacity.

ARTICLE 2. CONSIDERATION

2.01 Capacity Payment. In consideration of the City's agreement to provide the Wastewater Services and the City's commitment and reservation of the Maximum Wastewater Capacity on behalf of the District under the terms and conditions provided in this Agreement, Oaks agrees to pay the Capacity Payment to the City on behalf of the District as set forth in this Article 2.

2.02 Design Deposit. On or before the Design Deposit Due Date, Oaks agrees to pay the Design Deposit in full, by wire transfer or by other immediately available funds, to the City. If the City does not receive the Design Deposit on or before the Design Deposit Due Date, Oaks and the District agree that on and after the Design Deposit Due Date, the City shall have no obligation to issue any plumbing permits for Connections on the Property, no Connections shall be made on the Property, and no subdivision plats for any part of the Property shall be recorded until such time as the Design Deposit has been paid in full to the City. Connection to the City System or recordation of final plats in violation of this Section shall be material defaults of this Agreement, and the City shall have the right to remove the Connection, and/or file an instrument of record in the Official Public Records of Williamson County, Texas stating that the lots on the improperly recorded plat(s) have no wastewater service.

2.03 Letters of Credit.

2.03.01 Contingency Letter of Credit. On or before the Construction Contract Price Due Date, Oaks shall provide to the City a Letter of Credit in the form attached as

Exhibit F in an amount equal to 25% of the Construction Contract Price, minus the aggregate amount of Per Connection Payments received by the City (the "Contingency Letter of Credit"). The Contingency Letter of Credit shall remain in effect until all Final Costs have been paid to the City per **Section 2.04.03** of this Agreement.

2.03.02 Construction Letter of Credit. If the Construction Contract Price Due Date has not occurred at the time Oaks requests the City's approval of the last final subdivision plat for a portion of the Property, which final plat shall be in conformance generally with the phases shown on the Preliminary Layout, attached as **Exhibit H**, and shall contain not less than thirty-five (35) legal lots to which a Connection will be made, then as a condition of such approval by the City, Oaks shall provide to the City a Letter of Credit in the form attached as **Exhibit F** in an amount equal to the difference of 125% of the Construction Cost Estimate as said estimated is updated to be current as of the date of the City's approval of the last final subdivision plat, minus the aggregate amount of Per Connection Payments received by the City (the "Construction Letter of Credit"). The Construction Letter of Credit shall remain in effect until the earlier to occur of: (i) Oaks' payment to the City of the positive difference between the Construction Contract Price and the sum of all Per Connection Amount payments received by the City per **Section 2.04.02** of this Agreement; or (ii) all Final Costs have been paid to the City per **Section 2.04.03** of this Agreement.

2.03.03 Failure to Provide or Maintain Required Letters of Credit. Failure to provide or maintain Letters of Credit when and as required by **Section 2.03.01** and/or **Section 2.03.02** of this Agreement shall constitute a material default of this Agreement. Further, if the City does not timely receive a Letter of Credit when and as required by **Section 2.03.01** and/or **Section 2.03.02** of this Agreement, Oaks and the District agree that the City shall have no obligation to issue any plumbing permits for Connections on the Property, no Connections shall be made on the Property, and no subdivision plats for any part of the Property shall be recorded from the date the required Letter of Credit was due until such time as the required Letter of Credit is delivered to the City. Connection to the City System or recordation of final plats in violation of this Section shall be material defaults of this Agreement, and the City shall have the right to remove the Connection, and/or to file an instrument of record in the Official Public Records of Williamson County, Texas stating that the lots on the improperly recorded plat(s) have no wastewater service.

2.04 Capacity Payment Schedule.

2.04.01 Portion Paid by Per Connection Amount Payments. Prior to and as a condition of the City's approval of a final plat for any portion of the Property (or prior

to recordation of final plats in the Official Public Records of Williamson County, Texas if the City is not the Governing Authority for final plat approvals), and continuing until the time that Oaks makes the lump sum payment required by **Section 2.04.02** of this Agreement, Oaks covenants and agrees to pay to the City, by wire transfer or by other immediately available funds, an amount equal to the Per Connection Amount multiplied by the number of legal lots to which a Connection will be made as depicted on each final plat. Failure of Oaks to pay the Per Connection Amounts when and as due shall constitute a material default of this Agreement. The Per Connection Amount payments received by the City will be credited toward payment of the Final Costs.

2.04.02 Portion Paid by Lump Sum Payment. If, on or before the Construction Contract Price Due Date, the City has not received payments from Per Connection Payments totaling at least the amount of the Construction Contract Price, Oaks shall pay to the City the positive difference between the Construction Contract Price and the sum of all Per Connection Amount payments received by the City. Payment shall be by wire transfer or by other immediately available funds. Failure of Oaks to pay the Construction Contract Price in full on or before the Construction Contract Price Due Date shall constitute a material default of this Agreement. Payments made and received by the City under this Section will be credited toward payment of the Final Costs.

2.04.03 True Up for Final Costs. As promptly as possible after Completion of construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities and final close-out of those contracts, the City shall calculate the Final Costs and the amounts received by the City under **Sections 2.02, 2.04.01 and 2.04.02** of this Agreement, and provide notice of same to Oaks and the District. If the Final Costs exceed the amounts received by the City under **Sections 2.02, 2.04.01 and 2.04.02** of this Agreement, Oaks shall pay the shortfall amount to the City by wire transfer or by other immediately available funds within thirty (30) days after receipt of the notice provided under this subsection. If the Final Costs are less than the amounts received by the City under **Sections 2.02, 2.04.01 and 2.04.02** of this Agreement, the City shall refund the overpayment amount to Oaks within thirty (30) days after issuance of the notice provided under this subsection. The City shall be allowed to draw on the Letters of Credit, or cash in lieu thereof deposited by Oaks, for any unpaid Final Costs up to the total amount of the unpaid Final Costs. After payment in full to the City of all Final Costs, the Letters of Credit and any proceeds remaining thereunder, or any cash in lieu thereof deposited by Oaks, will be released to Oaks.

2.05 Permitted Reductions of and Draws on Letters of Credit.

2.05.01 Contingency Letter of Credit. No reductions in the amount of the Contingency Letter of Credit required by **Section 2.03.01** of this Agreement are permitted. Oaks shall have no right to draw on the Contingency Letter of Credit. Oaks shall maintain the Contingency Letter of Credit in the full required amount until the true-up for Final Costs has occurred as contemplated under **Section 2.04.03** of this Agreement. If Oaks fails to pay sums due to the City under **Section 2.04.03** of this Agreement, the City shall have the right to draw on the Contingency Letter of Credit in the amount of the sum due to the City under **Section 2.04.03** of this Agreement, but not to exceed the unpaid portion of the Final Costs. Notwithstanding the foregoing or any contrary provision of this Agreement, Oaks may, at its election and at any time after providing the Contingency Letter of Credit to the City, replace the Contingency Letter of Credit, in full, with cash by delivering to the City written notice of such election and a wire transfer or other immediately available funds in an amount equal to the Contingency Letter of Credit, within thirty (30) days of which, the City shall release the Contingency Letter of Credit.

2.05.02 Construction Letter of Credit. Reductions in the amount of the Construction Letter of Credit required by **Section 2.03.02** of this Agreement are permitted on the request of Oaks, but not more frequently than twice per year, in the amount of the Per Connection Payments received by the City as of the date of Oaks' request, *as long as* the amount of the Construction Letter of Credit is always at least equal to the difference of 125% of the Construction Cost Estimate, minus the aggregate amount of Per Connection Payments received by the City. If Oaks fails to pay the sums due to the City under **Sections 2.04.02** and **2.04.03** of this Agreement, the City shall have the right to draw on the Construction Letter of Credit in the amount of the sum due to the City under **Section 2.04.03** of this Agreement, but not to exceed the unpaid portion of the Final Costs.

2.05.03 Failure to Post and Maintain Required Letter(s) of Credit. If the City does not receive Letter(s) of Credit in the amount(s) required by **Section 2.04** of this Agreement and in the form attached as **Exhibit F** if and when required by this Agreement, or if Oaks does not maintain the required Letter(s) of Credit in the amount(s) required by **Section 2.04** of this Agreement and in the form attached as **Exhibit F** for the duration(s) required under this Agreement, Oaks shall forfeit all rights to the Design Deposit, and the City shall have the right, but not the obligation to draw on the then existing Letter(s) of Credit and Complete, or pay for Completion of, as much of the Expanded CHWWTP and the CHWWTP Final Phase Facilities as

the Letter(s) of Credit proceeds may allow. If the City chooses to construct all or part of the Expanded CHWWTP or the CHWWTP Final Phase Facilities, Oaks shall have no further right to the unused Letter(s) of Credit proceeds and shall have the right to receive Wastewater Service for only the number of Connections that can be served by the portion of the Expanded CHWWTP and/or the CHWWTP Final Phase Facilities constructed by the City using the Letter(s) of Credit proceeds, or any cash in lieu thereof deposited by Oaks, and no other source.

2.06 Wiring Instructions. Oaks shall contact the City for wiring instructions prior to the due dates for payment of the Design Deposit, Per Connection Amount payments, Construction Contract Price, and Final Costs.

2.07 District's Reimbursement to Oaks. The Parties acknowledge that Oaks will advance all or part of the Capacity Payment on behalf of the District and that the District intends to reimburse Oaks for the Capacity Payment so advanced out of the proceeds of future bond issuances. The City agrees to provide any documents or information reasonably required by Oaks or the District related to such reimbursements.

2.08 Holding Pond # 2 and Holding Pond # 2 Land. As additional consideration for the City's agreement to provide the Wastewater Services, and the City's commitment and reservation of the Maximum Wastewater Capacity for Connections on the Property under the terms and conditions in this Agreement, (i) Oaks may, at Oaks' election pursuant to Section 4.01 below, construct Holding Pond # 2 (except that the City will install the liner at Oaks' cost), and (ii) the District shall convey the Holding Pond # 2 Land to the City as required by **Sections 4.01 and 4.03** of this Agreement.

ARTICLE 3. THE CITY'S OBLIGATIONS

3.01 Permits; Cooperation. The City will be responsible for preparing any applications for, and processing and obtaining any renewals of or amendments to, the TCEQ Permit that may be required to construct the Expanded CHWWTP and the CHWWTP Final Phase Facilities to provide the Maximum Wastewater Capacity, at Oaks' sole expense. The Parties agree to cooperate with each other as reasonably necessary in connection with any such renewals or amendments and payment by Oaks to the City for the costs of same.

3.02 Design of the Expanded CHWWTP and the CHWWTP Final Phase Facilities. Subject to Force Majeure and the terms and conditions of this Agreement (including but not limited to receipt by the City of the Design Deposit, and provided that neither Oaks nor the District are in default, at Oaks' cost and expense, the City shall: (i) commence design of the Expanded CHWWTP and the CHWWTP Final Phase Facilities by **March**

31, 2021; (ii) cause the design to be submitted to the TCEQ and all other Governmental Authorities with jurisdiction on or before **March 31, 2022;** and (iii) exercise best efforts to cause the TCEQ and all other Governmental Authorities with jurisdiction to provide written approval of the design within one hundred eighty (180) days after submittal; provided however, that failure of the TCEQ to provide written approval of the design with that time period shall not constitute a City event of default. For the purposes of this Section, commencement of design occurs on the effective date of the City's contract for engineering design services for the Expanded CHWWTP and the CHWWTP Final Phase Facilities. The Expanded CHWWTP and the CHWWTP Final Phase Facilities will be designed by a qualified engineer selected by the City. At least thirty (30) days before submitting the design for the Expanded CHWWTP and the CHWWTP Final Phase Facilities to the TCEQ, the City will provide copies to Oaks for review and comment.

3.03 Construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities. Subject to Force Majeure and the terms and conditions of this Agreement (including but not limited to payments by Oaks to the City as required by this Agreement), and provided that neither Oaks nor the District are in default, at Oaks' cost and expense, the City will commence construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities on or before the date that is two years (730 days) after the TCEQ issues written approval of the design documents; provided, however, that if, at any time from and after the date on which the TCEQ issues written approval of the design documents, Oaks submits an application for the City's approval of a final plat for any portion of the Property that would require Connections that exceed the capacity of the CHWWTP or would require construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities under the TCEQ Permit or the Applicable Laws, then the City will use its best efforts to issue notice of bids for construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities within sixty (60) days after receipt of said final plat application, and commence construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities within one hundred twenty (120) days after the date of the City's issuance of the notice of bids. For the purposes of this Section, commencement of construction occurs on the effective date of the City's contract for construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities. Not less than thirty (30) days prior to issuing notice of bids for construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities, the City will deliver the instructions to bidders and the construction contract documents to Oaks for review and comment. The contract documents will require the Expanded CHWWTP and the CHWWTP Final Phase Facilities to be constructed in a good and workmanlike manner using materials substantially free from defects and fit for their intended purposes. Subject to the rights of Oaks under **Section 4.01** of this Agreement (pertaining to the rights of Oaks to

construct Holding Pond # 2), Force Majeure, and other terms and conditions of this Agreement, the City will diligently pursue Completion of construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities.

3.04 Pump & Haul. Oaks may request pump and haul Wastewater Services to be provided for Connections on the Property; *provided however* that the City shall have no obligation to provide pump and haul Wastewater Services until all of the following condition precedents have been satisfied: (i) Oaks has paid the Design Deposit and the Construction Contract Price in full to the City, and provided to the City the Contingency Letter of Credit in the form and amount required by **Section 2.03.01** of this Agreement; (ii) the portion of the Property with Connections that are requested to be pumped and hauled has received final subdivision plat approval by all Governmental Authorities with jurisdiction and the plat has been recorded in the Official Public Records of Williamson County, Texas (subject to the clarification below); (iii) Oaks has Completed, or caused Completion of, construction of all Internal Wastewater Improvements required to provide non-pump and haul Wastewater Services to the Connections for which it is requesting pump and haul services; (iv) neither Oaks nor the District are in default of this Agreement or with any other agreement between Oaks, the District, and/or the City; (v) the date is January 1, 2024 or thereafter; and (vi) the City cannot provide collectivized Wastewater Services to Connections on the Property via the Expanded CHWWTP and the CHWWTP Final Phase Facilities or any other means (for example, but without limitation, though use of the 16" Wastewater Interceptor constructed by Oaks on the Property under the Prior Agreement). As clarification to subsection (ii), above, but without waiving the requirement to satisfy all of the conditions precedent listed in subsections (i) through (vi) above, the City agrees that it will not refuse to approve a final plat that otherwise conforms to the City's subdivision platting requirements, as modified by the Development Agreement, and complies with all other terms and conditions of the Development Agreement, for the sole reason that collectivized Wastewater service to the lots shown on an otherwise-conforming plat cannot be provided by the City through the Expanded CHWWTP and the CHWWTP Final Phase Facilities or any other means. Provided that all of the foregoing conditions precedent listed in subsections (i) through (vi) of this Section have been satisfied, the Parties agree that the City will, at its cost, provide pump and haul Wastewater Services until such time as the Expanded CHWWTP and the CHWWTP Final Phase Facilities are Completed or the City provides collectivized Wastewater Services to the affected Connections on the Property via other means. If required to be provided, pump and haul Wastewater Services will be provided by the City contracting to have the Wastewater which is delivered from the affected Connections to the wet well at the CHWWTP, pumped from such wet well, and transported from the CHWWTP for treatment, or via other means consistent with the Applicable Laws. If

pump and haul Wastewater Services are requested by Oaks before all of the foregoing conditions precedent listed in subsections (i) through (vi) of this Section are satisfied or completed, all costs associated with such pump and haul Wastewater Services will be borne by Oaks and must conform to all Applicable Laws. In addition, under all circumstances, the customers within the boundaries of the District will pay the City's normal and customary Wastewater rates and charges.

3.05 Operation, Maintenance, and Ownership. The City will, at all times, own the City System. The City will be responsible for operating, maintaining, repairing, and replacing the City System in accordance with the provisions in this Agreement, the TCEQ Permit, applicable Regulatory Requirements, and accepted good utility operating practices.

3.06 Timely Performance; Monthly Reporting. The Parties acknowledge that timely completion of the design, construction, Completion and acceptance of the Expanded CHWWTP and the CHWWTP Final Phase Facilities are necessary to allow Oaks to proceed with the development of the Property and that, therefore, time is of the essence in completing and obtaining approval of such permits, plans, and construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities. In furtherance of the foregoing, commencing after the Design Deposit Due Date and continuing through the Completion of the Expanded CHWWTP and the CHWWTP Final Phase Facilities, on the written request of Oaks, the City will provide to Oaks written updates (by electronic mail or otherwise) on the status of the design and construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities, which information is critical for Oaks' development planning; provided however, that failure of the City to provide updates shall not constitute a City event of default.

3.07 License Agreements. The City will provide License Agreements in Approved Form to Oaks and the District to allow necessary crossings of the Utility Easements and Access Easements.

ARTICLE 4. OAKS' AND THE DISTRICT'S OBLIGATIONS

4.01 Option to Complete Excavation for Holding Pond # 2. Subject to the following terms and conditions, Oaks shall have the option to Complete or cause Completion of excavation of Holding Pond #2 on the Holding Pond # 2 Land. If Oaks desires to exercise its option to Complete excavation of Holding Pond # 2, Oaks must (i) provide written notice to the City of such election no later than thirty (30) days of receipt of a written request for an election by the City, which request the City shall deliver to Oaks at least one hundred eighty (180) days before the City issues notice of bids for construction of the Expanded CHWWTP and/or the Expanded CHWWTP Final Phase Facilities if, at such

time, Oaks has not Completed excavation of Holding Pond # 2 on the Holding Pond # 2 Land; (ii) the excavation shall be done in conformance with the Approved Plans for Holding Pond # 2, unless the City consents in writing to allow the excavation prior to receipt of approval by the TCEQ of the Approved Plans for Holding Pond # 2 and provides alternative specifications to Oaks; and (iii) Oaks causes all excavated soils and other materials and construction debris to be transported and disposed of in accordance with all Applicable Laws. The City shall have the right to enter the Holding Pond # 2 Land and inspect construction of Holding Pond # 2 at all reasonable times without prior notice to Oaks or the District. If Oaks does not exercise its option to Complete excavation of Holding Pond #2, the City shall do so (or cause same to be done), provided that (i) if access to the Holding Pond # 2 Land is not available from a Completed public road, Oaks has conveyed an Access Easement from a Completed public road to Holding Pond # 2 to the City, or an Access Easement from the boundary of any City-owned land having direct access to a Completed public road to the Holding Pond # 2 Land, in the appropriate Approved Form and in a location acceptable to the City; and (ii) the City can, but is not required to, dispose of excavated soils in areas designated by the District on the 99.92 acres of land out of the Property described in the Warranty Deed between Oaks and the District recorded in the Official Records of Williamson County, Texas as Document No. 2018086001.

4.02 Construction of Utility Improvements. Oaks, on behalf of the District, will Complete construction of all Utility Improvements on the Property in accordance with the Approved Plans, and will promptly advance and pay the costs of such facilities as they become due, including all costs of design, engineering, materials, labor, construction and inspection. All Utility Improvements to be constructed by Oaks will be designed by a qualified engineer selected by Oaks, and approved by the District, and will be constructed in a good and workmanlike manner and all material used in such construction will be substantially free from defects and fit for its intended purpose. The design will be subject to the approval of all Governing Authorities with jurisdiction. Oaks shall design and construct, or cause to be designed and constructed, all Utility Improvements necessary to serve the Property within Utility Easements or public right-of-way in accordance with the Applicable Laws. Within fifteen (15) days after Completion, Oaks shall transfer to the City all contractor, subcontractor, consultant, and manufacturer warranties for the accepted Utility Improvements and all components thereof, and shall provide the City with a copy of the as-built plans for the Utility Improvement. The City may use the Internal Wastewater Improvements as a part of the City's overall water and wastewater systems, but the City agrees such service will not be provided in a manner that impairs the City's ability to serve the Property in conformance with the terms and conditions of this Agreement.

4.03 Conveyance of Utility Easements, Access Easements, Holding Pond # 2 Land.

4.03.01 Utility Easements – Location, Timing. Any Utility Improvements not located within dedicated public right-of-way or previously dedicated easements must be built within Utility Easements. The specific locations of all Utility Easements will be determined during the City's review and approval of construction plans and final plats. Utility Easements shall be conveyed before and as a condition of approval of the Approved Plans for the subject Utility Improvement.

4.03.02 Access Easements – Requirements, Timing. If there is no direct all-weather access to the Holding Pond # 2 Land or a Utility Easement from a Completed public road or, in the case of access to the Holding Pond # 2 Land, from the nearest boundary of any City-owned land that has direct access to a Completed public road, Oaks and/or the District, as applicable, shall convey an Access Easement to the City providing all-weather vehicular access to and from same in a location determined by the City during the City's review and approval of draft Approved Plans, sufficient to provide the City with all-weather access and/or the Access Road to same until such time (if ever) as a public road providing the required access is Complete. An Access Easement conveyed via separate instrument will terminate if and when each portion thereof is included within a recorded plat; otherwise, the Access Easement shall be perpetual. Access Easements shall be conveyed simultaneously with the conveyance of the related Utility Easement, or the Holding Pond # 2 Land, as applicable.

4.03.03 Holding Pond # 2 Land - Timing. Not later than thirty (30) days after receipt of a written request from the City, the District shall convey the Holding Pond # 2 Land to the City together with any related Access Agreements.

4.03.04 Dedication Documentation; Approved Forms. At least sixty (60) days prior to the deadline for conveying a Utility Easement, Access Easement, or the Holding Pond # 2 Land to the City, Oaks or the District will provide the applicable Dedication Documentation to the City. All Utility Easements, Access Easements, and the Holding Pond # 2 Land deed conveyed to the City must be in Approved Form, as confirmed by the City Attorney. The City Attorney's confirmation must be evidenced by the City Attorney's signature on the instrument. The City is not required to accept conveyances that are not on the appropriate Approved Form and is not required to accept conveyances of assignments of private easements.

4.03.05 Ownership and Lien Affidavits. If the Dedication Documentation for a Utility Easement or Access Easement includes an ownership and lien affidavit and the affidavit shows a lien or other monetary encumbrance which affects and encumbers

all or any portion of the area within the applicable easement, Oaks shall cause the holder of such lien or encumbrance to subordinate such lien or other monetary encumbrance to the applicable easement. The ownership and lien affidavit for the Holding Pond #2 Land must show the land to be free and clear of liens.

4.03.06 Costs. The costs incurred to convey Access Easements (, Utility Easements, Holding Pond # 2 Land, and to grant License Agreements (including costs of acquisition, recording, and preparation of the Dedication Documentation, and costs of issuing title policies required by this Agreement) are the responsibility of Oaks. The cost of constructing the Access Road and any other any access roads within an Access Easement shall also be the responsibility of Oaks.

4.03.07 Title Policies. When the Dedication Documentation requires that Oaks provide title insurance in favor of the City at Oaks' expense, Oaks will cause the release of any liens or monetary encumbrances reflected on the commitment for such title policy when each instrument is conveyed to the City and will cause the subordination of any liens or monetary encumbrances reflected on the commitment. The amount of the title policy for the Utility Easements will be calculated by multiplying the number of square feet within the area to be conveyed by \$1.00. The amount of the title policy for any perpetual Access Easements and the Holding Pond # 2 Land will be in the amount of the Williamson Central Appraisal District's assessed fair market value of the Holding Pond # 2 Land, plus the cost of excavating Holding Pond # 2, plus the cost of the liner for Holding Pond #2. Only the standard pre-printed exceptions, and those of the Permitted Exceptions that apply to the area being conveyed to the City will be reflected on a title policy.

4.04 Ownership, Operation and Maintenance of the Utility Improvements.

4.04.01 Internal Wastewater Improvements. Within ninety (90) days of Completion and acceptance by the City of any Internal Wastewater Improvements, Oaks will request final inspection and issuance of a letter of acceptance from the City, and upon issuance of the City's letter of acceptance, the therein-described Internal Wastewater Improvements will be transferred to the City for ownership, operation and maintenance.

4.04.02 Drainage Facilities. Within ninety (90) days of Completion of any Drainage Facilities, Oaks will convey such Drainage Facilities to the District for ownership, operation and maintenance. The City shall have no responsibility for maintaining any Drainage Facilities on the Property or otherwise associated with the development of the Property.

4.05 Reservations of Capacity and Rights of Reimbursement. The conveyances of the Internal Wastewater Improvements referenced in **Section 4.04.01** of this Agreement, and the conveyances of the Drainage Facilities described in **Section 4.04.02** of this Agreement, shall be subject to (i) the reservation of a capacity interest in such Internal Wastewater Improvements or Drainage Facilities for service to the District in conformance with the terms of this Agreement, and (ii) Oaks' right to reimbursement from the District for the cost of such Internal Wastewater Improvements, Drainage Facilities, and Irrigation Improvements in consideration of the District's capacity interest, and in accordance with TCEQ rules.

4.06 Retail Wastewater Rates and Charges. The rates and charges to be paid by customers within the boundaries of the District shall be those applicable to customers located outside the City limits.

4.07 Connections and Testing Criteria for Connections. The physical connection of each service line to the Internal Wastewater Improvements must be performed by a licensed plumber and must be inspected by the City or the City's authorized representative.

ARTICLE 5. WASTEWATER IMPACT FEES; ALLOCATION OF CAPACITY; OTHER FEES

5.01 Effect of Payment of Capacity Payment. The Parties agree that payment of the Capacity Payment will fully satisfy all Capital Costs, and no additional Wastewater capital recovery fees, or similar fees, charges or rates that are included in the Capital Costs will be charged to Oaks or the District. Notwithstanding the foregoing, however, it is agreed that Oaks shall pay the Wastewater Impact Fee in accordance with **Section 5.02** of this Agreement.

5.02 Wastewater Impact Fee. Prior to and as a condition of recordation in the Official Public Records of Williamson County of every subdivision final plat containing a Connection on the Property, Oaks shall pay the Wastewater Impact Fee. Oaks and the District hereby agree, represent and warrant that their agreement to allow the City to assess and collect the Wastewater Impact Fees within the District boundaries and remit the fees to the City in accordance with this Agreement is authorized and enforceable under Section 395.018 of the Texas Local Government Code.

5.03 Allocation of Capacity. Upon payment of Wastewater Impact Fees, the City will allocate to the applicable portions of the Property that portion of the Maximum Wastewater Capacity equal to the number of Service Units associated with the

Connections for which the Wastewater Impact Fees have been paid, as the number of Service Units are calculated under Chapter 13.32 of the City's Code of Ordinances, as the same may be amended from time to time by the City Council.

5.04 Other Fees. As to Vertical Development, the City's inspection, connection, plumbing, tap, and other fees shall be paid when due as stated in the Applicable Laws and/or other City ordinances, rules and regulations applicable to Vertical Development.

ARTICLE 6. EMERGENCY; RESTRICTIONS PRIOR TO COMPLETION OF EXPANDED CHWWTP

6.01 Emergency. If an Emergency exists, or is reasonably anticipated by the City to occur, then the City will have the right, after providing reasonable notice and an opportunity for consultation to the District, to curtail or limit service to customers in the District on a reasonable, non-discriminatory basis so that all similarly situated customers receiving wastewater service from the City are treated equitably, fairly and uniformly. The District agrees that, in times of Emergency or the need for repair, replacement or improvement of the City System, the City may take appropriate action to curtail or limit usage within the District, so that all customers will be equally and uniformly restricted and protected. Notwithstanding anything herein to the contrary, if it is ever determined by any governmental or regulatory authority that the provision of Wastewater Services by the City under this Agreement or curtailment or limitation of Wastewater Services by the City to any of its customers is in violation of Regulatory Requirements, then the City, after providing reasonable notice and an opportunity for consultation to the District, will take such action as will best effectuate this Agreement and comply with Regulatory Requirements.

6.02 Restrictions Prior to Completion of the Expanded CHWWTP. The restrictions set forth in Section 3.2 of the Development Agreement Concerning the Oaks at San Gabriel Subdivision recorded as Document No. 2007040907 of the Official Public Records of Williamson County, Texas shall apply to requests for Connections on the Property.

ARTICLE 7. WASTEWATER SERVICES

7.01 Commitment to Provide Wastewater Services. Subject to the provisions of **Article 6** of this Agreement and the additional conditions listed below in this Section and elsewhere in this Agreement, upon payment in full of the Capacity Payment, conveyance to the City of the Holding Pond # 2 Land, and Completion of construction of Holding Pond # 2 and the Utility Improvements in accordance with the terms and conditions of this Agreement, Oaks, on behalf of the District, will have a guaranteed reservation and

commitment of capacity in the Expanded CHWWTP and the CHWWTP Final Phase Facilities up to the amount of the Maximum Wastewater Capacity for which Wastewater Impact Fees have been paid, and the City agrees to provide Wastewater Services to Connections within the boundaries of the District not to exceed the Connection Limit and in a total amount not to exceed the Maximum Wastewater Capacity, subject to the following:

7.01.01 Service is available only upon the City's approval of the final plat or plats of the Property and the recording of same in the final plat records of Williamson County, Texas in accordance with the requirements of the UDC;

7.01.02 Construction of the Internal Wastewater Improvements has been Completed by Oaks as required by this Agreement and accepted by the City for operation and maintenance for the portion of the Property that has been final platted;

7.01.03 Wastewater Impact Fees and connect fees, tap permit fees, and similar fees have been paid and the requisite permits have been issued by the City for the Connections reflected on a final plat of the Property;

7.01.04 This Agreement in no way obligates the City to approve service extension requests not conforming to the requirements of the City's ordinances nor otherwise binds the governmental powers of the City with respect to approval or denial of same; provided however, that so long as the terms of this Agreement are satisfied, the City agrees not to unreasonably withhold, condition or delay its approval of any service extension request;

7.01.05 This Agreement does not exempt Oaks or the District, or their successors and assigns, from the requirements of any other agreement pertaining to the Property, the UDC, or any other City requirements applicable to development within the Property covered by the service extension requests;

7.01.06 This Agreement does not guarantee approval of the final plat or plats of the Property or the approval of any other application or permits related to the Property; and

7.01.07 This Agreement will not be construed to create or confer upon Oaks or the District, or their successor or assigns, any manner of legal title, to, equitable interest in, or other claim of joint ownership with respect to property, whether real, personal or mix comprising the CHWWTP or the CHWWTP Final Phase Facilities or any other components of the City System.

7.02 Service Requirements. The City may establish reasonable, non- discriminatory regulations relating to the manner in which it provides the Wastewater Services, and this Agreement will not be construed to prohibit the City from implementing any ordinance, specification, rule, regulation or other requirement necessary to comply with the terms of the TCEQ Permit or any applicable Regulatory Requirements. Upon approval of any such ordinances, specifications, rules, regulations or other requirement by the City, such service requirements shall be binding on the District, and the District agrees to promulgate and enforce by District rule or order the applicable service requirements.

7.03 Condition of Wastewater Delivered.

7.03.01 Oaks and the District agree that they shall not authorize, approve, make or allow (i) Connections in excess of the Connection Limit; (ii) unapproved nonresidential Connections on the Property; (iii) on-site sewerage facilities (*e.g.*, septic systems) on the Property or serving any portion of the Property; (iv) delivery of wastewater to the City System that is not in compliance with the Regulatory Requirements; or (v) Wastewater Services or wholesale wastewater services to any Connections other than Connections on the Property. Oaks and the District further agree that noncompliance with this Section after expiration of a Cure Period shall be a material default of this Agreement.

7.03.02 The District acknowledges that the City may establish and amend from time to time reasonable and nondiscriminatory rules and regulations applicable to the entire the City System and its customers which specify:

- types and quantities of discharges that are prohibited from entry into the City System;
- discharge prohibitions for certain substances;
- pretreatment, permitting, monitoring, and other requirements for persons who discharge;
- prohibited substances; and
- measures to protect the City System.

7.04 The District will require all persons discharging Wastewater to the Internal Wastewater Improvements that does not meet Regulatory Requirements to comply with the City's rules and regulations regarding pretreatment. Customers discharging prohibited substances must abate such substances from their waste streams and conform

their discharges to the City's regulations respecting the discharge of such wastes and pretreatment, which regulations include, but will not be limited to, a requirement for grease interceptors for restaurants and commercial kitchens.

7.05 The District will submit all plans for any project that will generate Wastewater that does not meet Regulatory Requirements or applicable rules of the City to the City for approval before a Connection is made and the City may prescribe reasonable pretreatment requirements to be incorporated into the permit or other documentation authorizing the discharge, as provided in **Section 7.06.02**.

7.06 Regulation of Quality of Wastewater.

7.06.01 Inadmissible Waste. Only Wastewater that is amenable to biological treatment may be delivered to the City System. the City may, from time to time, establish and revise a list of Inadmissible Waste applicable to all discharges of Wastewater into the City System. the City will promptly provide a copy of each such list of Inadmissible Waste to the District. The District will prohibit the discharge of Inadmissible Waste from Connections within the boundaries of the District and will enact all rules and regulations reasonably necessary to regulate the quality and strength of the Wastewater it collects for discharge into the City System consistent with the terms of this Agreement.

7.06.02 Industrial Wastes. Because Industrial Waste may have adverse effects upon the City System and its Wastewater treatment processes, any Connection within the District proposing to discharge Industrial Waste will be subject to review as provided in this Section. The City will establish and, in cooperation with the District, pursue enforcement of specific rules regulating the discharge of Industrial Waste. The City will authorize additional discharges of Industrial Waste, subject to and upon such terms and conditions as the City may reasonably prescribe from time to time, on a case by case basis. The City will review each application for the discharge of Industrial Waste and notify the District in which the proposed Connection is located and the applicant whether it is approved, disapproved or approved with conditions within twenty (20) days after receipt of all information specified by this Section. The cost of such review and issuance of a permit (if any) will be charged by the City to the responsible applicant.

7.07 Non-Discrimination. Wastewater Services provided by the City under this Agreement will be nondiscriminatory and consistent with the service provided to other customers of the City receiving service from the CHWWTP. If Wastewater Services are curtailed within the City or to other customers using the CHWWTP, the City may impose

a corresponding curtailment on Wastewater Services provided under this Agreement; however, any curtailment must be nondiscriminatory and applied on a pro-rata basis and Wastewater Services may not be reduced or curtailed to the District by any greater proportion than Wastewater Services is reduced or curtailed to other customers receiving wastewater service from the CHWWTP.

7.08 City as Exclusive Provider. Oaks and the District agree that the City shall be the exclusive provider of the Wastewater Services to Connections within the boundaries of the District and that no other person or entity shall be allowed to provide the Wastewater Services.

ARTICLE 8. TERM; DEFAULT; REMEDIES

8.01 Term. The term of this Agreement is **ten (10)** years after the Effective Date; however, neither the expiration of the term of this Agreement nor any termination of this Agreement will affect or impair Oaks' or the District's rights to the Maximum Wastewater Capacity in the CHWWTP and right to the Wastewater Services and such contractual rights will survive any termination of this Agreement.

8.02 Default Process. The following provisions will apply in the event of a Default:

8.02.01 Default Proceedings for Monetary Obligations. In additions to the rights and remedies of the City under **Article 8** of this Agreement, the City's remedies for Oaks' non-payment of the Design Deposit, the Construction Contract Price, Final Costs, and the failure to post, increase the amount of (if required by this Agreement), and/or and maintain a Letter of Credit shall be as set forth in **Article 2** of this Agreement.

8.02.02 Process for Defaults Other Than Monetary Obligations. If one Party believes that the other Party is in default of any provision of this Agreement, the non-defaulting Party will give written notice to the other Party, specifying the event of default and extending the defaulting Party sixty (60) days to cure the Default or, if the curative action cannot reasonably be concluded within sixty (60) days, ninety (90) days to cure the default. The applicable period for notice and opportunity to cure must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to an alleged default. During any period of Oaks' or the District's default, the City shall have no obligation to review, authorize or approve any Connections, construction plans, plat applications or permits or authorizations of any kind, or design or construct the Expanded CHWWTP or the CHWWTP Final

Phase Facilities, and shall have the right, but not the obligation to draw on the Letters of Credit as allowed by this Agreement.

8.02.03 Rights After Cure Period. The Parties agree to first attempt to resolve disputes concerning this Agreement amicably by promptly entering into negotiations in good faith. The Parties agree that they will not refer any dispute to another dispute resolution procedure, including mediation or litigation, until they have first made reasonable and good faith efforts to settle their differences by joint negotiations conducted in a timely manner. The Parties agree that they will use good faith, reasonable efforts to resolve any dispute, including a monetary dispute, by agreement, including engaging in non-binding arbitration, mediation or other alternative dispute resolution methods as recommended by the laws of the State of Texas before initiating any lawsuit to enforce their respective rights under this Agreement. If the default is not cured within the sixty (60) day period, or if applicable, the ninety (90) day cure period, the non-defaulting Party may pursue all remedies, at law or in equity, that it deems appropriate to redress such default and such remedies shall be cumulative. Except as stated in the following sentence, nothing in this Agreement will be construed to waive governmental or other immunity or limit any Party's right to recover damages or to seek other appropriate curative remedies if a non-defaulting Party files a breach of contract action relating to this Agreement, including, but not limited to, reasonable attorney's fees, expenses and court costs. No Party shall be liable to any other Party for special, consequential, incidental, punitive or indirect damages or lost profits or for damages not recoverable by law.

8.03 Specific Performance. The Parties recognize that discontinuance of Wastewater Services, or the drastic curtailment of said service, is often an unattainable remedy and that continuation and adequacy of Wastewater Services is essential because of the potential threat to the health, safety, and welfare and property of residents and property owners within the boundaries of the District. The Parties will therefore have recourse to all rights and remedies in law and equity available to enforce the terms of this Agreement including, without limitation, the rights of specific performance and mandamus actions to enforce the terms of this Agreement, but the Parties agree that: (a) for work on construction of the Expanded CHWWTP and the CHWWTP Final Phase Facilities that has not begun, the estimated cost of the Expanded CHWWTP and the CHWWTP Final Phase Facilities shown in the final, accepted bid documents shall be prima facie evidence of the minimum cost of completion, but that amount does not establish the maximum amount of Oaks' liability; and (b) none of the Parties shall be entitled to special, consequential, incidental, punitive or indirect damages or lost profits or damages not recoverable by law.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.01 Force Majeure. If any Party is rendered unable wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement (other than an obligation to pay or provide money or post or maintain the Letter of Credit), then such obligations will, to the extent affected by Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, be suspended during the continuance of the inability, but for no longer period, provided that notice is promptly given to each of the other Parties. The cause, as far as possible, must be remedied with all reasonable diligence. The settlement of strikes and lockouts will be entirely within the discretion of the affected Party and the requirement that any Force Majeure be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when settlement is unfavorable in the judgment of the affected Party.

9.02 Entire Agreement; Effect on Prior Agreement. This Agreement supersedes and replaces all provisions of the Prior Agreement and on the Effective Date of this Agreement, it is agreed that the Prior Agreement will terminate and be of no further force or effect and Wastewater Services will thereafter be provided under the terms of this Agreement.

9.03 Assignability; Runs with the Land. Neither the City nor the District may assign their obligations under this Agreement without the express written consent of the other Parties. Oaks may assign its obligations under this Agreement to an affiliate of Oaks that owns over fifty percent (50%) of the assets or shares of Oaks without the consent of the other Parties: (a) after Completion of construction of the Expanded CHWWTP and the Expanded CHWWTP Final Phase Facilities on the condition that the City has received payment in full from Oaks of the Capacity Payment prior to the effective date of the assignment agreement, or (b) before Completion of construction of the Expanded CHWWTP and the Expanded CHWWTP Final Phase Facilities on the condition that the proposed assignee pays to the City or the posts and maintains a Letter of Credit in favor of the City in the form attached hereto as **Exhibit F** in the amount of 125% of the Construction Contract Price prior to and as a condition of the effectiveness of the assignment agreement, and provides copies of the assignment documentation to the other Parties within five (5) days after its purported effective date. Any assignments or attempted assignments that do not comply with this Section are void and shall have no force or effect. Any permitted assignment shall be deemed to be a contemporaneous delegation of duties from the assigning Party to its permitted assignee. This Agreement shall bind and inure to the benefit of the Parties and their permitted successors and

assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property or portions thereof.

9.04 Severability. The provisions of this Agreement are severable and, if any provision or part of this Agreement or the application thereof to any person or circumstance will ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid or unlawful for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected and this Agreement will be construed as if the invalid or unconstitutional provision had never been contained therein; however, in such event, the Parties mutually covenant and agree to use good faith efforts to amend this Agreement in a manner that restores a reasonable balance of burdens and benefits for each Party.

9.05 Attorneys' Fees. Oaks agrees to reimburse the City for its legal fees incurred in connection with the negotiation and drafting of this Agreement.

9.06 No Oral Agreements; Amendments. There are no oral agreements between the Parties with respect to the subject matter hereof. This Agreement may be amended only with the written consent of all of the Parties until Oaks has been reimbursed in full by the District for the Capacity Payment; thereafter, this Agreement may be amended by the City and the District acting alone, and no joinder of Oaks will be required. Any amendments must be evidenced by written instrument identifying itself as an amendment to this Agreement.

9.07 Addresses and Notices. Any notice given under this Agreement must be in writing, and must be given by personal delivery or by certified or registered mail, postage prepaid, addressed to the Party to whom it is intended at the address of the Party specified below, or such other address as a Party may designate by written notice to the other Parties, and such notice will be deemed to have been given three (3) days after mailing of the notice or immediately upon personal delivery. Unless changed by written notice in accordance with this Section, the addresses of the Parties will be as follows:

City:

City of Georgetown
Attn: Assistant City Manager
808 Martin Luther King Jr. St.
Georgetown, Texas 78626
Phone: (512) 930-3652

with copy to:

City of Georgetown
Attn: City Attorney
809 Martin Luther King Jr. St.
Georgetown, Texas 78626
Phone: (512) 930-3652

District:

West Williamson County MUD No. 1
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

with a copy to:

Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: Kevin M. Flahive
Phone: (512) 435-2333

Oaks:

Oaks at San Gabriel, L.L.C.
c/o Hearthstone, Inc.
24151 Ventura Boulevard
Calabasas, California 91302
Attn: Steven C. Porath
Phone: (818) 385-3697

with copies to:

Oaks at San Gabriel, L.L.C.
c/o Hearthstone, Inc.
24151 Ventura Boulevard

Calabasas, California 91302
Attn: Todd Rosa
Phone: (949) 954-1923

Oaks at San Gabriel, L.L.C.
c/o Harris & Straub, LLC
311 University Drive, Suite 101
Fort Worth, Texas 76107
Attn: James R. Harris
Phone: (817) 332-0027

Oaks at San Gabriel, L.L.C.
c/o Harris & Straub, LLC
4408 Spicewood Springs Road
Austin, Texas 78759
Attn: Joseph W. Straub
Phone: (512) 231-1555

Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: Kevin M. Flahive
Phone: (512) 435-2333

9.08 Good Faith. Each Party agrees that, notwithstanding any provision herein to the contrary, no Party will unreasonably withhold or unduly delay any consent, approval, decision, determination or other action that is required or permitted under the terms of this Agreement, it being agreed that each Party will act in good faith and will at all times deal fairly with the other, including in connection with the rates established by the City under this Agreement.

9.09 Counterparts. This Agreement may be executed in as many counterparts as may be convenient or required. All counterparts will collectively constitute a single instrument, and it will not be necessary in making proof of this Agreement to produce or account for more than a single counterpart.

9.10 Governing Law and Venue. Notwithstanding any conflict of laws provisions, the Parties agree that the terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the State of Texas and the United States of

America from time to time in effect, and that Williamson County, Texas will be the proper place of venue for any suit under this Agreement.

9.11 No Additional Waiver Implied. The failure of any Party to insist upon performance of any of the terms, covenants or conditions of this Agreement will not be construed as a waiver or relinquishment of the future performance of any such term by any other Party or in any other instance, and the obligation of each Party with respect to future performance will continue in full force and effect.

9.12 No Third-Party Beneficiaries Intended. Nothing in this Agreement shall be construed to confer any right, privilege or benefit on, or to otherwise create a vested right or third-party beneficiary relationship, with any person or entity not a party to this Agreement. Notwithstanding anything to the contrary in this Agreement, in no event will Oaks' or the District's obligations burden, encumber, or otherwise affect title to any final platted and recorded residential legal lot located within the Property upon which a single-family residence is constructed that is owned by a third-party.

9.13 Captions. The captions in this Agreement are inserted solely for convenience and will not be considered or given any effect in construing this Agreement, or any provision hereof, or in connection with the duties, obligations or liabilities of the Parties or in ascertaining intent, if any question of intent should arise.

9.14 Construction of Agreement. All of the Parties have participated in the drafting of this Agreement; therefore, this Agreement will not be construed in favor of or against any Party on the basis of draftsmanship.

9.15 Other Instruments. The Parties covenant and agree to execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.

9.16 Time of the Essence. Time is of the essence with respect to all matters covered by this Agreement.

9.17 Authority of Parties' Representatives Executing the Agreement. Each of the Parties hereby represents and warrants that the person(s) executing this Agreement on behalf of it has the authority to execute and deliver and perform the terms, duties, and obligations of this Agreement and that approval of this Agreement and the authority of the Party's representative whose name and signature appears below has been duly and validly authorized by the Party's governing persons, bodies, or entities after all necessary

proceedings. Each of the Parties further represents and warrants that this Agreement constitutes a valid and binding contract, enforceable in accordance with its terms.

9.18 Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A	Approved Form – Utility Easement
Exhibit B	Approved Form – Access Easement
Exhibit C	Approved Form – Holding Pond # 2 Land Deed
Exhibit D	Approved Form – License Agreement
Exhibit E	Location Map – CHWWTP, Holding Pond # 1, Holding Pond # 2 Land, Irrigation Lands, Irrigation Improvements
Exhibit F	Approved Form – Letter of Credit
Exhibit G	Location Map – the Property (the District)
Exhibit H	Preliminary Lot Layout
Exhibit I	Engineer’s Estimate of Probable Cost

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies on the date or dates indicated below, each of which will be deemed to be an original and of equal force and effect, to be effective as of the Effective Date.

*(The remainder of this page has been intentionally left blank
and the signature pages follow.)*

THE CITY:

CITY OF GEORGETOWN, TEXAS,
a Texas home rule municipality

By: _____
Dale Ross, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Charlie McNabb, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2020 by Dale Ross, Mayor of the City of Georgetown, Texas, a Texas home rule municipal corporation, on behalf of the City of Georgetown.

By: _____
Notary Public in and for the State of Texas

(*seal*)

OAKS:

OAKS AT SAN GABRIEL, L.L.C.,
a Texas limited liability company

By: HEARTHSTONE, INC.,
a California corporation,
d/b/a in Texas as Hearthstone Advisors, Inc.,
its Manager

By: _____
Steven C. Porath, Senior Vice
President & General Counsel

APPROVED AS TO FORM:

By: _____
Kevin M. Flahive, Attorney for
Oaks at San Gabriel, L.L.C.

THE STATE OF CALIFORNIA §
 §
COUNTY OF LOS ANGELES §

On _____, 2020, before me, _____
a Notary Public, personally appeared Steven C. Porath who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity, and that
by his signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

By: _____
Notary Public in and for the State of California

(seal)

THE DISTRICT:

WEST WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 1

By: _____
D. Russell (Russ) Stapleton,
Board President

ATTEST:

By: _____
Herbert Dickehut, Board Secretary

APPROVED AS TO FORM:

By: _____
Kevin M. Flahive, Attorney for the District

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2020 by D. Russell (Russ) Stapleton, President of the Board of Directors of the West Williamson County Municipal Utility District No. 1, a municipal utility district created and operating pursuant to Chapters 49 and 54 of the Texas Water Code, on behalf of the District.

By: _____
Notary Public in and for the State of Texas

(seal)

Form of Exclusive Water/Wastewater Easement

§

§

§

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities; (2) the right to relocate the Facilities within the Easement Area; and (3) the right to remove from the Easement Area all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of the Facilities.
4. The duration of the Easement is perpetual.

Exhibit A

Form of Exclusive Water/Wastewater Easement

5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor but not otherwise, and subject to all matters of record in Williamson County, Texas.
6. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that except as provided below in this Paragraph 6, Grantor shall not convey any other easement, license, or conflicting right to use the Easement Area (or any portion thereof). Grantor reserves the right, subject to the following conditions:
 - (a) to construct the following improvements within the Easement Area (collectively the "**Grantor Improvements**"): driveways, roads, curbing, landscaping (groundcover, shrubbery and ornamental trees), irrigation lines, pedestrian trails and sidewalks, and shallow drainage ditches, *provided that* any Grantor Improvements installed within the Easement Area require a License Agreement or License to Encroach issued by the Grantee; and
 - (b) to install utilities, including water, gas, telecommunication, and electrical lines ("**Utility Improvements**"), across the Easement Area, which utilities will be located at a generally perpendicular angle to the Facilities, provided that any Utility Improvements installed within the Easement Area require a License Agreement or License to Encroach issued by the Grantee.

Any License Agreement or License to Encroach will be in a form established by the Amended and Restated Offsite Utility Construction and Cost Reimbursement Agreement Concerning the Oaks at San Gabriel Subdivision recorded under Document No. _____, in the Official Public Records of Williamson County, Texas (as amended from time to time).

7. Grantee will use commercially reasonable efforts to restore (a) the driveways, roads, curbing, pedestrian trails and sidewalks of the Easement Area disturbed by Grantee in the exercise of its rights granted herein to the condition immediately prior to disturbance whenever reasonably practicable; and (b) all other surfaces to standards as required by the Texas Commission on Environmental Quality or its successor, as may be amended.

Exhibit A

Form of Exclusive Water/Wastewater Easement

8. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
9. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ____ day of _____, 20____.

~SIGNATURES ON FOLLOWING PAGE~

GRANTOR:

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 20____, by _____.

Notary Public, State of Texas

APPROVED AS TO FORM:

_____, Asst. City Attorney

Oaks at San Gabriel Subdivision
Exhibit A- Form of Utility Easement
Page 3

GEORGETOWN WASTEWATER EASEMENTPage 3 of 4
CoG Map Quad ____
Project #

Exhibit A

Form of Exclusive Water/Wastewater Easement

Consent and Subordination by Lienholder

_____, of _____ [address]
("Lienholder"), as the holder of [a] lien[s] on the Easement Area, consents to the above grant of
the Easement, including the terms and conditions of the grant, and Lienholder subordinates its
lien[s] to the rights and interests of Grantee, so that a foreclosure of the lien[s] will not extinguish
the rights and interests of Grantee.

[Name of Lienholder]

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____,
20____, by _____,
_____ of _____, a
_____, on behalf of said _____.

Notary Public, State of _____

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

WHEREAS, as a condition to accepting the dedication of and the responsibility for ownership, operation and maintenance of the Facilities, Grantee requires vehicular and pedestrian access to and from the **[City Easement OR Holding Pond # 2 Land]** across, upon, and over the Access Easement Area described herein; and

EXHIBIT B
ACCESS EASEMENT AGREEMENT

WHEREAS, Grantee desires to obtain from Grantor and Grantor has agreed to provide to Grantee vehicular and pedestrian access to and from the [City Easement OR Holding Pond # 2 Land] across, upon and over the Access Easement Area as provided herein.

NOW, THEREFORE, in consideration of the premises, the sum of One and No/100 Dollars (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, a twenty-foot wide easement and right of way (the “**Easement**”) for the sole purpose of providing vehicular and pedestrian ingress, egress, and access to and from the [City Easement OR Holding Pond # 2 Land], on, over, under and across the following property of Grantor, to wit:

Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds and by diagram in **Exhibit “A”** attached hereto and made a part hereof for all purposes (the “**Access Easement Area**”).

2. The Access Easement Area may be used by Grantee and its employees, contractors, sub-contractors, consultants, tenants, agents, licensees, invitees, successors and assigns for the purposes set forth above. In addition, Grantee is authorized to remove or cause to be removed trees and brush and other debris or obstructions in the Access Easement Area so that it is suitable at all times for the intended purposes. Grantor shall not construct or place any structures, fences, walls, buildings, or other improvements or barriers on, over or across the Access Easement Area.

3. [For access to Holding Pond # 2 Land: Provided that Grantor is not in default of the Wastewater Utility Agreement, Grantee shall construct or cause to be constructed within the Access Easement Area an all-weather access road meeting the specifications set forth in **Exhibit “B”** attached [add if applicable: “and in “**Exhibit “C”** attached” [where Exhibit C is the specifications for the portion of the access road crossing the Middle Fork of the South San Gabriel River”] (the “**Access Road**”). Grantee may, but is not required to, maintain, repair, modify, replace, or otherwise alter the Access Road. Except as otherwise provided in Section 5, Grantor is not responsible for constructing, maintaining or repairing the Access Road.] **OR** [For access to City Easement: Grantor shall construct or cause to be constructed within the Access Easement Area an all-weather

EXHIBIT B
ACCESS EASEMENT AGREEMENT

access road between a completed public road and the City Easement meeting the specifications set forth in **Exhibit "B"** attached [add if applicable: "and in **Exhibit "C"** attached" [where Exhibit C is the specifications for the portion of the access road crossing the Middle Fork of the South San Gabriel River"] (the **"Access Road"**). Grantee may, but is not required to, maintain, repair, modify, replace, or otherwise alter the Access Road. Except as otherwise provided in Section 5, Grantor is not responsible for maintaining or repairing the Access Road.]

4. The duration of the grant of Easement is PERPETUAL; *provided*, that the Easement may be replaced or relocated under the following conditions:

- a) **Replacement with Public Road Access** – If and when the Access Easement Area, or any portion thereof, is included in a Grantee-approved and recorded subdivision plat that provides access to [the remaining portion of the Access Easement Area OR the City Easement OR the Holding Pond # 2 Land] via public road(s) established by such plat (**"Public Road Access"**), the Easement will automatically terminate as to the portions of the Access Easement Area that are replaced by the Public Road Access. In that event, Grantee shall, on Grantor's request, execute an addendum to this Agreement evidencing the termination of the Easement as to that portion of the Access Easement Area replaced by the Public Road Access; or
- b) **Replacement with Alternative Access** - If and when the Access Easement Area, or any portion thereof, is replaced by access to [the remaining portion of the Access Easement Area OR the City Easement (but not the Holding Pond # 2 Land)] via a permanent access easement in a location acceptable to Grantee, having an Access Road meeting the standards set forth in **"Exhibit B"** constructed thereon, and conveyed to Grantee via separate instrument (**"Alternate Access"**), the Easement will automatically terminate as to the portions of the Access Easement Area replaced by the Alternate Access. In that event, Grantee shall, on Grantor's request, execute an addendum to this Agreement evidencing the termination of the Easement as to that portion of the Access Easement Area replaced by the Alternate Access.

5. The Easement and the rights and privileges granted by this Agreement are NON-EXCLUSIVE to Grantee, and Grantee acknowledges that Grantor may use the Access Easement Area for purposes that do not unreasonably interfere with Grantee's use of the Access Easement Area; provided however, (a) Grantor shall promptly repair any damage to the Access Road caused by its use of the Access Road or the Access Easement Area, or

EXHIBIT B
ACCESS EASEMENT AGREEMENT

by the negligent or willful misconduct of Grantor and/or its employees, tenants, agents, licensees, assigns, or invitees arising out of their use of the Access Road or the Access Easement Area, and (b) Grantee may restrict access, by a gate or other device, to the [City Easement OR Holding Pond # 2 Land], which gate or other device will be installed on the [City Easement OR Holding Pond # 2 Land] at a location where the Access Road ceases to provide access to any area other than the [City Easement OR Holding Pond # 2 Land].

6. Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement, and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor but not otherwise, subject to all matters of record in Williamson County, Texas, to the extent same are valid and subsisting and affect the Access Easement Area.

7. Miscellaneous

a. Entire Agreement. Notwithstanding any terms, provisions or conditions of any other documents or instruments to the contrary, this Agreement constitutes the entire agreement among the Parties hereto as to the subject matter hereof, and the Parties do not rely upon any statement, promise or representation not herein expressed.

b. Amendments. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by an agreement in writing signed by the Parties hereto.

c. Governing Law. This Agreement shall be deemed to be a contract under the laws of the State of Texas which is performable in Williamson County, Texas, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

d. Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof.

EXHIBIT B
ACCESS EASEMENT AGREEMENT

e. Binding on Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns and shall be deemed to be a covenant running with the land.

f. No Partnership. Nothing contained herein shall be construed to create a partnership between or among the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise. In addition, this Agreement is not intended to create any third party beneficiary except as otherwise provided.

g. Notices. Any notice hereunder must be in writing, and shall be effective when deposited in the United States Mail, Certified (Return Receipt Requested), or with a recognized overnight courier service, addressed to the parties as set forth below (or as may be designated from time to time as provided in this Section 7.g), or when actually received by the party to be notified, including electronically confirmed facsimile transmissions:

To Grantor:

If District

West Williamson County Municipal Utility District No. 1
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: Kevin M. Flahive
Phone: (512) 435-2333
Fax: (512) 435-2360

If Oaks:

Oaks at San Gabriel, L.L.C.
c/o Hearthstone, Inc.
24151 Ventura Boulevard
Calabasas, California 91302
Attn: Steven C. Porath
Phone: (818) 385-3697
Fax: (818) 826-5955

with copies to:

Oaks at San Gabriel, L.L.C.
c/o Hearthstone, Inc.
24151 Ventura Boulevard

EXHIBIT B
ACCESS EASEMENT AGREEMENT

Calabasas, California 91302
Attn: Todd Rosa
Phone: (949) 954-1923
Fax: (818) 826-5955

Oaks at San Gabriel, L.L.C.
c/o Harris & Straub, LLC
311 University Drive, Suite 101
Fort Worth, Texas 76107
Attn: James R. Harris
Phone: (817) 332-0027
Fax: (817) 332-1400

Oaks at San Gabriel, L.L.C.
c/o Harris & Straub, LLC
4408 Spicewood Springs Road
Austin, Texas 78759
Attn: Joseph W. Straub
Phone: (512) 231-1555
Fax: (512) 231-8955

To Grantee:

City Manager
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

Exhibit "A" - Description of Access Easement Area

Exhibit "B" - Access Road Specifications

[Exhibit "C" – Access Road Specifications for crossings of the Middle Fork of the South
San Gabriel River]

(Remainder of page intentionally blank.)
(Signature page follows.)

EXHIBIT B
ACCESS EASEMENT AGREEMENT

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date first written above (the "Effective Date").

GRANTOR:

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

_____, City Attorney
City of Georgetown

EXHIBIT B
ACCESS EASEMENT AGREEMENT

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

 This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, individually [or _____ of _____, a _____, on behalf of said entity].

Notary Public, State of _____

AFTER RECORDING, RETURN TO GRANTEE:

City Attorney
City of Georgetown
809 Martin Luther King Jr. St.
Georgetown, Texas 78626

EXHIBIT B
ACCESS EASEMENT AGREEMENT

Consent and Subordination by Lienholder

_____, of _____ [address]
("Lienholder"), as the holder of [a] lien[s] on the Access Easement Area, consents to the
above grant of the Easement, including the terms and conditions of the grant, and
Lienholder subordinates its lien[s] to the rights and interests of Grantee, so that a
foreclosure of the lien[s] will not extinguish the rights and interests of Grantee.

[Name of Lienholder]

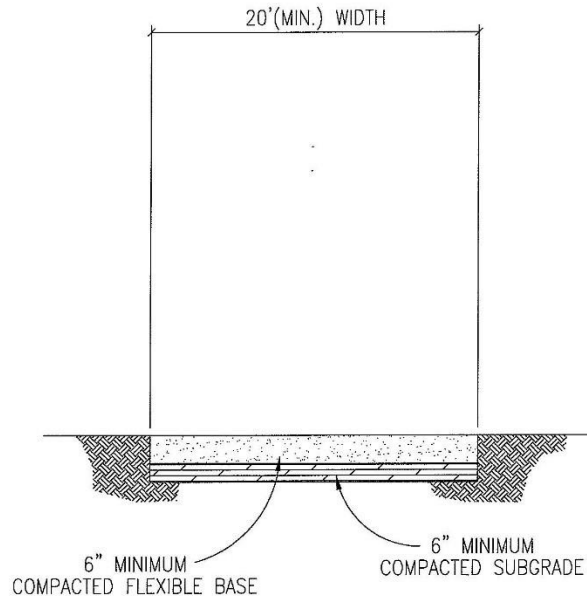
STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of
_____, 20__, by _____, _____ of
_____, a _____, on behalf of said
_____.

Notary Public, State of _____

EXHIBIT A
METES AND BOUNDS AND SURVEYOR'S SKETCH OF EASEMENT AREA
(to be attached before recording)

EXHIBIT B ACCESS ROAD SPECIFICATIONS



NOTE:
ALL WEATHER DRIVING SURFACES SHALL BE CAPABLE OF SUPPORTING A
DESIGN WHEEL LOAD OF 16,000 LB (H-20 LOADING) IN ORDER TO
SUPPORT A GROSS VEHICLE WEIGHT OF 80,000 LB.

*The Architect/Engineer assumes
responsibility for appropriate
use of this standard.*

MODIFIED

G:\1640\09\EXHIBITS\164009EXH95.dwg modified by dzinsmeyer on Jun 12, 2008 - 2:53pm

REVISION NOTE: **ADOPTED 6/21/2006**


 <p>GEORGETOWN TEXAS <small>Georgetown Utility Systems Your Community Owned Utility</small></p>	<p>CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS ACCESS ROAD</p>	<p><small>DRAWING NAME:</small> SD43</p>				
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><small>SCALE:</small> NTS</td> <td style="width: 50%;"><small>DATE:</small> 1/2003</td> </tr> <tr> <td><small>DRAWN BY:</small> MRS</td> <td><small>APPROVED BY:</small> TRB</td> </tr> </table>	<small>SCALE:</small> NTS	<small>DATE:</small> 1/2003	<small>DRAWN BY:</small> MRS	<small>APPROVED BY:</small> TRB
<small>SCALE:</small> NTS	<small>DATE:</small> 1/2003					
<small>DRAWN BY:</small> MRS	<small>APPROVED BY:</small> TRB					

EXHIBIT C
ACCESS ROAD SPECIFICATIONS FOR
CROSSINGS OF THE MIDDLE FORK OF THE SOUTH SAN GABRIEL RIVER

(to be attached before recording, if applicable)

EXHIBIT C – FORM OF DEED

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

SPECIAL WARRANTY DEED

This Special Warranty Deed ("**Deed**") is made as of _____, 20__ by West Williamson County Municipal Utility District No. 1, a Texas municipal utility district formed and operating under Chapters 49 and 54 of the Texas Water Code ("**Grantor**") and the City of Georgetown, Texas, a Texas home rule municipality ("**Grantee**").

For \$10.00 and other good and valuable consideration paid to Grantor by Grantee, the receipt of which is acknowledged, Grantor and Grantee agree as follows:

1. Conveyance of Warranty and Title. GRANTOR GRANTS, SELLS, and CONVEYS to Grantee, subject to only to the Permitted Exceptions (defined below), all of the real property more particularly described on **Exhibit A** to this Deed (the "**Real Property**"), together with all interest of Grantor in:

- Any easements, rights-of-way, and rights of ingress or egress that benefit the Real Property; and
- Any dedicated highway, avenue, street, or alley in, on, across, in front of, abutting, or adjoining the Real Property or any land lying in or under the bed of any of the foregoing; and
- Any strips or gores of land adjoining the Real Property and abutting properties, whether owned or claimed by deed, limitations, or otherwise, and whether or not located inside or outside the Real Property;

(collectively, the "**Property**") TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions (defined below) together with all and singular the rights and appurtenances thereto in anywise belonging, to Grantee, its successors and assigns, forever; and Grantor binds itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

EXHIBIT C – FORM OF DEED

2. Permitted Exceptions. The Real Property is conveyed free of all liens and encumbrances except those restrictions, easements, covenants, and encumbrances described on **Exhibit B** attached to this Deed, but only to the extent that the same are in existence as of the Effective Date and affect the Property (the “**Permitted Exceptions**”).

3. Taxes. Grantor agrees to pay all liens on the Real Property (if any) and agrees to pay all ad valorem taxes due on the Real Property for the year of the Effective Date and all prior years (if any).

EXECUTED as of the date first above-written (the “**Effective Date**”).

GRANTOR:

**WEST WILLIAMSON COUNTY
MUNICIPAL UTILITY DISTRICT NO. 1, a
political subdivision in Williamson County,
Texas**

By:_____

Name:_____

Title:_____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2020 by _____, President of the Board of Directors of the West Williamson County Municipal Utility District No. 1, a municipal utility district created and operating pursuant to Chapters 49 and 54 of the Texas Water Code, on behalf of the District.

By:_____

Notary Public in and for the State of Texas

(seal)

Exhibit D - Form of License Agreement for Crossing Exclusive City Easements

On the occurrence of an event allowing the City to revoke the license granted by this Agreement, the City shall send written notice to Licensee stating whether Licensee’s Improvements must be removed from or may remain in the Licensed Areas. If removal is required by the City or if Licensee elects to remove Licensee’s Improvements, Licensee shall have 180 days after the date of the City’s written notice to remove Licensee’s Improvements, which shall be at no cost to the City. If removal is not required by the City, the City’s notice shall include an estimate of additional costs attributable to accommodating the continued presence of Licensee’s Improvements in the Licensed Area, and Licensee shall pay to the City all actual costs related to same within 90 days after receipt of an invoice from the City. The City also has the right, but not the obligation, to enter the Licensed Areas and at Licensee's expense to remove any structure or improvements or alterations thereon upon the determination by the City that such removal is necessary for protecting persons or property or is in the public interest.

This Agreement shall run with the title to the Licensed Areas, and the terms and conditions hereof shall be binding upon subsequent owners or holders thereof. This Agreement shall be filed of record at Licensee’s cost in the Official Records of Williamson County, Texas, and Licensee shall cause any immediate successors in interest to have factual notice of this Agreement.

Made to be effective as of the _____ day of _____, 20__(the “EFFECTIVE DATE”).

THE CITY: City of Georgetown, Texas	LICENSEE: _____
By: _____ Name: _____ Title: City Planning Department Director	By: _____ Name: _____ Title: _____
Address for Notice: _____ _____ _____	Address for Notice: _____ _____ _____

APPROVED AS TO FORM:

_____, Assistant City Attorney

STATE OF TEXAS)	ACKNOWLEDGMENT
)	
COUNTY OF WILLIAMSON)	

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____ in his/her official capacity as Director of the Planning Department for the City of Georgetown, a Texas home-rule municipal corporation, on behalf of the City of Georgetown, Texas.

Notary Public, State of Texas

STATE OF _____)	ACKNOWLEDGMENT
)	
COUNTY OF _____)	

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____ in his/her official capacity as _____ of _____ on behalf of _____.

Notary Public, State of Texas

CITY OF
GEORGETOWN

EXHIBIT F
Form of Letter of Credit

Date: _____ Irrevocable Letter of Credit No. _____

Beneficiary:

City of Georgetown
Attn: Assistant City Manager
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

Oaks/Applicant Name and Address:

Amount: _____ (_____ U.S. DOLLARS)

Issuer Name and Address:

fax:

Expiration Date: _____, 20____, at 4:00 P.M. Central Standard Time.

At the request and account of Oaks at San Gabriel, L.L.C., a Texas limited liability company, ("Oaks/Applicant"), we hereby open in favor of the City of Georgetown, Texas ("City") our Irrevocable Letter of Credit for the sum or sums of \$_____ (_____ DOLLARS) ("Amount") available by your draft at sight drawn on _____ ("Issuer") purportedly signed by either the City Manager or Assistant City Manager of the City of Georgetown, Texas.

Said funds are guaranteed to cover the obligations of Oaks/Applicant under that certain "AMENDED AND RESTATED OFFSITE UTILITY CONSTRUCTION AND COST REIMBURSEMENT AGREEMENT" between Oaks/Applicant and Beneficiary dated _____ (the "Agreement") pertaining to the payment of the Capacity Payment. Capitalized terms that are not defined herein shall have the meanings set forth in the Agreement.

EXHIBIT F
Form of Letter of Credit

Funds under this Irrevocable Letter of Credit shall be made available by sight draft purportedly signed by the City Manager or the Assistant City Manager of the City of Georgetown upon receipt by Issuer of a statement by the City Manager or the Assistant City Manager stating that one or more of the following events have occurred: *[check applicable]*

- ☐ *[For Construction Letter of Credit only:* Oaks/Applicant has failed to pay or cause to be paid the positive difference between the Construction Contract Price and the sum of all Per Connection Amount payments received by the City on or before the Construction Price Due Date.*]*

- ☐ Oaks/Applicant has failed to pay or cause to be paid the Final Costs when due under the Agreement.

No further substantiation of the claim(s) shall be required.

[For Construction Letter of Credit only: Partial draws are allowed under the terms and conditions of the Agreement, but in no event shall the amount be reduced below 125% of the Engineer's Estimate of Probable Cost.*]*

[For Contingency Letter of Credit only: No partial draws are permitted.*]*

Upon receipt of one or more Draft(s) described above, Issuer shall disburse the funds to the City of Georgetown, Texas, City of Georgetown, ATTN: Assistant City Manager, 808 Martin Luther King Jr. St., Georgetown, Texas 78626, in the amount stated in the Draft. Such demand(s) will be honored if presented in person or by facsimile transmission on or before 4:00 o'clock pm Central Standard Time before the expiration date of this irrevocable letter of credit. If demand is presented before 10:00 a.m. Central Standard Time, funds must be received before 2:00 p.m. Central Standard Time the same day. If demand is presented after 10:00 a.m. Central Standard Time, funds must be received before 2:00 p.m. Central Standard Time the next business day. Funds may be received by wire transfer.

This Irrevocable Letter of Credit shall be governed by the laws of the State of Texas and venue for any disputes shall be in Williamson County, Texas.

EXHIBIT F
Form of Letter of Credit

Issuer shall provide written notification to the City of Georgetown, ATTN: Assistant City Manager, 808 Martin Luther King Jr. St., Georgetown, Texas 78626, at least forty-five (45) calendar days prior to the expiration of this Irrevocable Letter of Credit as advice of the pending expiration.

It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended without amendment for a period of one (1) year from the present or any future Expiration Date.

This Irrevocable Letter of Credit may only be reduced or released in accordance with the terms of the Agreement.

Issuer:

DATE:_____

STATE OF TEXAS
COUNTY OF WILLIAMSON

397.768 ACRES SITUATED IN THE
A.H PORTER SURVEY,
A-490 AND THE L DONAGAN
SURVEY, A-178 IN WILLIAMSON
COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 397.768 ACRE TRACT OF LAND SITUATED IN THE A. H. PORTER SURVEY, ABSTRACT NO. 490 AND THE LAAAC DONAGAN SURVEY, ABSTRACT NO. 178, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 70.00 ACRE TRACT CALLED TRACT ONE AND DESCRIBED AS EXHIBIT "A", BEING ALL OF THAT CERTAIN 40.00 ACRE TRACT CALLED TRACT TWO AND DESCRIBED AS EXHIBIT "B-1" AND THAT 0.50 ACRE TRACT ALSO CALLED TRACT TWO AND DESCRIBED AS EXHIBIT "B-2", BEING ALL OF THAT CERTAIN 244.525 ACRE TRACT OF LAND CALLED TRACT THREE, LESS AND EXCEPT 39.995 ACRES DESCRIBED AS EXHIBIT "D" AND BEING ALL OF THAT CERTAIN 35.93 ACRE TRACT OF LAND DESCRIBED AS EXHIBIT "C", ALL AS DESCRIBED IN THE DEED TO THE ROTHELL FAMILY LIMITED PARTNERSHIP, L.P., OF RECORD IN VOLUME 2527, PAGE 28 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE REMAINING 39.995 ACRE TRACT OF THAT CERTAIN 244.79 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO H. H. ROTHELL, JR. OF RECORD IN VOLUME 649, PAGE 604 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 397.768 ACRE TRACT, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod found for the northwest corner of that certain 1.67 acre tract of land as described in a deed to Edwin O. Brown, et ux, of record in Volume 936, Page 519 of the Deed Records of Williamson County, Texas, being also the northeast corner of said 40.00 acre Tract Two (Exhibit B-1), and being in the south line of said 244.525 acre Tract Three;

THENCE S 15°40'55" E, with the east line of said 1.67 acre Brown tract, the east line of said 40.00 acre Tract Two (Exhibit B-1) and the east line of the herein described tract, for a distance of 626.35 feet to a ½ inch iron rod found for the southwest corner of that certain 1.92 acre tract of land as described in a deed to Rebecca S. Colson of record in Document

ZWA-JOB NO.
FN07-003-01-Rev

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397.768 ACRE TRACT

No. 2000070887 of the Official Public Records of Williamson County, Texas, and being the northwest corner of said 0.50 acre Tract Two (Exhibit B-2);

THENCE N 74°27'32" E, with the south line of said 1.92 acre tract, the north line of said 0.50 acre Tract Two (Exhibit B-2) and continuing with the east line of the herein described tract, at a distance of 219.67 feet pass a ½ inch iron rod found, for a total distance of 244.67 to a calculated point for the northeast corner of said 0.50 acre Tract Two (Exhibit B-2), being also the southeast corner of said 1.92 acre tract and being in the center of a 50 foot wide Right-Of-Way and Easement of record in Volume 711, Page 507 of the Deed Records of Williamson County, Texas;

THENCE S 15°22'57" E, with the east line of said 0.50 acre Tract Two (Exhibit B-2), the center of said 50 foot wide Right-Of-Way and Easement, and the east line of the herein described tract, for a distance of 89.20 feet to a calculated point for the southeast corner of said 0.50 acre Tract Two (Exhibit B-2) and being the northeast corner of that certain 3.00 acre tract of land as described in a deed to Jeffery A. Maidlow of record in Volume 2125, Page 276 of the Deed Records of Williamson County, Texas;

THENCE S 74°27'32" W, with the south line of said 0.50 acre Tract Two (Exhibit B-2), the north line of said 3.00 acre Maidlow tract and continuing with the east line of the herein described tract, at a distance of 25.00 feet pass a ½ inch iron rod found, for a total distance of 244.20 feet to a ½ inch iron rod with cap stamped ZWA set for the southwest corner of said 0.50 acre Tract Two (Exhibit B-2), being also the northwest corner of said 3.00 acre Maidlow tract and being in the east line of said 40.00 acre Tract Two (Exhibit B-1);

THENCE S 15°40'55" E, with the east line of said 3.00 acre Maidlow tract, the east line of said 40.00 acre Tract Two (Exhibit B-1) and continuing with the east line of the herein described tract, for a distance of 2754.42 feet to a ½ inch iron rod with cap stamped ZWA set for the southeast corner of the herein described tract, being also the southeast corner of said 40.00 acre Tract Two (Exhibit B-1), being also the southwest corner of Lot 1, Chaparral Subdivision of record in Cabinet T, Slides 96-97 of the Plat Records of Williamson County, Texas, and being in the north line of State Highway 29, a 100 foot wide right-of-way;

THENCE N 82°26'58" W, with the south lines of said 40.00 acre Tract Two (Exhibit B-1), the south line of said 35.93 acre Exhibit C, the south line of said 39.995 acre remaining tract, the north line of said State Highway 29 right-of-way and the south line of the herein described tract, for a distance of 1829.20 feet to a ½ inch iron rod with cap stamped ZWA set for the southwest corner of the herein described tract, being also the southwest corner of said 39.995 acre remaining tract and being the southeast corner of Lot 2, Block B, Cimarron Hills Phase One Section Four P.U.D. of record in Cabinet U, Slide 39 of the Plat Records of Williamson County Texas;

THENCE with the west line of said 39.995 acre remaining tract, the east line of said Cimarron Hills Phase One Section Four P.U.D., with the east line of that certain 51.982

acre tract of land as described in a deed to Pivotal Cimarron Hills, L.P. of record in Document No. 2004099556 of the Official Public Records of Williamson County, Texas, with the east line of Cimarron Hills Phase One Section Three P.U.D. a subdivision of record in Cabinet U, Slide 93 of the Plat Records of Williamson County, Texas, the west line of Cimarron Hills Phase One Section Six, P.U.D. a subdivision of record in Cabinet U, Slide 195 of the Plat Records of Williamson County, Texas and the west line of the herein described tract, the following four (4) courses and distances;

- 1) N 22°01'49" W for a distance of 602.24 feet to a ½ inch iron rod found for an angle point,
- 2) N 21°03'41" W at a distance of 1501.60 pass a ½ inch iron rod found for the northwest corner of said 39.995 acre remaining tract and being the southwest corner of said 244.525 acre Tract Three, at a distance of 3488.80 feet pass a ½ inch iron rod found for the southeast corner of said Cimarron Hills Phase One Section Six P.U.D., and being the northeast corner of said Cimarron Hills Phase One Section Six P.U.D., for a total distance of 4476.39 feet to a ½ inch iron rod found for an angle point,
- 3) N 19°53'07" W for a distance of 167.09 feet to a ½ inch iron rod found for an angle point, and
- 4) N 10°57'29" W for a distance of 138.78 feet to a ½ inch iron rod found for the northwest corner of said 244.525 acre Tract Three;

THENCE with the north line of said 244.525 acre Tract Three, a south line of said Cimarron Hills Phase One Section Six P.U.D. and a north line of the herein described tract, the following six (6) courses and distances;

- 1) N 67°01'39" E for a distance of 101.08 feet to a nail found for an angle point,
- 2) N 67°26'32" E for a distance of 69.95 feet to a ½ inch iron rod with cap stamped ZWA set for an angle point,
- 3) N 63°07'53" E for a distance of 79.92 feet to a nail found for an angle point,
- 4) N 68°42'26" E for a distance of 603.40 feet to a ½ inch iron rod with cap stamped ZWA set for an angle point,
- 5) N 66°13'33" E for a distance of 87.20 feet to a nail found for an angle point, and
- 6) N 59°00'53" E for a distance of 161.62 feet to a ½ inch iron rod found for the southwest corner of said 70.00 acre Tract One (Exhibit A), being also the southeast corner of said Cimarron Hills Phase One Section Six P.U.D. and being an ell corner in the west line of the herein described tract;

THENCE with the east line of said Cimarron Hills Phase One Section Six P.U.D., the west line of said 70.00 acre Tract One (Exhibit A) and the west line of the herein described tract, the following two (2) courses and distances;

- 1) N 22°49'14" W for a distance of 198.56 feet to a ½ inch iron rod found for an angle point, and
- 2) N 43°54'54" W for a distance of 225.06 feet to a ½ inch iron rod found for an angle point;

THENCE continuing with the east line of said Cimarron Hills Phase One Section Six P.U.D., with the east line of that certain 62.36 acre tract of land as described in a deed to Pivotal Cimarron Hills L.P. of record in Document No. 2004042516 of the Official Public Records of Williamson County, Texas, with the east line of that certain 812.99 acre tract of land as described in a deed to Pivotal Cimarron Hills L.P. of record in Document No. 2004099550 of the Official Public Records of Williamson County, Texas, and continuing with the west line of said 70.00 acre Tract One (Exhibit A) and the west line of the herein described tract, the following four (4) courses and distances;

- 1) N 46°40'34" W for a distance of 200.51 feet to a ½ inch iron rod found for an angle point,
- 2) N 40°23'10" W for a distance of 94.15 feet to a ½ inch iron rod found for an angle point,
- 3) N 21°17'07" W for a distance of 1087.30 feet to a ½ inch iron with cap stamped ZWA set for an angle point, and
- 4) N 20°38'07" W for a distance of 37.44 feet to a 5/8 inch iron rod found for the northwest corner of said 70.00 acre Tract One (Exhibit A), being also the northwest corner of the herein described tract, and being the southwest corner of Lot 9, Block B, Cedar Hollow Crossing a subdivision of record in Cabinet J, Slides 338-353 of the Plat Records of Williamson County, Texas;

THENCE N 72°50'47" E, with the south line of said Lot 9, Block B, the south line of Trails End Estates, a subdivision of record in Cabinet Y, Slides 372-374 of the Plat Records of Williamson County, Texas, the south line of that certain 2.59 acre tract of land as described in a deed to Daniel Amon, et ux of record in Document No. 2002030853 of the Official Public Records of Williamson County, Texas, the north line of said 70.00 acre Tract One (Exhibit A) and the north line of the herein described tract, for a distance of 1711.87 feet to a ½ inch iron rod with cap stamped ZWA set in the east line of Cedar Hollow Road, a 50 foot wide easement;

THENCE N 70°36'47" E, with the south line of said 2.59 acre tract, the north line of said 70.00 acre Tract One (Exhibit A) and the north line of the herein described tract, for a

distance of 25.00 feet to a nail found for the northeast corner of said 70.00 acre Tract One (Exhibit A), being also the southeast corner of said 2.59 acre tract, being also the northeast corner of the herein described tract, being also in the west line of Lot 10, Block B of said Cedar Hollow Crossing and being in the centerline of said Cedar Hollow Road, said nail being in a curve to the right;

THENCE with the east line of said 70.00 acre Tract One (Exhibit A), the west line of said Lot 10, Block B, the centerline of said Cedar Hollow Road and the east line of the herein described tract, the following seven (7) courses and distances;

- 1) along said curve to the right, an arc distance of 78.97 feet, said curve having a radius of 232.59 feet, a central angle of $19^{\circ}27'16''$ and a chord bearing of $S\ 09^{\circ}41'11''\ E$ for a chord distance of 78.60 feet to a nail found at the end of said curve,
- 2) $S\ 00^{\circ}01'10''\ W$ for a distance of 115.93 feet to a nail found at the beginning of a curve to the left,
- 3) Along said curve to the left, an arc distance of 76.76 feet, said curve having a radius of 110.51 feet, a central angle of $39^{\circ}47'54''$ and a chord bearing of $S\ 19^{\circ}52'16''\ E$ for a chord distance of 75.23 feet to a nail found at the end of said curve,
- 4) $S\ 39^{\circ}46'07''\ E$ for a distance of 109.92 feet to a nail found at the beginning of a curve to the left,
- 5) Along said curve to the left, an arc distance of 110.73 feet, said curve having a radius of 188.76 feet, a central angle of $33^{\circ}36'38''$ and a chord bearing of $S\ 56^{\circ}36'09''\ E$ for a chord distance of 109.15 feet to a nail found at a point of reverse curve to the right,
- 6) Along said reverse curve to the right, an arc distance of 112.34 feet, said curve having a radius of 274.41 feet, a central angle of $23^{\circ}27'21''$ and a chord bearing of $S\ 61^{\circ}39'49''\ E$ for a chord distance of 111.56 feet to a nail found at a point of reverse curve to the left, and
- 7) Along said reverse curve to the left, an arc distance of 57.85 feet, said curve having a radius of 77.95 feet, a central angle of $42^{\circ}31'13''$ and a chord bearing of $S\ 70^{\circ}59'46''\ E$ for a chord distance of 56.53 feet to a nail found at the end of said curve, being also the most easterly northeast corner of said 70.00 acre Tract One (Exhibit A), and being the northwest corner of Lot 29, Block B of said Cedar Hollow Crossing;

THENCE $S\ 01^{\circ}24'46''\ E$, with the east line of said 70.00 acre Tract One (Exhibit A), the west line of said Lot 29, Block B and the east line of the herein described tract, for a

distance of 25.00 feet to a ½ inch iron rod with cap stamped ZWA set in the south line of said Cedar Hollow Road;

THENCE S 11°26'46" E, with the east line of said 70.00 acre Tract One (Exhibit A), the west line of Lots 29 and 7, Block B of said Cedar Hollow Crossing and the east line of the herein described tract, for a distance of 1170.67 feet to a 5/8 inch iron rod found for the southeast corner of said 70.00 acre Tract One (Exhibit A), being also the southwest corner of said Lot 7, Block B and being in the north line of said 244.525 acre Tract Three;

THENCE with the south line of said Lot 7, Block B, the north line of said 244.525 acre Tract Three and the east line of the herein described tract, the following two (2) courses and distances;

- 1) N 70°13'28" E for a distance of 173.94 feet to a ½ inch iron rod with cap stamped ZWA set for an angle point, and
- 2) N 70°25'03" E for a distance of 373.21 feet to a ½ inch iron rod with cap stamped ZWA set for the northeast corner of said 244.525 acre Tract Three, and being an ell corner in the east line of the herein described tract;

THENCE with the east line of said 244.525 acre Tract Three, the west line of said Cedar Hollow Crossing and the east line of the herein described tract, the following six (6) courses and distances;

- 1) S 20°57'45" E for a distance of 572.83 feet to a nail found for an angle point,
- 2) S 20°22'49" E for a distance of 153.36 feet to a ½ inch iron rod with cap stamped ZWA set for an angle point,
- 3) S 21°44'32" E for a distance of 825.37 feet to a ½ inch iron rod with cap stamped ZWA set for an angle point,
- 4) S 20°40'36" E for a distance of 726.74 feet to a nail found for an angle point,
- 5) S 21°11'00" E for a distance of 311.90 feet to a ½ inch iron rod found for an angle point, and
- 6) S 21°09'53" E for a distance of 178.63 feet to a ½ inch iron rod found for the southeast corner of said 244.525 acre Tract Three, being also in the west line of Lot 10, Block A of said Cedar Hollow Crossing, being also the northeast corner of that certain 12.92 acre tract of land as described in a deed to Mark Witcher et ux of record in Document No. 9858525 of the Official Public Records of Williamson County, Texas and being the most easterly southeast corner of the herein described tract;

THENCE S 68°57'37" W, with the south line of said 244.525 acre Tract Three, the north line of said 12.92 acre tract, the north line of that certain 40.00 acre tract of land as described in a deed to Middle Gabriel Business Park, Ltd. of record in Document No. 2006044648 of the Official Public Records of Williamson County, Texas, the north line of that certain 1.29 acre tract of land as described in a deed to Toshi Sugita Buncich of record in Document No. 2001034665 of the Official Public Records of Williamson County, Texas and the east line of the herein described tract, for a distance of 1206.11 feet to the POINT OF BEGINNING and containing 397.768 acre of land.

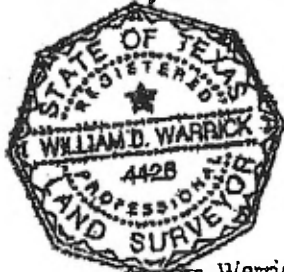
BEARING BASIS

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, William D. Warrick, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during February, 2007 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 8th day of March, 2007, A.D.



Zandra-Warrick and Associates, L.L.C.
4412 Spicewood Springs Road, Suite 111
Austin, Texas 78759

William D. Warrick

William D. Warrick
Registered Professional Land Surveyor
No. 4426 - State of Texas

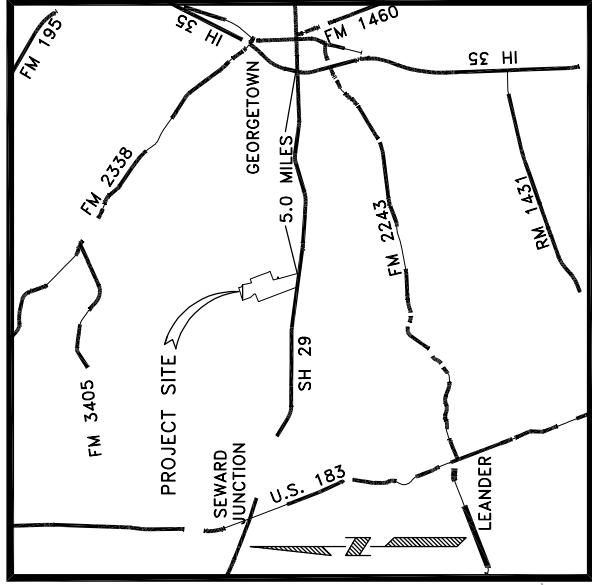
REFERENCES

ZWA DRAWING NO. 07-003-01.dwg

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397.768 ACRE TRACT



LOCATION MAP
(NOT TO SCALE)

PLATTED/CONSTRUCTED			
Phase	SFR Lots	Common Area Lots	
1A	0	1	
1B	79	4	
2	62	0	
3	20	0	
4	0	1	
5	85	3	
7	52	1	
8	70	3	
9	65	2	
10	80	2	
14	79	1	
15	85	2	
16	4	0	
TOTAL	681	20	
FUTURE			
6	63	1	
11	57	TBD	
12	40	TBD	
13	103	TBD	
TOTAL	263	TBD	
PROJECT TOTAL			
TOTAL	944	21+	

OAKS AT SAN GABRIEL PRELIMINARY LOT LAYOUT

"EXHIBIT H"

BGE, Inc.
101 W. LOUIS HENNA BLVD, SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046



CIMARRON HILL WWTP EXPANSION 0.24MGD TO 0.46MGD (Additional 0.22MGD Train)

ITEM DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
BASE BID ITEMS				
1. CHAIN LINK FENCE INCLUDING DEMOLITION AND REUSE OF EXISTING FENCE, GATES AND ALL APPURTENANCES, COMPLETE IN PLACE	LF	250	\$30.00	\$7,500.00
2. YARD PIPING, INCLUDING BUT NOT LIMITED TO PROPOSED PROCESS PIPING AND MODIFICATIONS TO EXISTING PIPING WITH TRENCH SAFETY AND ALL REQUIRED APPURTENANCES AS SHOWN ON PLANS, COMPLETE IN PLACE	LS	1	\$77,000.00	\$77,000.00
3. PROPOSED EQUALIZATION BASIN	LS	1	\$125,000.00	\$125,000.00
4. LIFT STATION AND PUMP UPGRADE, PUMP ASSEMBLY UPGRADE	EA	3	\$55,000.00	\$165,000.00
5. PROPOSED FINE SCREEN ROTARY DRUM HEADWORKS AND ELEVATED HEADWORKS STRUCTURE WITH FLOW SPLIT	LS	1	\$425,000.00	\$425,000.00
6. PROPOSED WWTP STRUCTURE, INCLUDING WWTP BASINS AND EFFLUENT FILTER PUMP STATION, COMPLETE IN PLACE	LS	1	\$675,000.00	\$675,000.00
7. AERATION EQUIPMENT INCLUDING AIR MAINS, DIFFUSERS AND ALL APPURTENANCES, COMPLETE IN PLACE	LS	1	\$75,000.00	\$75,000.00
8. PROPOSED CENTRIFUGAL BLOWER (RATED AT 1,500 SCFM AND 6.8 PSI), INCLUDING PROPOSED PIPING, AIR INLET, INSTALLATION AND ALL MAINTENANCE, COMPLETE IN PLACE	EA	2	\$40,000.00	\$80,000.00
9. PROPOSED CLARIFIER EQUIPMENT INCLUDING BUT NOT LIMITED TO CLARIFIER MECHANISM, TROUGH, BAFFLES CLARIFIER BRIDGE, GATES, PIPING, AND ALL APPURTENANCES, COMPLETE IN PLACE	LS	1	\$135,000.00	\$135,000.00
10. BAFFLE UPGRADE IN EXISTING CHLORINE CONTACT BASIN	LS	1	\$15,000.00	\$15,000.00
11. CHLORINE CONTACT BASIN FRP BAFFLES AND EQUIPMENT INCLUDING ALL APPURTENANCES, COMPLETE IN PLACE	LS	1	\$7,500.00	\$7,500.00
12. ADDITIONAL CHLORINATION (SODIUM HYPOCHLORITE EXPANSION) EQUIPMENT ON EXTERIOR PAD AND IN EXISTING BUILDING WITH ALL APPURTENANCES, COMPLETE IN PLACE	LS	1	\$26,000.00	\$26,000.00
13. INSTALLATION OF NON-POTABLE WATER PUMPS, INCLUDING NEW PIPING AND ALL APPURTENANCES, COMPLETE IN PLACE	LS	1	\$53,000.00	\$53,000.00
14. MECHANICAL EQUIPMENT NECESSARY FOR A COMPLETE OPERATING SYSTEM NOT INCLUDED IN ANY OTHER BID ITEM INCLUDING BUT NOT LIMITED TO SPLITTER BOX MODIFICATIONS, STAIRS, WALKWAYS AND GRATING, GATES, AIFLIFTS, LEAN PIPES, PIPING AND ALL APPURTENANCES, COMPLETE IN PLACE	LS	1	\$20,000.00	\$20,000.00
15. PROVIDE AND INSTALL ELECTRICAL AND CONTROL EQUIPMENT AS SHOWN ON THE PLANS, INCLUDING BUT NOT LIMITED TO MAIN SERVICE BREAKERS, RECEPTACLES AND LIGHTING WITH PHOTO CONTROL, EQUIPMENT CONTROL PANELS WITH STARTERS AND CONTROLS, PFCC'S, CONDUIT & WIRE AND MOTOR FEEDERS, SURGE PROTECTOR, FEEDERS BETWEEN GENERATOR AND ATS, INSTRUMENTS WITH ELECTRICAL SERVICE AND CONTROLS, OUTLETS, CONNECTION OF ALL NEW WWTP MOTORS AND SIGNALS TO EXISTING AUTODIALER, AND ALL REQUIRED APPURTENANCES FOR A COMPLETE OPERATING SYSTEM, COMPLETE IN PLACE	LS	1	\$122,000.00	\$122,000.00
16. DESIEL BACK-UP GENERATOR ON ELEVATED PLATFORM			\$100,000	\$100,000
17. CONCRETE PAD WITH COVER	LS	1	\$35,000	\$35,000
18. CLOTH MEDIA DISK FILTER AND EFFLUENT PUMP STATION PUMPS	LS	1	\$350,000	\$350,000
WWTP EXPANSION SUBTOTAL				\$2,493,000
<u>75 AC-FT EFFLUENT HOLDING POND</u>				
19. ACCESS ROAD	LF	1700	\$29	\$34,000
20. CUT	CY	47058	\$4	\$199,996
21. FILL	CY	42912	\$4	\$171,648
22. LINER	SY	31200	\$5	\$171,648
23. ESC	LS	1	\$30,000	\$30,000
24. PUMPS w/ ELCTRICAL	LS	1	\$265,000	\$30,000
25. FORCE MAIN	LF	700	\$50	\$35,000
26. IRRIGATION LINE	LF	700	\$36	\$25,000
HOLDING POND SUBTOTAL				\$697,292
WWTP EXPANSION AND HOLDING POND				\$3,190,292
CONTINGENCY - (10%)				\$319,029
CONSTRUCTION TOTAL				<u>\$3,509,321</u>