

Notice of Meeting of the Governing Body of the City of Georgetown, Texas May 26, 2020

The Georgetown City Council will meet on May 26, 2020 at 6:00 PM at

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

REVISED AGENDA

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

Please click this URL to join:

[https://georgetowntx.zoom.us/j/99908114226?](https://georgetowntx.zoom.us/j/99908114226?pwd=RmQ0NHg5Tm5kWERnRkpGaFY0ZCtCdZ09)

[pwd=RmQ0NHg5Tm5kWERnRkpGaFY0ZCtCdZ09](https://georgetowntx.zoom.us/j/99908114226?pwd=RmQ0NHg5Tm5kWERnRkpGaFY0ZCtCdZ09)

Password: 148576

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 (346)248-7799 or +1 (253)215-8782 or +1 (669)900-6833 or +1 (301)715-8592 or +1 (312)626-6799 or +1 (929)205-6099

Webinar ID: 999 0811 4226

Password: 148576

International

numbers

available:

[https://georgetowntx.zoom.us/j/99908114226?](https://georgetowntx.zoom.us/j/99908114226?pwd=RmQ0NHg5Tm5kWERnRkpGaFY0ZCtCdZ09)

Citizen comments are accepted in three different formats.

- **Submit the following form by 5:45 p.m. on the date of the meeting and the City Secretary will read your comments into the recording during the item that is being discussed – <https://records.georgetown.org/Forms/AddressCouncil>**
- **You may log onto the meeting, at the link above, and “raise your hand” during the item. To Join a Zoom Meeting, click on the link and join as an attendee. You will be asked to enter your name and email address – this is so we can identify you when you are called upon. At**

the bottom of the webpage of the Zoom Meeting, there is an option to **Raise your Hand**. To speak on an item, simply click on that option once the item you wish to speak on has opened. When you are called upon by the Mayor, your device will be remotely unmuted by the Administrator and you can speak for three minutes. Please state your name clearly upon being allowed to speak. When your time is over, your device will be muted again.

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

Use of profanity, threatening language, slanderous remarks or threats of harm are not allowed and will result in you being immediately removed from the meeting.

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

Regular Session

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

A Call to Order

Invocation

Pledge of Allegiance

Comments from the Mayor

City Council Regional Board Reports

Announcements

Action from Executive Session

Statutory Consent Agenda

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

- B Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on Tuesday, May 12, 2020 -- Robyn Densmore, City Secretary
- C Consideration and possible action to approve the City’s **Quarterly Financial Report**, which includes the Investment Reports for the City of Georgetown, Georgetown Transportation Enhancement Corporation (**GTEC**), and the Georgetown Economic Development Corporation (**GEDCO**) for the **quarter ending March 31, 2020** -- Paul Diaz, Budget Manager
- D Consideration and possible action authorizing the application of the Coronavirus Aid, Relief, and

- Economic Security (**CARES**) Act funding of **\$157,000.00** through U.S. Federal Aviation Agency and Texas Department of Transportation for eligible purposes at the airport -- Leigh Wallace, Finance Director
- E Consideration and possible action to **renew a space sharing agreement** between the Georgetown Police Department and the **Office of the Attorney General, Law Enforcement Division** -- Wayne Nero, Chief of Police
 - F Consideration and possible action to approve a Resolution **denying Oncor Electric Delivery Company LLC's application for approval to amend its distribution cost recovery factor to increase distribution rates** within the City of Georgetown -- Bridget Hinze Weber, Assistant to the City Manager
 - G Consideration and possible action to approve a **vendor agreement with Opportunities for Williamson & Burnet Counties (OWBC) to provide qualification of customer applications** based on the **criteria established in the Covid-19 Customer Utility Bill Assistance Program** -- Leticia Zavala Jones, Customer Care Director
 - H Consideration and possible action to approve a Resolution granting a **license** for the **encroachment of an awning in the right of way of South Main Street immediately adjacent to 805 South Main Street, L.L.C.** and to authorize the Director of Planning to execute all necessary documents -- Odalis C. Suarez, Real Estate Services Coordinator
 - I Consideration and possible action to approve a Resolution granting a **license to encroach** for the **placement of landscaping improvements and irrigation in multiple rights of way within Phase 3, Section 1 of the Wolf Ranch Subdivision;** and to authorize the Director of Planning to execute that license -- Travis Baird, Real Estate Services Manager

Legislative Regular Agenda

- J **Public Hearing and First Reading** of an Ordinance for a **Zoning Map Amendment to rezone** an approximately **28.139-acre** tract of land out of the David Wright Survey, Abstract No. 13, **from the Agricultural (AG) district to the Industrial (IN) district**, for the property generally located at **3033 Airport Road** -- Sofia Nelson, CNU-A, Planning Director
- K **First and Final Reading** of an Ordinance authorizing the **issuance** of City of Georgetown, Texas **Utility System Revenue Refunding Bonds**; Pledging Certain Revenues in Support of the Bonds; approving a Paying Agent/Registrar Agreement, a Purchase Agreement and an Escrow Agreement; Establishing Procedures for Selling and Delivering the Bonds; and authorizing other matters relating to the Bonds -- Leigh Wallace, Finance Director
- L Consideration and possible action to **approve a Municipal Services Agreement with Shell HWY 195, LLC**, for the **provision of municipal services** to an approximately **2.213-acre** tract of land out of the W. Roberts Survey No 4, Abstract 524, and a **0.939 acre** tract of land, out of the W. Roberts Survey No. 4, Abstract 524, a right-of-way of varying width described to Williamson County, Texas, generally located at the **southwest corner of Shell Road and SH 195** -- Sofia Nelson, CNU-A, Planning Director
- M Consideration and possible action to approve **Task Order No. CLA-20-001 for Professional Services** utilizing the **MSA No. 19-0013-MSA with Covey Landscape Architecture** in Georgetown, Texas in the amount of **\$55,760.00** for the **Georgetown City Center, Site Design and Phase 1 Design** -- Eric Johnson, Facilities Director
- N Consideration and possible action to approve a Resolution **ratifying a revised meet and confer agreement** with the **Georgetown Professional Association of Fire Fighters** -- Tadd Phillips, Human Resources Director
- O **Second Reading** of an Ordinance on a request for a **Zoning Map Amendment to rezone 1.816 acres** (81,103 square feet) of land being all of Lot 1, Block B, Sierra Vista, Section 4A Subdivision, **from the General Commercial (C-3) district to the Low-Density Multi-Family (MF-1) district**, for the property generally located at **901 Rockmoor Drive** -- Sofia Nelson, CNU-A, Planning Director
- P **Second Reading** of an Ordinance **amending Chapter 13.04** of the Code of Ordinances, Article I related to **electric rates; adding section 13.04.050 related to 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

- Q **Second Reading** of an Ordinance **amending Section 10.12.020** of the Code of Ordinances
related to the **rate of speed on State Highway 29/University Avenue --** Ray Miller, Public
Works Director

Public Wishing to Address Council

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

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

R 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.

- S **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
 - Retention of McGinnis Lockridge as Outside Counsel
- Sec. 551.086: Certain Public Power Utilities: Competitive Matters**
- Purchase Power Update
 - Substation CIP
- Sec. 551.074: Personnel Matters**
- City Attorney Recruitment

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
May 26, 2020

SUBJECT:

Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on Tuesday, May 12, 2020 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Robyn Densmore, City Secretary

ATTACHMENTS:

CC Reg Minutes 05.12.2020

CC Workshop Minutes 05.12.2020

**Notice of a Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, May 12, 2020**

The Georgetown City Council will meet on Tuesday, May 12, 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 6:00 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 present Council Members attended via videoconferencing and a roll call was performed.

Regular Session

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

A. Call to Order

Invocation

Pledge of Allegiance

Comments from the Mayor

APPA Safety Award

City Council Regional Board Reports

Announcements

Preservation Month Webinars

Thunderbird Fly Over Tomorrow (05/13)

Action from Executive Session

Motion by Nicholson to authorize the Mayor to execute a release agreement on behalf of the City of Georgetown with Akoloutheo LLC as discussed in Executive Session, second by Gonzalez.

Roll Call Vote:

Calixtro – Yes

Nicholson – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 7-0.

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 Special Meetings held on March 19, 2020 and April 3, 2020 and Workshop and Regular Meetings held on April 28, 2020 -- Robyn Densmore, City Secretary
- C. Consideration and possible action to **appoint members** to the City of Georgetown **Electric Utility Board** and **appoint** a member to serve as the **chair** -- Mayor Dale Ross
- D. Consideration and possible action to **appoint members** to the City of Georgetown **Water Utility Board** and **appoint** a member to serve as the **chair** -- Mayor Dale Ross
- E. Consideration and possible action to **appoint City Council Members** to the City of Georgetown **Electric Utility Board** and **Water Utility Board** -- Mayor Dale Ross
- F. Consideration and possible action to approve a Resolution **terminating certain multiple use agreements** between the City of Georgetown and **TxDOT** and authorizing the Mayor to execute the terminations -- Ray Miller, Director of Public Works
- G. Consideration and possible action to consider a **request** from **A Gift of Time Adult Day Care** to **utilize remaining FY 2017-18 Strategic Partnerships for Community Services (SPCS) Grant funds** in the amount of **\$14,854.03** for **operating expenses** -- David Morgan, City Manager and Shirley Rinn, Executive Assistant to the City Manager

- H. Consideration and possible action to approve a **construction contract no. 20-0017-CIP** with **Choice Builders, LLC** of Temple, TX for completion of **landscape and amenity improvements** related to the Georgetown Village Public Improvement District (**GVPID**) in the amount of **\$563,830.50** -- Eric Nuner, Assistant Parks and Recreation Director
- I. Consideration and possible action to approve a **Master Service Agreement no. 20-0040-MSA** for **professional engineering services** with **TOP Engineers Plus** of Adkins, Texas -- Chris Bryce, Director of Information Technology
- J. Consideration and possible action to approve an award of **Blanket Term Contract 20-0038-SC** with **Aramark Uniform Services**, a division of Aramark Uniform & Career Apparel, LLC to provide **rental, laundering and delivery of uniforms, linens and mats** through the **BuyBoard Contract #587-19** in an amount not to exceed **\$80,000.00** -- Leah Neal, Purchasing Manager
- K. Consideration and possible action to approve a Resolution granting a **license** for the **encroachment of multiple awnings** into the **right of way** of **East 7th St.** to **Alford, Aleman Properties, LLC**; and to authorize the Director of Planning to execute all necessary documents -- Travis Baird, Real Estate Services Manager
- L. Consideration and possible action to approve a Resolution authorizing the Mayor to execute an Agreement for a Local On-System Improvement (**LOSI**) **Project** with the Texas Department of Transportation (**TxDOT**) for **signal and roadway improvements** on **SH29 at Wolf Crossing** -- Wesley Wright, PE, Systems Engineering Director
- M. Consideration and possible action to approve a Resolution authorizing the Mayor to execute an Agreement for a Local On-System Improvement (**LOSI**) **Project** with the Texas Department of Transportation (**TxDOT**) for **intersection improvements** on **SH29 from the north bound IH35 Frontage Road to Scenic Drive** -- Wesley Wright, PE, Systems Engineering Director
- N. Consideration and possible action to approve an award of a **contract** to **Bruce Flanigan Construction, Inc.** for the **construction** of the **Parkside and Rabbit Hill Water Line Improvements** in the amount of **\$295,295.00** -- Wesley Wright, P.E., Systems Engineering Director, and Michael Hallmark, CIP Manager

Jonrowe asked to Items C and D to the Legislative Agenda.

Motion by Pitts to approve the Consent Agenda with the exception of Item C and D as presented, second by Nicholson.

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

Approved 7-0.

Legislative Regular Agenda

- C. Consideration and possible action to **appoint members** to the City of Georgetown **Electric Utility Board** and **appoint** a member to serve as the **chair** -- Mayor Dale Ross

Jonrowe asked if staff knows where the meetings for both boards will be held. David Morgan, City Manager, responded that the meetings are traditionally held at GMC, but can be moved. Jonrowe stated that with the Electric Board's history staff should consider doing a setup like HARC or P&Z for more public availability and possibly record with video. Mayor Ross responded that should be no problem with that as soon as Council Chambers can be used.

Pitts asked how many applicants. Morgan responded that he doesn't have the numbers available. Mayor Ross noted that it was not a long list, but a hard decision based on the credentials for all applicants. He added that there were many qualified applicants. Morgan stated that the Electric Board had approximately 15 applicants. Pitts stated that the resumes for applicants were impressive.

Motion by Jonrowe, second by Nicholson

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

Approved 7-0.

- D. Consideration and possible action to **appoint members** to the City of Georgetown **Water Utility Board** and **appoint** a member to serve as the **chair** -- Mayor Dale Ross

Motion by Jonrowe, second by Nicholson.

Roll Call

Roll Call Vote

Calixtro – Yes

Nicholson – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 7-0.

- O. Consideration and possible action to approve a **Municipal Services Agreement** with **Charles J. Johnson** and **Janice Lynn Dees** for the provision of municipal services to an approximately **22.27-acre** tract of land out of the Barney C. Low Survey, Abstract No. 385 and a **1.99-acre portion** of **Westinghouse Road**, a right-of-way of varying width described to the City of Georgetown, Texas, generally located at **1100** and **1200 Westinghouse Road**, upon **annexation** -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and reviewed the Location Map, Future Land Use/Overall Transportation Plan Map, Zoning Map, Annexation Process, and tentative schedule which includes: a Municipal Services Agreement on the May 12th Council agenda; Planning & Zoning Public Hearing for initial zoning designation only on May 19th; Public Hearing and First Reading of the Ordinance held at City Council Meeting on June 9th; Second Reading of the Ordinance at City Council Meeting on June 23rd.

Nelson read the caption.

Motion by Jonrowe, second by Gonzalez.

Roll Call Vote

Calixtro – Yes

Nicholson – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes
Gonzalez – Yes

Approved 7-0.

- P. **Public Hearing and First Reading** of an Ordinance on a request for a **Zoning Map Amendment to rezone 1.816 acres** (81,103 square feet) of land being all of Lot 1, Block B, Sierra Vista, Section 4A Subdivision, **from the General Commercial (C-3) district to the Low-Density Multi-Family (MF-1) district**, for the property generally located at **901 Rockmoor Drive** -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and reviewed the Location Map, Aerial Map, Future Land Use/Overall Transportation Plan Map, and Zoning Map. She then provided an explanation of the Regional Centers (RC) Future Land Use designation and Low Density Multi-Family (MF-1). Nelson noted that based on the Approval Criteria for UDC Section 3.06.030, staff determined that the application complies with all criteria. She noted that the Planning and Zoning Commission at their April 21, 2020 meeting recommended approval by a vote of 7-0.

Nelson read the caption.

Motion by Jonrowe, second by Nicholson.

Gonzalez noted that the area has a lot of multi-family and noted that the area could benefit from commercial development and that he would not be supporting this item.

Calixtro asked about the protest received. Nelson responded that staff received two responses, one in favor and one against. Calixtro asked if the citizens that are against the rezoning have any type of recourse. Nelson noted that the responses are mailed and if the sender provides any contact information staff will reach out. She added that all responses are included in Council agenda packets.

Roll Call Vote
Calixtro – Yes
Nicholson – Yes
Triggs – Yes
Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – No

Approved 6-1 (Gonzalez against).

- Q. **First Reading** of an Ordinance **amending Section 10.12.020** of the Code of Ordinances related to the **rate of speed** on **State Highway 29/University Avenue** -- Ray Miller, Public Works Director

Miller presented the item and reviewed the proposed speed changes along SH-29/University and noted that the speed limits are being recommended by TxDOT after a recent speed study along the SH-29 / University corridor. He added that the speed study was conducted because it had been over 10 years since the last speed study was conducted in 2008. Miller reviewed the changes in segments and what the suggested speed limits were for each segment. He then reviewed the traffic counts for SH-29 / University which were:

Location	2008	2010	2014	2018**
West of DB Woods	16,000	15,300	16,000	23,600
East of DB Woods	18,400	23,000	23,500	33,000
East of IH-35	23,000	22,000	21,200	23,100
West of Austin Avenue	16,900	16,100	16,000	17,400
East of Austin Avenue	15,500	14,900	13,900	16,200
East of Maple	12,300	14,400	13,100	15,400
East of Southwestern	11,000	12,000	11,700	13,400
East of SH-130	7,600	6,000	6,100	7,200

** TxDOT District Traffic Counts are published typically a 1-2 years after the counts are taken.

Miller then provided a summary of the changes and noted that if the City is in disagreement with the proposed speeds, the MUTCD does offer some reasonable methods to come to an agreement. He then reviewed the next steps which include after City Council action on the proposed Ordinance TxDOT will begin the process to change out the impacted signs and should be done installed in a couple of weeks after action and there are no remaining requirements for the City.

Miller read the caption.

Motion by Jonrowe, second by Gonzalez.

Jonrowe asked if ten years is the minimum or can the City appeal to TxDot to have a speed study done sooner. Miller responded that the City can ask to have a speed study done at any time. Jonrowe asked if TxDot had done a speed analysis in the past. Miller responded that this is the first one they've done in the last ten years. Jonrowe asked if the City has asked

before. Miller responded that he was not sure. Jonrowe stated that she thinks the speed limits are appropriate adjustments.

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

Approved 7-0.

- R. **First Reading** of an Ordinance **amending Chapter 13.04** of the Code of Ordinances, Article I related to **electric rates; adding section 13.04.050** related to **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

Zavala presented the item and noted that it is the First Reading of the Electric rate ordinance with two modifications to the rate ordinance. She stated that the modifications add an Electric Vehicle (EV) Fast Charger Rate to allow for EV charging infrastructure within the City's electric territory and expands the "Uses" of the Conservation fee program to include bill assistance, allowing for funding of bill assistance related to COVID-19 impacts.

Zavala read the caption.

Motion by Jonrowe, second by Gonzalez.

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

Approved 7-0.

- S. **Second 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

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

Nelson read the caption.

Motion by Fought, second by Pitts.

Roll Call Vote

Calixtro – Yes

Nicholson – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 7-0.

- T. **Second Reading** of an Ordinance 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

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

Nelson read the caption.

Motion by Fought, second by Triggs.

Roll Call Vote

Calixtro – Yes

Nicholson – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 7-0.

Public Wishing to Address Council

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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.

- U. Anthony Teneglia submitted comments regarding the Preserve at Water Oak zoning change. His comments will be read aloud at the meeting by the City Secretary.

Mr. Teneglia submitted comments noting that he was a resident of Water Oaks at San Gabriel and that he opposed a zoning change for the recent Preserve at Water Oak (2020-2-ANX) development proposal and prefers a PUD to include consideration of several factors, including a disposition to NOT extend Cross Mountain Trail northern egress out of the development which would create uninvited secondary thoroughfare traffic through the development.

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.

V. 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
- HIPAA Matter

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchase Power Update

Sec. 551.072: Deliberations about Real Property

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

Adjournment

Motion by Fought, second by Nicholson.

Adjourned at 6:38 p.m.

Roll Call Vote

Calixtro – Yes

Nicholson – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 7-0

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

**Notice of Meeting of the
Governing Body of the
City of Georgetown, Texas
Tuesday, May 12, 2020**

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Mayor Ross called the meeting to order at 2:00 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.

Tommy Gonzalez, District 7 joined the meeting at 3:02 p.m. during Item B. Valerie Nicholson, District 2 joined the meeting at 3:24 p.m. during Item C.

Policy Development/Review Workshop – Call to order at 2:00 PM

- A. Presentation and discussion regarding the financial impacts of COVID-19 and the City of Georgetown's fiscal policies, budget contingency plan, revenue trends and expense reductions -- Leigh Wallace, Finance Director

Wallace presented the item and reviewed the COVID revenue received noting that staff continue to monitor County, State and Federal opportunities for expense reimbursement and develop strategy for applications. She stated that the CARES Act Funding from US Department of Health and Human Services has provided funds for EMS to offset transport revenue lost or to cover expenses related to COVID in an amount of \$76,000 received in General Fund that was accepted by Council April 28, 2020. Wallace reviewed COVID Emergency related expenses that include: supplies, equipment, and services that have cost to date (citywide, unaudited) \$244,000 for grants to small businesses, medical and protective supplies, cleaning and sanitizing services and equipment, communications to public, and daycare for children of employees; personnel in the matter of value of time (citywide, unaudited) totaling \$370,000 paid out of existing salary budgets and covering emergency operations planning, emergency operations response, and grant management; and a total COVID cost/value to date (unaudited) of \$614,000 and staff will continue reconciliation and

documentation to prepare for grant applications with an estimated reimbursable amount of \$350,000 citywide and estimated \$130,000 reimbursable to the General Fund. She then provided the revenue and expense outlook updates while noting that the pandemic is a dynamic situation and estimates and action plans may change as the situation evolves. Wallace reviewed revenue impacts starting with Sales Taxes noting that they are the most volatile revenue source, data lags by two months and staff won't see April numbers until June, and they are the largest revenue source in General and other funds for a total of \$31.7 million of the budget citywide. She added that Citywide actuals for 6 months of the fiscal year, October through March, provided a very strong starting position before the growth trend slowing in March. Wallace then provided the following and explained the following figures:

Year to Year Comparison		
	Current Year Total	16,232,540
	Prior Year Total	14,316,013
	Net Difference	1,916,527
	% Change	13.387%
Month to Month Comparison		
	Current Month	2,739,362
	Prior FY Month	2,690,682
	Net Difference	48,680
	% Change	1.81%

She then explained the initial model scenario where an early estimate shows a 1% decrease in March, an 8% decrease in April, May and June; and a 7-10% decrease July, August, and September. Wallace noted that these estimates are based on data from prior economic downturns and the model indicates a loss of \$750,000 Citywide in FY2020. She noted that staff will use more scenarios that reflect pandemic context and additional model scenarios considering: retail and food sectors make up a little over 50% of total sales tax receipts; within the retail sector, building materials, general stores, and food stores make up the majority of receipts; and while many businesses are reduced service or closed, general stores like big box grocers that provide household goods are probably up. Wallace then provided a table showing all sectors percent of total receipts:

Sector	Distribution	Total Amount
Retail Trade	46.43%	46.43%
Food	10.15%	56.58%
Manufacturing	10.10%	66.68%
Information	8.81%	75.49%
Professional, Scientific, and Technical Services	6.09%	81.58%
Wholesale Trade	4.57%	86.15%
Other Services	2.82%	88.97%
Construction	2.26%	91.23%
Administrative and Support	1.62%	92.84%
Utilities	1.22%	94.06%
Real Estate and Rental and Leasing	1.20%	95.26%
Management of Companies and Enterprises	1.07%	96.33%
Mining	0.72%	97.05%
Other	0.71%	97.75%
Finance and Insurance	0.66%	98.41%
Health Care	0.57%	98.98%
Arts, Entertainment, & Recreation	0.49%	99.48%
Transportation & Warehousing	0.46%	99.93%
Educational	0.05%	99.98%
Public Administration	0.01%	99.99%
Agriculture	0.01%	100.00%

Wallace reviewed a table showing retail subsectors percent of total retail:

Retail - Segments	% of Segment
Building Material	23.51%
General Merchandise Stores	19.59%
Food and Beverage Stores	10.03%
Nonstore Retailers	9.62%
Motor Vehicle and Parts Dealers	7.47%
Clothing and Clothing Accessories Stores	5.66%
Miscellaneous Store Retailers	5.34%
Sporting Goods, Hobby, Musical Instrument	4.75%
Electronics and Appliance Stores	4.39%
Furniture Stores	3.68%
Gasoline Stations	3.15%
Health and Personal Care Stores	2.80%
	100.00%

Wallace reviewed visits data from Retail Coach which provides data on store traffic visits for March 2020 compared to March 2019 and it noted that grocers were up 10%, fast food was down 40%, sit-down style restaurants was down 53%; and apparel was down 30%. She explained the Sales Taxes Alternate Projections that used the four year-end model pre-COVID trend estimates of performance and adjusted remaining months of the year noting that the projections discounted all sectors across the board by 10% and 25% and the projections discounted only retail and food sectors by 10% through 50%. She then provided the following Sales Tax Projections w/ Decrease Across the Board chart:

Months	YTD Trend	10% Decrease YTD Trend	25% Decrease YTD Trend
Oct - Mar	16,232,540	16,232,540	16,232,540
Apr	2,734,400	2,460,960	2,050,800
May	2,900,671	2,610,604	2,175,503
Jun	3,028,386	2,725,547	2,271,290
Jul	2,933,547	2,640,192	2,200,160
Aug	2,767,141	2,490,427	2,075,355
Sep	3,019,545	2,717,590	2,264,659
Total	33,616,229	31,877,861	29,270,307
Budget	31,750,000	31,750,000	31,750,000
Variance	1,866,229	127,861	(2,479,693)
Variance %	5.88%	0.40%	-7.81%

Wallace explained the Sales Tax Projections with Decreases in Retail and Food Only chart:

Impact	Retail	Food	All Other	Total	Budget	Variance	Variance %
Zero Effect	15,463,466	3,361,623	14,791,141	33,616,229	31,750,000	1,866,229	5.88%
10% Effect	14,663,816	3,187,786	14,791,141	32,642,743	31,750,000	892,743	2.81%
20% Effect	13,864,166	3,013,949	14,791,141	31,669,256	31,750,000	(80,744)	-0.25%
30% Effect	13,064,516	2,840,112	14,791,141	30,695,770	31,750,000	(1,054,230)	-3.32%
40% Effect	12,264,867	2,666,275	14,791,141	29,722,283	31,750,000	(2,027,717)	-6.39%
50% Effect	11,465,217	2,492,438	14,791,141	28,748,797	31,750,000	(3,001,203)	-9.45%

She noted that the selected methodology shows a 30% decrease in retail and food scenario, a 3% decrease overall for the full year which will lead to a Citywide impact of \$1,000,000, a General Fund impact of \$675,000, and stated that staff will continue to track this revenue source closely. Wallace then provided a recap of sales tax model impacts noting that all figures are estimates only, providing a range of scenarios. She stated that the best scenario is if revenues come in at budget instead of over budget due to high performance first half of year; the worst scenario is if there is an up to \$3,000,000 decrease in sales tax revenue citywide; and the reality will probably be somewhere in the middle depending on April receipts, the ability to get businesses open again, and get unemployed back to work.

Jonrowe had no questions.

Pitts noted that the City ended 1.8% above last year for March. Wallace responded that was correct. Pitts asked what the March budget number was for sales tax. Wallace responded that staff sets up a model to project starting at the beginning of the year, updated when receipts received. Pitts stated that he was curious how the performance was related to budget. He then asked if the reimbursements include money Williamson County received from the stimulus. Wallace responded that staff is still waiting on guidance from the County. She added that the City is eligible for FEMA funds and will apply as soon as ready, and staff is looking at CARES funding and will apply through County. Pitts asked if the City gets credit for Amazon purchase made within the City of Georgetown. Paul Diaz, Budget Manager responded that he will confirm that. Pitts noted that some businesses that stayed home reported to him that their sales were down between 60%-90%.

Fought asked about the possible change in the way building construction sales tax was going to be recorded. David Morgan, City Manager responded that the Comptroller's ruling on how some cities were collecting sales tax but he doesn't believe that it impacts Georgetown.

Triggs asked if when looking at Sales Tax and top 5-10 contributors, were they trending differently than overall. Wallace responded that the aggregate information was received last week. Diaz stated that staff just received information and is reviewing at the moment.

Calixtro asked if there were any businesses not coming back. Wallace responded that she has heard that Economic Development is making those notes, and yes, there will be some permanent closure. Calixtro asked if that will impact sales tax revenue. Wallace responded yes.

Wallace reviewed other revenue impacts starting with development revenue noting: fee waivers for permits, alarms, GoGeo and utilities saw a \$228,000 decrease; trending permits and development fees saw a \$1,300,000 increase which includes a large one-time payment for master development fee; and a net effect of \$1,000,000 increase over budget which helps offset other revenue declines. She then noted that EMS transports showed a \$383,000 decrease with a 25% decrease in transports in March and April, 20% decrease in transports May and June, and 10% decrease for the remainder of year. Wallace noted the Utility return on investment (ROI) with a \$225,000 decrease in Electric ROI to General Fund based on reduced revenues, and no change to Water and Stormwater. She stated that Park programs and rentals have seen a \$1,400,000 decrease including: Garey Park entrance fees and rentals and other park and facility rentals; prioritizing Rec Center services that are a net revenue with most Rec Center patrons extended their memberships; assume resuming some Rec Center, camp and pool services in June with pools being a net expense, camps being a net revenue, and the ability to hire and train staff safely an issue; and cancelled services including camps with travel, camps on closed school campuses, and tennis camp. Wallace reviewed the Hotel Occupancy Taxes (HOT) noting that occupancy rates in mid-March were at 55% occupancy, down from 85% same time prior year; end of March and Early April were at 20% occupancy, down from 85% same time prior year; and end of April were at 25% occupancy, down 71% same time prior year. She noted that the revenue receipts recently were down 80 to 90% compared to same

time last year and the total annual budgeted HOT revenue was \$1,300,000 with new projections based on \$587,925 being received year to date, assuming a major decline for remainder of fiscal year, and a year-end projected total of \$710,000 or \$590,000 under budget. Wallace then reviewed the Budget Contingency Plan noting that staff has been reducing expenses with following Cost Reductions Executed: hold on vacant positions with 31 full-time equivalent positions on hold citywide and 13 pay periods remaining which would lead to a \$960,000 reduction in FY2020 citywide and a General Fund impact of \$440,000, and filling positions requires City Manager approval; hold on travel and training with FY2020 citywide travel and training budget remaining only for licenses and certifications and professional conferences with year-to-date expenses citywide totaling \$700,000, General Fund reductions of \$280,000, and further spending requires City Manager approval. She then explained other cost reductions that have been executed including: Citizen Survey saving \$8,000; Rideshare Pilot Phase II saving \$50,000; and delaying the opening of Fire Station 7 which will have a cost avoidance of backfill overtime. Wallace reviewed operational cost increases related to Utilities at City facilities which are: rate increases from 2018 electric rate study that led to municipal facilities increase and municipal water treatment and pumping increase; PCA increase Feb of 2019; PCA increase June of 2019; corrected billing errors on meters at City Center; and compounded increased costs in FY2020. She added that a mid-year budget amendment necessary to cover projected increased costs in General Fund \$500,000. Wallace then reviewed the FY2020 Status Summaries by Major Fund starting with the General Fund summary:

General Fund	FY2020 Budget	FY2020 Projected	Variance
Revenue	75,483,881	74,280,822	(1,203,059)
Expenses	75,373,906	74,602,258	771,648
Total Gap			(431,411)

Wallace then reviewed the additional operational cost reductions that include: reducing General Fund transfers to the Parks Maintenance Fund for Capital Equipment Replacement with \$297,000 budgeted transfer and proposed cut of \$97,000 due the deferred project of replacing Rec Center outdoor pool slides, and the Cemetery Fund for Operations Maintenance and Capital Replacement with \$75,000 budgeted transfer and a proposed cut of \$50,000 which will lead to break-even in 2020 with no additional accumulation of fund balance for perpetual reserve; Internal Service Funds transfer savings from non-essential cuts including \$170,000 from Joint Services with the General Fund share being 20%, \$350,000 from Information Technology with the General Fund share being 40%, and \$240,000 from Self-Insurance with the General Fund share being 60%; Street Maintenance deferring \$400,000 of maintenance for FY2020 which will not eliminate any approved projects; and Parks Operations mowing adjustments where nine parks could transfer from contractor to staff mowing for \$19,000 in savings. She explained the Summary of Additional Reductions - General Fund Impact table:

Potential Reduction	FY2020 General Fund Savings
Parks SRF transfer	\$97,000
Cemetery SRF transfer	\$50,000
Joint Services transfer	\$34,000
IT transfer	\$140,000
Self-Insurance transfer	\$90,000
Street Maintenance deferral	\$400,000
Parks mowing in-house	\$19,000
Total	\$830,000

Wallace then provided a General Fund Summary noting that staff is including a \$400,000 buffer to mitigate further updates to revenue projections:

General Fund	FY2020 Budget	FY2020 Projected	Variance
Revenue	75,483,881	74,280,822	(1,203,059)
Expenses	75,373,906	74,602,258	771,648
Total Gap			(431,411)
Additional Reductions			830,000
New Total			398,589

Wallace explained the General Fund Reserves Recap and noted that if revenues fall further, the following reserves are available, and noted the Council Special Revenue Fund balance of \$108,000:

Reserve	FY2020 Available Amount
90 Day Contingency	\$11,200,000
Benefit Payout	\$340,000
Economic Stability	\$1,760,000

Wallace then solicited Council Feedback on the General Fund.

Jonrowe stated that Wallace provided good information.

Pitts stated that leaving buffer is good and asked how often the review will be happening. Wallace responded that staff will review sale tax upon receipt and check-in with departments. She added that there will be a quarterly report and staff will continue to bring those to Council with focus and third and fourth quarters, as well as water and electric updates.

Fought stated that he is pleased with the analysis and use of reserves and asked about the model for sales tax projects for next year. Wallace responded that staff will look at what surrounding cities are using and previous economic downturns will provide some insight.

Triggs stated that there is good flexibility for now and noted that income data is going to be very different.

Calixtro had no comments and thanked Wallace.

Wallace provided the Tourism Fund Summary as follows:

Tourism	FY2020 Budget	FY2020 Projected	Variance
Revenue	1,480,783	780,141	(700,642)
Expenses	1,440,916	1,080,542	360,374
Total Gap			(340,268)

She noted that staff has been conservative with HOT revenue assumptions described above and tourism expenditures include postponed Red Poppy Festival, a hold on a vacant position, and continued marketing to attract day trips. Wallace explained that the estimate is using \$340,000 of \$1,200,000 Tourism Fund capital reserves to cover payroll and reduced operations for FY2020 which leaves 90-day reserve of \$200,000 intact.

Pitts asked if the budget for advertising was \$200,000. Wallace responded that was not sure. Diaz responded that staff was looking up the information in Workday. Pitts asked how much was available to be cut that wasn't already cut. Wallace responded that some Red Poppy expenses were already accounted for. Pitts stated that he was surprised by size of budget. Diaz stated that year to date 57% of the budget had been spent.

Wallace reviewed the next steps noting that Council is on board with staff recommendations. She noted that staff will continue their review of revenue and expenses trends and at the May 26, 202 Council Meeting staff will bring Water and Electric funds trends, 2nd Quarter Financial Report, and mid-year budget amendment first reading.

Council had no additional comments or questions.

- B. Presentation, update and discussion regarding a utility assistance program for customers impacted by the COVID-19 pandemic -- Leticia Zavala, Customer Care Director and Michaela Dollar, Economic Development Director
(30 minutes)

Zavala presented the item and gave an overview stating that Georgetown Electric and Georgetown Water are community owned utilities which are working together to provide customer bill assistance based on Council feedback at the April 28, 2022 Workshop which was supportive for \$1,000,00 in combined assistance and funding would not impact either Fund operationally as sources are unanticipated income or special revenue funding. She noted that the sources of funding are the Electric Conservation Special Revenue Fund for \$500,000 with an unappropriated balance of \$977,000. Zavala added that a budget amendment would be needed and allowable programs in the ordinance would need to be expanded to include customer assistance programs with a first reading of the Electric rate ordinance on tonight's agenda which includes the modification. She then explained that the Water Fund can provide \$500,000 due its unappropriated balance of \$987,000 from the sale of raw water to Blanchard, noting that the water not accessible for at least ten years due to transmission infrastructure and a budget amendment would be needed.

Dollar explained the framework for assistance and noted the current business assistance programs. She stated that the City and Chamber program has several lessons learned including the difficulty in ranking applications from diverse businesses to determine need and that it was tough on the committee when funding is depleted and deserving businesses are turned away. Dollar explained that Williamson County announced the WilCo Forward program which will provide \$25,000,000 for a small business assistance grant program for Covid-19 related impacts with grants up to \$30,000 per business for businesses with a maximum of 100 full time employees or equivalent. She also noted that there are additional state and federal programs also in place. Dollar then noted that staff was considering if the City Assistance Program should include non-residential customers. She noted that an across the board credit to all non-residential customers is most equitable way to aid and the average credit based on the City's residential/non-res split of 90/10 would mean: \$14.00 credit to electric non-residential customers; \$12.50 credit to water non-residential customers; and these credits would not provide the needed business relief. Dollar stated that the desire is to have a more significant impact in an easy-to-administer, fair and equitable program and staff's recommendation is to focus on residential.

Jonrowe asked if there had been increases in electric usage during COVID-19 event for commercial users. Dollar responded that she believes that commercial usage would be down since they would not be operating under their normal circumstances. Zavala added commercial usage has been significantly down. Jonrowe asked if there had been a significant increase in residential usage. Zavala responded that there has been only a slight increase and it was much less than anticipated. Jonrowe asked if it was due to mild weather. Zavala responded yes. Jonrowe asked if there has been an uptick year over year with residential bills. Zavala responded yes. Jonrowe stated that she agrees with staff assessment.

Pitts stated that this is the right approach and he would like to help businesses, but there is only so much the City can do. He added that he supports staff's recommendations.

Fought and Triggs had no questions.

Calixtro asked if staff was tracking closures. Dollar responded yes, and there have been only three permanent closures that she knows of, which were not utility related. Calixtro asked what resources the City is offering beyond the initial grant program. Dollar responded that staff is tracking resources at all government levels and non-monetary resources as well.

Gonzalez stated that the payroll protection fund has not been liquidated and is still an option for some businesses. He added that he likes the program, but some businesses may be able to utilize multiple resources.

Zavala reviewed the program framework noting that there will be two waves of funding with the first wave starting at the end of the month of May providing \$500,000 and a second wave starting three months later in August providing \$500,000 which will be to provide for customers later in the year if situation continues into the Fall. She stated that there will 90% funding for customers impacted that do not qualify for current low-income assistance programs totaling \$450,000. Zavala added that this will be for customers who are unemployed and/or furloughed. She stated that there will be a 10% funding to supplement the LIHEAP/federal low-income assistance program totaling \$50,000 and that program eligibility will be determined through a partnership with Opportunities for Williamson Burnet Counties (WBCO/OWBC). Zavala explained the program criteria and administration noting that the criteria will include the following: customer in the water or electric service area; past due balance from January 2020 forward; information confirming furlough or removal of wages must be presented; applicant cannot qualify for other low-income assistance through WBCO programs and trying to target the customers that "fall through the cracks" of low-income funding; funding is available on a first come first served; customers can qualify one time in each program; and assistance provided up to a maximum of \$1,000. She then explained the administration of the program and noted the following: the City retains the funding of \$1,000,000 in house; the City will partner with WBCO/OWBC to determine eligibility of applicants based on City criteria and it will be documented in a contract; WBCO/OWBC will issue a voucher with the authorized amount to the customer and customer care will accept it as a payment; and Customer Care will reconcile the vouchers and funding on a monthly basis. Zavala provided the next steps which are: May 12, 2020 Council Meeting (tonight) will be the first reading of the Electric rate ordinance that expands the use of the Conservation fee funding for customer assistance; and at the May 26, 2020 Council Meeting there will be an a contract with WBCO/OWBC on the agenda for approval.

Jonrowe and Pitts had no comments.

Fought noted that the City does have some residents that don't get their electric from Georgetown utilities and asked who helps those residents. Zavala responded that they could qualify for federal or state funding as long as they live in Williamson County. Fought asked who helps them with that. Zavala responded that City staff will send them to either WBCO or the Caring Place.

Triggs and Calixtro had no questions.

- C. Presentation, update and discussion regarding the recommended changes to the existing Distributed Renewable Electric Generation/Net Metering Program -- Daniel Bethapudi, General Manager of the Electric Utility and Leticia Zavala, Customer Care Director (30 minutes)

Bethapudi introduced the item and then turned the presentation over to Scott Burnham with NewGen Strategies and Solutions. Burnham provided the program history and the 2006 guidance noting amendments to Electric Rate Ordinance and the availability to all residential customers with solar or wind generation of 10 kW or less. He then explained the "method of charge" language stating that, "If the customer uses more energy than their ... system produces, the additional electricity consumed is billed at the standard residential rate for service" and a customer would pay for what you use. Burnham added that "If the customer uses less energy than the ... system produces, the excess energy that flows back into the electric grid earns credits equal to the City's estimated avoided fuel costs" and the City buys back excess generation at its avoided cost and the estimated avoided fuel costs is updated on a yearly basis. He then provided a program history beginning with the 2012 expansion and amendments to expand NEM program which included: expanding qualifying generation technology like biomass and geothermal; adding additional qualifying customer classes like non-residential; encouraging ownership through incentive program with Department of Energy (DOE) Block Grant providing cash rebates of up to \$7,500 for solar installations; outlining the different incentive criteria; added definitions to "method of charge" to Ordinance including DEL = City generated kWh that is delivered to and used at the premise, RCVD = D-Reg generated kWh that is not used at the premise and pushed out to the grid, and STANDARD RATE = current adopted electric rate for applicable rate class; residential incentives with DOE grant funds for NEM rate (\$/kWh) with RCVD = D-Reg generated (Net Metering Credit) and increase to standard rate (\$0.0939/kWh at that time) with the rate the was previously set at avoided cost (\$0.05251/kWh at that time); customer accounts of 50 customers in 2012 and now 334 customers in 2020; and the amendment to "method of charge" for a billing month that states, "If a premise uses more electricity than the D-Reg system produces ... the customer pays for the non-netted, Georgetown electric provided electricity at the standard residential rate" with the formula $(DEL - RCVD) \times \text{STANDARD RATE}$ and "If the premise uses less electricity than the D-Reg system produces, the customer is provided a credit equal to the standard residential rate for every D-Reg generated kWh that flows back to the City's electric distribution system" with the formula $(DEL - RCVD) \times \text{STANDARD RATE}$. Burnham then reviewed recommendations and example bills. He provided a net

metering program review explaining the financial restructuring of the electric fund and that there was a review of policies, programs, and procedures. Burnham stated that NewGen was retained for “Distributed Renewable Electric Generation/Net Metering” review and their findings were the following: the Renewable Energy Credit (\$/kWh) exceeds avoided energy costs and this results in cost shifting from NEM to Non-NEM customers; there is no floor on the credit as it reduces fixed cost recovery and allows for zero utility bill (Electric, Water, Wastewater, and Garbage); and there has been poor compliance with the system requirements with the 10 kW limit not being enforced. He then provided an example of the current Net Metering Rate and an example bill:

RESIDENTIAL BILL - AUGUST 2019				
Description	Unit	Quantity	Price	Amount
Base Rate	\$/Month	1	\$24.80	\$24.80
Volumetric Charge	\$/kWh	806	\$0.09580	\$77.21
Power Cost Adj.	\$/kWh	806	\$0.02375	\$19.14
Renewable Energy Received	\$/kWh	271	(\$0.09580)	(\$25.96)
Subtotal Electric				\$95.20
Tax (Estimated)				\$1.90
Total Electric				\$97.10

Burnham reviewed the proposed changes for NEM 2.0 starting with reducing “RCVD” credit to reduce cost shift from NEM to non-NEM classes. He added that this would go from “Standard Retail Rate” to “Market Based Energy Credit” and aligns with original intent of avoided costs (2006). Burnham noted that the rate is calculated from avoided ERCOT hourly pricing and transmission costs, plus system losses and is proposed to be \$0.04976/kWh for 2020 and should be updated annually in January. He then explained a possible six-month adjustment for existing NEM customers to establish a “floor” on the credit and noted: RCVD credit cannot exceed Volumetric charge which is an acceptable practice in industry and improves utility fixed cost recovery; NEM customers rely on distribution grid and customers should pay for its use; the City should enforce size compliance with PV systems less than 10 kW and be limited to Residential and Small Commercial classes; and the City should simplify the Ordinance to amend language to reflect tariff language and remove items that are not relevant. Burnham then showed a comparison of NEM and NEM 2.0 Rate as follows:

RESIDENTIAL - AUGUST 2019 NEM RATE (Current)				
Description	Unit	Quantity	Price	Amount
Base Rate	\$/Month	1	\$24.80	\$24.80
Volumetric Charge	\$/kWh	806	\$0.09580	\$77.21
Power Cost Adj.	\$/kWh	806	\$0.02375	\$19.14
Renewable Energy Received	\$/kWh	271	(\$0.09580)	(\$25.96)
Subtotal Electric				\$95.20
Tax (Estimated)				\$1.90
Total Electric				\$97.10

Customer savings with current NEM: \$64.16

RESIDENTIAL - AUGUST 2019 NEM 2.0 Rate (Proposed)				
Description	Unit	Quantity	Price	Amount
Base Rate	\$/Month	1	\$24.80	\$24.80
Volumetric Charge	\$/kWh	806	\$0.09580	\$77.21
Power Cost Adj.	\$/kWh	806	\$0.02375	\$19.14
Renewable Energy Received	\$/kWh	271	(\$0.04976)	(\$13.48)
Subtotal Electric				\$107.67
Tax (Estimated)				\$2.15
Total Electric				\$109.83

Customer savings with NEM 2.0: \$51.43

Change in customer savings: \$12.73

Lots of general discussion amongst the Council Members, staff and Burnham related to the complexity of the billing and the need to clearly explain to customers what the charges are and how they work. Also, discussion related to the reason for the City to provide this incentive.

Mayor Ross noted that there are issues with the past Ordinance and that the citizens shouldn't be punished for the City's inability to manage supply and demand. He added that he doesn't

think a six-month transition period is fair to the current customers utilizing this system. Pitts stated that he disagrees, and the citizens have plenty of energy and should be paying for more. Mayor Ross responded that he understands that, but the energy market is one of the most volatile markets out there. He then asked Bethapudi to summarize the feedback he has received from Council. Bethapudi responded that everyone agrees to simplifying the language, some councilmembers would like to grandfather in existing users, and there was no opposition to changing the credit for new customers. He added that he would like further clarification on the time for grandfathering in existing customers.

Gonzalez stated that he is fine with the six-month grandfathering, but the City should not be buying anything at a loss.

Jonrowe stated that she remembers how different the theories were in 2012 and that the City wanted to incentivize renewables. She added that the City should have evaluated this previously and there is a different environment than when this was implemented with the best of intentions and she supports a change over a longer period of time than what is being proposed.

Pitts stated that he had already stated position.

Fought stated that the City should grandfather it with individual and not allow it to be transferable with the home.

Triggs stated that he would be in favor with what is presented and doesn't think the rest of the utility customers should subsidize this program.

Nicholson stated that she agrees with the consensus with clear communication and making sure that staff assists people in understanding.

Calixtro stated that as presented with the six-month transition is fine.

Mayor Ross stated that the six-month grandfather period is way to go forward.

Zavala wanted to clarify due to the electric rate ordinance on the agenda tonight, and the current discussion is not included in the agenda item on the Regular Council agenda. She then reviewed the next steps with the Council Meeting tonight (May 12, 2020) having the First Reading of the Electric rate ordinance adding an EV Fast Charger Rate as discussed at the April 12, 2020 Workshop, expanding the use of the Conservation Fee funding for customer assistance, and use determined by Council action. Zavala stated that at the May 26, 2020 Council Meeting there will be a Second Reading of the Electric rate ordinance as described above and the First Reading of the Electric rate ordinance for solar specific changes and clarifications, with the June 9, 2010 Council Meeting having the Second Reading of the Electric rate ordinance.

Mayor Ross stated that staff has 15 slides to explain something to Council, how will staff explain this to citizens. Bethapudi responded that this is a complex issue and an area for staff to work on related to improved messaging. Mayor Ross asked what the next tangible steps to improve this are. Bethapudi responded that staff needs to replace existing language with language that is easier to understand and explain how the changes will impact the existing customers. Mayor Ross asked if Council was voting on this tonight. Bethapudi responded not this portion. Mayor Ross asked if there will be simplified language for the May 26, 2020 Council Meeting. Bethapudi responded yes. Mayor Ross asked when Council will see that language prior to the meeting. Bethapudi responded with the first read but staff can do a workshop. Mayor Ross asked if Council would like a Workshop or First Reading.

Gonzalez stated First Reading and all other Council Members agreed.

- D. Presentation and discussion regarding the creation of a Bond Citizen Committee to determine a potential Mobility Bond Package targeting May 2021 election date -- Bridget Hinze Weber, Assistant to the City Manager
(15 minutes)

Weber provided the background noting that at the March 24, 2020 Workshop, Council confirmed agreement on proposed process including bond purpose, committee structure, public engagement and education and anticipated costs. She noted that Council directed staff to postpone bond election to 2021 due to COVID-19 pandemic. Weber stated that staff is proposing a revised schedule for the May 2021 Election with the following schedule: July 2020 provide public engagement activities to receive feedback about the primary focus areas and sentiment for bond debt; July 14, 2020 Council approves appointment of Mobility Georgetown 2021 Citizen Committee members; August 6, 2020 the Mobility Georgetown 2021 Citizen Committee first meeting; August 20, 2020 provide public feedback to citizen committee; September 2020 ranking and prioritization and initial recommendations developed; October 2020 second round of public engagement activities to receive feedback about the proposed bond projects; November 12, 2020 final recommendation developed; December 8, 2020 Mobility Georgetown 2020 Citizen Committee presents project recommendations and report to Council; January 26, 2021 Council adoption of finalized project list; February 9, Council calls bond election, as February 12, 2021 is last Day to Order General Election or Special Election on a Measure; February 10, 2021 through May 1, 2021 outreach and education to public, agency partners and stakeholders; April 1, 2021 last day to register to vote; April 19, 2021 through April 27, 2021 early voting period; and May 1, 2021 (Saturday) is Election Day. She then reviewed the anticipated costs noting that there is no budget allocated for bond program in FY2020, but the following costs are expected: an estimated \$50,000 consultant fee to develop detailed cost estimates and exhibits for each project including design, construction, ongoing operations and maintenance costs, and escalation factors for cost inflation over time frame it will take to administer the bond program; \$3,000 for committee support including food, printed materials, etc.; and estimated \$10,000 for public engagement costs; and an estimated \$30,000 for the County fee for election

management. Weber then reviewed the needed Council direction and next steps. She asked that Council confirm the revised schedule to target the May 2021 election. Weber then reviewed the proposed schedule of: Council to appoint members to citizen advisory committee at the July 14, 2020 Council meeting; proposed appointments to staff by June 30, 2020; consider approval of engineering support contract at the July 14, 2020 Council meeting; staff to begin developing proposed project list; and staff to prepare for public engagement process.

Pitts asked for clarification on the number of committee members and who Council should send their nominations to. Weber responded that each council member would select two members to serve and could send their nominations to her.

Council had no additional questions or comments.

- E. Presentation and discussion regarding the 2020-2021 City of Georgetown Intergovernmental Affairs Program including the creation of a Legislative and Intergovernmental Affairs Subcommittee and a Legislative Task Force -- Bridget Hinze Weber, Assistant to the City Manager

Weber presented the item and reviewed the purpose for the subcommittee and task force that include: advocating, coordinating and advancing the City's legislative agenda to enhance the City's ability to govern and provide essential municipal and community services; ensuring the city's interests are protected and enhanced through active involvement in the legislative process and strong intergovernmental relationships; and engaging community leaders and partners organizations to advocate for the citizens of Georgetown. She noted the key program initiatives that will include creating a Legislative and Intergovernmental Affairs Subcommittee, creating a Legislative Task Force, providing outreach and engagement, participating in the State Legislative Agenda and assisting with position papers. Weber explained the proposed Legislative and Intergovernmental Affairs Subcommittee as a standing committee, a permanent committee of the City Council established to coordinate City policies related to state and federal legislation and local ordinances composed of the Mayor and two council members. She stated that the Subcommittee will oversee development of state and federal legislative agendas; position on local partner ordinances; development of position papers; policies and programs that promote interagency cooperation; and advocating activities. Weber said that the proposed Legislative Task Force will be a new citizen stakeholder group to engage the public in the state legislative agenda development process comprised of existing, active leaders in the community and the leadership of City Boards and Commissions. She added that the Legislative Task Force will report to the Legislative and Intergovernmental Affairs Subcommittee. Weber explained the Legislative Task Force Role which would be to receive educational information from City staff, industry leaders, and the City lobbyists on the 86th Legislative Session, current affairs, and impact of legislation on City services and provide input to Subcommittee and City staff. She added that the members of the Legislative Task Force will be communicators during the

interim to provide the broader input from the community to staff and the IG Subcommittee and during the Legislative Session, the members will be advocates for the community. Weber stated that the Task Force will produce a Legislative Task Force Report which will be a report summarizing the engagement with the Legislative Task Force will be presented to the IG Subcommittee and Council for reference while developing the 2021 State Legislative Agenda. She then explained the plan for legislative outreach and the engagement of allies which will include engaging various levels of City allies to build a coalition that promotes community, regional and state priorities in a unified approach: neighborhood groups; local governmental partners local organizations; local businesses; regional municipal allies; and regional and statewide associations. Weber then explained the plan for the engagement of legislators which will include the initiation of opportunities to engage with state and federal elected officials with the following: invitations to City Council meetings where agenda items specifically respond to legislation; invitations to for one-on-one meetings to discuss the adopted state legislative agenda; invitations to all meeting of the Legislative Task Force; invitations to visit City facilities or departments; and invitations to special City events. She then explained the 20212 State Legislative Agenda and how it serves as the foundation for the City's advocacy strategy which will include: a high-level summary of City positions adopted by City Council; funding needs with policy priorities; incorporating legislative priorities of allies; and being widely promoted to community and media. Weber noted that Position Statements provide detailed data, funding implications, and background information on major initiatives in the legislative agenda; and articulate the details of proposed, pending, and/or existing legislation and how changes would affect the City of Georgetown services and operations. She then reviewed the 2020/21 Program Schedule which includes: IG Subcommittee beginning to meet in June; meetings of the Legislative Task Force in June and July; developing the 2021 State Legislative Agenda priorities in August and September; Legislator outreach with possible ride-a-longs, tours, and one-on-one meetings from August through October; 2021 State Legislative Agenda presented to Council in October; and the 87th State Legislative Session with take place from January through May of 2021. Weber then asked for Council Direction on the concept of the Subcommittee and Legislative Task Force and then reviewed the next steps which are to designate two Council Members to serve alongside the Mayor on the Legislative and Intergovernmental Affairs Subcommittee and host an initial meeting of the Subcommittee to finalize Intergovernmental Affairs Program and begin forming the Legislative Task Force.

Gonzalez had no comment.

Jonrowe asked how Council Members will be appointed. Morgan responded that the Mayor will ask for interested parties and submit a recommendation. Jonrowe stated that she was okay with that as long as there is rotation and balance in the representation. She then asked how will staff determine the boards and commission participants. Weber responded that board and commission chairs will be utilized. Jonrowe asked if Council can get a list of those people. Weber responded yes. Jonrowe stated that she wants to see demographics and balance.

Pitts, Fought, Triggs, Nicholson, and Calixtro had no additional comments.

Mayor Ross recessed into Executive Session at 4:27 p.m. and noted that Council would start Executive Session at 4:45 p.m.

Executive Session

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

F. Sec. 551.071: Consultation with Attorney

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

- Litigation Update
- HIPPA Matter

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchase Power Update

Sec. 551.072: Deliberations about Real Property

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

Adjournment

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

City of Georgetown, Texas
City Council Regular Meeting
May 26, 2020

SUBJECT:

Consideration and possible action to approve the City's **Quarterly Financial Report**, which includes the Investment Reports for the City of Georgetown, Georgetown Transportation Enhancement Corporation (**GTEC**), and the Georgetown Economic Development Corporation (**GEDCO**) for the **quarter ending March 31, 2020** -- Paul Diaz, Budget Manager

ITEM SUMMARY:

The Quarterly Financial Report to Council is attached. An executive summary is included to highlight variances in revenues and expenses from last year actuals and current year budget. Additionally, an overview of the investment portfolio as of March 31, 2020 is included.

Staff are not giving a workshop presentation on this item since the quarter ends in March. Several financial updates related to COVID-19 have been presented to Council at workshops in April and May with more up to date financial information.

FINANCIAL IMPACT:

The investment activity and strategies described in the investment report are in compliance with the City's Investment Policy and state law. This report meets the quarterly reporting requirements mandated by the Public Funds Investment Act.

SUBMITTED BY:

RLD on behalf of Finance

ATTACHMENTS:

Second Quarter Report for 2020

*Georgetown: A caring community honoring
our past and innovating for the future*

Quarterly Report



FY2020 BUDGET

AND FIVE YEAR CAPITAL IMPROVEMENT PLAN

FINANCIAL REPORT AND INVESTMENT REPORT

For the Quarter Ended March 31, 2020

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EXECUTIVE SUMMARY FOR THE QUARTER ENDED MARCH 31, 2020

Each year the City amends the budget for multi-year capital projects, as well as operational changes that were not known at the time the budget was adopted. This 2nd quarter report reflects the “Roll Forward” budget amendment that affected many major funds. The Rollforward amendment was adopted in January 2020. The Mid-Year Amendment will be adopted in June and will be reflected in the 3rd Quarter Report. Also, a fuller picture of the financial impact of COVID will be seen in the 3rd Quarter Report since April is presumed to be the most impacted month. The most up to date information on economic effects of COVID have been presented to Council during workshops in April and May.

I. QUARTERLY FINANCIAL ANALYSIS

GENERAL FUND REVENUES:

Year to date, General Fund revenues total \$43.6 million, or 57.9% of budget through the second quarter. Total revenues through the second quarter are 17.8% higher than FY2019.

Sales tax is the largest segment of revenue in the general fund. Sales tax revenue received through March totals \$6.36 million, or 35.6% of budget. Sales tax is two months in arrears. The second quarter returns were 18.6% higher than through the 2nd quarter last year. The increase in sales tax revenue is the result of continued growth in the City’s core sales tax sectors of retail, food, and information, as well as the opening of new large retail businesses. Restaurants and bars closed their dining rooms on March 19th due to COVID-19. Visits data shows that traffic at many retailers also changed due to COVID. Since sales tax is two months in arrears, the full effects of these closures are not yet known. Strong performance in the first half of the fiscal year will help mitigate reduced sales in the second half of the year.

Property tax is the second largest revenue segment in the fund. Property tax revenue is typically received during the first two quarters of the fiscal year, with most of the taxes being received in December and January. Property tax revenue through the second quarter of FY2020 is up 9.7%, or \$1.3 million from the second quarter of FY2019.

Development related revenue continues to be very strong. Through the second quarter, development related revenue totals \$2.67 million, or 83.9% of budget. Development revenues through the second quarter are 84.9% higher than FY2019. The City received a large Master Development Fee in the first quarter which accounts for part of the significant increase. Despite COVID, the City is still seeing strong performance in permits and inspections activity each month.

The increases seen in sales tax, property tax, and development fee revenue accounts for most of the increase from the second quarter of FY2019 to the second quarter of FY2020.

Parks and Recreation revenue totals \$1.2 million through the second quarter. This represents an increase of 8.61% from the second quarter of FY2019. Through the second quarter, Parks and Rec revenues are at 42% of budget. Historically, Parks and Rec revenues skew more heavily to the spring and summer months. The Recreation Center and City pools are expected to re-open in June at 25% capacity. This revenue stream will be monitored closely for the effects of COVID.

The City collects franchise fees for electric, natural gas, cable, and non-cellular telephone services. Through the second quarter, franchise fee revenues total \$2.5 million in FY2020, an increase of 2.2% from the second quarter of FY2019.

The City collects a Return on Investment (ROI) on the electric, water, and stormwater utilities. This revenue sector totals \$3.85 million through the second quarter, or 47.8% of budget.

Fire/EMS Revenue through the second quarter totals \$3.5 million, or 48.9% of budget. This is another section we will watch closely due to COVID, as there will likely be reduced number of transports to hospitals.

Sanitation revenue through the second quarter totals \$5 million or 50.8% of budget.

Overall, general fund revenues through the second quarter are in line with budget. Staff are closely monitoring the effects of COVID-19 closures on sales tax, EMS, and Parks and Rec revenues.

GENERAL FUND EXPENDITURES:

Overall expenditures (personnel, operations, and capital) through the second quarter total \$40 million, or 53.1% of budget. Total salaries and benefit expenditures through the second quarter total \$22.7 million. Operational costs total \$15.2 million.

The table below excludes capital accounts (like street repair or transfers out for fleet purchases) and is used to compare the personnel and operations costs year to year.

Generally, year over year increases are reflective of growth in new programs, and personnel costs for new salaries and benefits as well as merit and market adjustments.

Personnel and Operations Summary (excludes capital accounts)

COMBINED EXPENSES	FY2020 Budget	FY2020 YTD Actuals	% of FY2020 Budget	FY2019 Budget	FY2019 YTD Actuals	% of FY2019 Budget	Year-to-year Variance	Year-to-year % Variance
Personnel Expense	42,977,941	22,744,841	52.9%	39,744,389	19,210,761	48.3%	3,534,081	18.4%
Operations Expense	29,914,825	15,200,697	50.8%	28,613,268	13,652,218	47.7%	1,548,479	11.3%
TOTAL	72,892,766	37,945,539	52.1%	68,357,657	32,862,979	48.1%	5,082,559	15.5%

The Administration Services Division (Administrative Services, City Council, City Secretary, and Social Service Funding) expenditures through the second quarter total \$1.43 million, which represents 51.2% of budget.

Year-to-date expenditures for the Community Services (Parks and Rec., Library, and Communications) and Finance Division (Municipal Court) total \$6.9 million or 51.9% of budget.

Development and Planning expenditures through the second quarter total \$1.71 million, or 56.2% of budget. The planning department is experiencing higher than budget expenses related to Traffic Impact Analyses (TIA). These TIAs are reimbursed by developers and staff has added this item to the mid-year budget amendment in which we increase both revenues and expenses.

The Public Works Division (Environmental Services, Public Works, and Streets) expenditures through the second quarter total \$5.9 million or 46.7% of budget.

Year-to-date expenditures for Public Safety total \$19.57 million, which represents 51.6% of budget.

General Government Contracts includes the vacancy savings factor for the entire General Fund. This section also includes the City's social services funding contracts.

The City has experienced 13 of 26 pay periods through the second quarter, or 50% of total cycles.

	FY2020 Budget	FY2020 YTD Actuals	% of FY2020 Budget	FY2019 Budget	FY2019 YTD Actuals	% of FY2019 Budget	Year-to-year Variance	Year-to-year % Variance
Expenditure								
Administrative Services								
Personnel Expense	2,197,819	1,077,904	49.0%	1,941,881	989,098	50.9%	88,806	9.0%
Operations Expense	593,378	351,724	59.3%	663,827	302,500	45.6%	49,224	16.3%
Administrative Services Total	2,791,197	1,429,627	51.2%	2,605,708	1,291,598	49.6%	138,030	10.7%
Community Services and Finance								
Personnel Expense	7,741,091	3,776,167	48.8%	7,156,124	3,269,030	45.7%	507,137	15.5%
Operations Expense	5,432,479	3,062,853	56.4%	5,228,877	2,454,921	46.9%	607,932	24.8%
Community Services and Finance Total	13,173,570	6,839,019	51.9%	12,385,001	5,723,950	46.2%	1,115,069	19.5%
Development & Planning								
Personnel Expense	2,446,509	1,277,956	52.2%	2,308,625	1,041,235	45.1%	236,721	22.7%
Operations Expense	603,820	437,187	72.4%	714,668	167,704	23.5%	269,482	160.7%
Development & Planning Total	3,050,329	1,715,142	56.2%	3,023,293	1,208,939	40.0%	506,204	41.9%
Fire Services*								
Personnel Expense	16,051,814	8,598,639	53.6%	15,104,380	7,072,283	46.8%	1,526,356	21.6%
Operations Expense	4,131,210	1,835,872	44.4%	3,661,475	1,961,613	53.6%	(125,742)	-6.4%
Fire Services Total	20,183,023	10,434,510	51.7%	18,765,854	9,033,896	48.1%	1,400,614	15.5%
General Gov't Contracts								
Personnel Expense	(1,200,000)	30	0.0%	(1,145,000)	-	0.0%	30	
Operations Expense	4,461,450	2,451,655	55.0%	4,436,401	2,445,447	55.1%	6,207	0.3%
General Gov't Contracts Total	3,261,450	2,451,684	75.2%	3,291,401	2,445,447	74.3%	6,237	0.3%
Public Works & Environmental Services								
Personnel Expense	1,888,823	779,371	41.3%	1,875,598	879,587	46.9%	(100,217)	-11.4%
Operations Expense	10,815,154	5,159,417	47.7%	10,275,620	4,569,949	44.5%	589,468	12.9%
Public Works & Environmental Services Total	12,703,977	5,938,788	46.7%	12,151,218	5,449,537	44.8%	489,251	9.0%
Police Services								
Personnel Expense	13,851,885	7,234,777	52.2%	12,502,781	5,959,529	47.7%	7,234,777	21.4%
Operations Expense	3,877,334	1,901,991	49.1%	3,632,400	1,750,084	48.2%	151,907	8.7%
Police Services Total	17,729,219	9,136,768	51.5%	16,135,181	7,709,613	47.8%	1,427,155	18.5%
Expense Total	72,892,766	37,945,539	52.1%	68,357,657	32,862,979	48.1%	5,082,559	15.5%

Overall, General Fund expenditures are within budget and the fund can cover the 90-day Contingency Reserve.

UTILITY FUNDS:

Electric Fund: Electric operating revenues total \$41.9 million, or 46.15% of budget. Electric sales revenue, the largest component of revenue, totals \$37.7 million, or 44% of budget through the first two quarters. Electric revenue sales are typically higher in the summer months when consumption increases. Operating expenses total \$40 million through the first two quarters, or 47.4% of budget. Purchased Power expenses total \$27.3 million, or 44.4% of budgeted Purchase Power expenses.

Non-operating revenue is budgeted at \$4.5 million. Year to date, non-operating revenues total \$393,495, mainly from Renewable Energy Credits. Bond proceeds for capital projects are not received until the 3rd Quarter. Non-operating expenses are budgeted at \$8.1 million. Year to date, expenses total \$1 million for capital improvement projects.

Water Fund: Overall operating water revenue totals \$40.2 million, or 64.7% of budget. Water, wastewater, and irrigation sales revenue through the second quarter totals \$20.6 million, or 46.3% of budget. Capital Recovery Fees total \$15.6 million. Over the past three years, the fund has seen higher than budget Capital Recovery Fees due to the growth and new development in the City, including several significant one-time payments for large developments. Bond proceeds for debt-funded capital projects will be received in the 3rd quarter.

Water operating expenses total \$22.9 million, or 54% of budget. Non-operational expenses total \$27.7 million. These non-operational expenses are capital improvement projects that normally span multiple years.

OTHER MAJOR FUNDS:

Convention & Visitors Bureau Fund: Hotel Occupancy Tax revenue totals \$570,401 through the second quarter of FY2020, or 43.9% of budget. It is anticipated this revenue stream will be highly impacted by COVID in the third and fourth quarters. Year to date expenses in the Convention & Visitors Bureau Fund total \$770,898, or 53.5% of budget. The fund's large reserves will help mitigate the impact.

Airport Fund: Airport operating revenues total \$1.71 million which represents 44% of budget. Typically, the City of Georgetown has a Bond Sale to sell debt annually in the spring. However, due to the market disruptions, the City deferred airport maintenance facility project and will not issue the debt in FY2020. This will be reflected in the Third Quarter Report and mid-year budget amendment. The largest revenue stream for the airport is fuel sales. Through the second quarter, fuels sales total \$1.2 million, or 42.6% of budget.

Operating Expenses in the Airport fund total \$2.8 million, or 77.7% of budget. \$2.2 million of the year to date expenses is fuel related encumbrances. As part of the mid-year budget amendment, staff is proposing to reduce the CIP expense by \$750,000 and move the maintenance facility project to FY2021.

II. INVESTMENTS

The investment activity and strategies described in this report comply with the Public Funds Investment Act (PFIA), the City's investment policy, and generally accepted accounting principles. Activity for the second quarter of fiscal year 2020 includes the maturing of financial institution deposits (CDs), reinvestment of CD's, and investing of bond proceeds in CD's and Treasury Bills. Interest rates for money market accounts, Treasury bills, and CD's decreased during this quarter. We have begun to see a decline in rates being submitted to competitive investment offerings due to changes in the market. The Federal Open Market Committee (FOMC) announced 2 changes in the Federal Funds rate on March 3rd and March 16th related to the COVID-19 pandemic. The current rate is 0% - .25%. The City will continue soliciting for the best rates to improve both diversity and yield, while keeping in mind safety and liquidity. This quarter the portfolio balances increased due to sales tax and property tax receipts.

The Investment Reports for the quarter ending March 31, 2020, and the supporting schedules are attached. Valley View Consulting, L.L.C., has prepared the attached investment reports. A component of our investment advisory services contract includes Valley View preparing the quarterly investment reports on behalf of the City. A summary of the investment balances at March 31, 2020, compared to the prior quarter, is shown below for the City, as well as Georgetown Transportation Enhancement Corporation (GTEC) and Georgetown Economic Development Corporation (GEDCO). Included in the City portfolio are debt service, consolidated funds, and bond proceeds. The breakdown is consolidated at 69%, debt service at 7%, and bond proceeds at 24%.

	CITY	Book Value	GTEC		GEDCO	
	12/31/19	3/31/20	12/31/19	3/31/20	12/31/19	3/31/20
Total cash and investments	\$204,262,741	\$220,738,220	\$21,571,214	\$23,202,700	\$8,602,528	\$9,011,792
Average Yield	1.90%	1.41%	1.95%	1.23%	1.64%	1.26%

The City's strategy continues to be matching maturities with cash flow needs, while focusing on the investment policy's long-range goals. The City's investment strategy is to "ladder" or stagger maturities, thus minimizing erratic interest rate fluctuations. The City is continuing to manage the yield on bond proceeds for arbitrage purposes.

The City's investment portfolio includes bank deposits, local government investment pool balances, money market accounts, financial institution deposits (CD's), and Treasury Bills. All these investments meet the safety requirements of the PFIA. Local Government Investment Pools must maintain a rating of AAAM, Securities (Treasury Bills) must have direct or implied backing of the Federal Government and Financial Institution Deposits (CDs and money market accounts) must be collateralized with FDIC insurance or obligations with an implied backing from the Federal Government. The collateral on all City investments are monitored monthly to ensure the financial institutions carry minimum collateral of 100% with a letter of credit or 102% with pledged securities for all the City's investments. All securities held by financial institutions as collateral on behalf of the City have been reviewed and met PFIA-minimum rating criteria.

The City has worked closely with the City's depository bank (JPMorgan Chase) to find an average daily balance that is best to receive the highest yield on the account. These balances earn credit against the fees charged by the bank. The City will continue to verify depository yield versus investment yield to achieve the best outcome.

The City's investment program is conducted to accomplish the objectives of safety, liquidity, public trust, and yield. Each aspect is considered when making decisions regarding investments.

III. CAPITAL PROJECTS

The projects in the Capital Improvement Program (CIP) consist of infrastructure and related construction and do not include small capital items such as furniture, equipment, and vehicle maintenance. Maintenance-type projects are not capitalized as a fixed asset and are usually cash funded. Therefore, these projects are operational in nature and are in the departmental operating budget. A year-to-date budget status for each of the approved projects is normally included in the quarterly report. However, staff is still developing this report in the new financial system.

Fire Station No. 6 and 7: The building is dried in and interior finishes have begun. Substantial completion is scheduled for Mid-June.

The Braun Elevated Storage Tank, a 3 Million gallon a day tank, is scheduled for completion May 2020. Filing started on May 10th and scheduled to be put in service on May 15th.

The Lake Water Treatment Plant Raw Water Pump Station improvements continue. Nine 24-inch slide gates to increase the max flow for plant buildout are being installed. This project is scheduled for completion in 2020. Inservice will need to complete final clean up.

Enterprise Resource Planning software: Phase I HR/Payroll functionality went live in September of 2019. Phase II Financials went live the first week of April 2020. This phase includes accounting, banking, procurement, and other core financial functions. Staff is currently scoping Phase III, the budget development functionality, to start in August 2020.

The Shell Road and CR 255 water main designs are complete and easement acquisitions are in progress. Construction of Shell Road Waterline Improvements is estimated to start in July 2020. CR 255 has been on hold. The Reagan 30-inch waterline was moved up in priority and was completed in June of 2019.

ADA Park Improvements: Bid documents to repair sections of the San Gabriel River trail system are currently being reviewed by the Purchasing Department. Once the review is complete, the project will be bid. Bidding is estimated to be completed in June 2020 with construction beginning in August 2020.

Parks and Recreation Master Plan: A draft request for proposal has been completed pending review by Purchasing and Legal. This project is currently on hold due to funding limitations related to the Covid-19 pandemic.

Neighborhood Park Development: This project consists of improvements to Heritage Gardens. Planning was underway including a design task order. A public input meeting was scheduled for March 2020 but was cancelled due to Covid-19. This project is currently on hold due to funding limitations related to the Covid-19 pandemic.

Trail Development: This project consists of construction of an approximate .75-mile trail along the San Gabriel River at Wolf Crossing. A design task order has been approved by council. A preliminary design layout has been completed. This project is currently on hold due to funding limitations related to the Covid-19 pandemic.

San Gabriel Park Phase 3: This project consists of improvements to San Gabriel Park including outdoors green space, restroom facilities, pavilions, skate park, and a splash pad plaza. A design task order and survey have been completed. This project is currently on hold due to funding limitations related to the Covid-19 pandemic.

Tennis Center Pool Demolition: This project is currently on hold due to funding limitations related to the COVID-19 pandemic.

General Fund
Year-End Projection to Approved: March FY2020

	APPROVED BUDGET	CURRENT PERIOD	YEAR TO DATE (W/ENCUMB)	YEAR-END PROJECTION
BEGINNING FUND BALANCE	11,490,900			11,490,900
Revenue				
Administrative Charges	2,707,730	226,478	1,358,865	2,707,730
All Other Revenue	2,638,420	129,383	1,740,495	2,638,420
Development and Permit Fees	3,179,250	640,549	2,667,015	3,179,250
Franchise Fees	5,890,270	268,948	2,508,663	5,890,270
Parks and Recreation	2,833,100	289,447	1,208,245	2,833,100
Property Tax	14,900,000	247,351	15,119,538	14,900,000
ROI	8,060,000	716,888	3,856,389	8,060,000
Sales Tax	17,861,875	1,285,760	6,363,461	17,861,875
Sanitation Revenue	9,933,450	843,212	5,047,552	9,933,450
Fire and EMS Revenue	7,176,152	1,509,535	3,506,927	7,176,152
Transfer In	303,634	-	303,634	303,634
Revenue Total	75,483,881	6,157,551	43,680,784	75,483,881
Expense				
Administrative Services	1,794,305	201,157	913,829	1,794,306
Animal Services	973,517	124,852	502,493	973,518
Arts & Culture	36,729	7,000	15,705	36,729
City Council	177,608	12,840	83,315	177,608
City Secretary	819,283	83,359	432,484	819,283
Code Compliance	524,382	47,565	217,290	524,383
Communications	684,453	45,605	259,555	684,453
Solid Waste & Recycling Services (Environmental Services)	8,525,875	719,500	3,495,734	8,525,875
Community Services	265,732	44,853	97,469	265,732
Fire Emergency Services	14,280,663	1,593,599	7,341,305	14,280,663
Fire Support Services	3,120,344	474,585	1,945,400	3,120,345
Fire EMS	2,847,016	259,662	1,181,530	2,847,016
Garey Park	1,005,187	123,074	638,813	1,005,187
General Gov't Contracts	3,261,450	317,652	2,451,684	3,261,450
Inspections	1,347,040	147,536	683,243	1,347,040
Library	2,778,723	379,328	1,488,317	2,778,723
Municipal Court	664,063	64,820	348,959	664,063
Parks	2,726,868	304,014	1,603,166	2,726,868
Parks Admin	620,893	105,618	334,568	620,893
Planning	1,703,290	231,617	1,031,899	1,703,290
Police Admin	2,427,662	441,130	1,245,700	2,427,662
Police Operations	13,821,657	1,660,847	7,186,526	13,821,657
Public Works	1,469,053	126,659	617,645	1,469,053
Rec Programs	1,359,138	75,916	480,966	1,359,138
Recreation	2,753,284	401,532	1,406,267	2,753,284
Streets	4,400,037	690,805	3,386,409	4,400,037
Tennis Center	460,794	49,965	200,478	460,794
Transfer Out	524,860	-	457,860	524,860
Expense Total	75,373,906	8,735,090	40,048,609	75,373,910
EXCESS (DEFICIENCY) OF TOTAL REVENUE OVER TOTAL REQUIREMENTS	109,975	(2,577,539)	3,632,175	109,971
ENDING FUND BALANCE	109,975	(2,577,539)	3,632,175	109,971
RESERVES				
Contingency Reserve	11,200,000			11,200,000
Benefit Payout Reserve	340,000			340,000
Reserve Total	11,540,000			11,540,000
AVAILABLE FUND BALANCE	60,875			60,871

Electric Fund
Year-End Projection to Approved: March FY2020

	FY2020 BUDGET	CURRENT PERIOD	YEAR TO DATE (W/ENCUMB)	YEAR-END PROJECTION
BEGINNING FUND BALANCE	5,892,640			5,892,640
Operating Revenue				
Electric Revenue (SEE NOTE A)	85,509,803	5,870,142	37,702,206	85,509,803
Interest	40,000	79	3,700	40,000
Other Revenue	4,748,616	1,056,003	2,447,328	3,098,616
Developer Contributions	600,000	135,883	1,793,905	2,000,000
Operating Revenue Total	90,898,419	7,062,107	41,947,139	90,648,419
Operating Expenditures				
CRR Credits, Net	(2,000,000)	281,850	(353,165)	(2,000,000)
Georgetown Utility Systems	20,465,330	1,909,979	10,790,607	20,167,271
Purchased Power	61,500,000	4,531,469	27,287,661	61,500,000
Transfers Out-ROI	4,500,000	398,660	2,328,608	4,500,000
Operating Expenditures Total	84,465,330	7,121,958	40,053,711	84,167,271
Total Net Operations	6,433,089	(59,851)	1,893,428	6,481,148
Non-Operating Revenue	-	-	-	-
Renewable Energy Credits	-	166,751	382,959	382,959
Grant Revenue	-	-	-	-
Bond Proceeds	4,010,000	-	-	4,010,000
Sale of Property	10,000	49	10,536	10,000
Transfer In-Other	500,000	-	-	500,000
Non-Operating Revenue Total	4,520,000	166,800	393,495	4,902,959
Non-Operating Expenditures				
CIP	4,010,000	110,908	1,030,860	4,010,000
Debt Service	2,866,312	-	350	2,866,312
Interest Expense	1,224,183	-	590,621	1,224,183
Non-Operating Expenditures Total	8,100,494	110,908	1,621,831	8,100,494
Total Net Non-Operations	(3,580,494)	55,892	(1,228,336)	(3,197,535)
EXCESS (DEFICIENCY) OF TOTAL REVENUE OVER TOTAL REQUIREMENTS	2,852,595	(3,959)	665,092	3,283,612
ENDING FUND BALANCE	8,745,234			9,176,252
Contingency	4,190,234			4,190,234
Rate Stabilization Reserve	4,555,000			4,521,208
AVAILABLE FUND BALANCE	0			464,810

NOTES:

A. INCLUDES ACCRUAL FOR MARCH REVENUE BILLED THROUGH APRIL 30

Water Fund
Year-End Projection to Approved: March FY2020

	APPROVED BUDGET	CURRENT PERIOD	YEAR TO DATE (W/ENCUMB)	YEAR-END PROJECTION
BEGINNING FUND BALANCE	82,511,169			82,511,169
Operating Revenue				
Capital Recovery Fee	14,250,000	4,664,467	15,563,761	14,250,000
Irrigation Utility Revenue	310,000	29,174	197,437	310,000
Other Revenue	3,450,300	864,706	4,064,813	3,450,300
Wastewater Utility Revenue	13,298,825	1,088,654	7,547,465	13,298,825
Water Utility Revenue	30,869,778	2,152,891	12,864,494	30,869,778
Operating Revenue Total	62,178,903	8,799,892	40,237,969	62,178,903
Operating Expenditures				
Irrigation	395,450	22,432	151,232	395,450
Transfer Out	399,500	-	399,500	399,500
Transfer Out, ROI	3,300,000	291,913	1,395,304	3,300,000
Wastewater Operations	3,857,654	86,288	1,173,554	3,857,654
Wastewater Plant Management	2,537,076	345,923	2,159,009	2,537,076
Water Administration	23,176,352	2,323,380	12,558,884	23,176,352
Water Distribution	1,995,125	165,361	1,099,057	1,995,125
Water Operations	4,244,971	465,224	2,254,819	4,244,971
Water Plant Management	2,582,017	190,570	1,760,767	2,582,017
Operating Expenditures Total	42,488,144	3,891,092	22,952,126	42,488,144
Total Net Operations	19,690,759	4,908,800	17,285,844	19,690,759
Non-Operating Revenue				
Bond Proceeds	18,600,000	-	-	18,600,000
Grant Revenue	-	-	-	-
Interest	949,500	122,623	950,050	949,500
Sale of Assets	1,500		435,404	1,500
Transfer In-Debt	104,211	-	-	104,211
Non-Operating Revenue Total	19,655,211	122,623	1,385,454	19,655,211
Non-Operating Expenditures				
CIP	93,789,328	1,227,563	27,248,210	93,789,328
Interest Expense	983,227	19	514,747	983,227
Debt Service	2,394,188	-	1,225	2,394,188
Non-Operating Expenditures Total	97,166,743	1,227,582	27,764,182	97,166,743
Total Net Non-Operations	(77,511,532)	(1,104,959)	(26,378,728)	(77,511,532)
EXCESS (DEFICIENCY) OF TOTAL REVENUE OVER TOTAL REQUIREMENTS	(57,820,773)	3,803,841	(9,092,885)	(57,820,773)
ENDING FUND BALANCE	24,690,396			24,690,396
Contingency	8,236,379			8,236,379
Non-Operating Contingency	10,000,000			10,000,000
AVAILABLE FUND BALANCE	6,454,017			6,454,017

Airport Operations Fund

Year-End Projection to Approved: March FY2020

	APPROVED BUDGET	CURRENT PERIOD	YEAR TO DATE (W/ENCUMB)	YEAR-END PROJECTION
BEGINNING FUND BALANCE	1,451,988			1,451,988
Operating Revenue				
Fuel and Terminal Sales	2,901,500	161,479	1,235,845	2,901,500
Interest and Other	51,000	1,361	12,566	51,000
Grant Revenue	-	-	-	-
Leases and Rentals	928,500	76,964	461,847	928,500
Operating Revenue Total	3,881,000	239,804	1,710,258	3,881,000
Operating Expenditures				
Operations-Fuel	2,270,000	135,617	2,200,832	2,270,000
Operations-Non Fuel	878,327	109,215	392,163	878,327
Personnel	501,098	49,472	243,953	501,098
Operating Expenditures Total	3,649,425	294,304	2,836,948	3,649,425
TOTAL NET OPERATIONS	231,575	(54,500)	(1,126,690)	231,575
Non-Operating Revenue				
Bond Proceeds	750,000	-	-	750,000
Non-Operating Revenue Total	750,000	-	-	750,000
Non-Operating Expenditures				
Buildings & Improvements	750,000	-	-	750,000
Debt Service/Handling Fees	101,358	-	115	101,358
Interest Expense	60,062	-	29,638	60,062
Furniture & Equipment	22,000	-	8,111	22,000
Improvements	266,566	-	12,921	266,566
Pavement Upgrades	35,000	-	-	35,000
Non-Operating Expenditure Total	1,234,986	-	50,785	1,234,986
Total Expenditures	4,884,411	294,304	2,887,733	4,884,411
TOTAL NET NON-OPERATIONS	(484,986)	(294,304)	(50,785)	(484,986)
EXCESS (DEFICIENCY) OF TOTAL REVENUE OVER TOTAL REQUIREMENTS	(253,411)	(348,804)	(1,177,475)	(253,411)
ENDING FUND BALANCE	1,198,577			1,198,577
RESERVES				
Contingency	256,021			256,021
Debt Service Reserve	143,431			143,431
Reserves Total	399,452			399,452
AVAILABLE FUND BALANCE	799,125			799,125

Convention & Visitors Bureau Fund
Year-End Projection to Approved: MAR FY2020

	APPROVED BUDGET	CURRENT PERIOD	YEAR TO DATE (W/ENCUMB)	YEAR-END PROJECTION
BEGINNING FUND BALANCE	1,437,144	-	-	1,437,144
Revenue				
Hotel/Motel Occupancy Tax Revenues	1,300,000	124,943	570,401	1,300,000
Interest	18,000	1,829	13,741	18,000
Other	18,500	995	11,152	18,500
Poppy Festival	144,283	43,269	85,276	144,283
Revenue Total	1,480,783	171,036	680,570	1,480,783
Expense				
Operations	812,015	47,027	504,274	812,014
Personnel	413,567	49,810	225,672	413,567
Poppy Festival	186,700	12,050	12,318	186,700
Transfers Out	28,634	-	28,634	28,634
Expense Total	1,440,916	108,887	770,898	1,440,915
EXCESS (DEFICIENCY) OF TOTAL REVENUE OVER TOTAL REQUIREMENTS	39,867	62,149	(90,328)	39,868
ENDING FUND BALANCE	1,477,011		(90,328)	1,477,012

Council Discretionary Fund
Year End Projections to Approved: March FY 2020

	APPROVED BUDGET	CURRENT PERIOD	YEAR TO DATE (W/ENCUMB)	YEAR-END PROJECTION
BEGINNING FUND BALANCE	109,415			109,415
Revenue				
Interest	2,500	133	1,052	2,500
Transfers In	-	-	-	-
Revenue Total	2,500	133	1,052	2,500
Expense				
Transfers Out	-	-	-	-
Expense Total	-	-	-	-
EXCESS (DEFICIENCY) OF TOTAL REVENUE OVER TOTAL REQUIREMENTS	2,500	133	1,052	2,500
ENDING FUND BALANCE	111,915		1,052	111,915

Georgetown Economic Development Corporation Fund

Year-End Projections to Approved: March FY2020

	APPROVED BUDGET	CURRENT PERIOD	YEAR TO DATE (W/ENCUMB)	YEAR-END PROJECTION
BEGINNING FUND BALANCE	8,305,736			8,305,736
OPERATING REVENUES				
Interest	76,000	7,038	65,465	76,000
Sales Tax	1,984,375	142,844	706,920	1,984,375
OPERATING REVENUES Total	2,060,375	149,882	772,385	2,060,375
OPERATING EXPENDITURES				
Administrative Charges	244,771	20,398	122,385	244,771
Marketing	-	5,000	61,274	61,274
Contractual Services	30,000	-	6,615	30,000
Miscellaneous Expense	50	10,972	2,493	2,500
Travel & Training	500	92	92	500
OPERATING EXPENDITURES Total	275,321	36,462	192,859	338,545
TOTAL NET OPERATIONS	1,785,054	113,420	579,526	1,721,830
NON-OPERATING EXPENDITURES				
Debt Service	291,364	-	41,334	291,364
Interest Expense	20,516			20,516
Economic Development Agreements	510,000	-	356,235	510,000
Strategic Partnerships	8,167,104	-	143,674	143,674
CIP	290,000			290,000
NON-OPERATING EXPENDITURES Total	9,278,984	-	541,243	1,255,554
TOTAL NET NON-OPERATIONS	(9,278,984)	-	(541,243)	(1,255,554)
EXCESS (DEFICIENCY) OF TOTAL REVENUE OVER TOTAL REQUIREMENTS	(7,493,930)	113,420	38,283	466,276
ENDING FUND BALANCE	811,806		38,283	8,772,012

Georgetown Transportation Enhancement Corporation Fund

Year-End Projections to Approved: March FY2020

	APPROVED BUDGET	CURRENT PERIOD	YEAR TO DATE (W/ENCUMB)	YEAR-END PROJECTION
BEGINNING FUND BALANCE	20,686,127		-	17,130,653
Operating Revenue				
Sales Tax	7,937,500	571,375	2,827,678	7,937,500
Interest	230,000	25,102	213,571	230,000
Other Revenue	-	-	-	-
Operating Revenue Total	8,167,500	596,477	3,041,249	8,167,500
Operating Expenditure				
Administrative Support	410,223	29,830	204,711	410,223
Operating Expenditure Total	410,223	29,830	204,711	410,223
TOTAL NET OPERATIONS	7,757,277	566,647	2,836,538	7,757,277
Non-Operating Revenue				
Debt Proceeds	4,700,000	-	-	4,700,000
Transfers In	-	-	-	-
Non-Operating Revenue Total	4,700,000	-	-	4,700,000
Non-Operating Expenditure				
Economic Development Agreements	1,984,375	-	-	1,984,375
Strategic Partnerships	2,000,000	-	-	2,000,000
CIP Expense	14,431,841	20,878	1,163,061	14,431,841
Debt Service	3,333,921	-	487,575	3,333,921
Non-Operating Expenditure Total	21,750,137	20,878	1,650,636	21,750,137
TOTAL NET NON-OPERATIONS	(17,050,137)	(20,878)	(1,650,636)	(17,050,137)
EXCESS (DEFICIENCY) OF TOTAL REVENUE OVER TOTAL REQUIREMENTS	(9,292,860)	545,769	1,185,902	(9,292,860)
ENDING FUND BALANCE	11,393,267	545,769	1,185,902	7,837,793

Joint Services Fund
Year-End Projection to Approved: Mar FY2020

	APPROVED BUDGET	CURRENT PERIOD	YEAR TO DATE (W/ENCUMB)	YEAR-END PROJECTION
BEGINNING FUND BALANCE	1,394,842			1,394,842
Revenue				
Administrative Charges	17,691,145	1,474,262	8,845,572	17,691,145
Interest	25,000	2,586	11,708	25,000
Other	103,000	29,487	123,299	103,000
Transfers In	295,059	-	295,059	295,059
Revenue Total	18,114,204	1,506,335	9,275,638	18,114,204
Expense				
Accounting	1,128,153	151,475	614,213	1,128,153
Business System Sevices	1,198,892	121,776	628,812	1,198,892
Citywide Human Resources	1,307,900	18,579	702,567	1,307,900
Conservation	894,920	47,402	265,724	894,920
Customer Care	5,046,552	956,864	2,842,196	5,046,552
Economic Development	663,668	68,560	327,316	663,668
Finance Administration	1,161,128	77,237	644,865	1,161,128
Human Resources	1,446,884	182,988	655,058	1,446,884
Legal	1,063,008	104,627	553,233	1,063,008
Non-departmental	739,171	74,814	765,426	739,171
Organizational and Operational Excellence	329,898	33,680	130,684	329,898
Purchasing	923,989	116,349	465,657	923,989
Systems Engineering	2,492,992	271,234	1,345,955	2,492,992
Expense Total	18,397,157	2,225,585	9,941,706	18,397,157
EXCESS (DEFICIENCY) OF TOTAL REVENUE OVER TOTAL REQUIREMENTS	(282,953)	(719,250)	(666,068)	(282,953)
AVAILABLE FUND BALANCE	1,111,890		(666,068)	1,111,890



CITY

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2020

**Prepared by
Valley View Consulting, L.L.C.**

The investment portfolio of the City of Georgetown is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Elaine Wilson
Controller

Leigh Wallace
Finance Director

Karrie Pursley
Treasurer

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	December 31, 2019		March 31, 2020		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
Demand Accounts	\$ 8,947,165	8,947,165	\$ 10,852,258	\$ 10,852,258	0.23%
NOW/MMA	20,619,316	20,619,316	21,716,013	21,716,013	1.61%
Pools	89,853,153	89,853,153	104,846,720	104,846,720	0.97%
CDs/Securities	84,843,107	84,845,177	83,294,855	83,323,230	2.05%
Totals	\$ 204,262,741	\$ 204,264,811	\$ 220,709,845	\$ 220,738,220	1.41%

Quarter End Average Yield (1)

Total Portfolio	1.41%
Rolling Three Month Treasury	1.17%
Rolling Six Month Treasury	1.39%
TexPool	1.00%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	1.65%
Rolling Three Month Treasury	1.38%
Rolling Six Month Treasury	1.58%
TexPool	1.31%

Bank Fees Offset

Quarterly Bank Fees Offset	\$ 9,483
Year-to-date Bank Fees Offset	\$ 20,641

Interest income provided in separate report.

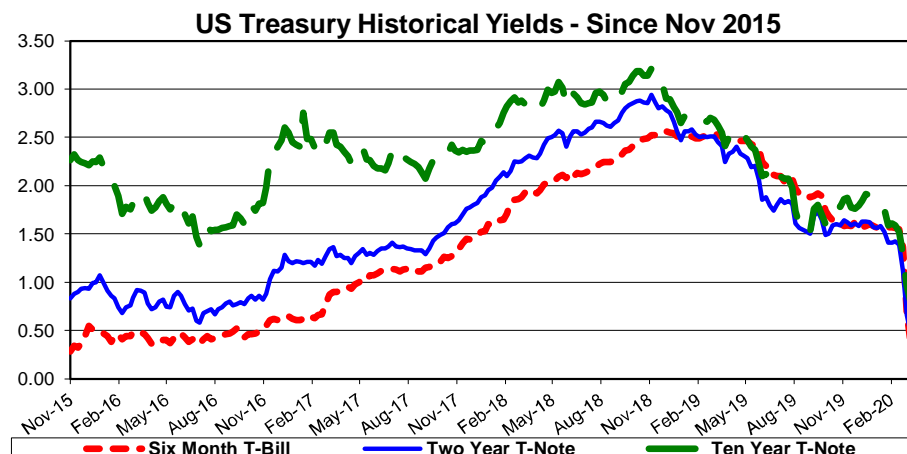
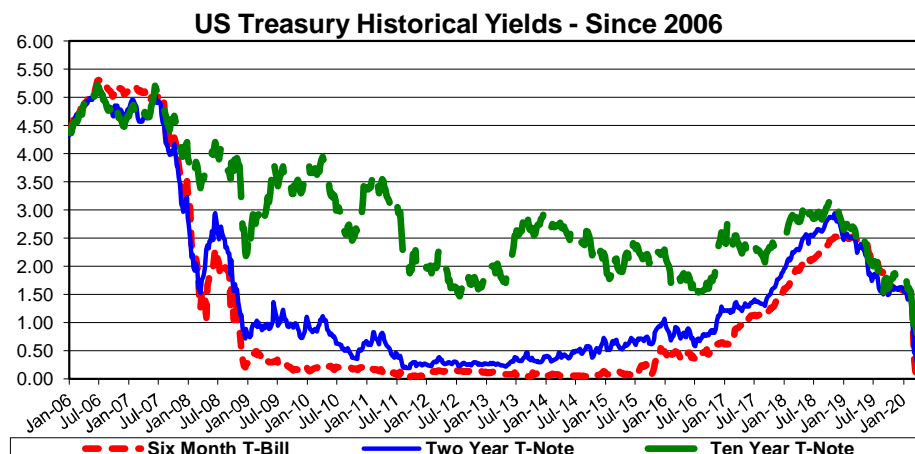
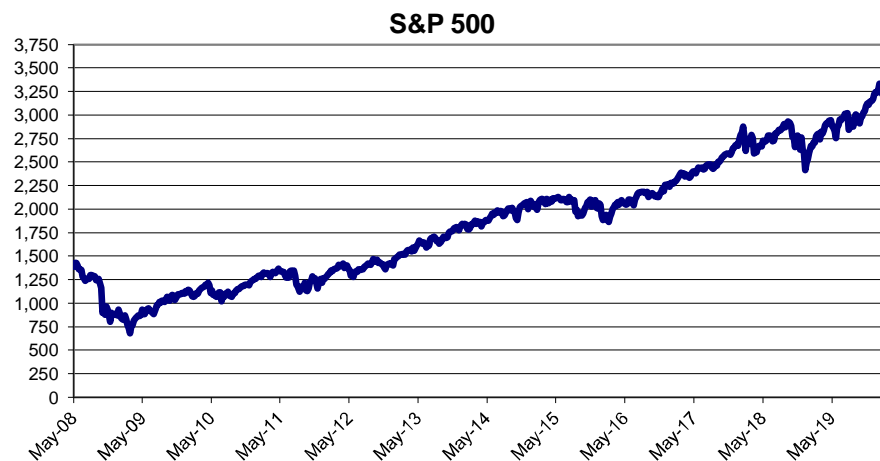
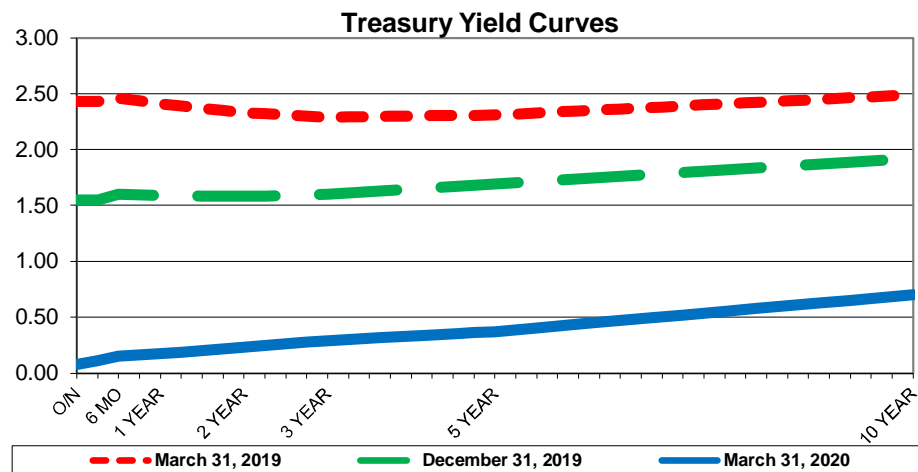
(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

3/31/2020

Due to COVID-19 pandemic concerns, the Federal Open Market Committee (FOMC) dramatically reduced the Fed Funds target range to 0.00% to 0.25% (Effective Fed Funds are trading +/- 0.10%). Worldwide economic activity has collapsed because of Coronavirus "social isolation" and other related actions. The Yield Curve plummeted. Crude oil declined severely to less than \$25 per barrel. Unemployment claims leaped to over 10 million. The Stock Market "corrected" into a full bear market. U.S. monetary and fiscal programs are designed to stabilize and improve near term economic conditions. Time will tell how long the pandemic lasts and full recovery takes.



City - Investment Holdings

March 31, 2020

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Face Amount/ Par Value	Book Value	Market Price	Market Value	Life (Day)	Yield
JPMorgan Chase Cash (3)		0.23%	04/01/20	03/31/20	\$ 10,852,258	\$ 10,852,258	1.00	\$ 10,852,258	1	0.23%
JPMorgan Chase MMA		0.07%	04/01/20	03/31/20	433,875	433,875	1.00	433,875	1	0.07%
Veritex Bank MMA		1.31%	04/01/20	03/31/20	3,205,333	3,205,333	1.00	3,205,333	1	1.31%
NexBank MMA		0.90%	04/01/20	03/31/20	7,337,623	7,337,623	1.00	7,337,623	1	0.90%
Origin Bank MMA (4)		2.25%	04/01/20	03/31/20	10,739,181	10,739,181	1.00	10,739,181	1	2.25%
TexPool	AAAm	1.00%	04/01/20	03/31/20	38,781,634	38,781,634	1.00	38,781,634	1	1.00%
TexSTAR	AAAm	0.96%	04/01/20	03/31/20	66,065,086	66,065,086	1.00	66,065,086	1	0.96%
East West Bank CD		2.62%	04/01/20	04/01/19	5,252,290	5,252,290	100.00	5,252,290	1	2.65%
T-Bill	Aaa/AA+	0.00%	04/16/20	10/17/19	2,500,000	2,498,236	100.00	2,499,923	16	1.62%
Southside Bank CD		1.82%	04/17/20	10/18/19	2,514,336	2,514,336	100.00	2,514,336	17	1.83%
LegacyTexas Bank CD		2.91%	05/06/20	11/06/18	4,157,776	4,157,776	100.00	4,157,776	36	2.95%
T-Bill	Aaa/AA+	0.00%	05/07/20	11/07/19	4,900,000	4,892,333	99.99	4,899,686	37	1.56%
Southside Bank CD		2.47%	05/11/20	05/10/19	3,056,381	3,056,381	100.00	3,056,381	41	2.49%
BBVA Bank CD		2.51%	06/20/20	06/20/19	4,076,022	4,076,022	100.00	4,076,022	81	2.54%
East West Bank CD		2.48%	07/15/20	04/15/19	5,121,021	5,121,021	100.00	5,121,021	106	2.51%
East West Bank CD		1.72%	08/04/20	02/04/20	6,518,552	6,518,552	100.00	6,518,552	126	1.73%
R Bank CD		2.10%	08/16/20	08/16/19	2,021,284	2,021,284	100.00	2,021,284	138	2.12%
R Bank CD		1.17%	08/16/20	02/26/20	1,010,897	1,010,897	100.00	1,010,897	138	1.17%
LegacyTexas Bank CD		2.66%	08/21/20	02/22/19	6,174,483	6,174,483	100.00	6,174,483	143	2.69%
T-Bill	Aaa/AA+	0.00%	10/08/20	10/17/19	2,500,000	2,479,441	99.95	2,498,775	191	1.60%
Independent Bank CD		1.85%	10/18/20	10/18/19	2,511,652	2,511,652	100.00	2,511,652	201	1.86%
Independent Bank CD		2.56%	11/10/20	05/10/19	1,019,475	1,019,475	100.00	1,019,475	224	2.58%
R Bank CD		1.76%	11/19/20	02/19/20	2,500,000	2,500,000	100.00	2,500,000	233	1.78%
Southside Bank CD		1.72%	11/19/20	11/19/19	3,230,917	3,230,917	100.00	3,230,917	233	1.73%
East West Bank CD		1.71%	12/09/20	12/09/19	4,021,420	4,021,420	100.00	4,021,420	253	1.72%
East West Bank CD		1.71%	01/08/21	01/08/20	3,011,829	3,011,829	100.00	3,011,829	283	1.72%
Independent Bank CD		1.70%	02/05/21	02/05/20	3,100,000	3,100,000	100.00	3,100,000	311	1.71%
R Bank CD		1.81%	02/19/21	02/19/20	4,000,000	4,000,000	100.00	4,000,000	325	1.83%
Bank OZK CD		1.72%	02/26/21	02/27/20	6,007,921	6,007,921	100.00	6,007,921	332	1.73%
Independent Bank CD		1.80%	04/22/21	10/22/19	4,118,590	4,118,590	100.00	4,118,590	387	1.81%
					\$ 220,739,836	\$220,709,845		\$ 220,738,220	63	1.41%

(1) (2)

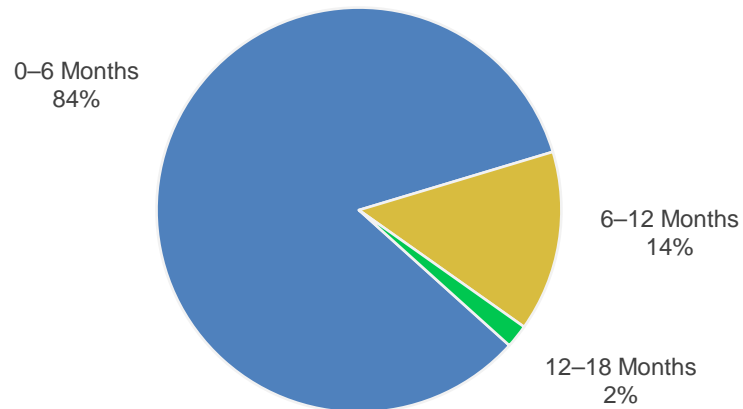
(1) **Weighted average life** - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools, and money market funds.

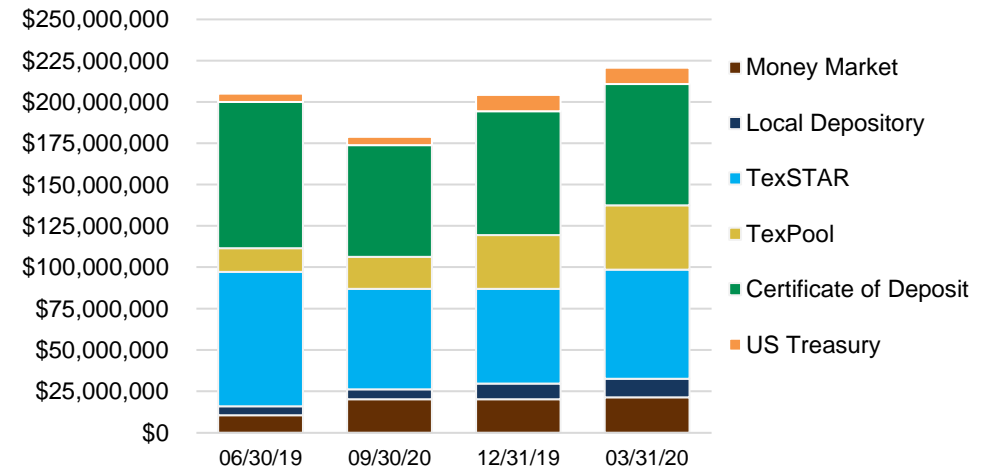
(3) **Earnings Credit** - The City's depository accounts provide an earnings credit on balances which is used to offset bank fees.

(4) **Origin Bank MMA** - Interest rate fixed until August 2020.

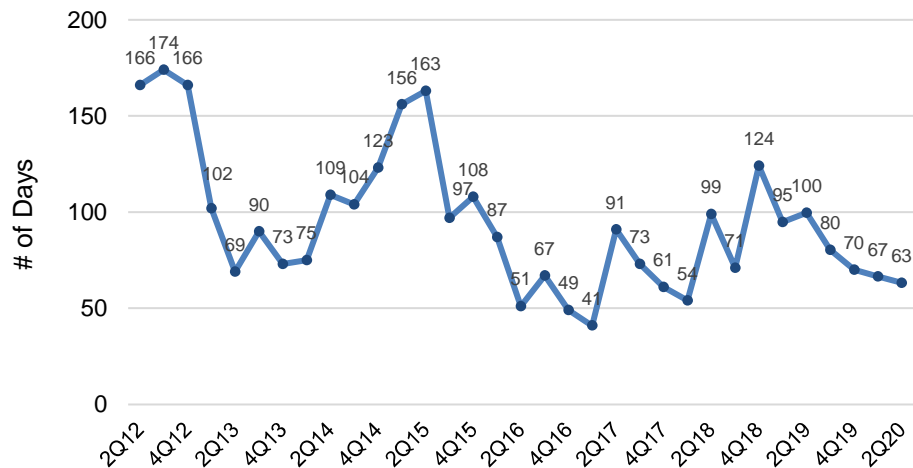
Current Quarter Maturities



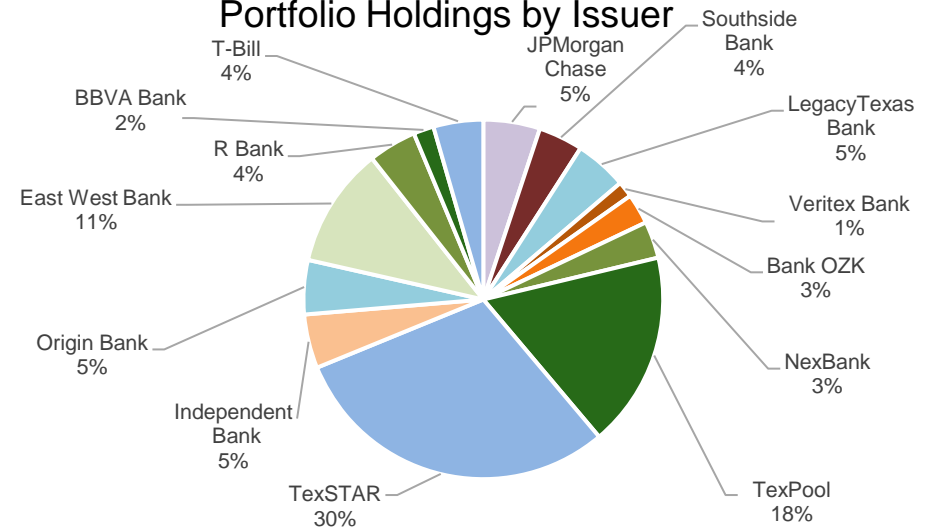
Portfolio Balances



Weighted Average to Maturity



Portfolio Holdings by Issuer



City - Book Value Comparison

Description	Coupon/ Discount	Maturity Date	December 31, 2019		Purchases/ Adjustments	Sales/Adjust/ Call/Maturity	March 31, 2020	
			Face Amount/ Par Value	Book Value			Face Amount/ Par Value	Book Value
JPMorgan Chase Cash	0.23%	04/01/20	\$ 8,947,165	\$ 8,947,165	\$ 1,905,092	\$ —	\$ 10,852,258	\$ 10,852,258
JPMorgan Chase MMA	0.07%	04/01/20	433,724	433,724	151		433,875	433,875
Veritex Bank MMA	1.31%	04/01/20	3,192,376	3,192,376	12,957		3,205,333	3,205,333
NexBank MMA	0.90%	04/01/20	7,310,083	7,310,083	27,540		7,337,623	7,337,623
Origin Bank MMA (4)	2.25%	04/01/20	9,683,133	9,683,133	1,056,048		10,739,181	10,739,181
TexPool	1.00%	04/01/20	32,488,666	32,488,666	6,292,968		38,781,634	38,781,634
TexSTAR	0.96%	04/01/20	57,364,487	57,364,487	8,700,599		66,065,086	66,065,086
WallisBank CD	2.77%	01/03/20	3,062,607	3,062,607		(3,062,607)	—	—
Independent Bank CD	2.88%	02/03/20	5,182,915	5,182,915		(5,182,915)	—	—
East West Bank CD	2.25%	02/03/20	4,491,891	4,491,891		(4,491,891)	—	—
BBVA Bank CD	2.25%	02/03/20	2,015,097	2,015,097		(2,015,097)	—	—
R Bank CD	2.89%	02/15/20	6,131,100	6,131,100		(6,131,100)	—	—
R Bank CD	2.15%	02/16/20	1,005,434	1,005,434		(1,005,434)	—	—
Southside Bank CD	2.65%	03/13/20	6,120,594	6,120,594		(6,120,594)	—	—
East West Bank CD	2.62%	04/01/20	5,218,095	5,218,095	34,195		5,252,290	5,252,290
T-Bill	0.00%	04/16/20	2,500,000	2,488,200	10,035		2,500,000	2,498,236
Southside Bank CD	1.82%	04/17/20	2,500,000	2,500,000	14,336		2,514,336	2,514,336
LegacyTexas Bank CD	2.91%	05/06/20	4,127,814	4,127,814	29,961		4,157,776	4,157,776
T-Bill	0.00%	05/07/20	4,900,000	4,873,475	18,858		4,900,000	4,892,333
Southside Bank CD	2.47%	05/11/20	3,037,471	3,037,471	18,911		3,056,381	3,056,381
BBVA Bank CD	2.51%	06/20/20	4,050,654	4,050,654	25,368		4,076,022	4,076,022
East West Bank CD	2.48%	07/15/20	5,089,456	5,089,456	31,565		5,121,021	5,121,021
East West Bank CD	1.72%	08/04/20	—	—	6,518,552		6,518,552	6,518,552
R Bank CD	2.10%	08/16/20	2,010,614	2,010,614	10,670		2,021,284	2,021,284
R Bank CD	1.17%	08/16/20	—	—	1,010,897		1,010,897	1,010,897
LegacyTexas Bank CD	2.66%	08/21/20	6,133,814	6,133,814	40,669		6,174,483	6,174,483
T-Bill	0.00%	10/08/20	2,500,000	2,469,646	9,795		2,500,000	2,479,441
Independent Bank CD	1.85%	10/18/20	2,500,000	2,500,000	11,652		2,511,652	2,511,652
Independent Bank CD	2.56%	11/10/20	1,012,947	1,012,947	6,528		1,019,475	1,019,475
R Bank CD	1.76%	11/19/20	—	—	2,500,000		2,500,000	2,500,000
Southside Bank CD	1.72%	11/19/20	3,216,971	3,216,971	13,947		3,230,917	3,230,917
East West Bank CD	1.71%	12/09/20	4,004,312	4,004,312	17,108		4,021,420	4,021,420
East West Bank CD	1.71%	01/08/21	—	—	3,011,829		3,011,829	3,011,829
Independent Bank CD	1.70%	02/05/21	—	—	3,100,000		3,100,000	3,100,000
R Bank CD	1.81%	02/19/21	—	—	4,000,000		4,000,000	4,000,000
Bank OZK CD	1.72%	02/26/21	—	—	6,007,921		6,007,921	6,007,921
Independent Bank CD	1.80%	04/22/21	4,100,000	4,100,000	18,590		4,118,590	4,118,590
TOTAL			\$ 204,331,420	\$ 204,262,741	\$ 44,456,742	\$ (28,009,638)	\$ 220,739,836	\$ 220,709,845

City - Market Value Comparison

Description	Maturity Date	December 31, 2019				March 31, 2020		
		Face Amount/ Par Value	Market Price	Market Value	Qtr to Qtr Change	Face Amount/ Par Value	Market Price	Market Value
JPMorgan Chase Cash	04/01/20	\$ 8,947,165	1.00	\$ 8,947,165	\$ 1,905,092	\$ 10,852,258	1.00	\$ 10,852,258
JPMorgan Chase MMA	04/01/20	433,724	1.00	433,724	151	433,875	1.00	433,875
Veritex Bank MMA	04/01/20	3,192,376	1.00	3,192,376	12,957	3,205,333	1.00	3,205,333
NexBank MMA	04/01/20	7,310,083	1.00	7,310,083	27,540	7,337,623	1.00	7,337,623
Origin Bank MMA (4)	04/01/20	9,683,133	1.00	9,683,133	1,056,048	10,739,181	1.00	10,739,181
TexPool	04/01/20	32,488,666	1.00	32,488,666	6,292,968	38,781,634	1.00	38,781,634
TexSTAR	04/01/20	57,364,487	1.00	57,364,487	8,700,599	66,065,086	1.00	66,065,086
WallisBank CD	01/03/20	3,062,607	100.00	3,062,607	(3,062,607)	—	—	—
Independent Bank CD	02/03/20	5,182,915	100.00	5,182,915	(5,182,915)	—	—	—
East West Bank CD	02/03/20	4,491,891	100.00	4,491,891	(4,491,891)	—	—	—
BBVA Bank CD	02/03/20	2,015,097	100.00	2,015,097	(2,015,097)	—	—	—
R Bank CD	02/15/20	6,131,100	100.00	6,131,100	(6,131,100)	—	—	—
R Bank CD	02/16/20	1,005,434	100.00	1,005,434	(1,005,434)	—	—	—
Southside Bank CD	03/13/20	6,120,594	100.00	6,120,594	(6,120,594)	—	—	—
East West Bank CD	04/01/20	5,218,095	100.00	5,218,095	34,195	5,252,290	100.00	5,252,290
T-Bill	04/16/20	2,500,000	99.56	2,488,933	10,990	2,500,000	100.00	2,499,923
Southside Bank CD	04/17/20	2,500,000	100.00	2,500,000	14,336	2,514,336	100.00	2,514,336
LegacyTexas Bank CD	05/06/20	4,127,814	100.00	4,127,814	29,961	4,157,776	100.00	4,157,776
T-Bill	05/07/20	4,900,000	99.47	4,873,868	25,818	4,900,000	99.99	4,899,686
Southside Bank CD	05/11/20	3,037,471	100.00	3,037,471	18,911	3,056,381	100.00	3,056,381
BBVA Bank CD	06/20/20	4,050,654	100.00	4,050,654	25,368	4,076,022	100.00	4,076,022
East West Bank CD	07/15/20	5,089,456	100.00	5,089,456	31,565	5,121,021	100.00	5,121,021
East West Bank CD	08/04/20	—	—	—	6,518,552	6,518,552	100.00	6,518,552
R Bank CD	08/16/20	2,010,614	100.00	2,010,614	10,670	2,021,284	100.00	2,021,284
R Bank CD	08/16/20	—	—	—	1,010,897	1,010,897	100.00	1,010,897
LegacyTexas Bank CD	08/21/20	6,133,814	100.00	6,133,814	40,669	6,174,483	100.00	6,174,483
T-Bill	10/08/20	2,500,000	98.82	2,470,590	28,185	2,500,000	99.95	2,498,775
Independent Bank CD	10/18/20	2,500,000	100.00	2,500,000	11,652	2,511,652	100.00	2,511,652
Independent Bank CD	11/10/20	1,012,947	100.00	1,012,947	6,528	1,019,475	100.00	1,019,475
R Bank CD	11/19/20	—	—	—	2,500,000	2,500,000	100.00	2,500,000
Southside Bank CD	11/19/20	3,216,971	100.00	3,216,971	13,947	3,230,917	100.00	3,230,917
East West Bank CD	12/09/20	4,004,312	100.00	4,004,312	17,108	4,021,420	100.00	4,021,420
East West Bank CD	01/08/21	—	—	—	3,011,829	3,011,829	100.00	3,011,829
Independent Bank CD	02/05/21	—	—	—	3,100,000	3,100,000	100.00	3,100,000
R Bank CD	02/19/21	—	—	—	4,000,000	4,000,000	100.00	4,000,000
Bank OZK CD	02/26/21	—	—	—	6,007,921	6,007,921	100.00	6,007,921
Independent Bank CD	04/22/21	4,100,000	100.00	4,100,000	18,590	4,118,590	100.00	4,118,590
TOTAL		\$ 204,331,420		\$ 204,264,811	\$ 16,473,409	\$ 220,739,836		\$ 220,738,220

City - Allocation
March 31, 2020

Book Value		Investment Total	Consolidated	2014 Revenue Water WW	Debt Service	2015 CO- Parks/Streets/ Vehicles	2015 CO- Stormwater
JPMorgan Chase Cash		\$ 10,852,258	\$ 10,852,258	\$ —	\$ —	\$ —	\$ —
JPMorgan Chase MMA		433,875	433,875	—	—	—	—
Veritex Bank MMA		3,205,333	3,205,333	—	—	—	—
NexBank MMA		7,337,623	7,337,623	—	—	—	—
Origin Bank MMA		10,739,181	4,057,314	—	—	—	—
TexPool		38,781,634	38,781,634	—	—	—	—
TexSTAR		66,065,086	16,194,709	583,421	16,064,232	137,104	310,924
East West Bank CD	04/01/20	5,252,290	5,252,290	—	—	—	—
T-Bill	04/16/20	2,498,236	2,498,236	—	—	—	—
Southside Bank CD	04/17/20	2,514,336	2,514,336	—	—	—	—
LegacyTexas Bank CD	05/06/20	4,157,776	4,157,776	—	—	—	—
T-Bill	05/07/20	4,892,333	—	—	—	—	—
Southside Bank CD	05/11/20	3,056,381	3,056,381	—	—	—	—
BBVA Bank CD	06/20/20	4,076,022	4,076,022	—	—	—	—
East West Bank CD	07/15/20	5,121,021	5,121,021	—	—	—	—
East West Bank CD	08/04/20	6,518,552	6,518,552	—	—	—	—
R Bank CD	08/16/20	2,021,284	—	—	—	—	—
R Bank CD	08/16/20	1,010,897	—	—	—	—	—
LegacyTexas Bank CD	08/21/20	6,174,483	6,174,483	—	—	—	—
T-Bill	10/08/20	2,479,441	2,479,441	—	—	—	—
Independent Bank CD	10/18/20	2,511,652	2,511,652	—	—	—	—
Independent Bank CD	11/10/20	1,019,475	1,019,475	—	—	—	—
R Bank CD	11/19/20	2,500,000	2,500,000	—	—	—	—
Southside Bank CD	11/19/20	3,230,917	3,230,917	—	—	—	—
East West Bank CD	12/09/20	4,021,420	4,021,420	—	—	—	—
East West Bank CD	01/08/21	3,011,829	3,011,829	—	—	—	—
Independent Bank CD	02/05/21	3,100,000	3,100,000	—	—	—	—
R Bank CD	02/19/21	4,000,000	4,000,000	—	—	—	—
Bank OZK CD	02/26/21	6,007,921	6,007,921	—	—	—	—
Independent Bank CD	04/22/21	4,118,590	4,118,590	—	—	—	—
Totals		\$ 220,709,845	\$ 156,233,087	\$ 583,421	\$ 16,064,232	\$ 137,104	\$ 310,924

City - Allocation
March 31, 2020

(Continued)

Book Value		2015 GO- Roads	2015 Revenue Water WW	2016 CO- Streets/ Facilities/ Equip	2016 GO- Roads	2016 Revenue Water/WW	Garey Park Donation
JPMorgan Chase Cash		\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
JPMorgan Chase MMA		—	—	—	—	—	—
Veritex Bank MMA		—	—	—	—	—	—
NexBank MMA		—	—	—	—	—	—
Origin Bank MMA		—	—	—	—	—	—
TexPool		—	—	—	—	—	—
TexSTAR		2,505,126	1,529,574	68,505	1,449,455	1,502,181	382,155
East West Bank CD	04/01/20	—	—	—	—	—	—
T-Bill	04/16/20	—	—	—	—	—	—
Southside Bank CD	04/17/20	—	—	—	—	—	—
LegacyTexas Bank CD	05/06/20	—	—	—	—	—	—
T-Bill	05/07/20	—	—	—	—	—	—
Southside Bank CD	05/11/20	—	—	—	—	—	—
BBVA Bank CD	06/20/20	—	—	—	—	—	—
East West Bank CD	07/15/20	—	—	—	—	—	—
East West Bank CD	08/04/20	—	—	—	—	—	—
R Bank CD	08/16/20	—	—	—	—	—	—
R Bank CD	08/16/20	—	—	—	—	—	—
LegacyTexas Bank CD	08/21/20	—	—	—	—	—	—
T-Bill	10/08/20	—	—	—	—	—	—
Independent Bank CD	10/18/20	—	—	—	—	—	—
Independent Bank CD	11/10/20	—	—	—	—	—	—
R Bank CD	11/19/20	—	—	—	—	—	—
Southside Bank CD	11/19/20	—	—	—	—	—	—
East West Bank CD	12/09/20	—	—	—	—	—	—
East West Bank CD	01/08/21	—	—	—	—	—	—
Independent Bank CD	02/05/21	—	—	—	—	—	—
R Bank CD	02/19/21	—	—	—	—	—	—
Bank OZK CD	02/26/21	—	—	—	—	—	—
Independent Bank CD	04/22/21	—	—	—	—	—	—
Totals		\$ 2,505,126	\$ 1,529,574	\$ 68,505	\$ 1,449,455	\$ 1,502,181	\$ 382,155

City - Allocation
March 31, 2020

(Continued)

Book Value		2017 CO Facilities/ Public Safety/ Equipment	2017 GO- Sidewalks	2017 Revenue Electric	2017 Revenue Water WW	2018 CO- Airport	2018 CO- Streets/ Facilities/ Equip
JPMorgan Chase Cash		\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
JPMorgan Chase MMA		—	—	—	—	—	—
Veritex Bank MMA		—	—	—	—	—	—
NexBank MMA		—	—	—	—	—	—
Origin Bank MMA		—	—	—	1,001,628	—	—
TexPool		—	—	—	—	—	—
TexSTAR		182,069	380,362	97,239	6,018,195	56,616	924,064
East West Bank CD	04/01/20	—	—	—	—	—	—
T-Bill	04/16/20	—	—	—	—	—	—
Southside Bank CD	04/17/20	—	—	—	—	—	—
LegacyTexas Bank CD	05/06/20	—	—	—	—	—	—
T-Bill	05/07/20	—	—	—	4,892,333	—	—
Southside Bank CD	05/11/20	—	—	—	—	—	—
BBVA Bank CD	06/20/20	—	—	—	—	—	—
East West Bank CD	07/15/20	—	—	—	—	—	—
East West Bank CD	08/04/20	—	—	—	—	—	—
R Bank CD	08/16/20	—	—	—	2,021,284	—	—
R Bank CD	08/16/20	—	—	—	1,010,897	—	—
LegacyTexas Bank CD	08/21/20	—	—	—	—	—	—
T-Bill	10/08/20	—	—	—	—	—	—
Independent Bank CD	10/18/20	—	—	—	—	—	—
Independent Bank CD	11/10/20	—	—	—	—	—	—
R Bank CD	11/19/20	—	—	—	—	—	—
Southside Bank CD	11/19/20	—	—	—	—	—	—
East West Bank CD	12/09/20	—	—	—	—	—	—
East West Bank CD	01/08/21	—	—	—	—	—	—
Independent Bank CD	02/05/21	—	—	—	—	—	—
R Bank CD	02/19/21	—	—	—	—	—	—
Bank OZK CD	02/26/21	—	—	—	—	—	—
Independent Bank CD	04/22/21	—	—	—	—	—	—
Totals		\$ 182,069	\$ 380,362	\$ 97,239	\$ 14,944,336	\$ 56,616	\$ 924,064

City - Allocation
March 31, 2020

(Continued)

Book Value		2018 GO- Parks	2018 GO- Roads	2019 CO- Streets/ Facilities/ Equip	2018 CO- Stormwater	2018 GO- Roads
JPMorgan Chase Cash		\$ —	\$ —	\$ —	\$ —	\$ —
JPMorgan Chase MMA		—	—	—	—	—
Veritex Bank MMA		—	—	—	—	—
NexBank MMA		—	—	—	—	—
Origin Bank MMA		—	—	4,716,627	—	963,612
TexPool		—	—	—	—	—
TexSTAR		559,850	11,604,502	2,605,474	438,996	2,470,336
East West Bank CD	04/01/20	—	—	—	—	—
T-Bill	04/16/20	—	—	—	—	—
Southside Bank CD	04/17/20	—	—	—	—	—
LegacyTexas Bank CD	05/06/20	—	—	—	—	—
T-Bill	05/07/20	—	—	—	—	—
Southside Bank CD	05/11/20	—	—	—	—	—
BBVA Bank CD	06/20/20	—	—	—	—	—
East West Bank CD	07/15/20	—	—	—	—	—
East West Bank CD	08/04/20	—	—	—	—	—
R Bank CD	08/16/20	—	—	—	—	—
R Bank CD	08/16/20	—	—	—	—	—
LegacyTexas Bank CD	08/21/20	—	—	—	—	—
T-Bill	10/08/20	—	—	—	—	—
Independent Bank CD	10/18/20	—	—	—	—	—
Independent Bank CD	11/10/20	—	—	—	—	—
R Bank CD	11/19/20	—	—	—	—	—
Southside Bank CD	11/19/20	—	—	—	—	—
East West Bank CD	12/09/20	—	—	—	—	—
East West Bank CD	01/08/21	—	—	—	—	—
Independent Bank CD	02/05/21	—	—	—	—	—
R Bank CD	02/19/21	—	—	—	—	—
Bank OZK CD	02/26/21	—	—	—	—	—
Independent Bank CD	04/22/21	—	—	—	—	—
Totals		\$ 559,850	\$ 11,604,502	\$ 7,322,102	\$ 438,996	\$ 3,433,948

City - Allocation
March 31, 2020

Market Value		Investment Total	Consolidated	2014 Revenue Water WW	Debt Service	2015 CO- Parks/Streets/ Vehicles	2015 CO- Stormwater
JPMorgan Chase Cash		\$ 10,852,258	\$ 10,852,258	\$ —	\$ —	\$ —	\$ —
JPMorgan Chase MMA		433,875	433,875	—	—	—	—
Veritex Bank MMA		3,205,333	3,205,333	—	—	—	—
NexBank MMA		7,337,623	7,337,623	—	—	—	—
Origin Bank MMA		10,739,181	4,057,314	—	—	—	—
TexPool		38,781,634	38,781,634	—	—	—	—
TexSTAR		66,065,086	16,194,709	583,421	16,064,232	137,104	310,924
East West Bank CD	04/01/20	5,252,290	5,252,290	—	—	—	—
T-Bill	04/16/20	2,499,923	2,499,923	—	—	—	—
Southside Bank CD	04/17/20	2,514,336	2,514,336	—	—	—	—
LegacyTexas Bank CD	05/06/20	4,157,776	4,157,776	—	—	—	—
T-Bill	05/07/20	4,899,686	—	—	—	—	—
Southside Bank CD	05/11/20	3,056,381	3,056,381	—	—	—	—
BBVA Bank CD	06/20/20	4,076,022	4,076,022	—	—	—	—
East West Bank CD	07/15/20	5,121,021	5,121,021	—	—	—	—
East West Bank CD	08/04/20	6,518,552	6,518,552	—	—	—	—
R Bank CD	08/16/20	2,021,284	—	—	—	—	—
R Bank CD	08/16/20	1,010,897	—	—	—	—	—
LegacyTexas Bank CD	08/21/20	6,174,483	6,174,483	—	—	—	—
T-Bill	10/08/20	2,498,775	2,498,775	—	—	—	—
Independent Bank CD	10/18/20	2,511,652	2,511,652	—	—	—	—
Independent Bank CD	11/10/20	1,019,475	1,019,475	—	—	—	—
R Bank CD	11/19/20	2,500,000	2,500,000	—	—	—	—
Southside Bank CD	11/19/20	3,230,917	3,230,917	—	—	—	—
East West Bank CD	12/09/20	4,021,420	4,021,420	—	—	—	—
East West Bank CD	01/08/21	3,011,829	3,011,829	—	—	—	—
Independent Bank CD	02/05/21	3,100,000	3,100,000	—	—	—	—
R Bank CD	02/19/21	4,000,000	4,000,000	—	—	—	—
Bank OZK CD	02/26/21	6,007,921	6,007,921	—	—	—	—
Independent Bank CD	04/22/21	4,118,590	4,118,590	—	—	—	—
Totals		\$ 220,738,220	\$ 156,254,108	\$ 583,421	\$ 16,064,232	\$ 137,104	\$ 310,924

City - Allocation
March 31, 2020

(Continued)

Market Value		2015 GO- Roads	2015 Revenue Water WW	2016 CO- Streets/ Facilities/ Equip	2016 GO- Roads	2016 Revenue Water/WW	Garey Park Donation
JPMorgan Chase Cash		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
JPMorgan Chase MMA		-	-	-	-	-	-
Veritex Bank MMA		-	-	-	-	-	-
NexBank MMA		-	-	-	-	-	-
Origin Bank MMA		-	-	-	-	-	-
TexPool		-	-	-	-	-	-
TexSTAR		2,505,126	1,529,574	68,505	1,449,455	1,502,181	382,155
East West Bank CD	04/01/20	-	-	-	-	-	-
T-Bill	04/16/20	-	-	-	-	-	-
Southside Bank CD	04/17/20	-	-	-	-	-	-
LegacyTexas Bank CD	05/06/20	-	-	-	-	-	-
T-Bill	05/07/20	-	-	-	-	-	-
Southside Bank CD	05/11/20	-	-	-	-	-	-
BBVA Bank CD	06/20/20	-	-	-	-	-	-
East West Bank CD	07/15/20	-	-	-	-	-	-
East West Bank CD	08/04/20	-	-	-	-	-	-
R Bank CD	08/16/20	-	-	-	-	-	-
R Bank CD	08/16/20	-	-	-	-	-	-
LegacyTexas Bank CD	08/21/20	-	-	-	-	-	-
T-Bill	10/08/20	-	-	-	-	-	-
Independent Bank CD	10/18/20	-	-	-	-	-	-
Independent Bank CD	11/10/20	-	-	-	-	-	-
R Bank CD	11/19/20	-	-	-	-	-	-
Southside Bank CD	11/19/20	-	-	-	-	-	-
East West Bank CD	12/09/20	-	-	-	-	-	-
East West Bank CD	01/08/21	-	-	-	-	-	-
Independent Bank CD	02/05/21	-	-	-	-	-	-
R Bank CD	02/19/21	-	-	-	-	-	-
Bank OZK CD	02/26/21	-	-	-	-	-	-
Independent Bank CD	04/22/21	-	-	-	-	-	-
Totals		\$ 2,505,126	\$ 1,529,574	\$ 68,505	\$ 1,449,455	\$ 1,502,181	\$ 382,155

City - Allocation
March 31, 2020

(Continued)

Market Value		2017 CO Facilities/ Public Safety/ Equipment	2017 GO- Sidewalks	2017 Revenue Electric	2017 Revenue Water WW	2018 CO- Airport	2018 CO- Streets/ Facilities/ Equip
JPMorgan Chase Cash		\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
JPMorgan Chase MMA		—	—	—	—	—	—
Veritex Bank MMA		—	—	—	—	—	—
NexBank MMA		—	—	—	—	—	—
Origin Bank MMA		—	—	—	1,001,628	—	—
TexPool		—	—	—	—	—	—
TexSTAR		182,069	380,362	97,239	6,018,195	56,616	924,064
East West Bank CD	04/01/20	—	—	—	—	—	—
T-Bill	04/16/20	—	—	—	—	—	—
Southside Bank CD	04/17/20	—	—	—	—	—	—
LegacyTexas Bank CD	05/06/20	—	—	—	—	—	—
T-Bill	05/07/20	—	—	—	4,899,686	—	—
Southside Bank CD	05/11/20	—	—	—	—	—	—
BBVA Bank CD	06/20/20	—	—	—	—	—	—
East West Bank CD	07/15/20	—	—	—	—	—	—
East West Bank CD	08/04/20	—	—	—	—	—	—
R Bank CD	08/16/20	—	—	—	2,021,284	—	—
R Bank CD	08/16/20	—	—	—	1,010,897	—	—
LegacyTexas Bank CD	08/21/20	—	—	—	—	—	—
T-Bill	10/08/20	—	—	—	—	—	—
Independent Bank CD	10/18/20	—	—	—	—	—	—
Independent Bank CD	11/10/20	—	—	—	—	—	—
R Bank CD	11/19/20	—	—	—	—	—	—
Southside Bank CD	11/19/20	—	—	—	—	—	—
East West Bank CD	12/09/20	—	—	—	—	—	—
East West Bank CD	01/08/21	—	—	—	—	—	—
Independent Bank CD	02/05/21	—	—	—	—	—	—
R Bank CD	02/19/21	—	—	—	—	—	—
Bank OZK CD	02/26/21	—	—	—	—	—	—
Independent Bank CD	04/22/21	—	—	—	—	—	—
Totals		\$ 182,069	\$ 380,362	\$ 97,239	\$ 14,951,690	\$ 56,616	\$ 924,064

City - Allocation
March 31, 2020

(Continued)

Market Value		2018 GO- Parks	2018 GO- Roads	2019 CO- Streets/ Facilities/ Equip	2018 CO- Stormwater	2018 GO- Roads
JPMorgan Chase Cash		\$ —	\$ —	\$ —	\$ —	\$ —
JPMorgan Chase MMA		—	—	—	—	—
Veritex Bank MMA		—	—	—	—	—
NexBank MMA		—	—	—	—	—
Origin Bank MMA		—	—	4,716,627	—	963,612
TexPool		—	—	—	—	—
TexSTAR		559,850	11,604,502	2,605,474	438,996	2,470,336
East West Bank CD	04/01/20	—	—	—	—	—
T-Bill	04/16/20	—	—	—	—	—
Southside Bank CD	04/17/20	—	—	—	—	—
LegacyTexas Bank CD	05/06/20	—	—	—	—	—
T-Bill	05/07/20	—	—	—	—	—
Southside Bank CD	05/11/20	—	—	—	—	—
BBVA Bank CD	06/20/20	—	—	—	—	—
East West Bank CD	07/15/20	—	—	—	—	—
East West Bank CD	08/04/20	—	—	—	—	—
R Bank CD	08/16/20	—	—	—	—	—
R Bank CD	08/16/20	—	—	—	—	—
LegacyTexas Bank CD	08/21/20	—	—	—	—	—
T-Bill	10/08/20	—	—	—	—	—
Independent Bank CD	10/18/20	—	—	—	—	—
Independent Bank CD	11/10/20	—	—	—	—	—
R Bank CD	11/19/20	—	—	—	—	—
Southside Bank CD	11/19/20	—	—	—	—	—
East West Bank CD	12/09/20	—	—	—	—	—
East West Bank CD	01/08/21	—	—	—	—	—
Independent Bank CD	02/05/21	—	—	—	—	—
R Bank CD	02/19/21	—	—	—	—	—
Bank OZK CD	02/26/21	—	—	—	—	—
Independent Bank CD	04/22/21	—	—	—	—	—
Totals		\$ 559,850	\$ 11,604,502	\$ 7,322,102	\$ 438,996	\$ 3,433,948

City - Allocation
December 31, 2019

Book Value		Investment Total	Consolidated	2014 Revenue Water WW	Debt Service	2015 CO- Parks/Streets/ Vehicles	2015 CO- Stormwater
JPMorgan Chase Cash		\$ 8,947,165	\$ 8,947,165	\$ —	\$ —	\$ —	\$ —
JPMorgan Chase MMA		433,724	433,724	—	—	—	—
Veritex Bank MMA		3,192,376	3,192,376	—	—	—	—
NexBank MMA		7,310,083	7,310,083	—	—	—	—
Origin Bank MMA		9,683,133	4,034,639	—	—	—	—
TexPool		32,488,666	32,488,666	—	—	—	—
TexSTAR		57,364,487	11,821,649	762,547	3,499,073	136,642	597,255
WallisBank CD	01/03/20	3,062,607	3,062,607	—	—	—	—
Independent Bank CD	02/03/20	5,182,915	3,109,620	—	—	—	—
East West Bank CD	02/03/20	4,491,891	—	—	—	—	—
BBVA Bank CD	02/03/20	2,015,097	—	—	—	—	—
R Bank CD	02/15/20	6,131,100	6,131,100	—	—	—	—
R Bank CD	02/16/20	1,005,434	—	—	—	—	—
Southside Bank CD	03/13/20	6,120,594	6,120,594	—	—	—	—
East West Bank CD	04/01/20	5,218,095	5,218,095	—	—	—	—
T-Bill	04/16/20	2,488,200	2,488,200	—	—	—	—
Southside Bank CD	04/17/20	2,500,000	2,500,000	—	—	—	—
LegacyTexas Bank CD	05/06/20	4,127,814	4,127,814	—	—	—	—
T-Bill	05/07/20	4,873,475	—	—	—	—	—
Southside Bank CD	05/11/20	3,037,471	3,037,471	—	—	—	—
BBVA Bank CD	06/20/20	4,050,654	4,050,654	—	—	—	—
East West Bank CD	07/15/20	5,089,456	5,089,456	—	—	—	—
R Bank CD	08/16/20	2,010,614	—	—	—	—	—
LegacyTexas Bank CD	08/21/20	6,133,814	6,133,814	—	—	—	—
T-Bill	10/08/20	2,469,646	2,469,646	—	—	—	—
Independent Bank CD	10/18/20	2,500,000	2,500,000	—	—	—	—
Independent Bank CD	11/10/20	1,012,947	1,012,947	—	—	—	—
Southside Bank CD	11/19/20	3,216,971	3,216,971	—	—	—	—
East West Bank CD	12/09/20	4,004,312	4,004,312	—	—	—	—
Independent Bank CD	04/22/21	4,100,000	4,100,000	—	—	—	—
Totals		\$ 204,262,741	\$ 136,601,603	\$ 762,547	\$ 3,499,073	\$ 136,642	\$ 597,255

City - Allocation
December 31, 2019

(Continued)

Book Value		2015 GO- Roads	2015 Revenue Water WW	2016 CO- Streets/ Facilities/ Equip	2016 GO- Roads	2016 Revenue Water/WW	Garey Park Donation
JPMorgan Chase Cash		\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
JPMorgan Chase MMA		—	—	—	—	—	—
Veritex Bank MMA		—	—	—	—	—	—
NexBank MMA		—	—	—	—	—	—
Origin Bank MMA		—	—	—	—	—	—
TexPool		—	—	—	—	—	—
TexSTAR		2,496,695	1,003,886	68,274	1,470,406	1,518,041	382,066
WallisBank CD	01/03/20	—	—	—	—	—	—
Independent Bank CD	02/03/20	—	518,421	—	—	—	—
East West Bank CD	02/03/20	—	—	—	—	—	—
BBVA Bank CD	02/03/20	—	—	—	—	—	—
R Bank CD	02/15/20	—	—	—	—	—	—
R Bank CD	02/16/20	—	—	—	—	—	—
Southside Bank CD	03/13/20	—	—	—	—	—	—
East West Bank CD	04/01/20	—	—	—	—	—	—
T-Bill	04/16/20	—	—	—	—	—	—
Southside Bank CD	04/17/20	—	—	—	—	—	—
LegacyTexas Bank CD	05/06/20	—	—	—	—	—	—
T-Bill	05/07/20	—	—	—	—	—	—
Southside Bank CD	05/11/20	—	—	—	—	—	—
BBVA Bank CD	06/20/20	—	—	—	—	—	—
East West Bank CD	07/15/20	—	—	—	—	—	—
R Bank CD	08/16/20	—	—	—	—	—	—
LegacyTexas Bank CD	08/21/20	—	—	—	—	—	—
T-Bill	10/08/20	—	—	—	—	—	—
Independent Bank CD	10/18/20	—	—	—	—	—	—
Independent Bank CD	11/10/20	—	—	—	—	—	—
Southside Bank CD	11/19/20	—	—	—	—	—	—
East West Bank CD	12/09/20	—	—	—	—	—	—
Independent Bank CD	04/22/21	—	—	—	—	—	—
Totals		\$ 2,496,695	\$ 1,522,307	\$ 68,274	\$ 1,470,406	\$ 1,518,041	\$ 382,066

City - Allocation
December 31, 2019

(Continued)

Book Value		2017 CO Facilities/ Public Safety/ Equipment	2017 GO- Sidewalks	2017 Revenue Water WW	2018 CO- Airport	2018 CO- Streets/ Facilities/ Equip	2018 GO- Parks
JPMorgan Chase Cash		\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
JPMorgan Chase MMA		—	—	—	—	—	—
Veritex Bank MMA		—	—	—	—	—	—
NexBank MMA		—	—	—	—	—	—
Origin Bank MMA		—	—	—	—	—	—
TexPool		—	—	—	—	—	—
TexSTAR		182,700	1,014,543	7,535,551	56,425	1,550,576	871,680
WallisBank CD	01/03/20	—	—	—	—	—	—
Independent Bank CD	02/03/20	—	—	—	—	1,036,557	518,317
East West Bank CD	02/03/20	—	—	—	—	—	—
BBVA Bank CD	02/03/20	—	—	—	—	—	—
R Bank CD	02/15/20	—	—	—	—	—	—
R Bank CD	02/16/20	—	—	1,005,434	—	—	—
Southside Bank CD	03/13/20	—	—	—	—	—	—
East West Bank CD	04/01/20	—	—	—	—	—	—
T-Bill	04/16/20	—	—	—	—	—	—
Southside Bank CD	04/17/20	—	—	—	—	—	—
LegacyTexas Bank CD	05/06/20	—	—	—	—	—	—
T-Bill	05/07/20	—	—	4,873,475	—	—	—
Southside Bank CD	05/11/20	—	—	—	—	—	—
BBVA Bank CD	06/20/20	—	—	—	—	—	—
East West Bank CD	07/15/20	—	—	—	—	—	—
R Bank CD	08/16/20	—	—	2,010,614	—	—	—
LegacyTexas Bank CD	08/21/20	—	—	—	—	—	—
T-Bill	10/08/20	—	—	—	—	—	—
Independent Bank CD	10/18/20	—	—	—	—	—	—
Independent Bank CD	11/10/20	—	—	—	—	—	—
Southside Bank CD	11/19/20	—	—	—	—	—	—
East West Bank CD	12/09/20	—	—	—	—	—	—
Independent Bank CD	04/22/21	—	—	—	—	—	—
Totals		\$ 182,700	\$ 1,014,543	\$ 15,425,074	\$ 56,425	\$ 2,587,133	\$ 1,389,997

City - Allocation
December 31, 2019

(Continued)

Book Value		2018 GO- Roads	2018 Revenue Electric	2019 CO- Streets/ Facilities/ Equip	2018 CO- Stormwater	2018 GO- Roads
JPMorgan Chase Cash		\$ —	\$ —	\$ —	\$ —	\$ —
JPMorgan Chase MMA		—	—	—	—	—
Veritex Bank MMA		—	—	—	—	—
NexBank MMA		—	—	—	—	—
Origin Bank MMA		—	—	4,690,268	—	958,227
TexPool		—	—	—	—	—
TexSTAR		12,078,691	393,328	6,593,316	439,030	2,795,200
WallisBank CD	01/03/20	—	—	—	—	—
Independent Bank CD	02/03/20	—	—	—	—	—
East West Bank CD	02/03/20	—	—	3,482,477	—	1,009,414
BBVA Bank CD	02/03/20	2,015,097	—	—	—	—
R Bank CD	02/15/20	—	—	—	—	—
R Bank CD	02/16/20	—	—	—	—	—
Southside Bank CD	03/13/20	—	—	—	—	—
East West Bank CD	04/01/20	—	—	—	—	—
T-Bill	04/16/20	—	—	—	—	—
Southside Bank CD	04/17/20	—	—	—	—	—
LegacyTexas Bank CD	05/06/20	—	—	—	—	—
T-Bill	05/07/20	—	—	—	—	—
Southside Bank CD	05/11/20	—	—	—	—	—
BBVA Bank CD	06/20/20	—	—	—	—	—
East West Bank CD	07/15/20	—	—	—	—	—
R Bank CD	08/16/20	—	—	—	—	—
LegacyTexas Bank CD	08/21/20	—	—	—	—	—
T-Bill	10/08/20	—	—	—	—	—
Independent Bank CD	10/18/20	—	—	—	—	—
Independent Bank CD	11/10/20	—	—	—	—	—
Southside Bank CD	11/19/20	—	—	—	—	—
East West Bank CD	12/09/20	—	—	—	—	—
Independent Bank CD	04/22/21	—	—	—	—	—
Totals		\$ 14,093,788	\$ 393,328	\$ 14,766,061	\$ 439,030	\$ 4,762,840

City - Allocation
December 31, 2019

Market Value		Investment Total	Consolidated	2014 Revenue Water WW	Debt Service	2015 CO- Parks/Streets/ Vehicles	2015 CO- Stormwater
JPMorgan Chase Cash		\$ 8,947,165	\$ 8,947,165	\$ —	\$ —	\$ —	\$ —
JPMorgan Chase MMA		433,724	433,724	—	—	—	—
Veritex Bank MMA		3,192,376	3,192,376	—	—	—	—
NexBank MMA		7,310,083	7,310,083	—	—	—	—
Origin Bank MMA		9,683,133	4,034,639	—	—	—	—
TexPool		32,488,666	32,488,666	—	—	—	—
TexSTAR		57,364,487	11,821,649	762,547	3,499,073	136,642	597,255
WallisBank CD	01/03/20	3,062,607	3,062,607	—	—	—	—
Independent Bank CD	02/03/20	5,182,915	3,109,620	—	—	—	—
East West Bank CD	02/03/20	4,491,891	—	—	—	—	—
BBVA Bank CD	02/03/20	2,015,097	—	—	—	—	—
R Bank CD	02/15/20	6,131,100	6,131,100	—	—	—	—
R Bank CD	02/16/20	1,005,434	—	—	—	—	—
Southside Bank CD	03/13/20	6,120,594	6,120,594	—	—	—	—
East West Bank CD	04/01/20	5,218,095	5,218,095	—	—	—	—
T-Bill	04/16/20	2,488,933	2,488,933	—	—	—	—
Southside Bank CD	04/17/20	2,500,000	2,500,000	—	—	—	—
LegacyTexas Bank CD	05/06/20	4,127,814	4,127,814	—	—	—	—
T-Bill	05/07/20	4,873,868	—	—	—	—	—
Southside Bank CD	05/11/20	3,037,471	3,037,471	—	—	—	—
BBVA Bank CD	06/20/20	4,050,654	4,050,654	—	—	—	—
East West Bank CD	07/15/20	5,089,456	5,089,456	—	—	—	—
R Bank CD	08/16/20	2,010,614	—	—	—	—	—
LegacyTexas Bank CD	08/21/20	6,133,814	6,133,814	—	—	—	—
T-Bill	10/08/20	2,470,590	2,470,590	—	—	—	—
Independent Bank CD	10/18/20	2,500,000	2,500,000	—	—	—	—
Independent Bank CD	11/10/20	1,012,947	1,012,947	—	—	—	—
Southside Bank CD	11/19/20	3,216,971	3,216,971	—	—	—	—
East West Bank CD	12/09/20	4,004,312	4,004,312	—	—	—	—
Independent Bank CD	04/22/21	4,100,000	4,100,000	—	—	—	—
Totals		\$ 204,264,811	\$ 136,603,279	\$ 762,547	\$ 3,499,073	\$ 136,642	\$ 597,255

City - Allocation
December 31, 2019

(Continued)

Market Value		2015 GO- Roads	2015 Revenue Water WW	2016 CO- Streets/ Facilities/ Equip	2016 GO- Roads	2016 Revenue Water/WW	Garey Park Donation
JPMorgan Chase Cash		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
JPMorgan Chase MMA		-	-	-	-	-	-
Veritex Bank MMA		-	-	-	-	-	-
NexBank MMA		-	-	-	-	-	-
Origin Bank MMA		-	-	-	-	-	-
TexPool		-	-	-	-	-	-
TexSTAR		2,496,695	1,003,886	68,274	1,470,406	1,518,041	382,066
WallisBank CD	01/03/20	-	-	-	-	-	-
Independent Bank CD	02/03/20	-	518,421	-	-	-	-
East West Bank CD	02/03/20	-	-	-	-	-	-
BBVA Bank CD	02/03/20	-	-	-	-	-	-
R Bank CD	02/15/20	-	-	-	-	-	-
R Bank CD	02/16/20	-	-	-	-	-	-
Southside Bank CD	03/13/20	-	-	-	-	-	-
East West Bank CD	04/01/20	-	-	-	-	-	-
T-Bill	04/16/20	-	-	-	-	-	-
Southside Bank CD	04/17/20	-	-	-	-	-	-
LegacyTexas Bank CD	05/06/20	-	-	-	-	-	-
T-Bill	05/07/20	-	-	-	-	-	-
Southside Bank CD	05/11/20	-	-	-	-	-	-
BBVA Bank CD	06/20/20	-	-	-	-	-	-
East West Bank CD	07/15/20	-	-	-	-	-	-
R Bank CD	08/16/20	-	-	-	-	-	-
LegacyTexas Bank CD	08/21/20	-	-	-	-	-	-
T-Bill	10/08/20	-	-	-	-	-	-
Independent Bank CD	10/18/20	-	-	-	-	-	-
Independent Bank CD	11/10/20	-	-	-	-	-	-
Southside Bank CD	11/19/20	-	-	-	-	-	-
East West Bank CD	12/09/20	-	-	-	-	-	-
Independent Bank CD	04/22/21	-	-	-	-	-	-
Totals		\$ 2,496,695	\$ 1,522,307	\$ 68,274	\$ 1,470,406	\$ 1,518,041	\$ 382,066

City - Allocation
December 31, 2019

(Continued)

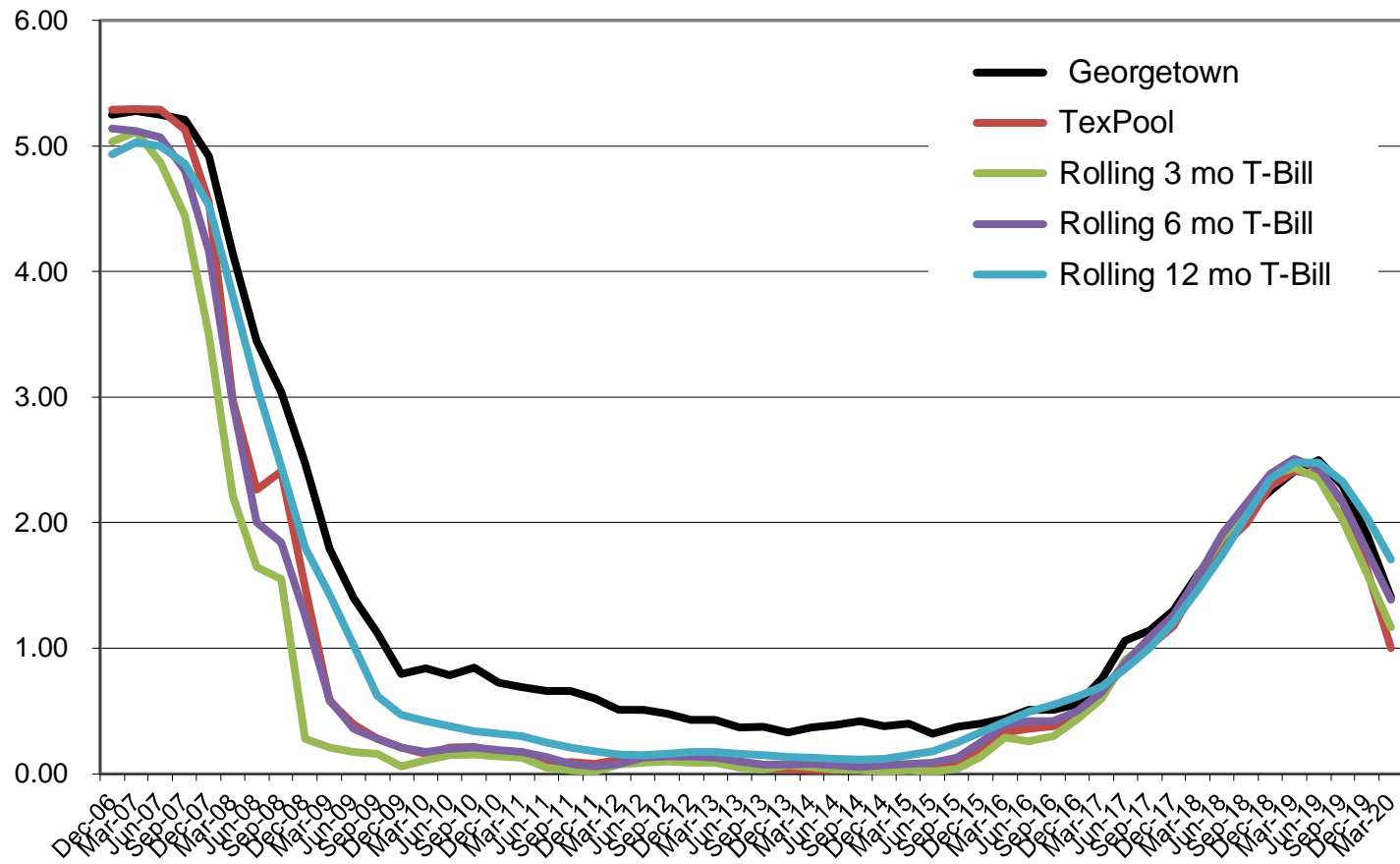
Market Value		2017 CO Facilities/ Public Safety/ Equipment	2017 GO- Sidewalks	2017 Revenue Water WW	2018 CO- Airport	2018 CO- Streets/ Facilities/ Equip	2018 GO- Parks
JPMorgan Chase Cash		\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
JPMorgan Chase MMA		—	—	—	—	—	—
Veritex Bank MMA		—	—	—	—	—	—
NexBank MMA		—	—	—	—	—	—
Origin Bank MMA		—	—	—	—	—	—
TexPool		—	—	—	—	—	—
TexSTAR		182,700	1,014,543	7,535,551	56,425	1,550,576	871,680
WallisBank CD	01/03/20	—	—	—	—	—	—
Independent Bank CD	02/03/20	—	—	—	—	1,036,557	518,317
East West Bank CD	02/03/20	—	—	—	—	—	—
BBVA Bank CD	02/03/20	—	—	—	—	—	—
R Bank CD	02/15/20	—	—	—	—	—	—
R Bank CD	02/16/20	—	—	1,005,434	—	—	—
Southside Bank CD	03/13/20	—	—	—	—	—	—
East West Bank CD	04/01/20	—	—	—	—	—	—
T-Bill	04/16/20	—	—	—	—	—	—
Southside Bank CD	04/17/20	—	—	—	—	—	—
LegacyTexas Bank CD	05/06/20	—	—	—	—	—	—
T-Bill	05/07/20	—	—	4,873,868	—	—	—
Southside Bank CD	05/11/20	—	—	—	—	—	—
BBVA Bank CD	06/20/20	—	—	—	—	—	—
East West Bank CD	07/15/20	—	—	—	—	—	—
R Bank CD	08/16/20	—	—	2,010,614	—	—	—
LegacyTexas Bank CD	08/21/20	—	—	—	—	—	—
T-Bill	10/08/20	—	—	—	—	—	—
Independent Bank CD	10/18/20	—	—	—	—	—	—
Independent Bank CD	11/10/20	—	—	—	—	—	—
Southside Bank CD	11/19/20	—	—	—	—	—	—
East West Bank CD	12/09/20	—	—	—	—	—	—
Independent Bank CD	04/22/21	—	—	—	—	—	—
Totals		\$ 182,700	\$ 1,014,543	\$ 15,425,467	\$ 56,425	\$ 2,587,133	\$ 1,389,997

City - Allocation
December 31, 2019

(Continued)

Market Value		2018 GO- Roads	2018 Revenue Electric	2019 CO- Streets/ Facilities/ Equip	2018 CO- Stormwater	2018 GO- Roads
JPMorgan Chase Cash		\$ —	\$ —	\$ —	\$ —	\$ —
JPMorgan Chase MMA		—	—	—	—	—
Veritex Bank MMA		—	—	—	—	—
NexBank MMA		—	—	—	—	—
Origin Bank MMA		—	—	4,690,268	—	958,227
TexPool		—	—	—	—	—
TexSTAR		12,078,691	393,328	6,593,316	439,030	2,795,200
WallisBank CD	01/03/20	—	—	—	—	—
Independent Bank CD	02/03/20	—	—	—	—	—
East West Bank CD	02/03/20	—	—	3,482,477	—	1,009,414
BBVA Bank CD	02/03/20	2,015,097	—	—	—	—
R Bank CD	02/15/20	—	—	—	—	—
R Bank CD	02/16/20	—	—	—	—	—
Southside Bank CD	03/13/20	—	—	—	—	—
East West Bank CD	04/01/20	—	—	—	—	—
T-Bill	04/16/20	—	—	—	—	—
Southside Bank CD	04/17/20	—	—	—	—	—
LegacyTexas Bank CD	05/06/20	—	—	—	—	—
T-Bill	05/07/20	—	—	—	—	—
Southside Bank CD	05/11/20	—	—	—	—	—
BBVA Bank CD	06/20/20	—	—	—	—	—
East West Bank CD	07/15/20	—	—	—	—	—
R Bank CD	08/16/20	—	—	—	—	—
LegacyTexas Bank CD	08/21/20	—	—	—	—	—
T-Bill	10/08/20	—	—	—	—	—
Independent Bank CD	10/18/20	—	—	—	—	—
Independent Bank CD	11/10/20	—	—	—	—	—
Southside Bank CD	11/19/20	—	—	—	—	—
East West Bank CD	12/09/20	—	—	—	—	—
Independent Bank CD	04/22/21	—	—	—	—	—
Totals		\$ 14,093,788	\$ 393,328	\$ 14,766,061	\$ 439,030	\$ 4,762,840

City of Georgetown Historical Yields





Georgetown Economic Development Corporation (GEDCO)

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2020

**Prepared by
Valley View Consulting, L.L.C.**

The investment portfolio of the Georgetown Economic Development Corporation (GEDCO) is in compliance with the Texas Public Funds Investment Act and the Investment Policy and Strategies.

Elaine Wilson
Controller

Leigh Wallace
Finance Director

Karrie Pursley
Treasurer

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Summary

Quarter End Results by Investment Category:

Asset Type	December 31, 2019		March 31, 2020		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
MMA	\$ 2,116,764	\$ 2,116,764	\$ 2,125,358	\$ 2,125,358	1.31%
Pools	6,485,764	6,485,764	4,886,433	4,886,433	1.06%
Certificates of Deposit	—	—	2,000,000	2,000,000	1.70%
	\$ 8,602,528	\$ 8,602,528	\$ 9,011,792	\$ 9,011,792	1.26%

Quarter End Average Yield (1)

Total Portfolio	1.26%
Rolling Three Month Treasury	1.17%
Rolling Six Month Treasury	1.39%
TexPool	1.00%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	1.45%
Rolling Three Month Treasury	1.38%
Rolling Six Month Treasury	1.58%
TexPool	1.31%

Interest income provided in separate report.

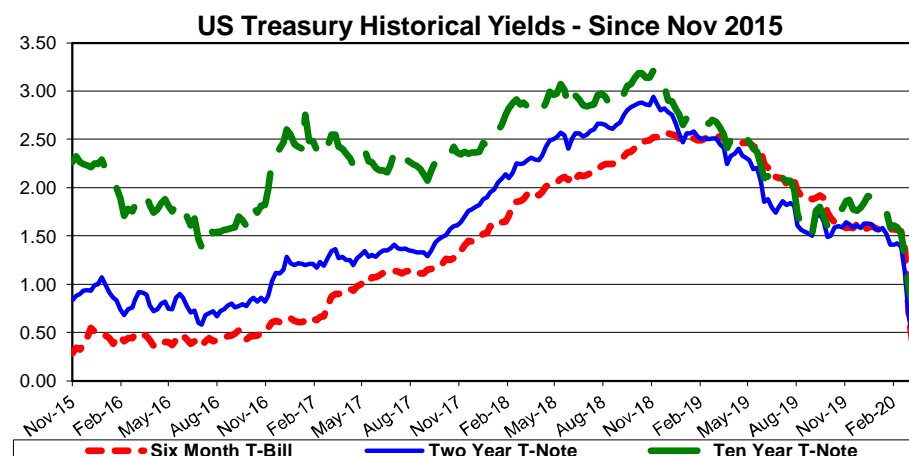
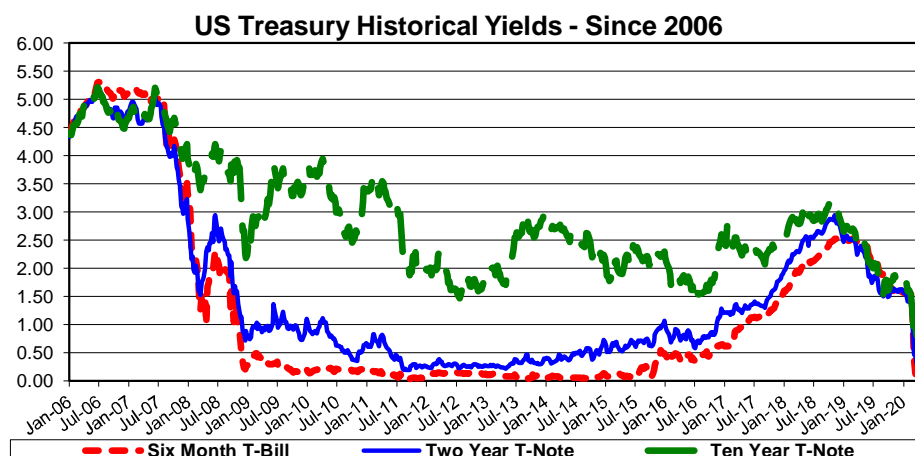
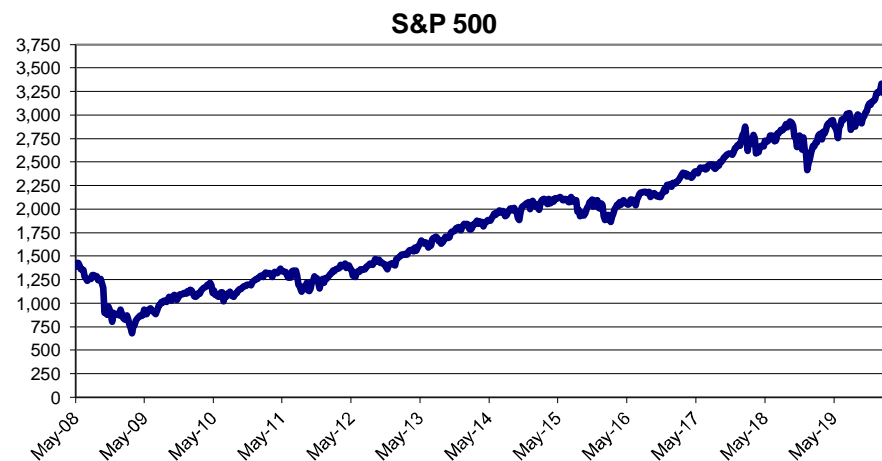
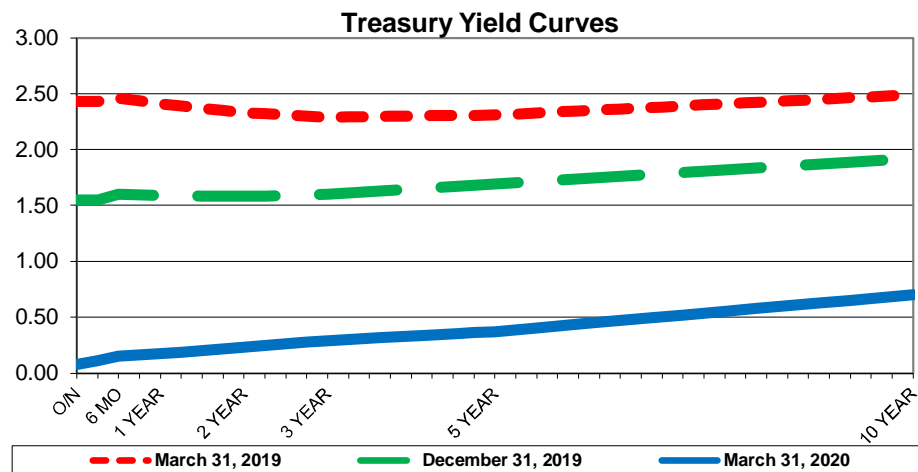
(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

3/31/2020

Due to COVID-19 pandemic concerns, the Federal Open Market Committee (FOMC) dramatically reduced the Fed Funds target range to 0.00% to 0.25% (Effective Fed Funds are trading +/- 0.10%). Worldwide economic activity has collapsed because of Coronavirus "social isolation" and other related actions. The Yield Curve plummeted. Crude oil declined severely to less than \$25 per barrel. Unemployment claims leaped to over 10 million. The Stock Market "corrected" into a full bear market. U.S. monetary and fiscal programs are designed to stabilize and improve near term economic conditions. Time will tell how long the pandemic lasts and full recovery takes.



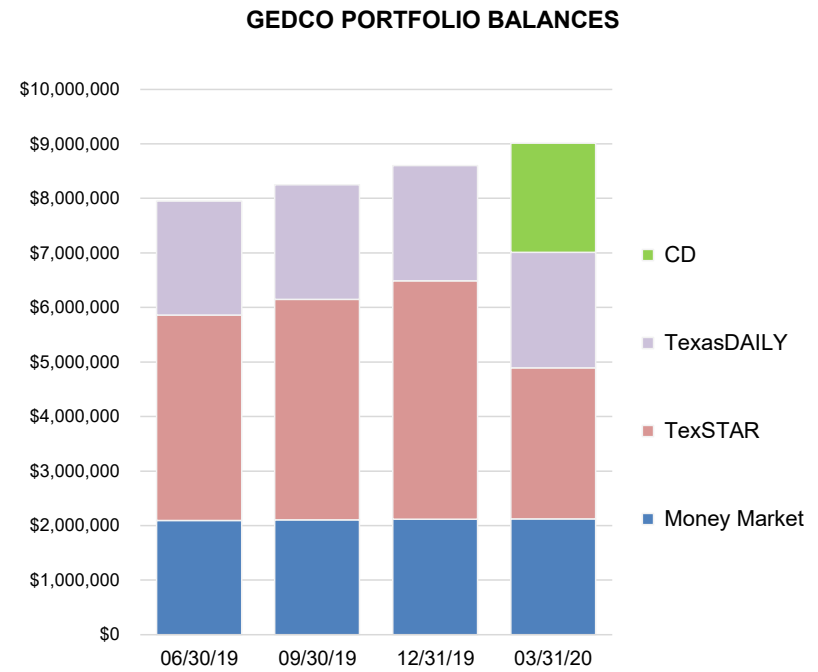
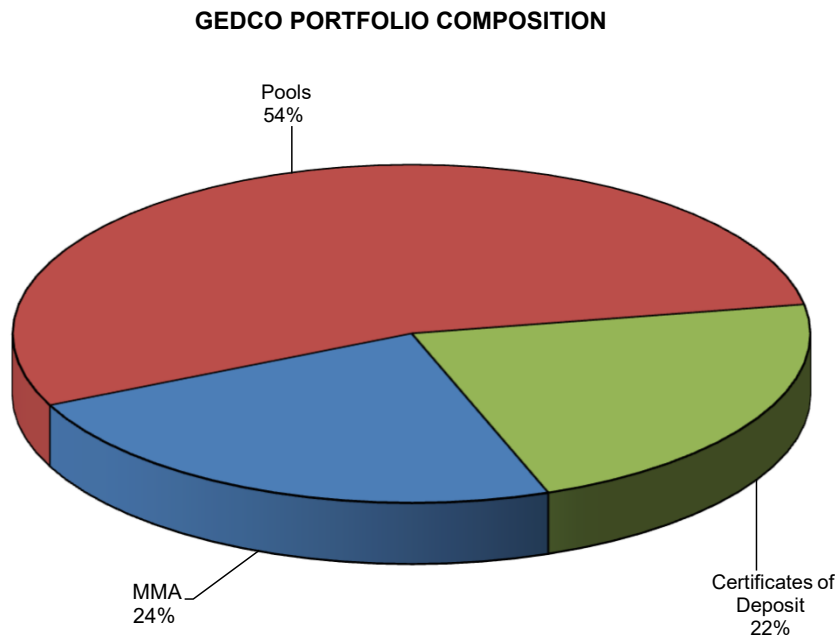
Investment Holdings

March 31, 2020

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Face Amount/ Par Value	Book Value	Market Price	Market Value	Life (Day)	Yield
Veritex Bank MMA		1.31%	04/01/20	03/31/20	\$ 2,125,358	\$ 2,125,358	1.00	\$ 2,125,358	1	1.31%
TexasDAILY	AAAm	1.20%	04/01/20	03/31/20	2,121,273	2,121,273	1.00	2,121,273	1	1.20%
TexSTAR	AAAm	0.96%	04/01/20	03/31/20	2,765,160	2,765,160	1.00	2,765,160	1	0.96%
Independent Bank		1.70%	02/05/21	02/05/20	2,000,000	2,000,000	100.00	2,000,000	311	1.70%
					\$ 9,011,792	\$ 9,011,792				
									70	1.26%
									(1)	(2)

(1) Weighted average life - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools, and money market funds.



Book & Market Value Comparison

Description	Coupon/ Discount	Maturity Date	December 31, 2019		Purchases/ Adjustments	Sales/Adjust/ Call/Maturity	March 31, 2020	
			Face Amount/ Par Value	Book Value			Face Amount/ Par Value	Book Value
Veritex Bank MMA	1.31%	04/01/20	\$ 2,116,764	\$ 2,116,764	\$ 8,594	\$ —	\$ 2,125,358	\$ 2,125,358
TexasDAILY	1.20%	04/01/20	2,113,585	2,113,585	7,688		2,121,273	2,121,273
TexSTAR	0.96%	04/01/20	4,372,178	4,372,178		(1,607,019)	2,765,160	2,765,160
Independent Bank	1.70%	02/05/21			2,000,000		2,000,000	2,000,000
TOTAL			\$ 8,602,528	\$ 8,602,528	\$ 2,016,282	\$ (1,607,019)	\$ 9,011,792	\$ 9,011,792



Georgetown Transportation Enhancement Corporation (GTEC)
QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2020

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the Georgetown Transportation Enhancement Corporation (GTEC) is in compliance with the Texas Public Funds Investment Act and the Investment Policy and Strategies.

A handwritten signature in black ink, appearing to read 'Elaine Wilson'.

Elaine Wilson
Controller

A handwritten signature in black ink, appearing to read 'Leigh Wallace'.

Leigh Wallace
Finance Director

A handwritten signature in black ink, appearing to read 'Karrie Pursley'.

Karrie Pursley
Treasurer

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Summary

Quarter End Results by Investment Category:

Asset Type	December 31, 2019		March 31, 2020		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
Pools/MMAs	\$ 16,317,230	\$ 16,317,230	\$19,994,093	\$ 19,994,093	1.15%
CDs/Securities	5,253,984	5,253,984	3,208,607	3,208,607	1.73%
Totals	\$ 21,571,214	\$ 21,571,214	\$23,202,700	\$ 23,202,700	1.23%

<u>Quarter End Average Yield (1)</u>	
Total Portfolio	1.23%
Rolling Three Month Treasury	1.17%
Rolling Six Month Treasury	1.39%
TexPool	1.00%

<u>Fiscal Year-to-Date Average Yield (2)</u>	
Total Portfolio	1.59%
Rolling Three Month Treasury	1.38%
Rolling Six Month Treasury	1.58%
TexPool	1.33%

Interest data provided in separate report.

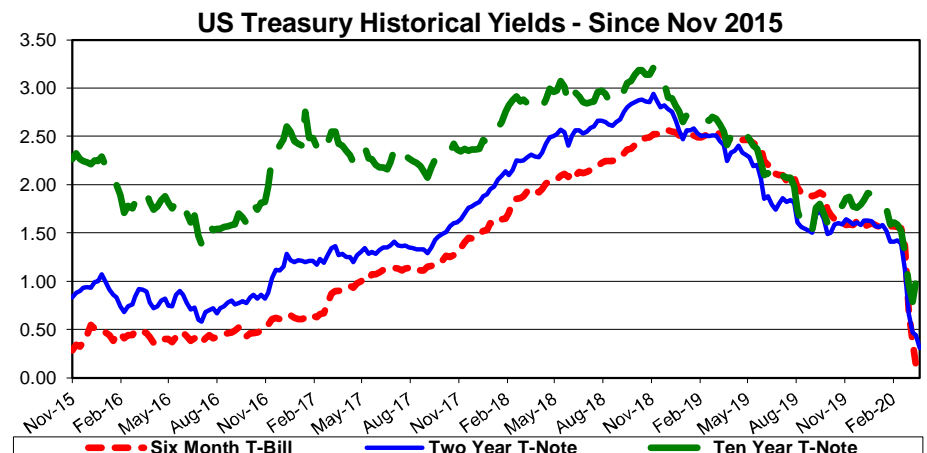
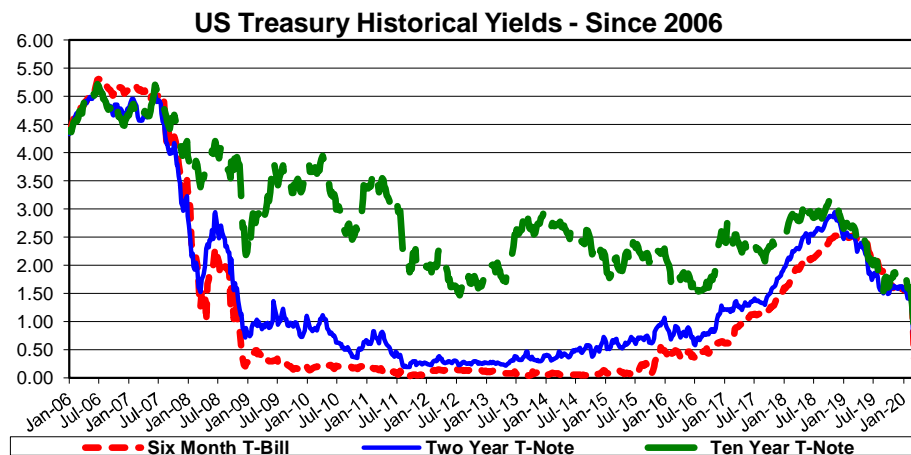
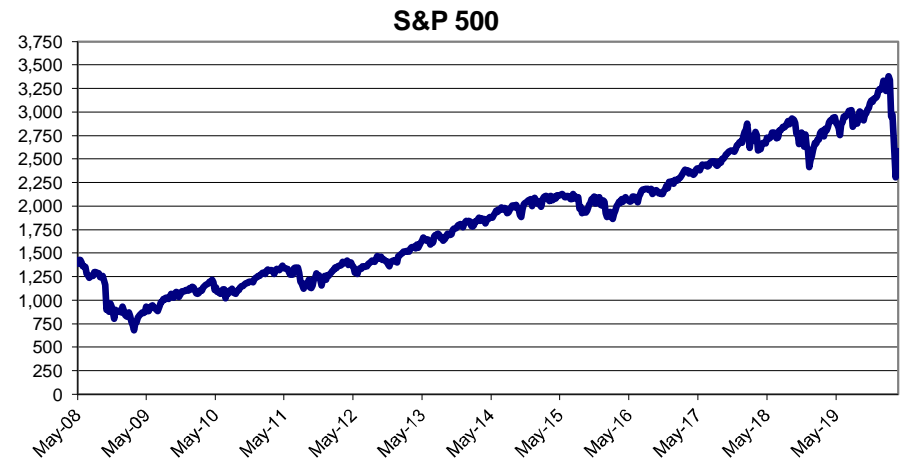
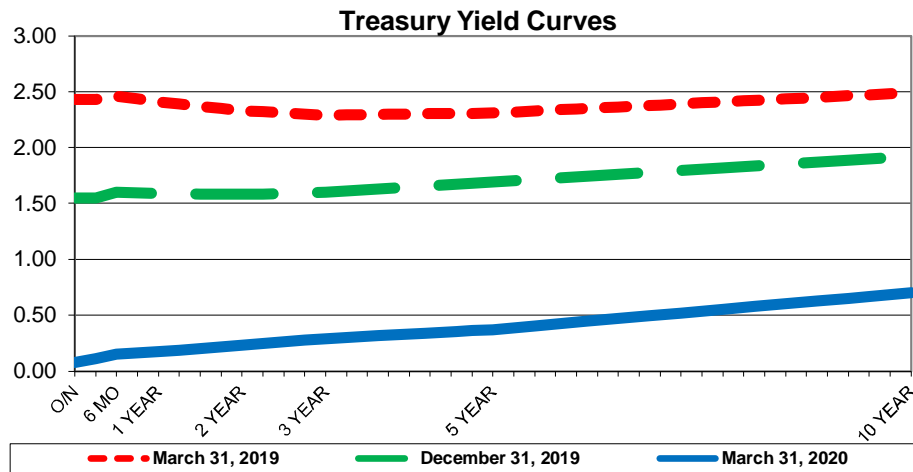
(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

3/31/2020

Due to COVID-19 pandemic concerns, the Federal Open Market Committee (FOMC) dramatically reduced the Fed Funds target range to 0.00% to 0.25% (Effective Fed Funds are trading +/- 0.10%). Worldwide economic activity has collapsed because of Coronavirus "social isolation" and other related actions. The Yield Curve plummeted. Crude oil declined severely to less than \$25 per barrel. Unemployment claims leaped to over 10 million. The Stock Market "corrected" into a full bear market. U.S. monetary and fiscal programs are designed to stabilize and improve near term economic conditions. Time will tell how long the pandemic lasts and full recovery takes.



Investment Holdings

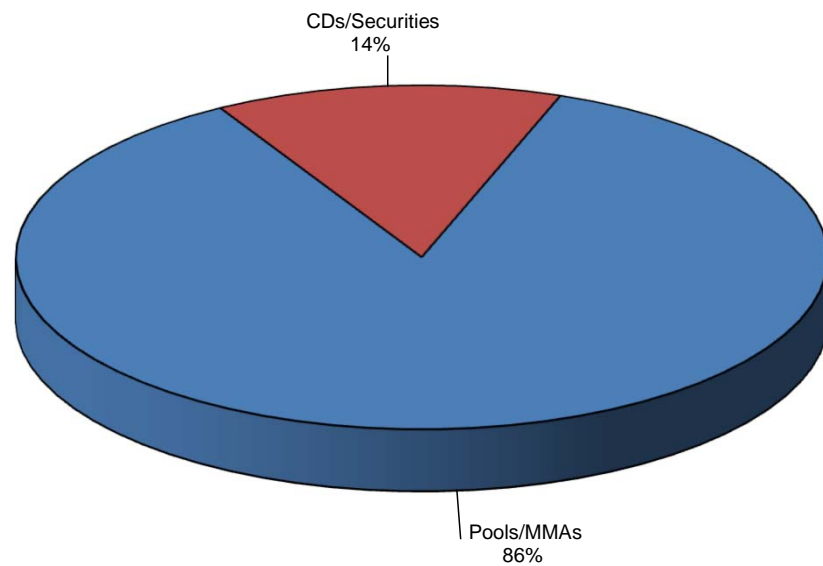
March 31, 2020

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Face Amount/ Par Value	Book Value	Market Price	Market Value	Life (Day)	Yield
TexPool	AAAm	1.00%	04/01/20	03/31/20	\$ 6,658,162	\$ 6,658,162	1.00	\$ 6,658,162	1	1.00%
TexSTAR	AAAm	0.96%	04/01/20	03/31/20	8,625,460	8,625,460	1.00	8,625,460	1	0.96%
Origin Bank MMA		2.25%	04/01/20	03/31/20	2,028,657	2,028,657	1.00	2,028,657	1	2.25%
Veritex Bank MMA		1.31%	04/01/20	03/31/20	2,681,814	2,681,814	1.00	2,681,814	1	1.31%
East West Bank CD		1.72%	08/04/20	02/04/20	3,208,607	3,208,607	100.00	3,208,607	126	1.73%
					\$ 23,202,700	\$ 23,202,700		\$ 23,202,700	18	1.23%
									(1)	(2)

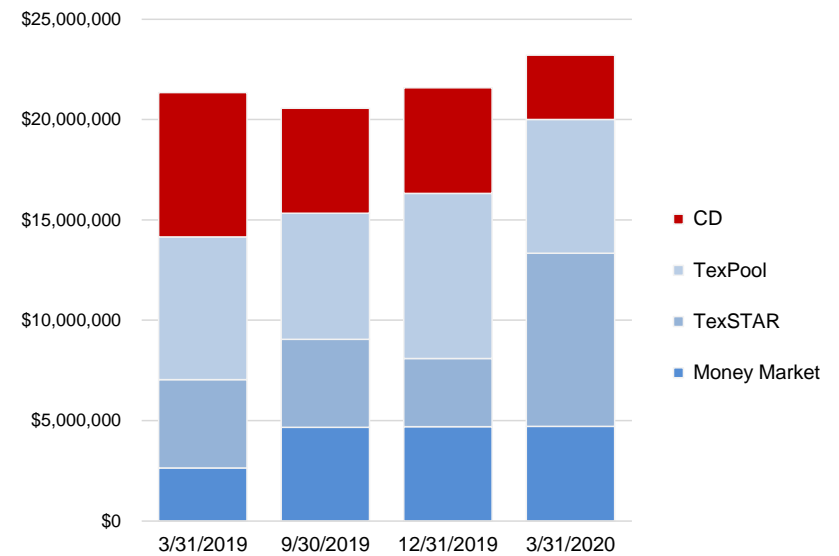
(1) **Weighted average life** - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools, and money market funds.

GTEC PORTFOLIO COMPOSITION



GTEC PORTFOLIO BALANCES



Book Value Comparison

Description	Coupon/ Discount	Maturity Date	December 31, 2019		Purchases/ Adjustments	Sales/Adjust/ Call/Maturity	March 31, 2020	
			Face Amount/ Par Value	Book Value			Face Amount/ Par Value	Book Value
TexPool	1.00%	04/01/20	\$ 8,228,703	\$ 8,228,703	\$ —	\$ (1,570,541)	\$ 6,658,162	\$ 6,658,162
TexSTAR	0.96%	04/01/20	3,400,236	3,400,236	5,225,224		8,625,460	8,625,460
Origin Bank MMA	2.25%	04/01/20	2,017,319	2,017,319	11,337		2,028,657	2,028,657
Veritex Bank MMA	1.31%	04/01/20	2,670,972	2,670,972	10,842		2,681,814	2,681,814
R Bank CD	2.67%	02/21/20	3,213,625	3,213,625		(3,213,625)	—	—
Southside Bank CD	2.68%	02/21/20	2,040,358	2,040,358		(2,040,358)	—	—
East West Bank CD	1.72%	08/04/20	—	—	3,208,607		3,208,607	3,208,607
TOTAL			\$ 21,571,214	\$ 21,571,214	\$ 8,456,010	\$ (6,824,525)	\$ 23,202,700	\$ 23,202,700

Market Value Comparison

Description	Coupon/ Discount	Maturity Date	December 31, 2019		Qtr to Qtr Change	March 31, 2020	
			Face Amount/ Par Value	Market Value		Face Amount/ Par Value	Market Value
TexPool	1.00%	04/01/20	\$ 8,228,703	\$ 8,228,703	\$ (1,570,541)	\$ 6,658,162	\$ 6,658,162
TexSTAR	0.96%	04/01/20	3,400,236	3,400,236	5,225,224	8,625,460	8,625,460
Origin Bank MMA	2.25%	04/01/20	2,017,319	2,017,319	11,337	2,028,657	2,028,657
Veritex Bank MMA	1.31%	04/01/20	2,670,972	2,670,972	10,842	2,681,814	2,681,814
R Bank CD	2.67%	02/21/20	3,213,625	3,213,625	(3,213,625)	—	—
Southside Bank CD	2.68%	02/21/20	2,040,358	2,040,358	(2,040,358)	—	—
East West Bank CD	1.72%	08/04/20	—	—	3,208,607	3,208,607	3,208,607
TOTAL			\$ 21,571,214	\$ 21,571,214	\$ 1,631,486	\$ 23,202,700	\$ 23,202,700

CITY OF GEORGETOWN

Grant/Federal Funding Report as of March 31, 2020

Active

Department	Federal Grantor	Pass-Through Agency	Identifying Number	COG Name/Purpose	YTD Expenditures	YTD Revenue Recognized
Airport	N/A	Texas Department of Transportation-Aviation	M1914GEOR	RAMP Grant - Routine Airport Maintenance Program	25,247.80	-
Airport	Federal Aviation Administration	Texas Department of Transportation-Aviation	1814GRGTN	Runway 18/36 Rehabilitation-Engineering	-	-
Airport	Federal Aviation Administration	Texas Department of Transportation-Aviation	1814GEORG	Runway 18/36 Rehabilitation-Construction	-	-
Airport	Federal Aviation Administration	Texas Department of Transportation-Aviation	1914GEORG	Taxiway Lighting Project	22,860.00	20,574.00
Fire	US Department of Homeland Security	Federal Emergency Management Agency	EMW-2017-FH-00496	SAFER	491,656.35	368,742.26
Fire	Federal Emergency Management Agency	Texas Department of Public Safety - TDEM		TEEX Tracy Ryan Deployment Urban Search and Rescue (US&R)	-	12,207.45
Planning	US Department of Housing & Urban Development	Williamson County	B-17-UC-48-0502	CDBG Sidewalks and Ramps along 17th St	123,650.75	123,650.75
Planning	US Department of Housing & Urban Development	Williamson County		CDBG Home Repair	-	-
Police	Bureau of Justice Assistance	N/A	KXPPIIA	Bullet Proof Vests - Supply Police with new vests	-	-
Police	US. Department of Justice	N/A	TX2460200	Equitable Sharing Agreement	34,791.00	-
Police	US. Department of Treasury	N/A	TX2460200	Equitable Sharing Agreement	11,117.24	12,339.76
Public Works	Dept. of Transportation /Federal Highway Administration	Texas Department of Transportation	CSJ-0914-05-187	Highway Planning & Construction (Austin Ave Bridge)	12,140.65	-
Public Works	Dept. of Transportation /Federal Highway Administration	Texas Department of Transportation	CSJ-0914-05-200,201,202	Highway Planning & Construction (Williams Dr Corridor)	-	-
Parks	Texas Parks and Wildlife Department (TPWD)	Federal Highway Administration	RT017010	Recreation San Gabriel Trails	\$ 173,682.22	-

Reviewed By: Elaine Wilson



CITY OF GEORGETOWN
Long-term Commitments, Reservations, and Other Unfunded Liabilities
3/31/2020

Unfunded Liability & Commitments	Financial Impact/Notes	Status Updates - 12/31/19	Status Updates - 3/31/20
Cemetery Special Revenue Fund	Currently cemetery operations are self-funded through plot sales of approximately \$50K per year. The cemetery is managed through Parks Administration. In 2015, Council elected to reserve \$75,000 annually for future costs associated with maintaining the property. The General Fund has made this transfer in since FY 2016.	There has been no change during this quarter.	No change
Unfunded Actuarial Accrued Liability (UAAL)	Recognizes the outstanding liability for the City's employee retirement plan through TMRS. The City contributes monthly to fund the UAAL, based on an annual percentage of payroll. Actual % of payroll costs is recognized within each fund. The UAAL is provided by TMRS and lags one year.	As of 9/30/2019, the net pension liability is \$28.8 million and is 81.41% funded. The 2020 total combined contribution rate is 12.26%. This increase is due to a change in the discount rate.	No change
Other Post Employee Benefits (OPEB)	While the City has no obligation to offer additional retiree benefits, retirees are eligible to participate in the City's health insurance program. That ability represents a subsidy that impacts health insurance costs to the City. Retirees pay their monthly premiums to the self insurance fund, which then processes their health insurance claims.	OPEB liability as of 9/30/2019 is \$3.3 million. This is a combination of sudden death benefits as well as post-retirement healthcare.	No change
Compensated Absence	Future costs associated with benefits such as vacation, and sick leave for City employees. Compensated Absence is accrued annually to each proprietary fund type on a GAAP basis and accounted for on the balance sheet of each fund. For governmental funds (and for budgetary basis), the expense is recognized when due and payable. The City keeps a reserve in the General Fund to help offset large payouts for long-term employees. The reserve is used as needed, and annually replenished or increased based on known risk.	Compensated absences as of 9/30/2019 are \$7.5 million. This increase is due to more time being earned than used in FY19. In FY2020, the budgeted reserve was increased to \$340,000.	No change
Electric Fund Rate Stabilization Reserve	Intended to mitigate potential rate impacts due to increased fuel costs or other external factors. The RSR is maintained within the Electric Fund.	Purchased Power expenses for the cumulative first quarter are on track compared to the budget for FY2020. Revenues are also tracking above budget, helping to restore positive cash flow to the fund.	No change

Unfunded Liability & Commitments	Financial Impact/Notes	Status Updates - 12/31/19	Status Updates - 3/31/20
Airport Maintenance	Fund on-going maintenance of the Airport grounds, runways and taxi ways. Terminal and Tower included in Facilities ISF. An Airport Master Plan was developed to address long term capital maintenance project prioritization.	We have none at this time.	No change
Americans with Disabilities Act (ADA) Compliance Needs	As facilities are built or repurposed, meeting ADA compliance will be included in Project Costs. Funding for program expansion will be needed (General Fund sources). The City has an adopted policy, as required by Federal Law, that it will make reasonable accommodations and modifications to ensure that people with disabilities have an equal opportunity to enjoy its programs, services, and activities. The City does not maintain a reserve for these modifications.	There are currently no changes to the ADA plan.	No change
Sidewalk Maintenance & Masterplan	Currently, new sidewalks are built as development occurs. Repairs are funded as needed or if funding is available, when major roads are repaired. Useful life of a sidewalk is estimated at 40 to 50 years. The largest revenue source comes from the City's General Fund, but there has been some debt funding as well.	Debt funded projects: Old Town NE Sidewalk – Contractor has installed the 8' sidewalk along 7th street from Myrtle to College. Sidewalk has also been installed along Ash St, College Street, 6th Street and 8th Streets. Utility relocations along 7th street between College and Pine are being scheduled at this time. Estimated completion of the project is the end of March 2020. Austin Ave Sidewalks (Leander to Hwy 29) – Project is complete and closed out.	Old Town NE Sidewalk - Contractor has completed 95% of the project. All sidewalk and pedestrian ramps are in place. TDLR inspection and walk-through to be completed in Mid-May. Contractor to address any punch list items.
Park Equipment Maintenance & Replacement	Over the past 5 years, funding for Park Maintenance and Replacement has increased. \$200K transfer from General Fund included in FY2018 budget. Staff has listed all assets & developed replacement schedule funded by the General Fund.	Funding was provided at \$394K in the FY20 budget for capital repair and maintenance covering the full amount of replacement and repair needs. Projects are underway to complete the items listed.	No change
Radio Equipment Replacement	Communication system consisting of 500 on-body and in-vehicle radios for Police, Fire, parks and utilities. Replacement radios are compatible with newer technology. The replacement takes place over 5 years due to cost and is funded with certificate of obligation debt.	Staff is preparing the procurement.	No change

Unfunded Liability & Commitments	Financial Impact/Notes	Status Updates - 12/31/19	Status Updates - 3/31/20
Street Maintenance	The City funds street maintenance in the General Fund, supplemented by a 1/8th Street Sales Tax special revenue fund. In 2017 and 2018, the Council and GTAB reviewed various methods for enhanced street maintenance and costs. Direction from Council is to use high performance surface seals and pavement wearing courses and begin programmatically addressing the street network's deferred maintenance backlog, creating a need for approximately \$2 million more per year for street maintenance.	No change.	No change
Fiber Asset Allocation	Network fiber infrastructure is installed across the City. Traditionally, the Electric Fund has installed and maintained the network. In reviewing all costs for the Electric Fund, the City has begun moving the fiber asset to the IT Fund. Staff must develop a multi-year strategy to complete the asset transfer and allocate costs for maintenance.	The IT Director is updating the annual and forecasted allocation model to absorb the asset. Staff will present a plan in the FY 2021 budget development process.	No change

City of Georgetown, Texas
City Council Regular Meeting
May 26, 2020

SUBJECT:

Consideration and possible action authorizing the application of the Coronavirus Aid, Relief, and Economic Security **(CARES) Act funding of \$157,000.00** through **U.S. Federal Aviation Agency** and **Texas Department of Transportation** for **eligible purposes** at the airport -- Leigh Wallace, Finance Director

ITEM SUMMARY:

Staff requests Council approve the application of this grant funding. The Federal Aviation Authority (FAA) and Texas Department of Transportation (TXDOT) are finalizing the application and administration process. Based on the distribution formula, Georgetown is eligible for approximately \$157,000 to use toward COVID-19 response expenditures as well as improvements at the airports allowed under FAA rules. The grant period is four years.

As more information becomes available and projects are prioritized, planned expenditures may change. However, at this time, planned uses at the airport include a combination of the following:

1. Purchase of Tracked Loader
2. Purchase of Utility Trailer
3. Purchase of Kubota RTV
4. Purchase of Emergency Generators
5. Install Taxiway Edge Lighting (LED)
6. Install Wildlife/Cattle Guards at entry gates (wildlife hazard mitigation)
7. Upgrade/replace existing oil storage tank

FINANCIAL IMPACT:

There is no match requirement.

SUBMITTED BY:

Leigh Wallace, Finance Director

ATTACHMENTS:

FAQ's

CARES Act Amounts

CARES Act Eligible Expenses



Federal Aviation Administration

CARES Act Airport Grants – Frequently Asked Questions

This document answers frequently asked questions (FAQs) stakeholders may have related to the approximately \$10 billion in grants for airports under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

The FAA has additional information unrelated to CARES Act grants for airport sponsors considering COVID-19 restrictions or accommodations. That information is available at www.faa.gov/airports.

The guidance here is not legally binding in its own right and will not be relied upon by the Federal Aviation Administration (FAA) as a separate basis for affirmative enforcement action or other administrative penalty. Conformity with this guidance, as distinct from existing statutes, regulations, and grant assurances, is voluntary only, and nonconformity will not affect existing rights and obligations.

These FAQs will be updated periodically.

General Questions

Q1: How does the Coronavirus Aid, Relief, and Economic Security (CARES) Act benefit airports?

A: Title XII of Division B of the CARES Act provides approximately \$10 billion to support U.S. airports experiencing severe economic disruption caused by the COVID-19 public health emergency. This funding will be distributed to airports to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency.

Q2: Who is eligible to receive funding?

A: These funds are available only to sponsors as defined in section 47102 of title 49, United States Code (U.S.C.); that is, airport sponsors meeting statutory and policy requirements under this section and identified in the FAA's current National Plan of Integrated Airport Systems (NPIAS).

Q3: Where is this funding coming from?

A: The funds are coming directly from the U.S. Treasury's General Fund to prevent, prepare for, and respond to the impacts of the COVID-19 public health

emergency. The FAA's Office of Airports will administer these grant funds to airport sponsors.

Q4: What is the period of availability to obligate or spend CARES Act funding?

A: Funds are available until expended. There is no deadline for the FAA to obligate funds available under the CARES Act. Nevertheless, the FAA intends to award grants and obligate these funds on an expedited basis. The FAA encourages airport sponsors to spend funds expeditiously to reduce the adverse impacts of the current public health emergency.

Q5: Is there a deadline by which funds for operating expenses must be used?

A: Yes, the period of performance for the CARES Act grants is four years. Pursuant to 2 C.F.R. section 200.309, a sponsor may charge to the grant only allowable costs incurred during the period of performance. Funds not expended within the four-year period of performance are subject to recovery by the FAA. In addition, grants for operating expenses may not include activities prior to January 20, 2020.

Q6: How will this funding be allocated to airport sponsors?

A: The \$10 billion in funding is divided into four groups. The CARES Act establishes formulas for each group to allocate the funds to specific airports. Because the CARES Act allocates all funds by formula or to increase the Federal share for grants funded under fiscal year (FY) 2020 appropriations, none of these funds are discretionary. These four groups are:

- (1) 100% Federal share for 2020 Airport Improvement Program (AIP) Grants. At least \$500 million is available to increase the Federal share to 100% for grants awarded under the fiscal year (FY) 2020 appropriations cycle for FY 2020 AIP and FY 2020 Supplemental Discretionary grants. The Federal share for FY 2018 and 2019 Supplemental Discretionary grants will not increase.
- (2) Commercial Service Airports. At least \$7.4 billion is available to Commercial Service Airports for any purpose for which airport revenues may lawfully be used. The total allocation to an airport is determined by the following formula:
 - a. 50% of the total allocation is based on the number of enplanements the airport had during calendar year 2018 as a percentage of total 2018 enplanements for all commercial service airports.
 - b. 25% of the total allocation is based on the sponsor's fiscal year 2018 debt service as a percentage of the combined debt service for all commercial service airports; and
 - c. 25% of the total allocation is based on the sponsor's fiscal year 2018 ratio of unrestricted reserves to its respective debt service.

- (3) Primary Airports. Up to \$2 billion is available to large, medium, and small hub airports and non-hub primary airports for any purpose for which airport revenues may be lawfully used. These funds are allocated based upon statutory AIP primary entitlement formulas. However, the \$26 million limit under 49 U.S.C. 47114(c)(1)(C)(iii) and reduction for imposing passenger facility charges under 49 U.S.C. 47114(f) do not apply to these allocations.
- (4) General Aviation Airports. At least \$100 million is available to general aviation airports for any purpose for which airport revenues may be lawfully used. These funds are allocated based on the categories published in the most current NPIAS, reflecting the percentage of the aggregate published eligible development costs for each such category, and then dividing the allocated funds evenly among the eligible airports in each category, rounded up to the nearest thousand dollars.

Consistent with the four-year period of performance, all airport sponsors will be subject to a capped initial grant amount equal to four times their annual operating expenses, unless the remaining amount available to grant to the airport would be less than \$1 million. This limitation advances Congress's intent to address the cost needs of airports and promotes the effective management of CARES Act funds. The FAA has determined an airport's annual operating expenses based on the data reported to the FAA for fiscal year 2018. For most airport sponsors, this cap results in no practical effect on the initial grant amount available to them.

Q7: How is the 100% Federal share determined?

A: When a grant is awarded, the Federal share is determined by the category of airport and the airport development goal. This Federal share is specific to each grant. To implement the CARES Act requirement and award AIP and Supplemental Discretionary grants appropriated for FY 2020 at a 100% Federal share, the FAA will calculate the increased Federal share for each AIP grant. The FAA will amend FY 2020 grants that already have been executed to adjust to the 100% Federal share. The FAA will award and execute the remaining FY 2020 grants with a 100% Federal share.

Q8: Do CARES grants have a local match?

A: No. Funds under the CARES Act are available at a 100% Federal share.

Q9: How can an airport sponsor use CARES grant funds?

A: An airport owner/sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's [Policy and Procedures Concerning the Use of Airport Revenues \("Revenue Use Policy"\)](#), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy document defines permitted and prohibited uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act makes clear that the funds may not be used for any purpose not related to the airport.

Q10: Can I use CARES grant funds for new airport development on the airport?

A: Yes. However, additional requirements apply. To make these critical CARES funds available as quickly as possible, the FAA is issuing non-construction grants that permit expenditure for airport operating expenses (such as payroll) and to pay airport debt service. A recipient of a CARES grant that wishes to use the funds for new airport development or construction (i.e., to award a contract after March 27, 2020, for airport development) should contact its local Airports District Office or Airports Regional Office to make arrangements to do so. That office will ensure that such development is consistent with all of the recipient's prior Federal obligations, meets safety and security standards, meets National Environmental Policy Act (NEPA), prevailing wage, Buy American, Veterans' Preference, and Disadvantaged Business Enterprise Program requirements, and meets other specific requirements for new airport development under the CARES Act.

Q11: Are there any other specific requirements for accepting CARES grant funds?

A: Yes. The airport sponsor must continue to employ, through December 31, 2020, at least 90% of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) as of March 27, 2020. The Secretary of Transportation may waive this workforce retention requirement if the Secretary determines that the sponsor is experiencing economic hardship as a direct result of the requirement, or that the requirement reduces aviation safety or security. The workforce retention requirement does not apply to non-hub or non-primary airports.

Q12: How do small, medium and large hub airport sponsors report their respective compliance with the employee retention requirement?

A: Airport sponsors must certify compliance with the CARES Act employment requirements (outlined in Q11) at the time of grant execution and report employment totals quarterly on June 30, September 30, and December 31, 2020. That report and certification should include the number of full-time equivalent (FTE) employees working at the airport as of March 27, 2020, as the baseline comparison. Airport sponsors may make adjustments for employees who perform duties at both the airport and other facilities operated by the airport sponsor. Airport sponsors also may make adjustments for retirements or voluntary employee separations when calculating the workforce retention percentage. If an airport sponsor intends to request a waiver from the employment requirements, it should do so no less than 30 days prior to a quarterly report date and provide documentation supporting its request.

Q13: Are multi-year grants eligible for a 100% Federal share under the CARES Act?

A: The FAA will provide a 100% Federal share for multi-year grants issued in FY 2020 under FY 2020 appropriations (Pub. L. 116-94). Future year funding for FY 2020 multi-year grants will continue to provide a 100% Federal share as long as CARES matching funds remain. Once matching funds are exhausted, FY 2020

multi-year grants will revert to the normal sponsor share. Multi-year grants issued in FY 2019 or earlier are not eligible for a 100% Federal share because they were issued under different appropriations laws. These grants will continue to be funded under the terms of the Grant Agreement.

Q14: If an airport sponsor owns or operates multiple airports, may CARES Act Airport Grant funds be pooled?

A: Yes. An airport sponsor may use funds at any airport under its control.

Q15: Are airport sponsors in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island eligible for CARES Act Airport Grants?

A: No. The CARES Act states sponsors of airports defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island are not included in the NPIAS. While these airport sponsors may be eligible for some AIP discretionary funding, they are not eligible under the CARES Act.

Q16: Are airports in U.S. territories eligible for CARES Act Airport Grants?

A: Yes. The CARES Act states sponsors of airports defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in U.S. territories (American Samoa, Northern Mariana Islands, Puerto Rico, the U.S. Virgin Islands, and Guam) are included in the NPIAS.

Q17: Can an airport sponsor use CARES Act Airport Grants and funding from other Federal programs to pay for expenses related to the COVID-19 public health emergency?

A: A sponsor may use CARES Act Airport Grants for airport operating expenses that arise due to the COVID-19 public health emergency. The FAA recognizes that several sources of COVID-19 relief funds may be available to airport sponsors. Airport sponsors may use other sources of funding consistent with the terms of those programs. However, an airport sponsor may not invoice under its CARES Act Airport Grant for expenses that have been reimbursed under another program.

Questions on Allocation Formulas

Q-F1: What financial information is the FAA using to determine distribution of the 50% of the \$7.4 billion available under the CARES Act for commercial service airports that pertains to an airport's debt ratio?

A: This information is taken from each commercial service airport sponsor's annual financial report. By law, since 1994, each commercial service airport must submit an annual financial report to the FAA. [FAA Advisory Circular \(AC\) 150/5100-19D, "Guide for Airport Financial Reports Filed by Airport Sponsors,"](#) provides detailed instructions on the use of the Certification Activity Tracking System

(CATS), including how the system relates to government accounting requirements. Each airport must submit and certify its annual financial report within 120 days of the end of its fiscal year.

The FAA used the FY 2018 CATS data for all airports, reported as of March 14, 2020, to calculate allocations under the CARES Act formulas. The FAA is not accepting sponsor-requested amendments to certified CATS data for purposes of calculating CARES Act Airport Grants allocations. Where the FAA's preliminary review identified airports whose submissions raised technical issues, the FAA worked closely with those airports to address and correct those issues.

Q-F2: What is the CARES Act phrase “each sponsor’s ratio of unrestricted reserves to their respective debt service” intended to accomplish?

A: In general, the higher an airport’s reserves are, or the lower its debt service is, the more it may be allocated under this ratio.

Questions on Grant Application, Agreement, and Invoicing

Q-GA1: Is a grant application required to receive CARES Act Airport Grants?

A: Yes, with one exception. After the Secretary of Transportation announces awards under the CARES Act, each airport sponsor must submit a grant application. However, airport sponsors do not need to apply for the increased Federal share of FY 2020 AIP or FY 2020 Supplemental Discretionary grants. An airport sponsor may contact its Airport District Office or Region if it seeks specific guidance on its grant application.

Q-GA2: Will the FAA use a standard grant application form or one specifically designed for this program?

A: The FAA will use the Office of Management and Budget (OMB) SF-424, *Application for Federal Assistance*.

Q-GA3: When will CARES Act Airport Grant applications be available and how long after filing a complete application should an airport sponsor expect to receive a grant?

A: The FAA will provide this application to airport sponsors through the local Airports District Office or Airports Regional Office shortly after the Secretary announces CARES Act Airport Grants awards. The FAA anticipates providing a grant agreement for execution within days of receiving a complete application.

Q-GA4: Will the FAA use a standard AIP grant agreement or one specifically designed for this program?

A: The FAA will provide a simplified Grant Agreement shortly after it receives an application. This simplified agreement includes the requirements under the CARES Act and makes funds immediately available for expenses, other than

airport development, including payroll, debt service, utility expenses, service contracts, and supplies.

Q-GA5: Does a CARES Act Airport Grant require an airport sponsor to obligate itself to the standard set of FAA Airport Sponsor Grant Assurances?

A: Generally, no. If an airport sponsor uses its CARES Act Airport Grant for operational expenses, the standard FAA Airport Sponsor Grant Assurances do not apply. The CARES Act Airport Grants for operational expenses remain subject to audit, reporting, records retention, and other requirements under 2 CFR part 200 like other Federal grant funding. Some laws outside of 49 U.S.C. chapter 471 also apply, such as 49 U.S.C. 40103(e), which prohibits the grant of an exclusive right to conduct any type of aeronautical activity at an airport, and Title VI of the Civil Rights Act, which prohibits discrimination on the basis of race, color, or national origin. If an airport sponsor uses its CARES Act Airport Grant for new airport development, additional requirements apply (see Q10). Additionally, CARES Act Airport Grant funds may be used only for the capital and operating expense of the airport. Examples of expenditures that FAA has found to be allowable are provided in the [FAA Revenue Use Policy](#). The CARES Act does not, however, void assurances made in prior grant agreements; therefore, a sponsor's pre-existing grant assurances and Federal obligations continue to apply.

Q-GA6: How will an airport sponsor submit payment requests for CARES Act Airport Grants?

A: The FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. Airport sponsors will continue the current practice of submitting underlying payment request documentation. Examples of documentation include payroll receipts, janitorial contract invoices, and debt service payments. The FAA will review invoices manually to ensure adequate oversight, but it will process payments quickly.

Questions on Use of Funds

Q-U1: Can CARES Act Airport Grants funds be used to purchase an aviation or aviation easement?

A: Yes, provided the purchase is consistent with 49 U.S.C. 47107(b) and (k)(2) (i.e., the expenditure is an airport operating cost that reflects the value received). Examples of expenditures that FAA has found allowable are provided in [the FAA Revenue Use Policy](#). The airport sponsor should consult with its local Airports District Office or Airports Regional Office because this purchase could be considered "airport development" and subject to additional requirements. See Q10.

Q-U2: Can CARES Act Airport Grants funds be used to accelerate structured settlement agreements or pay the penalty for early defeasement of debt?

A: Yes, provided the use of funds is consistent with 49 U.S.C. 47107(b) and (k)(2) (i.e., the expenditure is an airport operating cost that reflects the value received). Examples of expenditures that FAA has found allowable are provided in [the FAA Revenue Use Policy](#). If any part of the debt had been approved for Passenger Facility Charge (PFC) collections, the airport sponsor may have to amend its PFC approval to reflect the change.

Q-U3: Can CARES Act Airport Grants funds be used for a surface access project (roads or rail/transit)?

A: Yes. This use is airport development and, therefore, additional requirements apply. See Q10.

Q-U4: Can CARES Act Airport Grants funds be used to prepay long-term contracts (for example, shuttle-bus operators, janitorial services, security services, fire and police services)?

A: Yes, provided the prepayment is a *bona fide* transaction where the sponsor receives the benefit of the prepaid services and receives some value in exchange for committing in advance.

Q-U5: Can CARES Act Airport Grants funds be deposited in the airport sponsor's reserve account (or invest them for future use)?

A: No. The FAA would not be able to ensure a potential future use is a use consistent with the CARES Act requirements. Airports should submit invoices and underlying documentation for airport expenditures. See Q-GA6.

Q-U6: Can CARES Act Airport Grants funds be used to help bolster the local government's pension fund?

A: Generally, no. However, if the fund has historically been supported by the airport and the support is proportional to the share paid to airport retirees, then the airport should consult with its local Airports District Office or Airports Regional Office, to determine if such a use is appropriate.

Questions on Environmental Review

Q-E1: Are there any environmental requirements associated with increases to 100% Federal share for FY 2020 AIP grants?

A: All projects funded for AIP and Supplemental Discretionary grants under FY 2020 appropriations continue to be subject to environmental requirements. However, no additional environmental analysis is required for the Federal share increase.

Q-E2: Are there any environmental review requirements associated with non-construction grants for airport operating expenses and debt service?

A: No. These types of grants have no potential to impact the environment, and therefore are not major federal actions subject to National Environmental Policy Act (NEPA) review.

Questions on Administration under the State Block Grant Program

Q-SB1: What is the State Block Grant Program (SBGP)?

A: In 1987, Congress authorized the FAA to use State block grants to provide AIP funds to airport sponsors. Through the State Block Grant Program (SBGP), the FAA provides funds directly to States that participate in the program. In turn, SBGP participants fund and oversee AIP projects to non-primary commercial service, reliever, and general aviation airports. The program currently includes the following 10 States: Georgia, Illinois, Michigan, Missouri, New Hampshire, North Carolina, Pennsylvania, Tennessee, Texas, and Wisconsin.

Q-SB2: How will the FAA Administer CARES Act funding for States participating in the SBGP?

A: The FAA Airport Improvement Program Branch (APP-520) will utilize its existing relationships with the States participating in the SBGP for administration of CARES Act Airport Grants. These participants have relationships with airport sponsors within their States and currently provide grant management and internal controls. Leveraging this infrastructure will facilitate efficient and expedient distribution of funds.

Q-SB3: Will FAA Regional and Airport District Offices remain the points-of-contact for CARES Act Airport Grants?

A: Yes. States participating in the SBGP should continue to work with their local Airports District Office or Airports Regional Office throughout CARES Act Airport Grants implementation and administration.

Q-SB4: Do CARES Act Airport Grants funding allocations work differently for the SBGP?

A: No. The FAA will calculate each airport sponsor's allocation based on formulas in the CARES Act. The Secretary of Transportation will announce these award amounts along with all awards under the CARES Act Airport Grants program.

Q-SB5: How much CARES Act funding may States participating in the SBGP distribute?

A: The CARES Act provides for specific allocations to each airport sponsor. The FAA will aggregate the amounts announced for each airport sponsor into one State award.

Q-SB6: How may States participating in the SBGP allocate CARES Act Airport Grants?

A: States participating the SBGP must make sub-awards to each airport sponsor based on that sponsor's allocation under the CARES Act. The FAA expects States to make these sub-awards on an expedited basis, for airport sponsors to spend funds quickly, to reduce the adverse impacts of the current public health emergency. States must follow 2 CFR part 200 requirements for CARES Act Airport Grants and sub-awards. Funds not expended within the four-year period of performance are subject to recovery by the FAA.

Q-SB7: What application and grant agreement will be used for sub-grants?

A: States participating in the SBGP will use a streamlined application and grant agreement process similar to what the FAA is using for all CARES Act Airports Grants. The FAA will provide States with template documents after these grants are announced.

Q-SB8: Can States participating in the SBGP mix FY 2020 AIP funds and additional funds to increase the Federal share under the CARES Act?

A: No. The (1) FY 2020 AIP and Supplemental Discretionary funds are separate from the (2) CARES Act funds to increase the Federal share. States must separately account for the two different funding sources as they are drawn down to ensure each appropriation is spent as intended.

Q-SB9: What if my State legislature needs to approve the acceptance of CARES Act funding?

A: The FAA recommends that States participating in the SBGP use their usual State processes to approve, accept, and administer Federal funds.

Q-SB10: Can CARES Act Airport Grants be sub-awarded to airport sponsors that had previously opted out of the SBGP?

A: No. States participating in the SBGP do not have to make sub-awards to airport sponsors that opted-out in FY 2020 or do not participate in the SBGP. The FAA will administer grants for those airport sponsors.

Q-SB11: What are the reporting requirements for CARES Act Airport Grants?

A: States participating in the SBGP will continue the current practice of providing sub-award reporting information on CARES Act Airport Grants to the FAA upon request.

Q-SB12: Will CARES Act Airport Grants require end-of-fiscal-year reporting like other AIP funding?

A: Yes. CARES Act Airport Grants funds will be included in the Annual Report of Federal Funding at the end of FY 2020.

Q-SB13: How will payment requests be submitted for CARES Act Airport Grants?

A: The FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. States participating in the SBGP will continue the current practice of retaining all underlying payment request documentation and complete records.

Q-SB14: Will the FAA audit CARES Act Airport Grants administered by States participating in the SBGP?

A: Yes. The FAA will include audits of CARES Act Airport Grants in its annual audit process.

Texas Department of Transportation
Aviation Division
NPIAS Airport Amounts

<u>Associated City</u>	<u>County</u>	<u>Airport Name</u>	<u>Amount</u>
Alice	Jim Wells	Alice International	\$ 20,000.00
Alpine	Brewster	Alpine-Casparis Municipal	\$ 20,000.00
Anahuac	Chambers	Chambers County	\$ 1,000.00
Andrews	Andrews	Andrews County	\$ 30,000.00
Angleton	Brazoria	Texas Gulf Coast Regional	\$ 69,000.00
Arlington	Tarrant	Arlington Municipal	\$ 69,000.00
Aspermont	Stonewall	Stonewall County	\$ 20,000.00
Athens	Henderson	Athens Municipal	\$ 30,000.00
Atlanta	Cass	Hall-Miller Municipal	\$ 30,000.00
Bay City	Matagorda	Bay City Regional	\$ 30,000.00
Beaumont	Jefferson	Beaumont Municipal	\$ 30,000.00
Beeville	Bee	Beeville Municipal	\$ 20,000.00
Big Spring	Howard	Big Spring Mc Mahon-Wrinkle	\$ 30,000.00
Bonham	Fannin	Jones Field	\$ 30,000.00
Borger	Hutchinson	Hutchinson County	\$ 20,000.00
Bowie	Montague	Bowie Municipal	\$ 30,000.00
Brady	McCulloch	Curtis Field	\$ 30,000.00
Breckenridge	Stephens	Stephens County	\$ 30,000.00
Brenham	Washington	Brenham Municipal	\$ 69,000.00
Bridgeport	Wise	Bridgeport Municipal	\$ 30,000.00
Brownfield	Terry	Terry County	\$ 20,000.00
Brownwood	Brown	Brownwood Regional	\$ 30,000.00
Bryan	Brazos	Coulter Field	\$ 30,000.00
Burnet	Burnet	Burnet Municipal	\$ 30,000.00
Caddo Mills	Hunt	Caddo Mills Municipal	\$ 30,000.00
Cameron	Milam	Cameron Municipal Airpark	\$ 1,000.00
Canadian	Hemphill	Hemphill County	\$ 20,000.00
Carrizo Springs	Dimmit	Dimmit County	\$ 20,000.00
Carthage	Panola	Panola County-Sharpe Field	\$ 20,000.00
Castroville	Medina	Castroville Municipal	\$ 30,000.00
Center	Shelby	Center Municipal	\$ 30,000.00
Clarksville	Red River	JD Trissell Field	\$ 20,000.00
Cleburne	Johnson	Cleburne Regional	\$ 69,000.00
Cleveland	Liberty	Cleveland Municipal	\$ 30,000.00
Clifton	Bosque	Clifton Municipal/Isenhower Field	\$ 20,000.00
Coleman	Coleman	Coleman Municipal	\$ 30,000.00
Comanche	Comanche	Comanche County-City	\$ 20,000.00
Commerce	Hunt	Commerce Municipal	\$ 20,000.00
Conroe	Montgomery	North Houston Regional	\$ 157,000.00
Corsicana	Navarro	C David Campbell Field	\$ 30,000.00
Cotulla	La Salle	Cotulla-La Salle County	\$ 20,000.00

Crockett	Houston	Houston County	\$ 20,000.00
Cuero	De Witt	Cuero Municipal	\$ 1,000.00
Dalhart	Hartley	Dalhart Municipal	\$ 30,000.00
Dallas	Dallas	Dallas CBD Vertiport	\$ 1,000.00
Dallas	Dallas	Addison	\$ 157,000.00
Dallas	Dallas	Dallas Executive	\$ 69,000.00
Decatur	Wise	Decatur Municipal	\$ 30,000.00
Denton	Denton	Denton Municipal	\$ 157,000.00
Devine	Medina	Devine Municipal	\$ 20,000.00
Dimmitt	Castro	Dimmitt Municipal	\$ 1,000.00
Dumas	Moore	Moore County	\$ 20,000.00
Eagle Lake	Colorado	Eagle Lake	\$ 30,000.00
Eagle Pass	Maverick	Maverick County Memorial Intl.	\$ 20,000.00
Eastland	Eastland	Eastland Municipal	\$ 20,000.00
Edinburg	Hidalgo	South Texas International	\$ 30,000.00
Edna	Jackson	Jackson County	\$ 30,000.00
Ennis	Ellis	Ennis Municipal	\$ 20,000.00
Fabens	El Paso	Fabens	\$ 1,000.00
Falfurrias	Brooks	Brooks County	\$ 1,000.00
Floydada	Floyd	Floydada Municipal	\$ 30,000.00
Fort Stockton	Pecos	Fort Stockton-Pecos County	\$ 30,000.00
Fort Worth	Tarrant	Fort Worth Meacham International	\$ 157,000.00
Fort Worth	Tarrant	Fort Worth Spinks	\$ 69,000.00
Fredericksburg	Gillespie	Gillespie County	\$ 69,000.00
Gainesville	Cooke	Gainesville Municipal	\$ 69,000.00
Galveston	Galveston	Scholes International at Galveston	\$ 30,000.00
Garland	Dallas	Garland/DFW Heloplex	\$ 20,000.00
Gatesville	Coryell	Gatesville Municipal	\$ 20,000.00
Georgetown	Williamson	Georgetown Municipal	\$ 157,000.00
Giddings	Lee	Giddings-Lee County	\$ 30,000.00
Gilmer	Upshur	Gilmer Municipal	\$ 30,000.00
Gladewater	Gregg	Gladewater Municipal	\$ 30,000.00
Graham	Young	Graham Municipal	\$ 30,000.00
Granbury	Hood	Granbury Regional	\$ 30,000.00
Grand Prairie	Tarrant	Grand Prairie Municipal	\$ 69,000.00
Greenville	Hunt	Majors	\$ 69,000.00
Gruver	Hansford	Gruver Municipal	\$ 20,000.00
Hamilton	Hamilton	Hamilton Municipal	\$ 30,000.00
Haskell	Haskell	Haskell Municipal	\$ 1,000.00
Hearne	Robertson	Hearne Municipal	\$ 20,000.00
Hebbronville	Jim Hogg	Jim Hogg County	\$ 20,000.00
Henderson	Rusk	Rusk County	\$ 30,000.00
Hereford	Deaf Smith	Hereford Municipal	\$ 30,000.00
Hillsboro	Hill	Hillsboro Municipal	\$ 30,000.00
Hondo	Medina	South Texas Regional at Hondo	\$ 30,000.00

Houston	Fort Bend	Sugar Land Regional	\$ 157,000.00
Houston	Harris	David Wayne Hooks	\$ 69,000.00
Houston	Fort Bend	Houston-Southwest	\$ 69,000.00
Houston	Harris	West Houston	\$ 1,000.00
Huntsville	Walker	Huntsville Municipal	\$ 69,000.00
Ingleside	San Patricio	McC Campbell-Porter	\$ 30,000.00
Jacksboro	Jack	Jacksboro Municipal	\$ 20,000.00
Jacksonville	Cherokee	Cherokee County	\$ 69,000.00
Jasper	Jasper	Jasper County-Bell Field	\$ 20,000.00
Junction	Kimble	Kimble County	\$ 20,000.00
Kenedy	Karnes	Karnes County	\$ 20,000.00
Kerrville	Kerr	Kerrville Muni/Louis Schreiner Field	\$ 69,000.00
Killeen	Bell	Skylark Field	\$ 30,000.00
Kingsville	Kleberg	Kleberg County	\$ 20,000.00
Kountze/Silsbee	Hardin	Hawthorne Field	\$ 30,000.00
La Grange	Fayette	Fayette Regional Air Center	\$ 30,000.00
La Porte	Harris	La Porte Municipal	\$ 30,000.00
Lago Vista	Travis	Lago Vista-Rusty Allen Airport	\$ 30,000.00
Lamesa	Dawson	Lamesa Municipal	\$ 30,000.00
Lampasas	Lampasas	Lampasas	\$ 20,000.00
Lancaster	Dallas	Lancaster Regional	\$ 69,000.00
Levelland	Hockley	Levelland Municipal	\$ 30,000.00
Liberty	Liberty	Liberty Municipal	\$ 30,000.00
Littlefield	Lamb	Littlefield Taylor Brown Municipal	\$ 20,000.00
Livingston	Polk	Livingston Municipal	\$ 30,000.00
Llano	Llano	Llano Municipal	\$ 30,000.00
Lockhart	Caldwell	Lockhart Municipal	\$ 30,000.00
Lufkin	Angelina	Angelina County	\$ 69,000.00
Marfa	Presidio	Marfa Municipal	\$ 30,000.00
Marshall	Harrison	Harrison County	\$ 69,000.00
McKinney	Collin	Collin County Regional at McKinney	\$ 157,000.00
Memphis	Hall	Memphis Municipal	\$ 1,000.00
Mesquite	Dallas	Mesquite Metro	\$ 69,000.00
Mexia	Limestone	Mexia-Limestone County	\$ 20,000.00
Midland	Midland	Midland Airpark	\$ 69,000.00
Midlothian/Waxahachie	Ellis	Mid-Way Regional	\$ 30,000.00
Mineral Wells	Parker	Mineral Wells	\$ 69,000.00
Monahans	Ward	Roy Hurd Memorial	\$ 30,000.00
Morton	Cochran	Cochran County	\$ 1,000.00
Mount Pleasant	Titus	Mount Pleasant Regional	\$ 69,000.00
Mount Vernon	Franklin	Franklin County	\$ 20,000.00
Muleshoe	Bailey	Muleshoe Municipal	\$ 20,000.00
Nacogdoches	Nacogdoches	A L Mangham Jr. Regional	\$ 30,000.00
New Braunfels	Guadalupe	New Braunfels Regional	\$ 69,000.00
Odessa	Ector	Odessa-Schlemeyer Field	\$ 69,000.00

Olney	Young	Olney Municipal	\$ 1,000.00
Orange	Orange	Orange County	\$ 30,000.00
Ozona	Crockett	Ozona Municipal	\$ 20,000.00
Palacios	Matagorda	Palacios Municipal	\$ 20,000.00
Palestine	Anderson	Palestine Municipal	\$ 69,000.00
Pampa	Gray	Perry Lefors Field	\$ 69,000.00
Paris	Lamar	Cox Field	\$ 69,000.00
Pecos	Reeves	Pecos Municipal	\$ 20,000.00
Pearland	Brazoria	Pearland Regional	\$ 69,000.00
Perryton	Ochiltree	Perryton Ochiltree County	\$ 30,000.00
Plainview	Hale	Hale County	\$ 30,000.00
Pleasanton	Atascosa	Pleasanton Municipal	\$ 20,000.00
Port Isabel	Cameron	Port Isabel-Cameron County	\$ 20,000.00
Port Lavaca	Calhoun	Calhoun County	\$ 30,000.00
Post	Garza	Post-Garza County Municipal	\$ 20,000.00
Quanah	Hardeman	Quanah Municipal	\$ 30,000.00
Refugio	Refugio	Rooke Field	\$ 30,000.00
Robstown	Nueces	Nueces County	\$ 30,000.00
Rockport	Aransas	Aransas County	\$ 30,000.00
Rockwall	Rockwall	Ralph M Hall/Rockwall Municipal	\$ 30,000.00
San Antonio	Bexar	Stinson Municipal	\$ 30,000.00
San Antonio	Bexar	Lackland AFB (Kelly Field Annex)	\$ 20,000.00
San Marcos	Caldwell	San Marcos Regional	\$ 157,000.00
Seminole	Gaines	Gaines County	\$ 30,000.00
Seymour	Baylor	Seymour Municipal	\$ 20,000.00
Sherman/Denison	Grayson	North Texas Regional	\$ 69,000.00
Slaton	Lubbock	Slaton Municipal	\$ 20,000.00
Smithville	Bastrop	Smithville Crawford Municipal	\$ 20,000.00
Snyder	Scurry	Winston Field	\$ 30,000.00
Spearman	Hansford	Major Samuel B. Cornelius Field	\$ 20,000.00
Stamford	Jones	Arledge Field	\$ 30,000.00
Stephenville	Erath	Stephenville Clark Regional	\$ 30,000.00
Sulphur Springs	Hopkins	Sulphur Springs Municipal	\$ 30,000.00
Sweetwater	Nolan	Avenger Field	\$ 20,000.00
Taylor	Williamson	Taylor Municipal	\$ 30,000.00
Temple	Bell	Draughon-Miller Central Tx	\$ 69,000.00
Terrell	Kaufman	Terrell Municipal	\$ 30,000.00
Tulia	Swisher	Tulia/Swisher County Municipal	\$ 20,000.00
Uvalde	Uvalde	Garner Field	\$ 30,000.00
Van Horn	Culberson	Culberson County	\$ 20,000.00
Vega	Oldham	Oldham County	\$ 20,000.00
Vernon	Wilbarger	Wilbarger County	\$ 30,000.00
Waco	McLennan	McGregor Executive	\$ 69,000.00
Waco	McLennan	TSTC Waco	\$ 1,000.00
Wellington	Collingsworth	Marian Airpark	\$ 20,000.00

Weslaco	Hidalgo	Mid Valley	\$ 30,000.00
Wharton	Wharton	Wharton Regional	\$ 30,000.00
Wichita Falls	Wichita	Kickapoo Downtown	\$ 69,000.00
Wink	Winkler	Winkler County	\$ 1,000.00
Winnie	Chambers	Chambers County-Winnie Stowell	\$ 20,000.00
Winnsboro	Wood	Winnsboro Municipal	\$ 20,000.00
			\$ 6,788,000.00

TxDOT Aviation Guidance on CARES Act Eligible Expenditures

Although CARES Act funds are referred to as an “airport grant”, typical AIP grant restrictions do not apply. The FAA has stated that the funds may be spent on “any purpose for which airport revenues may lawfully be used” in accordance with the FAA’s Revenue Use Policy issued on February 16, 1999. Activities on or after January 20, 2020 are eligible for CARES Act funds. Please note that if funds are to be spent on capital projects, AIP grant and project requirements are to be in place. Further guidance and TxDOT/Airport Sponsor coordination may be required for relief funding used towards AIP projects.

Lawful purposes of airport revenue include operating expenses and capital improvements for the airport. Please see the FAA Compliance Manual 5190.6B, Chapter 15, for a complete listing of Permitted and Prohibited Uses of Airport Revenue.

https://www.faa.gov/airports/resources/publications/orders/compliance_5190_6/media/5190_6b_chap15.pdf

An airport can request relief funding in the following categories:

- Operating Expenses
- Local Share for Capital Improvements
- Combination of Local Share for Capital Improvements and Operating Expenses

Airport Operating Expenses

Airports vary in every way and operating expenses are no exception. In order to better know if an operating expense is eligible, below is a sample listing of what may be found in an airport’s operating budget. Please keep all records of documentation submitted for audit purposes.

During this time, however, airports have been in a non-standard operation and have had increased expenses not typically budgeted for to include PPE, continuous and thorough cleaning of facilities, and cleaning supplies for example. These items are also eligible.

This listing and associated descriptions are for example only and not limited to only these items. Sample airport operating expenses may include, but are not limited to, the following:

Salaries and employee benefits

Repairs, maintenance and other – buildings, airside, landside, airport vehicles

Utilities

Materials and supplies – admin office, airside, airport facilities, technology (IT)

Contractual services – NAVAID technician, electrical, plumbing, custodial, lawncare, IT

Professional services – engineering, planning, architectural, accounting

Insurance – airport, property, vehicles, personnel

Small capital improvements and maintenance – RAMP, pavement repairs, fencing

Line items per department – ops, maintenance, planning, admin, finance, airport facilities

Line items per airport facility/cost center – airside, terminal, landside, airport buildings

Contract ATC supplies and facility maintenance – please see next page for examples

Fuel purchase – aircraft and vehicle

Fuel farm maintenance and supplies

Debt services and interest – loan or bond repayment

Advertising and Communications – contractor advertising, public notices, marketing

Construction – local funded projects and local match

Airport vehicle purchase – ops, management, ARFF, maintenance

Maintenance equipment purchase – mowing, striping machine, sweeper truck

Security equipment purchase – electronic gate access, cameras,

Airport equipment purchase – computers for access control CCTV, wifi, printers, generators

This material is for reference and guidance only.

Resources found online and from MM based on previous airport budgeting experience.

For airports with a contract Air Traffic Control Tower via the FAA's Federal Contract Tower (FCT) program, ***and for activities requiring the use of airport funding outside of the terms of the FCT contract***, may be included as eligible airport operating costs. Examples include, and are not limited to, the following:

- ***Note: Items covered by the FCT contract and expenses related to contract tower personnel are not considered airport operating expenses.***
- Tower building maintenance, utilities, tele-communications for contract towers (shout lines, 2-digit dial lines, etc.), janitorial, equipment maintenance service agreements
- Tower building upgrades/repairs, radios, tele-communications equipment, emergency backup systems, weather reporting equipment, ASOS/AWOS, headsets, digital voice recorders, window shades, chairs, binoculars, light guns, radar, etc.

This material is for reference and guidance only.
Resources found online and from MM based on previous airport budgeting experience.

City of Georgetown, Texas
City Council Regular Meeting
May 26, 2020

SUBJECT:

Consideration and possible action to **renew a space sharing agreement** between the Georgetown Police Department and the **Office of the Attorney General, Law Enforcement Division** -- Wayne Nero, Chief of Police

ITEM SUMMARY:

There is currently a lease agreement in place since the opening of the Georgetown Public Safety Training and Operations Center in 2015. The renewal agreement will be for a minimum of 5 years. The AG will furnish the space in accordance with the City's specifications and the furniture will become property of the city at the end of the lease. The AG will pay the city \$1450 per month to offset the costs associated with janitorial services and electric. Further, the AG will provide computer forensic case support for our police investigations when needed as well as train our selected staff in how to properly carry out computer forensic duties. The agreement between the Georgetown Police Department and the Office of the Attorney General has been mutually beneficial.

FINANCIAL IMPACT:

This agreement will have no direct budgetary impact to the Georgetown Police Department. The AG's office will pay the City of Georgetown \$1450 per month to offset janitorial/electric.

SUBMITTED BY:

Wayne Nero, Chief of Police

ATTACHMENTS:

OAG Lease Renewal

**LEASE RENEWAL
BETWEEN THE CITY OF GEORGETOWN, TEXAS AND THE
STATE OF TEXAS ACTING THOROUGH
THE OFFICE OF THE ATTORNEY GENERAL**

This Lease Renewal is entered into by and between City of Georgetown, a Texas Home-Rule Municipal Corporation (the “City”), and the State of Texas, acting through the Office of the Attorney General, Law Enforcement Division (the “Lessee”), collectively, the “Parties” follows:

WHEREAS, the Parties entered into a Lease Agreement on June 10, 2015 for a Leased Area located at the the Georgetown Public Safety Training and Operations Center, 3500 D.B. Wood, Georgetown, Williamson County, including approximately 3612 square feet on the first floor known as the Special Operations Suite comprising offices 1-107 through 1-112 and workroom 1-105/106, (the “Original Lease”); and,

WHEREAS, the Original Lease provided an initial term of five (5) years and provided for five (5) additional one (1) year renewal terms; and,

WHEREAS, the Parties agreed to renew the Original Lease on June 10, 2020 this being the First Renewal Term; and,

WHEREAS, the Parties hereby agree to renew the Lease Agreement in accordance with the terms of the Lease Agreement as well as any terms provided herein,

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

1. The Parties agree to renew the Lease Agreement for a First Renewal Term which will begin immediately upon the expiration of the original term and will end on June 10, 2021, this being the First Renewal term.
2. Notices to the City or other correspondence concerning this Lease Agreement shall be in writing and are effective only when mailed, certified mail, return receipt requested, as follows:

To City:

Chief of Police
3500 DB Wood
Georgetown, Texas 78628
T: 512.930.3510
F: 512.930-8418
Email: pd@georgetown.org

3. All other terms of the Agreement not inconsistent with this Amendment shall apply. Except as expressly modified by this Amendment, the Agreement remains unchanged and in full force and effect, subject to its terms.
4. This Lease Renewal is effective on the date executed by the Parties.

**STATE OF TEXAS
OFFICE OF THE ATTORNEY GENERAL
LAW ENFORCEMENT DIVISION**

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF GEORGETOWN

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, First Assistant City Attorney

City of Georgetown, Texas
City Council Regular Meeting
May 26, 2020

SUBJECT:

Consideration and possible action to approve a Resolution **denying Oncor Electric Delivery Company LLC's application for approval to amend its distribution cost recovery factor to increase distribution rates** within the City of Georgetown -- Bridget Hinze Weber, Assistant to the City Manager

ITEM SUMMARY:

The City of Georgetown is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"). The Oncor Cities Steering Committee ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("PUC" or "Commission") and the courts.

On April 3, 2020, Oncor filed an Application to Amend its Distribution Cost Recovery Factor ("DCRF") with each of the cities retaining original jurisdiction and with the Commission in Docket No. 50734. In the filing, the Company sought to increase distribution rates by \$75.9 million annually (an approximately \$0.88 increase to the average residential customer's bill). The Commission's rules allow cities 60 days to act on this application. That deadline is June 2, 2020.

The purpose of the Resolution is to deny the DCRF amendment proposed by Oncor based on the recommendations from the OCSC.

FINANCIAL IMPACT:

If Oncor were to raise its distribution rate there would be an approximately \$0.88 increase to the average residential customer's bill.

SUBMITTED BY:

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

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GEORGETOWN, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Georgetown Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, on or about April 3, 2020, Oncor filed with the Commission an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 50734, seeking to increase distribution rates by \$75.9 million annually (an approximately \$0.88 increase to the average residential customer's bill); and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted.

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

SECTION 1. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 2. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. That a copy of this Resolution shall be sent to J. Michael Sherburne, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202.

PASSED AND APPROVED this _____ day of _____, 2020.

Dale Ross, Mayor

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

City of Georgetown, Texas
City Council Regular Meeting
May 26, 2020

SUBJECT:

Consideration and possible action to approve a **vendor agreement** with **Opportunities for Williamson & Burnet Counties (OWBC)** to **provide qualification of customer applications** based on the **criteria established** in the **Covid-19 Customer Utility Bill Assistance Program** -- Leticia Zavala Jones, Customer Care Director

ITEM SUMMARY:

This item is approval of a vendor agreement with Opportunities for Williamson & Burnet Counties (OWBC) to support the Covid-19 Utility Bill Assistance Program by offering screening and qualification determinations for customers in need of utility assistance.

Staff presented Council an overview of the proposed program for customers impacted by the Covid-19 pandemic at their May 12th Council Meeting. Georgetown Electric and Georgetown Water are community owned utilities that are providing \$1M of utility bill assistance. The program will be funded from the unappropriated balances in the electric conservation special revenue fund and the water fund.

Two (2) opportunities for program participation will be available. The 1st chance will begin on May 27, 2020 and the 2nd will start on September 1, 2020. 90% of the funding will be available for customers impacted by the pandemic that do not qualify for current OWBC low-income assistance programs; 10% of the funding will supplement the existing OWBC Low-Income Home Energy Assistance Program (LIHEAP).

Criteria outlined in the utility bill assistance program include:

- Applicant must be a customer in the City electric or water territories,
- Applicant must have a past due balance any time since January 2020,
- Applicant must provide confirmation of furlough or removal of wages,
- Applicant cannot qualify for OWBC low income programs (aside from LIHEAP for the supplemental funding),
- Funding is available on a first come first served,
- Customers can qualify one (1) time in each funding period,
- Assistance will be provided up to \$1,000.

The City will administer the \$1M funding and reconcile on a monthly basis. OWBC will determine eligibility of applicants and provide the City with a voucher including the authorized amount for the customer.

FINANCIAL IMPACT:

The \$1M program will be funded from the unappropriated balances in the electric conservation special revenue fund (\$500K) and the water fund (\$500K).

SUBMITTED BY:

Leticia Zavala Jones - Customer Care Director

ATTACHMENTS:

Utility Assistance Vendor Agreement

**VENDOR AGREEMENT
CUSTOMER UTILITY BILL ASSISTANCE PROGRAM**

The purpose of the City of Georgetown Utility Bill Assistance Program funded by Georgetown Electric and Georgetown Water utility services is to assist residential customers financially impacted by the COVID-19 pandemic. This funding is to be used to assist City electric and water customers with unpaid City utility bills due to COVID-19 financial hardships.

The City Utility Services provider, (or "Vendor,") agrees to accept the determination of OWBC agency on the eligibility of a customer to the City Utility Bill Assistance Program. OWBC will screen applicants based on the criteria outlined in this contract and will work with the City of Georgetown until program funding is depleted.

This vendor agreement is by and between:

Opportunities of Williamson and Burnet Counties (Agency) and City of Georgetown, Texas (Vendor).

City of Georgetown Utility Bill Assistance Program Funding Amounts and Start Periods:

Dates: Funding	Utility Bill Funding	LIHEAP Supplemental
May 27, 2020	\$450,000	\$50,000
September 1, 2020	\$450,000	\$50,000

Vendor and Agency agree to assist customers in the City of Georgetown Electric and Water Service territories which include Williamson and Burnet counties.

This agreement shall be effective from the 26th day of May 2020 for a period not to exceed one year from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not affect an obligation by either party incurred prior to the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.

City of Georgetown

Vendor Name

P.O. Box 1430

Georgetown, Texas

78627

Opportunities for Williamson & Burnet Counties

(Agency Name)

604 High Tech Drive, Georgetown, Texas 78626

(Agency Mailing Address)

The Agency named above represents and warrants to Vendor that it will adhere to the Georgetown Utility Bill Assistance Program guidelines and will act in good faith in screening the applicants for assistance.

Vendor will, with reference to an applicant qualifying for the City Utility Bill Assistance Program (“Customer”)

- Upon acceptance of a pledge from Agency on behalf of a Customer, continue or restore energy service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC" and/or Texas Railroad Commission.
- In the event the full past due balance is not paid by the Agency, the Customer must pay the remaining balance on or before the disconnect date stated in the Customer's Disconnect Notice required by PUC regulations in order to avoid disconnection or be eligible for reconnection. Nothing in this agreement requires the Vendor to reconnect the customer upon receipt of a pledge that does not cover the full past due balance or if the customer has already been disconnected by the time the pledge is received by the Vendor.
- Invoice the Customer in accordance with Vendor's normal billing practices.
- Upon written request from Agency, provide at no cost to the Agency the Customer's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve months of billing history and usage is available. Vendor will transmit such billing history via electronic mail as soon as possible, but no later than two business days following the request.
- Work with Agency and Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services
- Vendor will provide balance of remaining funds by the 10th of each month, until all assistance funds are depleted.

The Agency will:

- Use the following guidelines to determine eligibility of a Customer:
 - Receives a utility bill from the City of Georgetown for services within the City electric or City water service areas
 - Utility Bill contains a past due balance from any month since January 2020.
 - Verifies information to confirm furlough or removal of wages due to the COVID-19 pandemic.
 - Customers qualifying for other low-income assistance through OWBC programs are excluded from the City Assistance Program.
 - Funding for program is available on a first come first served basis
 - Customers can qualify in each program period
 - Maximum assistance from this program cannot exceed \$1,000
- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the CEAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Customer to Vendor without having adequate funds to pay such pledge.
- Determine if a customer is a Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients, if requested from Vendor.

The terms of any confidential transaction under this agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other party in connection with a dispute between the parties; 3) otherwise permitted by written consent of the other party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) of information which was or is hereafter in the public domain (except by breach of this Agreement).

Vendor Authorized Signature

Date



May 20, 2020

Agency Authorized Signature

Date

Revised May 2020

City of Georgetown, Texas
City Council Regular Meeting
May 26, 2020

SUBJECT:

Consideration and possible action to approve a Resolution granting a **license** for the **encroachment** of an **awning** in the **right of way** of **South Main Street immediately adjacent to 805 South Main Street, L.L.C.** and to authorize the Director of Planning to execute all necessary documents -- Odalis C. Suarez, Real Estate Services Coordinator

ITEM SUMMARY:

The City has received a request to license the encroachment of an awning in to the east side of the Main Street right of way, to be placed on the facade of the building at 805 South Main Street. This flat awning will replace existing fabric awnings, and will provide more historical accuracy to the structure while providing an aesthetically pleasing facade and compatibility with the surrounding Downtown area.

Staff recommends approval of this item.

Project NO. 2020-7-LIC

FINANCIAL IMPACT:

N/A. Applicant is responsible for the costs of construction and maintenance.

SUBMITTED BY:

Odalis C. Suarez, Real Estate Services Coordinator

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN
MAKING CERTAIN DETERMINATIONS AND AUTHORIZING THE
DIRECTOR OF PLANNING TO EXECUTE A REVOCABLE LICENSE
AGREEMENT PERTAINING TO THE ENCROACHMENT OF AWNINGS
INTO THE RIGHT OF WAY OF SOUTH MAIN STREET IMMEDIATELY
ADJACENT TO 805 S. MAIN STREET.**

WHEREAS, the City of Georgetown (the City) owns real property which is the right of way of South Main Street; and

WHEREAS, the City has received a request to allow the encroachment of awnings to overhang that right of way, along the east side of South Main Street, immediately adjacent to 805 S. Main Street, utilizing an area, and generally described, constructed, and depicted in Exhibits "A" and "B", attached hereto (License Area); and,

WHEREAS the awnings will be located a minimum of seven and a half (7.5) feet above the right-of-way and the sidewalk to avoid interference to the operation or use by the public of those rights of way of way; and,

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

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

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

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

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

Resolution No. _____

Description: License to Encroach, 805 South Main Street, 2020-07-LIC

Date Approved: _____

RESOLVED this _____ day of _____, 2020.

CITY OF GEORGETOWN

ATTEST:

By: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

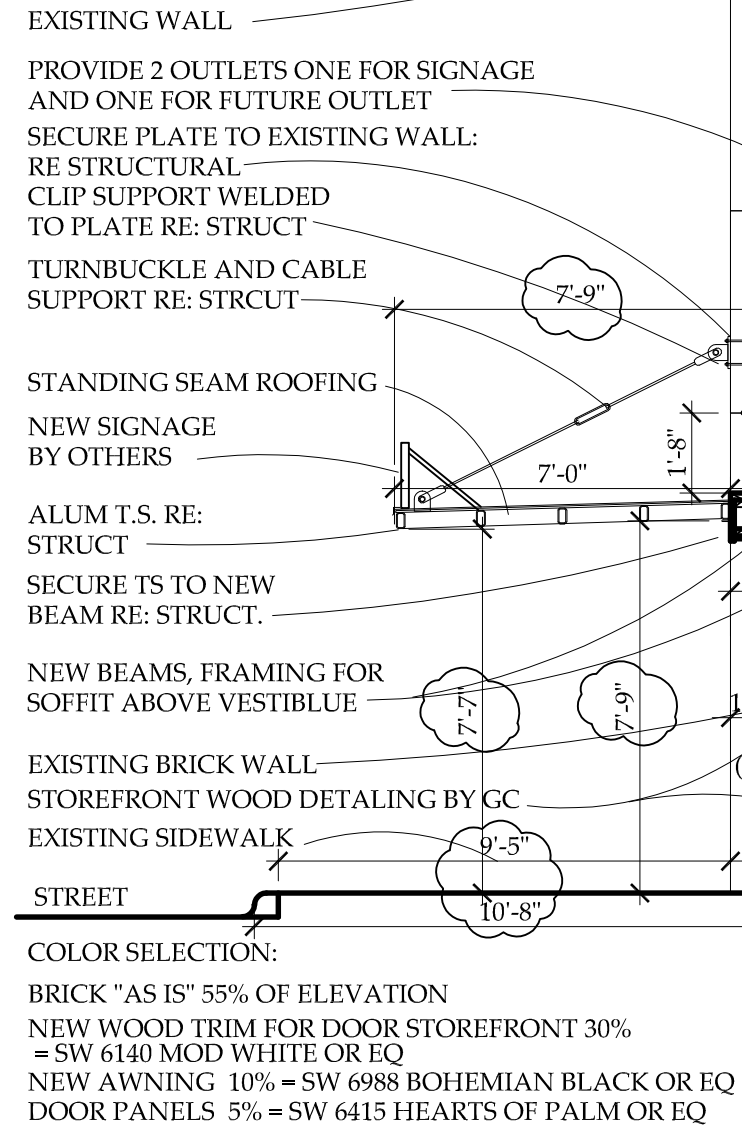
Charlie McNabb, City Attorney

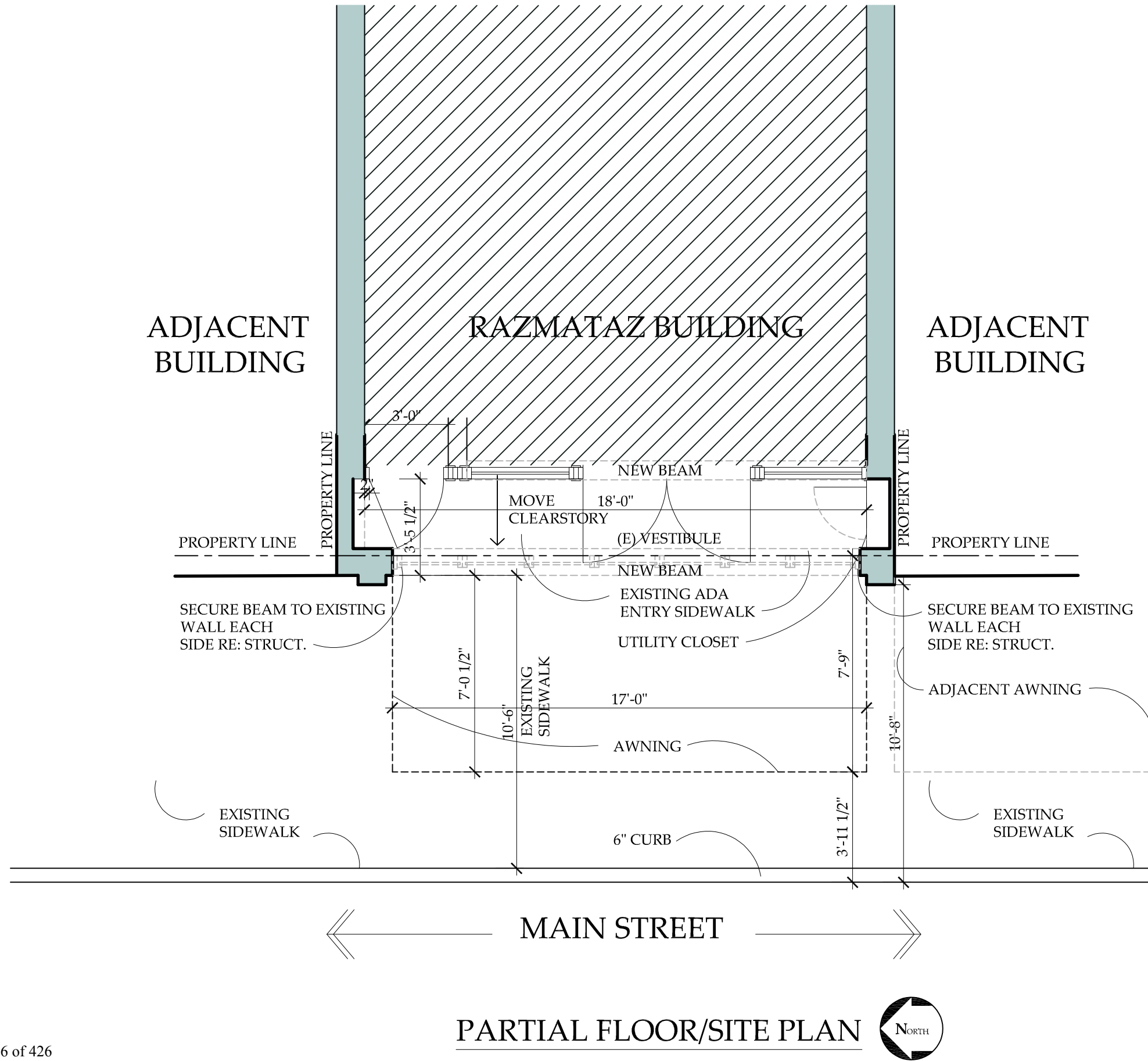
Resolution No. _____

Description: License to Encroach, 805 South Main Street, 2020-07-LIC

Date Approved: _____

A1
EXHIBIT C





DATE:
4.24.2020 REV

PROJECT NO.
20-209

rhadiusp.c.
an architectural corporation

112 Rancho Trail Georgetown, Texas 78628
303.594.5959

Razmataz Storefront

805 S Main Street
Georgetown, Texas 78626

Site Plan
SCALE 1/4"=1'-0"

A2
EXHIBIT C

REVOCABLE LICENSE AGREEMENT

THE STATE OF TEXAS

*

*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

*

This is a Revocable License Agreement by and between **the City of Georgetown, a Texas home-rule municipal corporation** (hereinafter referred to as "LICENSOR"), and **805 South Main Street, L.L.C., a Texas limited liability company**, whose address is 805 South Main Street, Georgetown, Williamson County, Texas 78626 (hereinafter referred to as "LICENSEE"). LICENSOR hereby grants a license, 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, to the said LICENSEE to permit awning(s) to encroach approximately seven and a half (7.5) feet, more or less, into the right of way of South Main Street, shown on **Exhibits "A" and "B"** (hereinafter referred to as Licensed Area), owned and occupied by the City of Georgetown, Williamson County, Texas, but such improvements shall at all times not be in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, improvements and other property, or the use of the sidewalk and right of way for it's intended purpose, and subject to the following terms and conditions

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

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

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

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

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

the Licensed Area which may be acceptable to the City, and should the Licensee, assigns, successors, or representatives fail or refuse to do so within 90 days after such termination then in that event the City may do or have done the work necessary for such purpose at the sole cost, risk, liability and expense of Licensee, their assigns, successors and representatives.

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

If any person or the owner of land abutting a public street, roadway, sidewalk or easement or the City's right-of-way reveals by his application for a building permit or other authorization of the City that any new, remodeling or renovating construction is desired to be made within any part of a public street, roadway, sidewalk or easement or the City's right-of-way, the requested revocable license will be reviewed for compliance with the terms and provisions of Chapter 12.09 of the Code of Ordinances, and in addition, be subject to the following conditions:

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

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

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

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

[Signature(s) and Acknowledgement on the following page(s)]

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

LICENSOR:
City of Georgetown

LICENSEE:
**805 South Main Street, L.L.C., a Texas
limited liability company**

By: _____
Sofia Nelson, Director
Planning Department

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

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

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____, as _____, of **805 South Main Street, L.L.C., a Texas limited liability company.**

Notary Public, State of Texas

APPROVED AS TO FORM:

_____ Asst. City Attorney

[Exhibit “A” and “B” to Revocable License]

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

City of Georgetown, Texas
City Council Regular Meeting
May 26, 2020

SUBJECT:

Consideration and possible action to approve a Resolution granting a **license** to **encroach** for the **placement** of **landscaping improvements** and **irrigation** in **multiple rights of way** within **Phase 3, Section 1** of the **Wolf Ranch Subdivision**; and to authorize the Director of Planning to execute that license -- Travis Baird, Real Estate Services Manager

ITEM SUMMARY:

Hillwood development has requested a license to allow the installation of landscaping improvements and supportive irrigation in the rights of way of Legacy Crossing, Holly Tree Court, Cumberland Cove, Moonlight Terrace Drive, Springhouse Road, Wolf Ridge Road, and Summerhill Lane. These are streets located within Phase 3 of the Wolf Ranch Subdivision. The purpose of the landscaping improvements are to enhance the overall aesthetic of the area for the general public.

Staff recommends approval of this item.

Project No. 2020-6-LIC

FINANCIAL IMPACT:

N/A. Costs of installation and maintenance of the improvements will be the developers.

SUBMITTED BY:

Travis Baird-Real Estate Services Manager

ATTACHMENTS:

Resolution Package

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN
MAKING CERTAIN DETERMINATIONS AND AUTHORIZING THE
PLANNING DIRECTOR TO EXECUTE A REVOCABLE LICENSE
AGREEMENT PERTAINING TO THE ENCROACHMENT OF
LANDSCAPING AND IRRIGATION LINES INTO MULTIPLE RIGHTS OF
WAY OF IN AND ADJACENT TO WOLF RANCH SECTION 3 PHASE 1,
NORTH OF SH-29.**

WHEREAS, the City of Georgetown (the City) owns real property which are the rights of way of Legacy Crossing, Holly Tree Court, Cumberland Cove, Moonlight Terrace Drive, Springhouse Road, Wolf Ridge Road, and Summerhill Lane; and

WHEREAS, the City has received a request to allow the encroachment into the right of way to allow the construction and installation of landscaping, including low shrubs, grasses, and similar plants, and irrigation lines, to be placed in the above mentioned rights of way, utilizing areas depicted in Exhibit "A", attached hereto (License Area); and,

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

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

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

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

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

Resolution No. _____

Description: License to Encroach, WR Sec 3 Phase 1, 2020-6-LIC

Date Approved: _____

RESOLVED this _____ day of _____, 2020.

CITY OF GEORGETOWN

ATTEST:

By: _____
Dale Ross, Mayor

Robyn Densmore, City Secretary

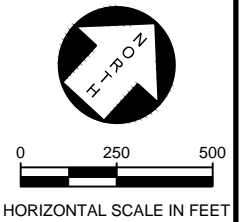
APPROVED AS TO FORM:

Charlie McNabb, City Attorney

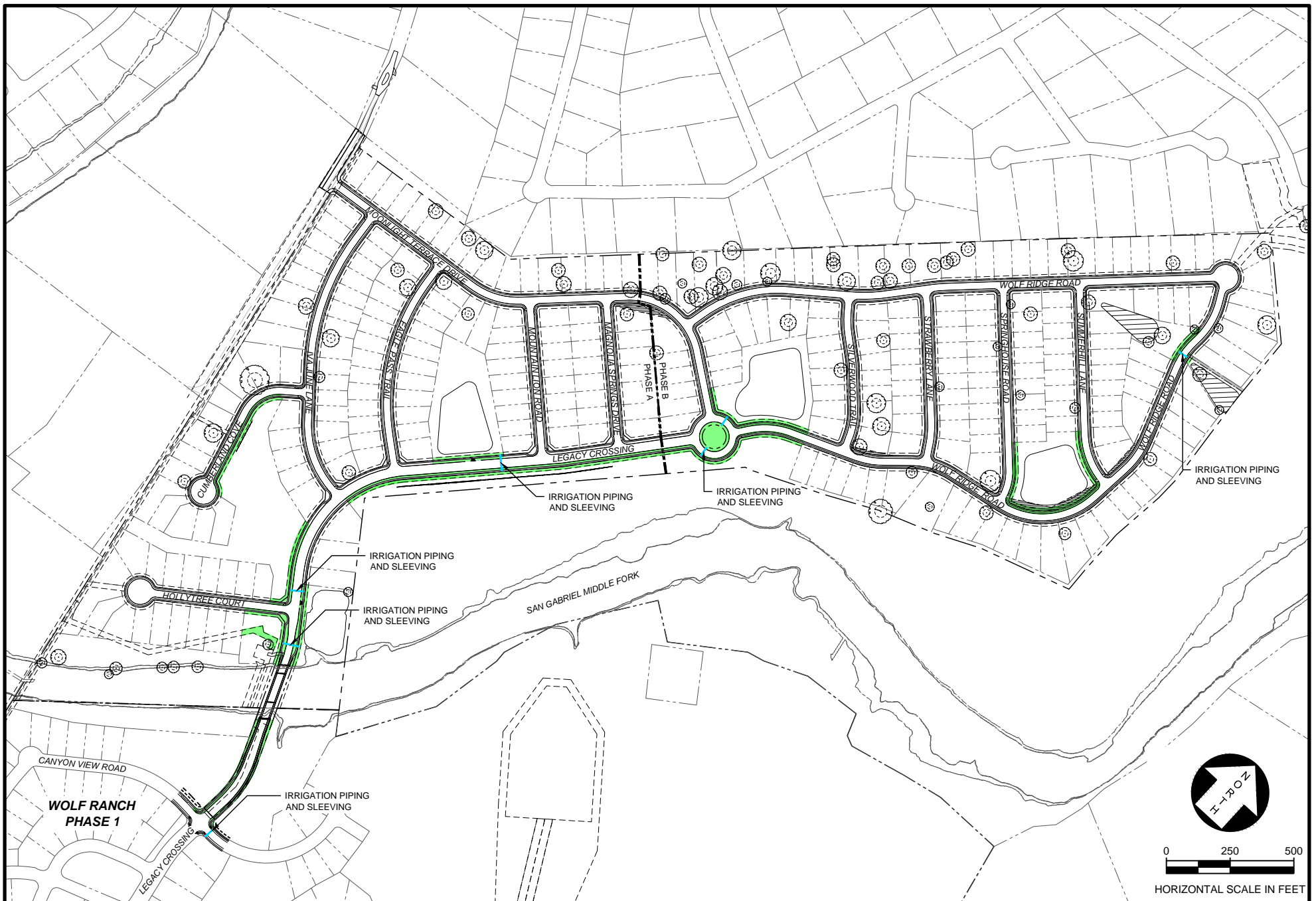
Resolution No. _____

Description: License to Encroach, WR Sec 3 Phase 1, 2020-6-LIC

Date Approved: _____



Page 135 of 426



License to Encroach- Exhibit 1- Irrigation

Wolf Ranch Phase 3 A/B

City of Georgetown Sheet 2 of 2

Page 136 of 426

covey
landscape architects
March 23, 2020

*

*

*

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

the Licensed Area which may be acceptable to the City, and should the Licensee, assigns, successors, or representatives fail or refuse to do so within 90 days after such termination then in that event the City may do or have done the work necessary for such purpose at the sole cost, risk, liability and expense of Licensee, their assigns, successors and representatives.

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

If any person or the owner of land abutting a public street, roadway, sidewalk or easement or the City's right-of-way reveals by his application for a building permit or other authorization of the City that any new, remodeling or renovating construction is desired to be made within any part of a public street, roadway, sidewalk or easement or the City's right-of-way, the requested revocable license will be reviewed for compliance with the terms and provisions of Chapter 12.09 of the Code of Ordinances, and in addition, be subject to the following conditions:

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

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

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

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

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

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

LICENSOR:
City of Georgetown

LICENSEE:
H4 WR Phase 3A, LLC., a Texas limited liability company

By: _____
Sofia Nelson, Director,
Planning Department

By: _____
Print: _____
Title: _____

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

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

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____, _____, of **H4 WR Phase 3A, LLC, a Texas limited liability company**, on behalf of said company

Notary Public, State of Texas

APPROVED AS TO FORM:

_____, Assistant City Attorney

[Exhibit “A” to Revocable License]

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

City of Georgetown, Texas
City Council Regular Meeting
May 26, 2020

SUBJECT:

Public Hearing and First Reading of an Ordinance for a **Zoning Map Amendment** to **rezone** an approximately **28.139-acre** tract of land out of the David Wright Survey, Abstract No. 13, **from the Agricultural (AG) district to the Industrial (IN) district**, for the property generally located at **3033 Airport Road** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is requesting to rezone the Agricultural (AG) zoned property to Industrial (IN).

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 meets 5 of the 5 criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in the attached Staff Report.

Public Notification

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (6 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (April 19, 2020) and signs were posted on-site. To date, staff has received 0 written comments in favor, and 0 in opposition to the request.

Planning and Zoning Commission:

At their May 5th, 2020 meeting, the Planning and Zoning Commission voted unanimously in favor of the request. (7-0)

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:

Michael Patroski, Planner

ATTACHMENTS:

2020-4-REZ - P&Z Staff Report

Exhibit 1-Location Map

Exhibit 2-Future Land Use Map

Exhibit 3- Zoning Map

Exhibit 4-Design and development standards of the IN District

Exhibit 5- Letter of Intent

Ordinance with Exhibit

Presentation

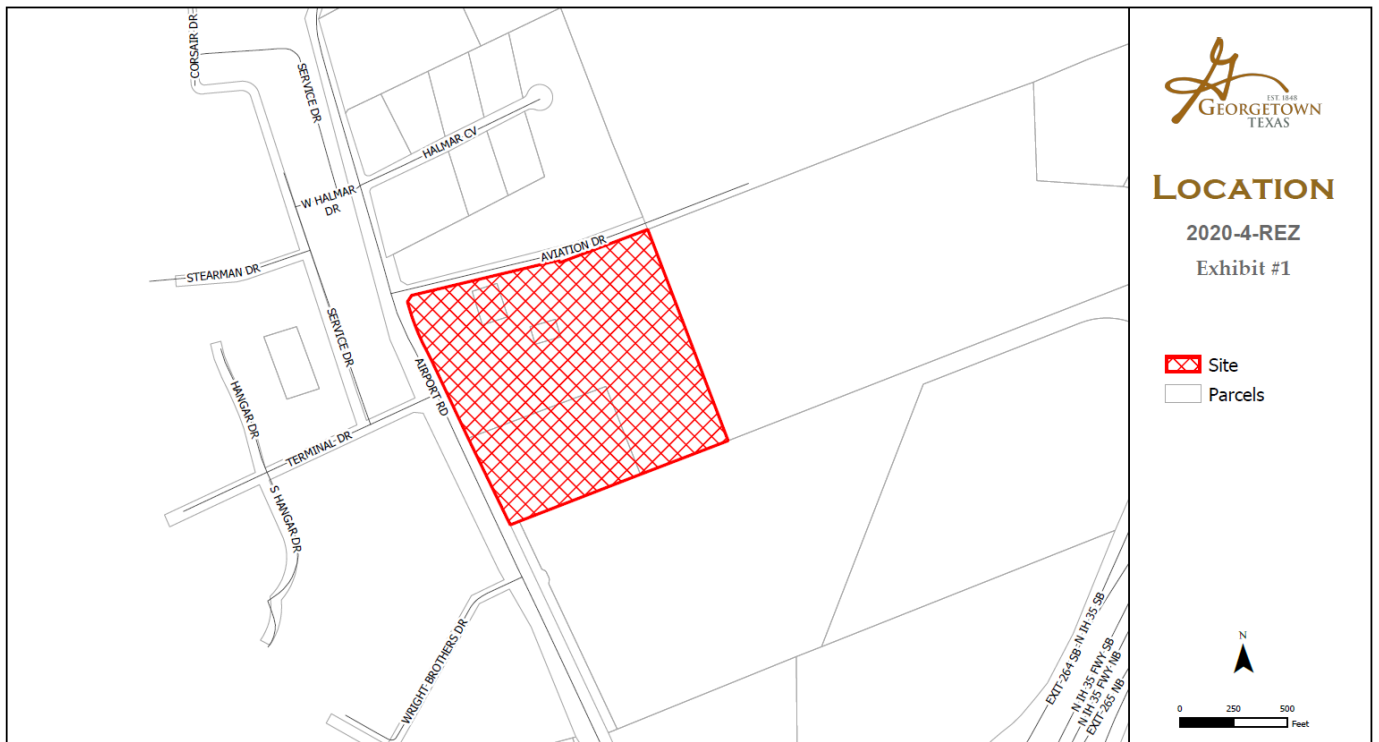


Planning and Zoning Commission Planning Department Staff Report

Report Date: May 1, 2020
Case No: 2020-4-REZ
Project Planner: Michael Patroski

Item Details

Project Name: TOPE Rezoning
Project Location: 3033 Airport Road, within City Council district No. 5.
Total Acreage: 28.139
Legal Description: 28.139-acre tract of land out of the David Wright Survey, Abstract No. 13
Applicant: Texas Outdoor Power Equipment, c/o Bob Elliott
Property Owner: PLACE designers, c/o Vincent Shaw
Request: Zoning Map Amendment to rezone the subject property from **Agricultural (AG)** to **Industrial (IN)**.
Case History: This is the first public hearing of this request. A rezoning application for the 17-acre property to the northeast was approved December 10, 2019 (2019-15-REZ) and the adjacent 88.92 property was approved February 11, 2020 (2019-23-REZ). Both properties also proposed rezoning from Agriculture (AG) to Industrial (IN).



Planning Department Staff Report

Overview of Applicant's Request

The applicant has request to rezone the 28.139-acre property from Agriculture (AG) to Industrial (IN).

Site Information

Location:

The subject property is located 3033 Airport Road, southeast of the Airport Road and Aviation Drive intersection.

Physical and Natural Features:

The subject property is predominantly flat with moderate tree coverage. Currently there are two residential structures and two single-story metal structures located on the site.

Future Land Use and Zoning Designations:

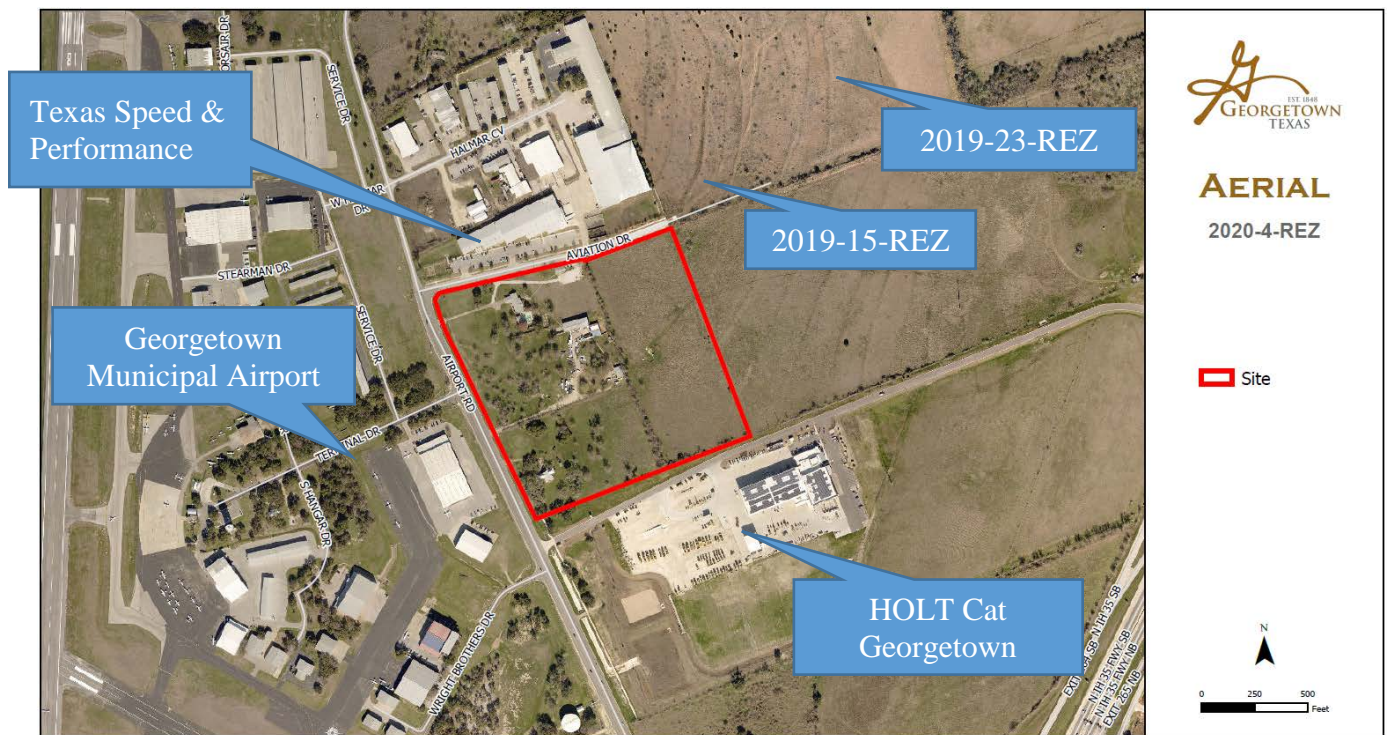
The subject property has an Employment Center Future Land Use designation and is currently zoned Agriculture (AG).

Surrounding Properties:

The subject property is located along Airport Road in between HOLT Cat Georgetown to the south and an industrial park to the north, in an area of the city that is currently underdeveloped. Across the street from the subject property is the Georgetown Municipal Airport. However, the adjacent Agricultural (AG) property to the east is vacant. While the area is primarily underdeveloped, it is planned for a mix of commercial, industrial, institutional, and employment uses, to be supported by road infrastructure within the area and connecting it to I-35 and SH-130.

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

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	Industrial (IN)	Employment Center	Industrial Park
South	Planned Unit Development (PUD) with a base of Industrial (IN), Ord 2017-07	Employment Center	HOLT Cat Georgetown
East	Agriculture (AG)	Employment Center	Vacant
West	Planned Unit Development (PUD) with a base of Industrial (IN), Ord 2005-75	Institutional	Georgetown Municipal Airport/Airport Road



Property History:

The subject property was annexed into the City of Georgetown on November 28, 2006 (Ord. 2006-133). When annexed, the subject property was given the base zoning district Agriculture (AG), which is the default initial zoning upon annexation. This is the first rezoning case for the subject property.

Comprehensive Plan Guidance

Future Land Use Map:

Centers with employment-generating uses support heightened economic activity through quality architectural design and well-integrated supporting uses such as retail, restaurants. The inclusion of moderate to high density residential is appropriate as a supporting use to these areas of commerce and employment. Because these areas often act as a transition between more intensely developed industrial uses and residential neighborhoods, standards should be developed to ensure that development of these activities is compatible with the character of the surrounding area. Care should be taken to protect adjacent uses from adverse impacts potentially associated with existing industrial uses (commercial traffic, outside storage, etc.), using buffering and/or performance based development standards.

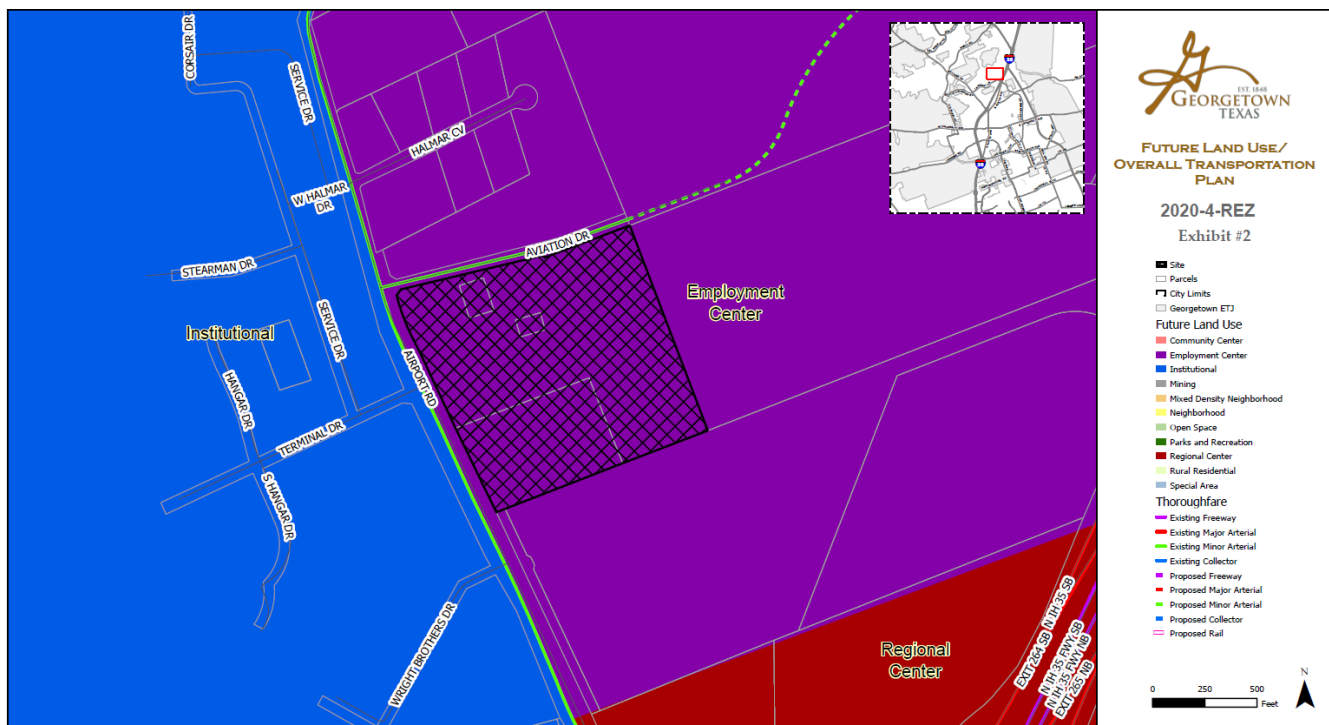
Employment Center (EC)

DUA: 14 or more

Target Ratio: 80% nonresidential, 20% residential

Primary Use: Advanced manufacturing, life sciences, and professional services.

Secondary Uses: Flex workspace, environmentally friendly manufacturing, retail, commercial, high-density residential, and mixed use.



Utilities

The subject property is located within the City's service area for water, wastewater and electric. It is anticipated that there is adequate capacity to serve the subject property at this time. A Utility Evaluation may be required at time of Subdivision Plat or Site Development Plan to determine capacity and any necessary utility improvements.

Transportation

The subject property currently has an estimated 1,151' of frontage along Airport Road and 1,205' of frontage along Aviation Drive. Both roadways are Existing Minor Arterials as designated in the City's 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.

Additionally, the 2035 Thoroughfare Plan displays that Aviation Drive is intended to extend and connect to I-35 and SH-130 Toll Road, both of which are classified as freeways.

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.

Planning Department Staff Report

Proposed Zoning district

The Industrial (IN) district is intended to provide a location for manufacturing and industrial activities that may generate some nuisances. Traffic generation will likely include heavy vehicles, making access to an arterial or freeway necessary. Unless separated by a major roadway, the Industrial District is not appropriate adjacent to any residential uses.

Permitted uses in this district include, but are not limited to, emergency services station, driving range, bus barn, transit passenger terminal, wholesale showrooms, manufacturing, processing and assembly, and heavy equipment and repair. Other uses such as kennels, heliport, temporary concrete products, and construction field offices are permitted subject to specific design limitations to ensure compatibility with the surrounding properties. Certain land uses including substance abuse clinic, indoor firing range, airport, and waste related uses may be permitted subject to approval of a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of IN district permitted uses and development standards.

Due to the high intensity of the Industrial (IN) zoning district, this district is the only district that permits general outdoor storage, which is defined as the storage of merchandise, goods or materials that are not actively for sale. This includes but is not limited to items that are stacked on pallets and shelves, stored in shipping containers or conexes, and semi-trailers not attached to a truck. However, it is important to note that outdoor storage is not permitted in a front or street yard, and must be screened by a solid opaque wall or fence. These standards minimize the impact that the outdoor storage may have on the area.

Intergovernmental and Interdepartmental Review

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

Approval Criteria

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

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	Complies
An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	Complies
The entire subject property is located within the Employment Center Future Land Use category. The Employment Center category is described in the 2030 Comprehensive Plan as areas intended for centers with employment-generating uses that support heightened economic activity through quality architectural design and well-integrated supporting uses.	

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA

The Industrial (IN) zoning district is one of the districts that is contemplated within the Employment Center category. Uses encouraged within this category include advanced manufacturing, life sciences, and professional services, all of which are uses permitted in the IN district. In addition, the Employment Center category recommends a residential versus non-residential ratio of 20% and 80% respectively. Currently, 100% of the category is non-residential; however, it is important to note that approximately 34% of the area is comprised of agricultural uses, which may include limited residential uses. Due to the amount of remaining vacant land currently designated Agriculture (AG), this rezoning, if approved, leaves available vacant land with greater exposure and access to I-35, SH-130 and Airport Road, which will be appropriate for major commercial development and other residential supporting uses, as contemplated in the Comprehensive Plan.

3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	Complies
---	-----------------

The zoning change would promote safe orderly development of the City as the industrial use would be clustered with other industrial/institutional uses, thereby reducing the chance for land use conflicts.

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

The subject property is located along the eastern portion of Airport Road with Industrial based uses directly adjacent to the north and south, and with vacant property to the east. The subject property along with all directly adjacent parcels have the shared Future Land Use designation of Employment Center, indicating that the area will slowly develop with an employment focus.

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

The size and shape of the property allows for a typical industrial floor plan with enough land remaining to meet parking needs, as well as other site improvement requirements such as bufferyards, landscaping, and impervious cover.

Based on the findings listed above, staff finds that the requested Industrial (IN) zoning district complies with the approval criteria for a Zoning Map Amendment. The requested zoning change is compatible with the adjacent land uses, and is located in an area with access to major thoroughfares and supporting commercial uses to support the uses allowed in the requested zoning district. In addition, the Industrial (IN) district will be in line with the type of development envisioned in the Future Land Use designation of the 2030 Comprehensive Plan.

Meetings Schedule

5/5/2020 – Planning and Zoning Commission
 5/26/2020 – City Council First Reading of the Ordinance
 6/9/2020 – City Council Second Reading of the Ordinance

Planning Department Staff Report

Public Notification

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (6 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (April 19, 2020) and signs were posted on-site. To date, staff has received 0 written comments in favor, and 0 in opposition to the request.

Attachments

- Exhibit 1 – Location Map
- Exhibit 2 – Future Land Use Map
- Exhibit 3 – Zoning Map
- Exhibit 4 – Design and development standards of the Industrial (IN) zoning district
- Exhibit 5 – Letter of Intent



LOCATION

2020-4-REZ

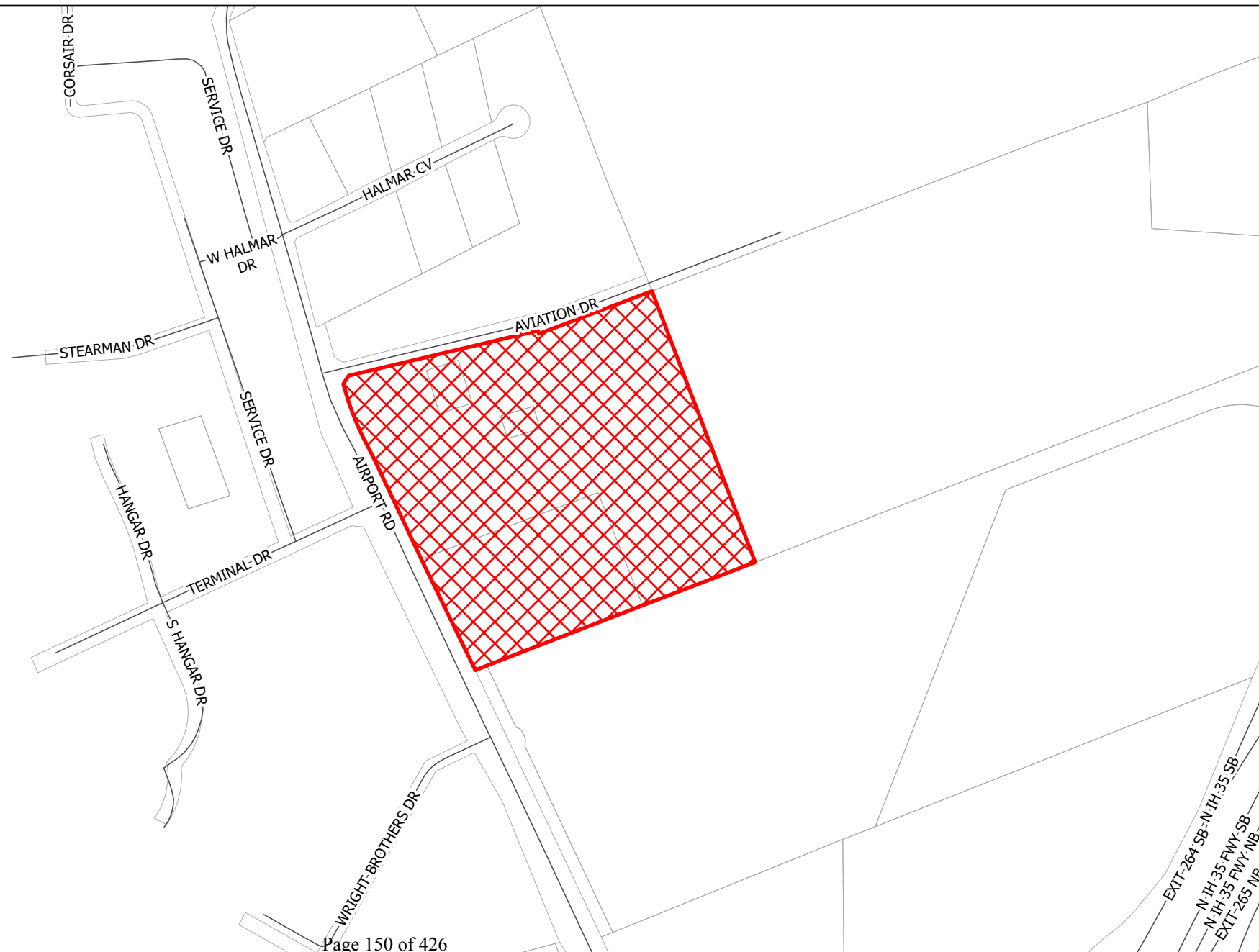
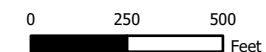
Exhibit #1

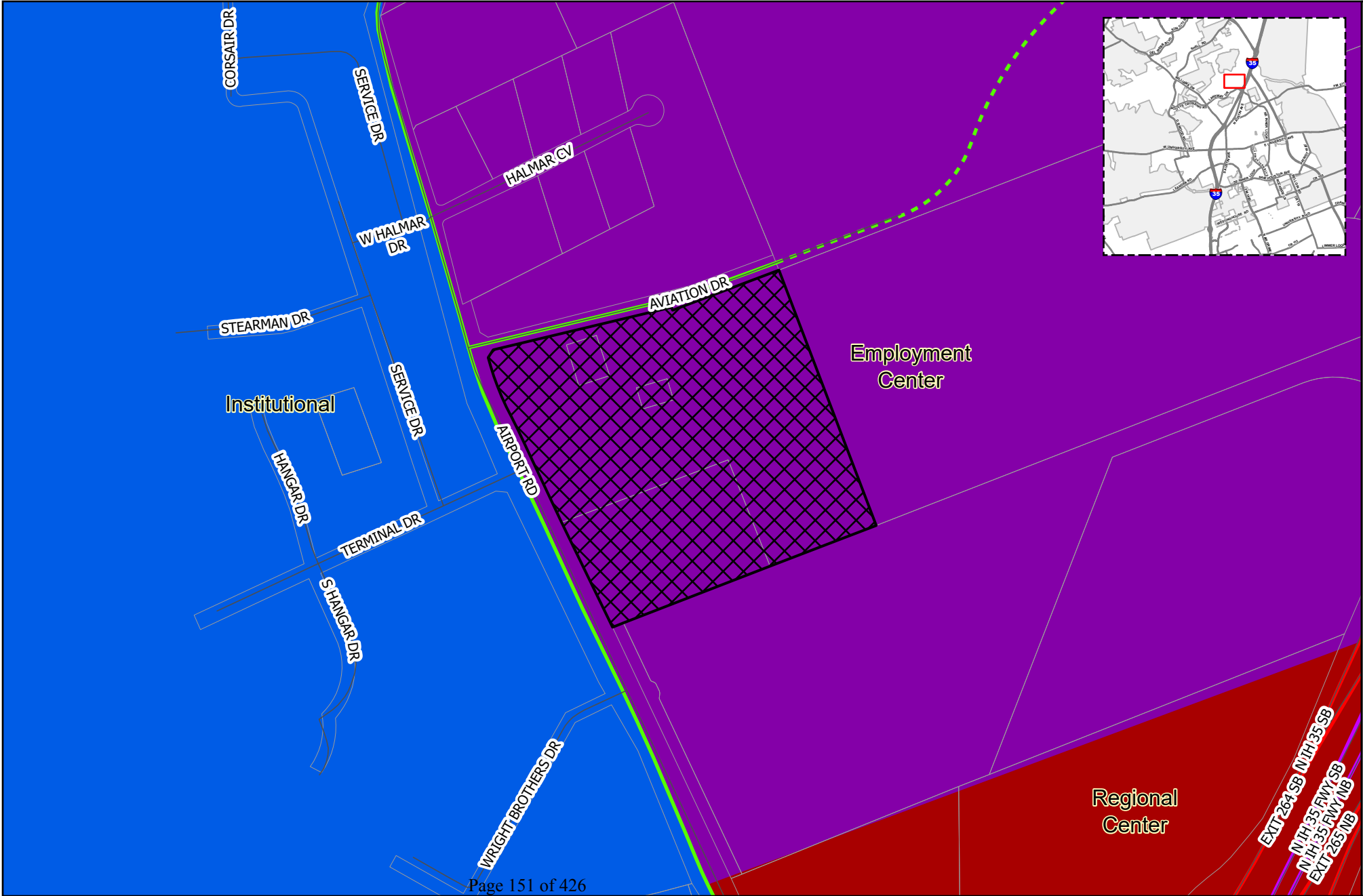


Site



Parcels

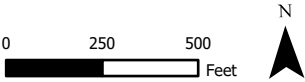


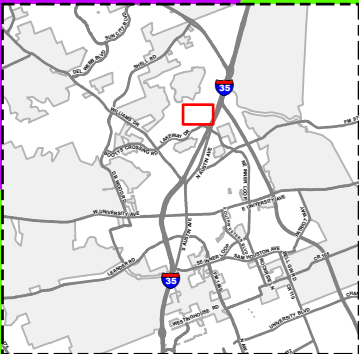
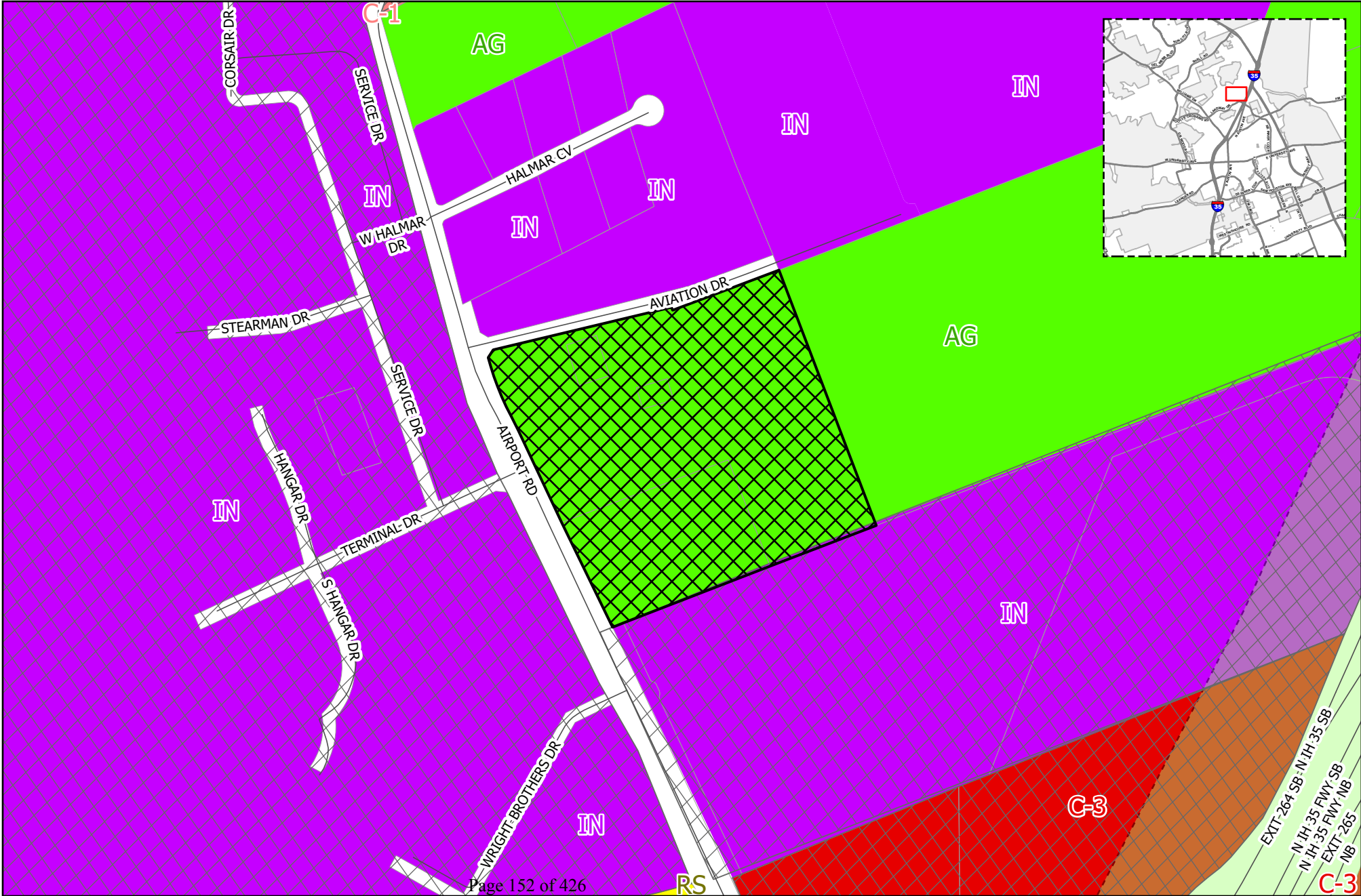


**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

2020-4-REZ
Exhibit #2

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





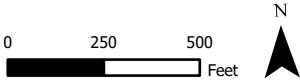
ZONING

2020-4-REZ

Exhibit #3

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

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



INDUSTRIAL (IN) DISTRICT

District Development Standards

Maximum Building Height = 60 feet	Front/Street Setback = 25 feet Side Setback = 10 feet Side Setback to Residential = 25 feet Rear Setback = 10 feet Rear Setback to Residential = 35 feet	Bufferyard = 30 feet with a fence and plantings adjacent to AG, RE, RL, RS, TF, MH, TH, MF-1, or MF-2 districts
-----------------------------------	--	---

Specific Uses Allowed within the District

Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Emergency Services Station Government/Post Office Naure Presreve/Community Garden Food Catering Services Athletic Facility, Indoor/Outdoor Driving Range Medical or Dental Office Medical or Dental Clinic Medical Complex General Office Integrated Office Center Data Center Artisan Studio/Gallery Small Engine Repair Self-Storage, Indoor Commercial Document Storage Event Catering/Equipment Rental Furniture Repair/Upholstery Heavy Equipment Sales/Repair Pest Control/Janitorial Services Office/Showroom Wholesale Showrooms Stone/Dirt/Mulch Sales Yards Manufactured Housing Sales Car Sales/Rental/Leasing Facility Car Parts/Accessories Sales, Outdoor Car Repair/Service, Limited Bus Barn Parking Lot, Off-site/Commercial Park-n-Ride Facility Private Transport Service Dispatch Facility Rail or Transit Yard Transit Passenger Terminal Utilities (Minor, Intermediate, Major) Contractor Services, Limited/General Movie Production Printing/Publishing Office/Warehouse Manufacturing, Processing and Assembly, Limited/General	Business/Trade School Animal Shelter Neighborhood Public Park Kennel Self-Storage, Outdoor Heliport Wireless Transmission Facility (>40') Seasonal Product Sales Farmer's market, Temporary Mobile/Outdoor Food Vendor Business Offices, Temporary Concrete Products, Temporary Construction Field Office Construction Staging, Off-site Parking Lot, Temporary Towing Services/Impound Lots Allowed by Right con't Warehouse/Distribution, Limited/General Truck Terminal Lumber Yard Dry Cleaning/Laundry Plant Asphalt/Concrete Batch Plant Recycling Collection Center Meat Market Taxidermist Recreational Vehicle Sales	Correctional Facility Hospital Psychiatric Hospital Substance Abuse Clinic Cemetery, Columbaria, Mausoleum, or Memorial Park Sexually Oriented Business Major Event Entertainment Indoor Firing Range Fuel Sales Car Wash Airport Wireless Transmission Facility (<41') Resource Extraction Oil Refinery/Distribution Waste Related Uses Wrecking, Scrap, Salvage yard Restaurant, General Restaurant, Drive-Through

March 11, 2020

City of Georgetown
Planning Department
406 W 8th Street
Georgetown, TX 78626

RE: Zoning Map Amendment - Letter of Intent
Texas Outdoor Power Equipment
3033 Airport Road, Georgetown, TX 78628

Planning Director:

On behalf of our client, PLACE Designers, Inc. provides the information contained within this letter that addresses the requested Zoning change.

Existing and proposed base zoning districts:

Currently the 28.15 acre property is zoned Agriculture (AG). This Zoning Map Amendment proposes to rezone the property to Industrial (IN).

Future Land Use

The existing Future Land Use designation is Employment Center (EC). A pre-application meeting associated with this project was conducted in May of 2018. The proposed Zoning of IN is a permitted zoning within the EC FLU designation, therefore this application does not propose to amend the existing FLU designation. The market in this area of Georgetown calls for growth and development of industrial use. The site backs up to and is surrounded by like use. The surrounding area has a balanced use of Industrial, Commercial and Multi-Family use. The existing Growth Tier designation is Tier 1B (developing).

Transportation

The property has frontage along Airport Road as well as Aviation Drive. Aviation Drive is currently a two lane undivided street, however, the future transportation plan shows that Aviation Drive is to be improved into a Minor Arterial which will connect Airport Road and IH-35 southbound frontage road.

Zoning Approval Criteria

We submit this application as complete and share the information contained within this application as sufficient and correct enough to allow adequate review and final action. The following information is to satisfy items B through E of section 3.06.030 for the Rezoning Approval Criteria.

B. Is the zoning change consistent with the Comprehensive Plan

Yes. The future land use reflects EC & RC for this area. This zoning change is also supported by the future expansion of both infrastructure and transportation.

C. Does the zoning change support health, safety, general welfare and safe, orderly, healthful development

This zoning change supports, and is in line with, the surrounding zoning and uses of nearby properties and this area of town's available transportation corridors, as well as the proximity to Georgetown Municipal Airport.

D. Is the zoning change compatible with the present zoning, uses & characteristics of nearby property

This zoning change is compatible with the present, surrounding zoning and conforms with the uses of the nearby properties due to the proximity to Georgetown Municipal Airport.

E. Is the zoning change suitable for permitted district uses

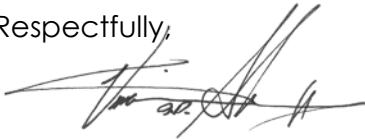
This zoning change promotes suitable uses compatible with the present, surrounding zoning and conforms with the uses of the nearby properties due to the existing surrounding industrial use and proximity to Georgetown Municipal Airport.

The site contains no existing structures that the owner would like to reuse.

The property is not outside city limits and will not need a petition for annexation.

Thank you for your consideration.

Respectfully,



Vincent J.D. Shaw, Project Manager
PLACE designers, Inc.

ORDINANCE NO. _____

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 28.139-acre tract of land, located in the David Wright Survey, Abstract No. 13, generally located at 3033 Airport Road, from Agricultural (AG) to Industrial (IN) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12th day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

28.139-acre tract of land, located in the David Wright Survey, Abstract No. 13, generally located at 3033 Airport Road, as recorded in Document Number 2017046361 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 May 5, 2020, held the required public hearing and submitted a recommendation of denial to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on May 26, 2020, held an additional public hearing prior to taking action on the requested rezoning of the Property.

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:

Section 1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 2. The Official Zoning Map, as well as the Zoning District classification(s) for the Property is hereby amended from the Agricultural (AG) to the Industrial (IN) district, in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Legal Description) and incorporated herein by reference.

Ordinance Number: _____

Page 1 of 2

Description: TOPE Rezoning

Case File Number: 2020-4-REZ

Date Approved: 6/9/2020

Exhibits A-B Attached

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

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

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

APPROVED on First Reading on the 26th day of May, 2020.

APPROVED AND ADOPTED on Second Reading on the 9th day of June, 2020.

THE CITY OF GEORGETOWN:

ATTEST:

Dale Ross
Mayor

Robyn Densmore,
City Secretary

APPROVED AS TO FORM:

Charlie McNabb
City Attorney

Ordinance Number: _____

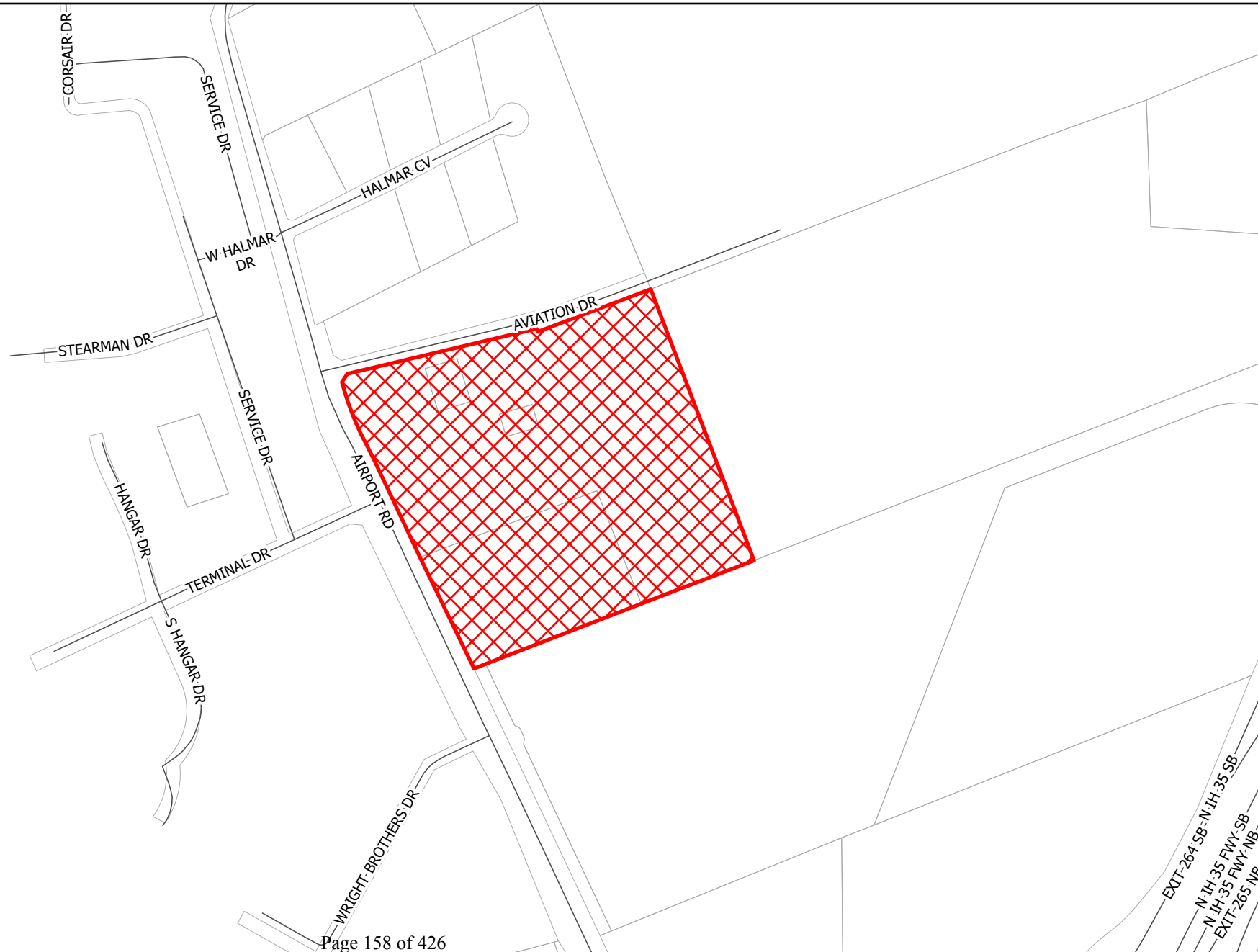
Description: TOPE Rezoning

Date Approved: 6/9/2020

Page 2 of 2

Case File Number: 2020-4-REZ

Exhibits A-B Attached



LOCATION

2020-4-REZ

Exhibit #1



Site

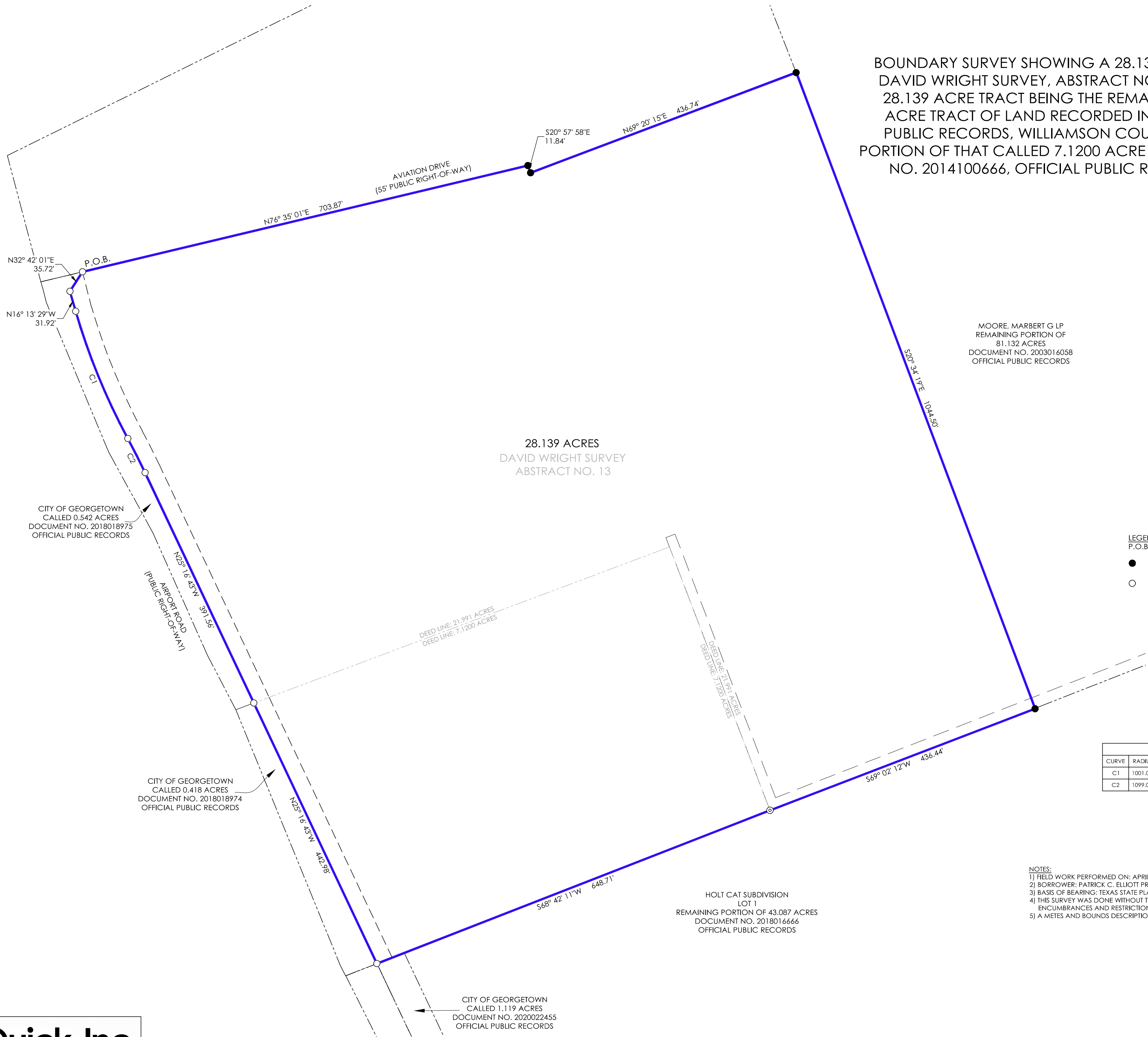


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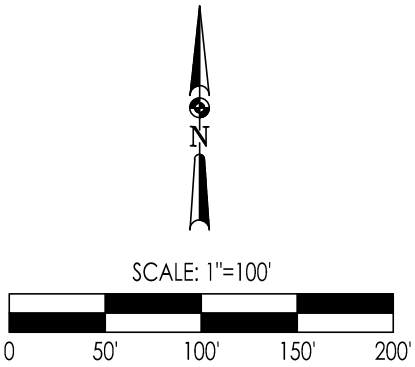


0 250 500
Feet

BOUNDARY SURVEY SHOWING A 28.139 ACRE TRACT OF LAND LOCATED IN THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13, WILLIAMSON COUNTY, TEXAS, SAID 28.139 ACRE TRACT BEING THE REMAINING PORTION OF THAT CERTAIN 21.991 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2017046361, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE REMAINING PORTION OF THAT CALLED 7.1200 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2014100666, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



MOORE, MARBERT G LP
REMAINING PORTION OF
81.132 ACRES
DOCUMENT NO. 2003016058
OFFICIAL PUBLIC RECORDS



- LEGEND
- P.O.B. POINT OF BEGINNING
 - 1/2" IRON ROD FOUND
 - SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	1001.00'	211.69'	12°07'01"	N22° 17' 00"W	211.30'
C2	1099.00'	58.75'	3°03'46"	N26° 48' 37"W	58.74'

- NOTES:
- 1) FIELD WORK PERFORMED ON: APRIL 23, 2020
 - 2) BORROWER: PATRICK C. ELLIOTT PROPERTIES, LTD.
 - 3) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE NAD83
 - 4) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
 - 5) A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

Travis L. Quicksall
TRAVIS L. QUICKSALL DATE: APRIL 24, 2020
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6447
JOB NO. 17-2073



Land Surveying. Land Planning. Consulting.

Firm: 10194104 512-915-4950

1430 N. Robertson Road, Salado, Texas 76571

FIELD NOTES FOR A 28.139 ACRE TRACT OF LAND:

BEING A 28.139 ACRE TRACT OF LAND, LOCATED IN THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13, WILLIAMSON COUNTY, TEXAS; SAID 28.139 ACRE TRACT, BEING THE REMAINING PORTION OF THAT CERTAIN 21.991 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2017046361, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE REMAINING PORTION OF THAT CALLED 7.1200 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2014100666, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 28.139 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap set for a common angle point of the east right-of-way line of Airport Road and the south right-of-way line of Aviation Drive, an angle point of that called 0.542 acre tract of land deeded to the City of Georgetown, recorded in Document No. 2018018975, Official Public Records, Williamson County, Texas, an angle point of the remainder of said 21.991 acre tract, and being an exterior angle point of the herein described tract of land;

Thence, with the south right-of-way line of Aviation Drive, the north lines of the remainder of said 21.991 acre tract, the following three (3) courses and distances:

1. **N 76° 35' 01" E**, a distance of **703.87'**, to a 1/2" iron rod located for an exterior corner of the herein described tract of land;
2. **S 20° 57' 58" E**, a distance of **11.84'**, to a 1/2" iron rod located for an interior corner of the herein described tract of land;
3. **N 69° 20' 15" E**, a distance of **436.74'**, to a 1/2" iron rod located for the southeast right-of-way corner of Aviation Drive, the northeast corner of the remainder of said 21.991 acre tract, being in a southwest line of that called

81.132 acre tract of land recorded in Document No. 2003016058, Official Public Records, Williamson County, Texas, and being the northeast corner of the herein described tract of land;

4. **Thence**, with the northeast line of the remainder of said 21.991 acre tract, the southwest line of said 81.132 acre tract, **S 20° 34' 19" E**, a distance of **1044.50'**, to a 1/2" iron rod located for the southeast corner of the remainder of said 21.991 acre tract, the southwest corner of said 81.132 acre tract, being an angle point in a northwest line of the remaining portion of that called Lot 1, of Holt Cat Subdivision – Lot 1, according to the plat of record in Document No. 2018016666, Official Public Records, Williamson County, Texas, and being the southeast corner of the herein described tract of land;
5. **Thence**, with a southeast line of the remainder of said 21.991 acre tract, a northwest line of the remainder of said Lot 1, **S 69° 02' 12" W**, a distance of **436.44'**, to a 5/8" iron rod located for an exterior corner of the remainder of said 21.991 acre tract, the southeast corner of the remainder of said 7.1200 acre tract, being an angle point in the northwest line of the remainder of said Lot 1, and being an angle point of the herein described tract of land;
6. **Thence**, with the southeast line of the remainder of said 7.1200 acre tract, a northwest line of the remainder of said Lot 1, **S 68° 42' 11" W**, a distance of **648.71'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap set in the northeast right-of-way line of Airport Road, being the southeast corner of that called 0.418 acre tract of land deeded to the City of Georgetown, recorded in Document No. 2018018974, Official Public Records, Williamson County, Texas, the northwest corner of that called 1.119 acre tract of land deeded to the City of Georgetown, recorded in Document No. 2020022455, Official Public Records, Williamson County, Texas, being the southwest corner of the remainder of said 7.1200 acre tract, and being the southwest corner of the herein described tract of land;

Thence, with the northeast right-of-way line of Airport Road, the northeast lines of said 0.418 acre tract and said 0.542 acre tract, the southwest lines of the remainder of said 7.1200 acre tract and said 21.991 acre tract, the following six (6) courses and distances:


7. **N 25° 16' 43" W**, passing a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap set at a distance of 442.98' for the common corners of said 0.418 acre tract, said 0.542 acre tract, the remainder of said 7.1200 acre tract, and the remainder of said 21.991 acre tract, continuing a total distance of

834.54', to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap set for the beginning of a curve to the left of the herein described tract of land;

8. with said curve to the left containing a radius of 1099.00', a central angle of 003°03'46", a chord which bears N 26° 48' 37" W, a chord distance of 58.74', continuing a total **curve length** of **58.75'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap set for the beginning of a curve to the right of the herein described tract of land;
9. with said curve to the right containing a radius of 1001.00', a central angle of 012°07'01", a chord which bears N 22° 17' 00" W, a chord distance of 211.30', continuing a total **curve length** of **211.69'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap set for a point of tangency of the herein described tract of land;
10. **N 16° 13' 29" W**, a distance of **31.92'**, 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap set for an angle point of the herein described tract of land;
11. **N 32° 42' 01" E**, a distance of **35.72'**, to the **POINT OF BEGINNING** containing **28.139 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.




Travis L. Quicksall RPLS #6447
Date: 04/24/2020
Job #17-2073

TOPE Rezoning 2020-4-REZ

First City Council Meeting
May 26, 2020

Item Under Consideration

2020-4-REZ

- Public Hearing and First Reading of an Ordinance for a Zoning Map Amendment to rezone an approximately 28.139-acre tract of land out of the David Wright Survey, Abstract No. 13, from the Agricultural (AG) district to the Industrial (IN) district, for the property generally located at 3033 Airport Road (2020-4-REZ) –Michael Patroski, Planner



LOCATION

2020-4-REZ

Exhibit #1



Site

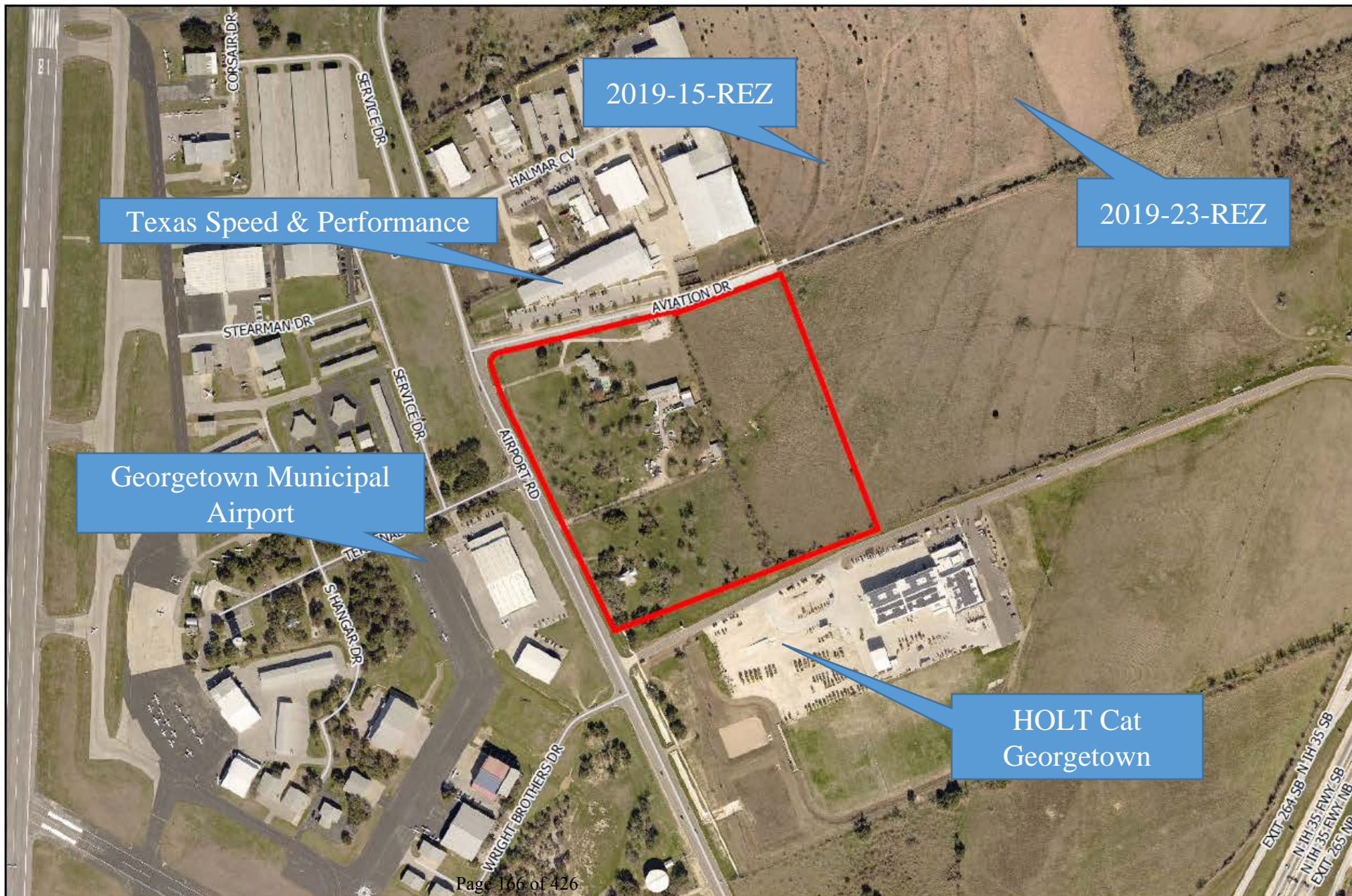


Parcels



0 250 500
Feet

Georgetown Municipal
Airport



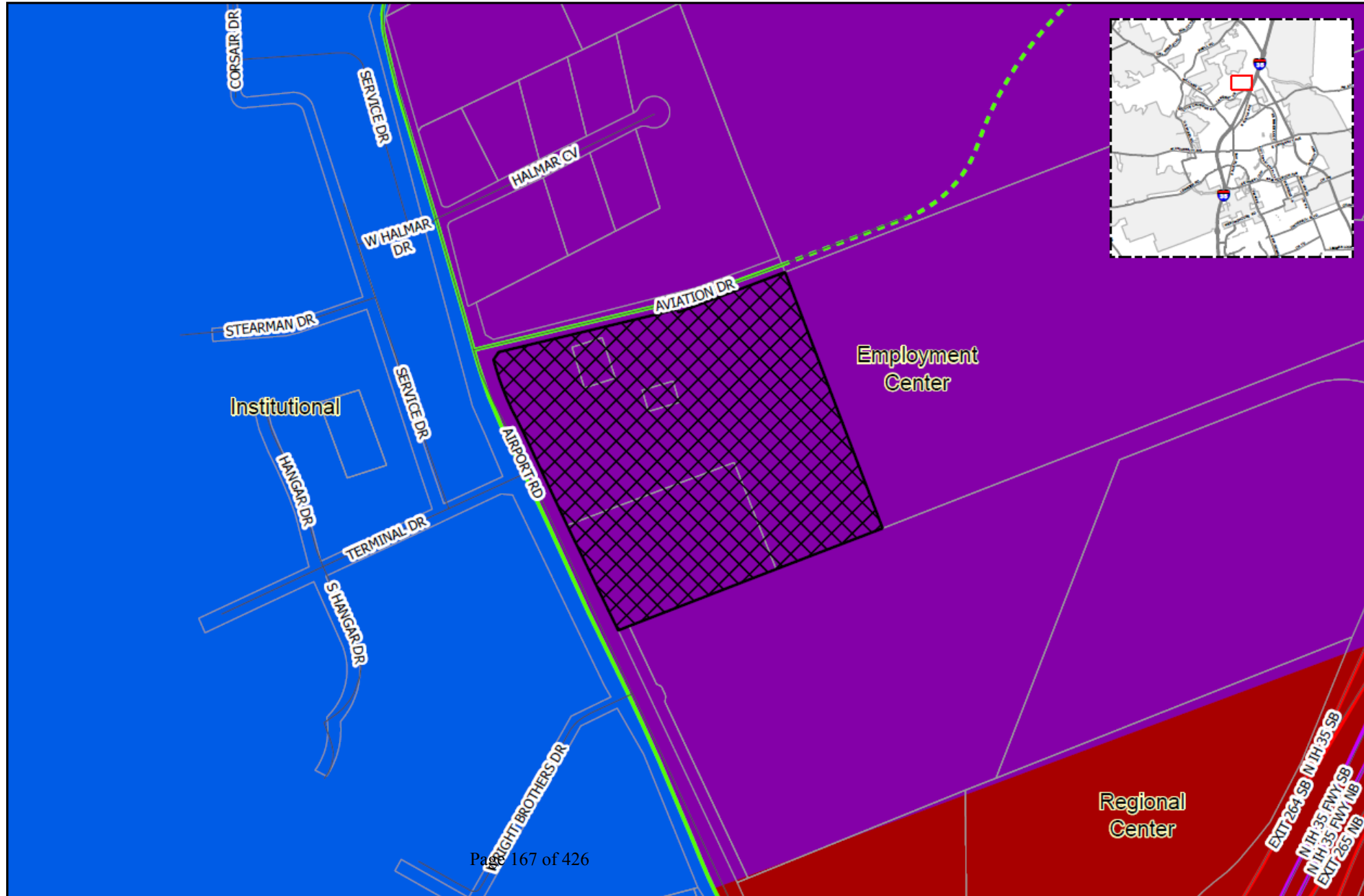
AERIAL

2020-4-REZ

 Site

N

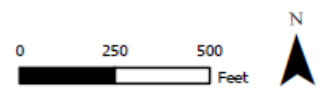
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Feet



**FUTURE LAND USE/
 OVERALL TRANSPORTATION
 PLAN**

2020-4-REZ
Exhibit #2

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



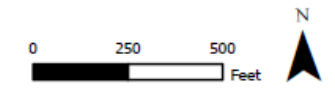


ZONING

2020-4-REZ

Exhibit #3

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



Employment Center (EC)

- Areas located at strategic locations
- Well-planned, larger employment and business activities
- May accommodate supporting uses such as retail, services and residential
- Can be transition between intense commercial and residential areas

Employment Center (EC)

DUA: 14 or more

Target Ratio: 80% nonresidential, 20% residential

Primary Use: Advanced manufacturing, life sciences, and professional services.

Secondary Uses: Flex workspace, environmentally friendly manufacturing, retail, commercial, high-density residential, and mixed use.

Industrial (IN)

- Location for manufacturing and industrial activities that can generate nuisances
- Traffic generation can include heavy vehicles
- Access to Arterial or Freeway necessary
- Not appropriate adjacent to residential uses

Dimensional Standards

- Max building height = 60'
- Front/street setback = 25'
- Side setback = 10'
- Rear setback = 10'
- Side Setback to Residential = 25'
- Rear Setback to Residential = 35'
- 30' bufferyard when adjacent to residential

Industrial (IN)

Industrial (IN)

Permitted by Right		Permitted with Limitations	Permitted with a SUP
Emergency Services Station	Car Sales/Rental/Leasing Facility	Business/Trade School	Correctional Facility
Government/Post Office	Car Parts/Accessories Sales, Outdoor	Animal Shelter	Hospital
Naure Presreve/Community Garden	Car Repair/Service, Limited	Neighborhood Public Park	Psychiatric Hospital
Food Catering Services	Bus Barn	Kennel	Substance Abuse Clinic
Athletic Facility, Indoor/Outdoor	Parking Lot, Off-site/Commercial	Self-Storage, Outdoor	Cemetery/Columbaria/Mausoleum/Memorial Park
Driving Range	Park-n-Ride Facility	Heliport	Sexually Oriented Business
Medical or Dental Office	Private Transport Service Dispatch Facility	Wireless Transmission Facility (>40')	Major Event Entertainment
Medical or Dental Clinic	Rail or Transit Yard	Seasonal Product Sales	Indoor Firing Range
Medical Complex	Transit Passenger Terminal	Farmer's market, Temporary	Fuel Sales
General Office	Utilities (Minor, Intermediate, Major)	Mobile/Outdoor Food Vendor	Car Wash
Integrated Office Center	Contractor Services, Limited/General	Business Offices, Temporary	Airport
Data Center	Movie Production	Concrete Products, Temporary	Wireless Transmission Facility (<41')
Artisan Studio/Gallery	Printing/Publishing	Construction Field Office	Resource Extraction
Small Engine Repair	Office/Warehouse	Construction Staging, Off-site	Oil Refinery/Distribution
Self-Storage, Indoor	Manufacturing, Processing and Assembly, Limited/General	Parking Lot, Temporary	Waste Related Uses
Commercial Document Storage	Warehouse/Distribution, Limited/General		Wrecking, Scrap, Salvage yard
Event Catering/Equipment Rental	Truck Terminal		
Furniture Repair/Upholstery	Lumber Yard		
Heavy Equipment Sales/Repair	Dry Cleaning/Laundry Plant		
Pest Control/Janitorial Services	Asphalt/Concrete Batch Plant		
Office/Showroom	Recycling Collection Center		
Wholesale Showrooms	Meat Market		
Stone/Dirt/Mulch Sales Yards	Taxidermist		
Manufactured Housing Sales			

Approval Criteria – UDC Section 3.06.030

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

Approval Criteria – UDC Section 3.06.030

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

Planning and Zoning Commission

At their May 5th, 2020 meeting, the Planning and Zoning Commission voted unanimously in favor of the request. (7-0)

First Reading of an Ordinance

- An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 28.139-acre tract of land, located in the David Wright Survey, Abstract No. 13, generally located at 3033 Airport Road, from Agricultural (AG) to Industrial (IN) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

City of Georgetown, Texas
City Council Regular Meeting
May 26, 2020

SUBJECT:

First and Final Reading of an Ordinance authorizing the **issuance** of City of Georgetown, Texas **Utility System Revenue Refunding Bonds**; Pledging Certain Revenues in Support of the Bonds; approving a Paying Agent/Registrar Agreement, a Purchase Agreement and an Escrow Agreement; Establishing Procedures for Selling and Delivering the Bonds; and authorizing other matters relating to the Bonds -- Leigh Wallace, Finance Director

ITEM SUMMARY:

The 2010 Utility Revenue Bond issuance is callable in 2020, meaning the City can pursue an opportunity to refinance the remaining \$6,560,000 at an interest rate lower than the current rate between 3.40-4%. The term length of the remaining 9 years does not change. After seeing the low interest rate performance of the bank placement option for the City's 2020 utility revenue debt issue, the City's Financial Advisor recommends seeking a refinancing of the 2010 issuance with a competitive bank placement.

This ordinance authorizes staff, financial advisors and bond counsel to seek a refinancing and to award the placement if a minimum savings is achieved. The minimum present value savings is 3% (which equates to approximately \$225,000) in debt payments over the remaining life of the bonds. If the savings is not achieved, the award will not be made. The maximum par amount for the refunding is \$7,000,000.

Actual interest rates and savings for this refunding will not be determined until the bidding takes place on June 10, 2020.

Please note all ordinances will be approved and effective on First Reading in accordance with Section 1201.028, Texas Government Code.

FINANCIAL IMPACT:

If no bid achieves the minimum savings, there is no financial impact. If a bid achieves the minimum savings or better, that amount will be saved in the utility funds principal and interest payments over the next 9 years.

SUBMITTED BY:

Leigh Wallace, Finance Director

ATTACHMENTS:

Timetable
Ordinance



City of Georgetown, Texas Summary Timetable for Issuance of Utility Revenue Refunding Bonds, Series 2020

- | | |
|--------------------------|---|
| *Tuesday, May 26, 2020* | <ul style="list-style-type: none">• City Council adopts an ordinance authorizing the issuance of Utility Revenue Refunding Bonds (“the Bonds”) and directing the Mayor or Mayor Pro-Tem to act as pricing agent if City Council parameters are met. |
| Wednesday, May 27, 2020 | <ul style="list-style-type: none">• SPFI distributes term sheet and financial information to potential bank bidders. |
| Wednesday, June 10, 2020 | <ul style="list-style-type: none">• Receive bids from banks. Bids are verified by SPFI.• Bonds are awarded to winning bank by signature of Mayor or Mayor Pro-Tem, assuming parameters established by City Council are met. |
| Friday, July 10, 2020 | <ul style="list-style-type: none">• Closing. Funds are received from the proceeds of the Bonds and wired to escrow agent. |

* Requires Official Council Meeting.

ORDINANCE NO. 2020-____

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN,
TEXAS UTILITY SYSTEM REVENUE REFUNDING BONDS; PLEDGING CERTAIN
REVENUES IN SUPPORT OF THE BONDS; APPROVING A PAYING
AGENT/REGISTRAR AGREEMENT, A PURCHASE AGREEMENT AND AN
ESCROW AGREEMENT; ESTABLISHING PROCEDURES FOR SELLING AND
DELIVERING THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING
TO THE BONDS**

ADOPTED MAY 26, 2020

ORDINANCE NO. 2020-__

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN,
TEXAS UTILITY SYSTEM REVENUE REFUNDING BONDS; PLEDGING CERTAIN
REVENUES IN SUPPORT OF THE BONDS; APPROVING A PAYING
AGENT/REGISTRAR AGREEMENT, A PURCHASE AGREEMENT AND AN
ESCROW AGREEMENT; ESTABLISHING PROCEDURES FOR SELLING AND
DELIVERING THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING
TO THE BONDS**

STATE OF TEXAS
COUNTY OF WILLIAMSON
CITY OF GEORGETOWN

WHEREAS, the City Council of the City of Georgetown, Texas (the "City") deems it advisable and in the best interest of the City to refund the Refunded Obligations (as defined in Exhibit "A" attached hereto) in order to achieve a net present value debt service savings of not less than 3.00% of the principal amount of the Refunded Obligations net of any City contribution with such savings, among other information and terms to be included in a pricing certificate to be executed by the Mayor, acting as the designated pricing officer of the City, or, in the absence of the Mayor, the Mayor Pro Tem, all in accordance with the provisions of Chapter 1207 of the Texas Government Code, as amended ("Chapter 1207") and, to the extent applicable, Chapter 1371, Texas Government Code, as amended ("Chapter 1371"); and

WHEREAS, Chapter 1207 authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with an eligible trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration, and disposition of any such deposit, upon such terms and conditions as the City and such entity may agree, provided that such deposits may be invested and reinvested in Defeasance Securities (as defined herein) which shall mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or prepayment of the Refunded Obligations; and

WHEREAS, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by said Chapter 1207; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, it is hereby officially found and determined that 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, all as required by Chapter 551, Texas Government Code, *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. RECITALS. 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.

Section 2. DEFINITIONS AND VISION STATEMENT. (a) 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".

(b) Vision Statement. The City Council hereby finds that the enactment of this Ordinance and issuance of the Bonds complies with the Vision Statement of the City.

Section 3. AMOUNT, NAME AND PURPOSE OF THE BONDS. The Bonds of each Series, each to be designated the "**CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE REFUNDING BOND, SERIES 202_**," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, as amended, and the Charter of the City. The Bonds shall be issued in the aggregate principal amount not to exceed \$7,000,000 for the purpose of providing funds for (i) refunding the Refunded Obligations and (ii) paying the costs of issuing the Bonds. The title of the Bonds shall be revised as appropriate by the Pricing Officer to designate the tax status of the Bonds as taxable or tax-exempt and make other revisions to the title of the Bonds as necessary, including as necessary to conform the title of the Bonds to the year in which they are issued.

Section 4. DATE, DENOMINATION, MATURITIES, NUMBERS, INTEREST AND REDEMPTION. (a) Initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1 respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than August 15, 2029, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, as all set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Ordinance. The Bonds shall be designated by the year in which they are awarded as set forth in the Pricing

Certificate. The authority for the Pricing Officer to execute and deliver the Pricing Certificate for the Bonds shall expire at 5:00 p.m. C.D.T. on November 26, 2020. Bonds priced on or before November 26, 2020 may be delivered to the initial purchaser after such date. The foregoing notwithstanding, for Bonds that satisfy the requirements of Chapter 1371, no such Bonds shall be issued pursuant to this Ordinance after May 26, 2021, however, any such Bonds priced before such date may be closed after May 26, 2021.

(b) As authorized by Chapter 1207, and to the extent applicable, Chapter 1371, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering the Bonds, determining which of the Refundable Obligations shall be refunded and constitute Refunded Obligations under this Ordinance and carrying out the other procedures specified in this Ordinance, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, whether such Bonds shall be issued as Taxable Bonds or Tax-Exempt Bonds, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) the refunding must produce a net present value debt service savings of at least 3.00% of the principal amount of the Refunded Obligations, net of any City contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 3, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds. The Bonds shall be sold by either competitive sale, private placement or negotiated sale as determined by the Pricing Officer, at such price, with and subject to such terms, as determined by the Pricing Officer in the Pricing Certificate. The Pricing Officer may not execute a Pricing Certificate unless the minimum required savings as described in this subsection is achieved.

It is further provided, however, that any Bonds issued pursuant to Chapter 1371 shall not be delivered unless prior to their delivery such Bonds have been rated by a nationally-recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations, as required by Chapter 1371.

To achieve advantageous borrowing costs for the City, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser, any placement agent or the senior managing underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the City. The Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a purchase agreement, placement agreement or other agreement for the Bonds to be sold by negotiated sale or placement, with the underwriters or placement purchasers at such price, with and subject to such terms as determined by the Pricing Officer pursuant to this Section above.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council determines that the delegation of the authority to the Pricing Officer to approve the final terms and conditions of each Series of the Bonds as set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in the Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the City Council and the Pricing Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect.

(c) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Ordinance to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

(d) Right of Redemption. The City reserves the right, at its option, to redeem the Bonds as set forth in the Pricing Certificate.

(e) Effect of Redemption. Notice of redemption having been given as provided in the Pricing Certificate, the Bonds called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the principal thereof or accrued interest thereon, such Bonds thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bond is presented and surrendered for payment on such date. If the Bonds thereof called for redemption are not so paid upon presentation and surrender thereof for redemption, such Bonds thereof shall continue to bear interest at the rate stated on the Bond until paid or until due provision is made for the payment of same.

(g) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance and the Pricing Certificate have been met and moneys sufficient to pay the principal of the premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent 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 Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 5. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at the principal corporate trust officer of such eligible institution as may be selected by the Pricing Officer in the Pricing Certificate to serve as paying agent/registrar for the Bonds (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (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, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions 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 each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each 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 Paying Agent/Registrar shall make a copy of the Registration Books available in the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided

and with the effect stated in the FORM OF BOND set forth in Exhibit "B" to this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for transfer and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the preparation, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1201, Texas Government Code, and particularly Subchapter D thereof, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Bond shall be valid, incontestable and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds 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 Bonds, 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 Bonds.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be exchanged for other Bonds of the same Series, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in Exhibit "B" to this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are 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 or Bonds 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 BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option and to the extent permitted by law, (i) act in the capacity of Paying Agent/Registrar or (ii) change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be

effective at such time which will not disrupt or delay payment on 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 assume the duties or 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 Bonds, 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 each registered owner of the Bonds, 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) Book-Entry-Only System for Bonds. The Bonds issued in exchange for the Bonds initially issued as provided in Section 5(i) shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Bonds, as shown on the Registration Books, of any notice with respect to the Bonds or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the

Registration Books, shall receive a Bond certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry-Only Systems. In the event that the City determines to discontinue the use of the Book-Entry-Only System through DTC, or DTC determines to discontinue providing its services with respect to the Bonds, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance. Whenever a successor securities depository has been appointed pursuant to this paragraph, the terms DTC and DTC Participant as used in this Ordinance shall refer to such successor securities depository and its participants, respectively.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Letter of Representations with DTC establishing the Book-Entry-Only System with respect to the Bonds.

(i) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-tem and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such initial purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such initial purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

Section 6. FORM OF BOND. The form of each 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 only to the

Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially 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 Bonds, 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 Bonds and the Outstanding Parity Obligations equal to the Average Annual Debt Service Requirements of the Bonds 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 Bonds 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 Bonds 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 Bonds 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 Bonds 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 Bonds 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 Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the Holders thereof are and will be valid and enforceable special obligations of the City in accordance with their 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 Bonds, 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 Bonds, 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 TAX-EXEMPT BONDS. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations 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 Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced 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 of the Tax-Exempt Bonds or the Refunded Obligations or the projects

financed or refinanced 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 Tax-Exempt Bonds, 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 Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced 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 Tax-Exempt Bonds (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 Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Tax-Exempt Bonds 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 Tax-Exempt Bonds, 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 Tax-Exempt Bonds, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of refunding bonds, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are 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 Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the

Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Tax-Exempt Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Tax-Exempt Bonds 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 Tax-Exempt Bonds) 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 Tax-Exempt Bonds have 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 (9), 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 bondholders. 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 Obligations not expended prior to the date of issuance of the Tax-Exempt Bonds. 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 Tax-Exempt Bonds, 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 Tax-Exempt Bonds 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 Tax-Exempt Bonds, 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 Tax-Exempt Bonds 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 Finance Director 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 Tax-Exempt Bonds.

(d) Disposition of Project. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Tax-Exempt Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purpose of the foregoing, the City may rely on an opinion of

nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed 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. CONTINUING DISCLOSURE UNDERTAKING. The Pricing Officer shall designate in the Pricing Certificate whether or not the provisions of this Section with respect to the City's continuing disclosure undertaking will apply to the Bonds. In the event the Pricing Officer affirmatively elects that the City will make a continuing disclosure undertaking pursuant to the Rule in connection with the issuance of the Bonds, the following provisions shall be effective with respect to the Bonds, unless modified by the Pricing Officer in the Pricing Certificate as necessary to facilitate the sale of the Bonds:

(a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2020, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance, being information of the type described in the Pricing Certificate, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The City shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;

- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding

paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed

circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

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 Bonds 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 Owners of the Bonds, including, but not limited to, their 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 any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any 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 Owners 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 Owners 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 all Registered Owners of Bonds 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 Bonds 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 Bonds 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 Owners with any liability, or be held personally liable to the Registered Owners 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 BONDS. (a) Any 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 all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a 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 Pledged Revenues 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 a Bond as aforesaid when proper notice of redemption of such Bonds 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 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.

(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 Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds 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 Bonds and such Bonds 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.

Section 30. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. 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 Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds 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 Bonds. 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 Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. 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 bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 5(a) of this Ordinance for Bonds issued in exchange for other Bonds.

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. CUSTODY, APPROVAL AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, BOND INSURANCE AND CUSIP NUMBERS. The Mayor of the City is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds 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 Bonds 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 Bonds, 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 (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary or the Deputy City Secretary of the City), a statement regarding any insurance policy and the assigned CUSIP numbers, if any, may, at the option of the City, be printed on or attached to the Bonds issued and delivered under this Ordinance, but such additions or attachments shall not have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds.

All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with any applicable purchase agreement between the City and the initial purchaser of the Bonds. The Pricing Officer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar. After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Bonds shall be made to the purchaser under and subject to the general supervision and direction of the Pricing Officer, against receipt by the City of all amounts due to the City under the terms of sale.

The obligation of the initial purchaser to accept delivery of the Bonds 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 Bonds to the initial purchaser. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Bonds 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 or the City Manager and the Mayor or the City Manager is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City Manager or its Chief Financial Officer shall further provide for the fees and expenses to be paid for such bond counsel services.

Section 33. APPROVAL OF OFFERING DOCUMENTS, PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT. The Pricing Officer is hereby authorized to approve a Preliminary Official Statement, an Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with the Rule, if the Bonds are sold in a public offering. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the underwriters or initial purchasers in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the City Council in connection with previous transactions is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary. The Pricing Officer is hereby authorized to select an eligible bank, trust company, financial institution, or other eligible entity act as paying agent and registrar for the Bonds in accordance with the terms of this Ordinance.

The discharge and defeasance of Refunded Obligations shall be effectuated pursuant to the terms and provisions of an Escrow Agreement, in the form and containing the terms and provisions as shall be approved by a Pricing Officer, including any insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the City by the underwriters or purchaser, (b) to maximize the City's present value savings and/or to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations and (d) to carry out the other intents and purposes of this Ordinance; and, the Pricing Officer is hereby authorized to execute and deliver such Escrow Agreement, on behalf of the City, in multiple counterparts. The Pricing Officer is hereby authorized to select an eligible bank, trust company, financial institution, or other eligible entity act as escrow agent for the Refunded Obligations in accordance with the terms of this Ordinance.

To maximize the City's present value savings and to minimize the City's costs of refunding, the City hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in the Pricing Certificate, and the Pricing Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Obligations, in the manner required by the documents authorizing the issuance of such Refunded Obligations.

The Pricing Officer and the Escrow Agent are each hereby authorized (a) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a defeasance escrow established to defease Refunded Obligations, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved, and (b) to authorize such contributions to the escrow fund as are provided in the Escrow Agreement.

Section 34. INSURANCE PROVISIONS. In connection with the sale of the Bonds, the City may obtain municipal bond insurance policies from one or more recognized municipal bond insurance organizations (the "Bond Insurer" or "Bond Insurers") to guarantee the full and complete payment required to be made by or on behalf of the City on the Bonds. The Pricing Officer is hereby authorized to sign a commitment letter or insurance agreement with the Bond Insurer or Bond Insurers and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds to the underwriter out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as the Pricing Officer may deem appropriate. Printing on the Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Ordinance.

Section 35. ABILITY TO SELL BONDS BY PRIVATE PLACEMENT. Notwithstanding anything else in this Ordinance to the contrary, in the event that the Pricing Officer determines that it is in the best interest of the City, the Pricing Officer may elect to sell the Bonds by a private placement to a financial institution or other purchaser. In the event the Bonds are sold in such a private placement, the Pricing Officer may elect to have the purchaser deliver an investment letter approved by the City's bond counsel as the bond purchase agreement contemplated by this Ordinance and the Pricing Officer is hereby authorized to sign such investment letter. In the event such investment letter contains customary representations that the purchaser is a sophisticated investor purchasing the Bonds without an intent to resell the Bonds and has received sufficient disclosure from the City, the Bonds may be sold in such a private placement without the Official Statement contemplated by this Ordinance. The Pricing Certificate executed with respect to such a private placement may also provide for a Form of Bond which requires a single Bond with an authorized denomination in the aggregate principal amount of the Bond that is payable in annual principal installments. The Pricing Officer may also elect in the Pricing Certificate for such a private placement to modify the continuing disclosure requirements set forth in Section 21 hereof as necessary and customary for such a private placement transaction. Additionally, the Pricing Officer may determine that any Bonds sold in such a private placement need not be rated by a rating agency and accordingly that such Bonds not be issued pursuant to the authority of Chapter 1371.

Section 36. 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 37. 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 Bonds,

the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, any insurance commitment letter or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Bonds, 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 and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Bonds 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 38. 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 Bonds and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Bonds.

Section 39. 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 40. 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 Owners of the Bonds, 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 Owners of the Bonds.

Section 41. 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 42. 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 43. 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 44. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Bonds 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 Bonds are 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 owners of the Bonds 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 45. 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 Bonds 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 Bonds.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 26th day of May, 2020.

Dale Ross, Mayor
City of Georgetown, Texas

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
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.

"*Accreted Value*" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the respective Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"*Accretion Table*" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"*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 Bonds.

"*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 Bonds 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.

"Authorized Denominations" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds; provided that if the Bonds are sold pursuant to a private placement, the Pricing Officer may determine in the Pricing Certificate that the Authorized Denomination for a Bond is its principal amount.

"Bond Insurer" means any entity that insures or guarantees the payment of principal and interest on any Bonds or the provider of a Reserve Fund Obligation.

"Bonds" means the Bonds and includes collectively all Taxable Bonds and Tax-Exempt Bonds issued as Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered pursuant to this Ordinance and the Pricing Certificate and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Book-Entry-Only System" means the book-entry system of bond registration provided in Section 5, or any successor system of book-entry registration.

"Cede & Co." means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"City" means the City of Georgetown, Texas, and where appropriate, the City Council.

"City Council" means the governing body of the City.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"*Compounding Dates*" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"*Current Interest Bonds*" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"*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 bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds 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 Bonds, 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 Bonds. The foregoing notwithstanding, the Pricing Officer may elect in the Pricing Certificate to modify the definition of "Defeasance Securities" by eliminating any securities or obligations set forth in the preceding sentence upon determining that it is in the best interests of the City to do so.

"Depository" means one or more official depository banks of the City.

"DTC" means The Depository Trust Company, New York, New York and its successors and assigns.

"DTC Participant" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"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.

"Escrow Agent" means the financial institution selected by the Pricing Officer to perform such function in the Pricing Certificate or any successor escrow agent under the Escrow Agreement.

"Escrow Agreement" means the agreement by and between the City and the Escrow Agent relating to refunding the Refunded Obligations.

"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.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"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.

"Initial Bonds" means the Bonds authorized, issued, and initially delivered as provided in Section 4 of this Ordinance.

"Interest and Sinking Fund" means the special Fund maintained by the provisions of Sections 8 and 11 of this Ordinance.

"Issuance Date" means the date of delivery of the related Series of the Bonds.

"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.

"MSRB" means the Municipal Securities Rulemaking Board.

"*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 May 26, 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 Bonds, 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.

"*Premium Compound Interest Bonds*" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"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," "City of Georgetown, Texas Utility System Revenue Bonds, Series 2018" and "City of Georgetown, Texas Utility System Revenue Bond, Series 2020."

"Pricing Certificate" means each Pricing Certificate of the City's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of the Bonds.

"Pricing Officer" means the Mayor, acting as the designated pricing officer of the City to execute the Pricing Certificate. In the absence of the Mayor, the Mayor Pro Tem may act as the designated pricing officer of the City to execute the Pricing Certificate.

"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 Bonds in Exhibit "B" to this Ordinance and the Pricing Certificate.

"Refunded Obligations" means those Refundable Obligations designated by the Pricing Officer in the Pricing Certificate to be refunded.

"Refundable Obligations" means all or a portion of the City's Utility System Revenue Bonds, Series 2010 now outstanding.

"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.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Security Register" means the books or records for the registration of the transfer and exchange of any Parity Obligations.

"Series" shall mean series of Bonds issued, as determined by the Pricing Officer pursuant to this Ordinance.

"Taxable Bonds" means any Bonds designated by a Pricing Officer in the Pricing Certificate as Taxable Bonds, the interest on which is includable in the gross income of the owner thereof for federal income tax purposes.

"Tax-Exempt Bonds" means any of the Bonds designated by the Pricing Officer as Tax-Exempt Bonds, the interest on which is excludable from the gross income of the owner thereof for federal income tax purposes pursuant to Section 103 of the Code.

"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 bonds 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 bonds, 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 bonds 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

(All blanks and any appropriate or necessary insertions or deletions, to be completed as
determined by the Pricing Officer in the Pricing Certificate.)

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON COUNTY	PRINCIPAL AMOUNT \$_____
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**CITY OF GEORGETOWN, TEXAS
UTILITY SYSTEM REVENUE REFUNDING BOND,
SERIES 202_***

[FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS]

<u>INTEREST RATE</u>	<u>DATE OF BOND</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, **GEORGETOWN, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from _____, 20__*, on _____, 20__* and semiannually thereafter on each _____* and _____* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above calculated on the basis of a 360-day year of twelve 30-day months; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

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 principal 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 "Paying Agent/Registrar") at their office for payment in _____* (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such 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 "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 close of business on the _____* business day of the month next preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, 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. In the event of a non-payment of interest on a scheduled payment date, and for 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 business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

**[FORM OF FIRST PARAGRAPHS
OF PREMIUM COMPOUND INTEREST BOND]**

NO. PC-

**MATURITY
AMOUNT
\$ _____**

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

GTOWN\UtilSysRevRefg\12: Ordinance

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INTEREST RATE ISSUANCE DATE DATE OF BONDS MATURITY DATE

REGISTERED OWNER:

MATURITY AMOUNT:

ON THE MATURITY DATE SPECIFIED ABOVE, CITY OF GEORGETOWN, TEXAS (the "City"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Maturity Amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____* and _____* of each year commencing _____, 20____*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of _____, _____*, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the City required by the order authorizing the issuance of the Bonds (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The City covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

[FORM OF REMAINDER OF EACH BOND]

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

GTOWN\UtilSysRevRefg\12: Ordinance

B-3

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the principal corporate trust 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 one of a series of Bonds dated _____, 20__*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____, **TO PROVIDE FUNDS FOR REFUNDING THE REFUNDED OBLIGATIONS; AND PAYING THE COSTS ASSOCIATED WITH THE ISSUANCE OF THE BONDS.**

ON _____, 20__*, or on any date thereafter, the Bonds of this Series maturing on and after _____, 20__* may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000).

[**THE BONDS MATURING ON** _____, __* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Bonds").

Term Bonds Maturing on _____, 20__*

<u>Redemption Date</u> *	<u>Principal Amount</u> *
_____, 20__	\$ _____
_____, 20__†	\$ _____†

† Final Maturity

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

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THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]**

NO LESS THAN 30 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 each Bond to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. 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 the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds 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. If a portion of any Bonds shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds 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

**Use of Term Bonds, if any, to be determined by the Pricing Officer.

not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are 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 or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof 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, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

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 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 Series of Bonds.

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 Bonds, 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.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the 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 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 and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

City Secretary

Mayor

[CITY SEAL]

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 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, Bonds, or a portion of a Bond or Bonds of a Series 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

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:

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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, with-
out alteration or enlargement
or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE INITIAL BOND ONLY:**

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]

INSERTIONS FOR THE INITIAL BONDS

- (i) The initial Current Interest Bonds shall be in the form set forth in this Exhibit, except that:
- A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.
- B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED ABOVE, the City of Georgetown, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____, 20__* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is
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Principal	Maturity Date*	Interest
<u>Amount</u>	(_____)	<u>Rate</u>

(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, 20__* at the respective Interest Rate per annum specified above. Interest is payable on _____, 20__* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

(ii) The Initial Compound Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. ____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF GEORGETOWN, TEXAS (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity on _____* in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

Maturity	Maturity Date*	Interest
<u>Amount</u>	(_____)	<u>Rate</u>

(Information for the Premium Compound Interest Bonds from the Pricing Certificate to be inserted)

inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

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The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____* and _____* of each year commencing _____, 20____*. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table."

C. the Initial Premium Compound Interest Bond shall be numbered "TPC-1."

City of Georgetown, Texas
City Council Regular Meeting
May 26, 2020

SUBJECT:

Consideration and possible action to **approve a Municipal Services Agreement** with **Shell HWY 195, LLC**, for the **provision of municipal services** to an approximately **2.213-acre** tract of land out of the W. Roberts Survey No 4, Abstract 524, and a **0.939 acre** tract of land, out of the W. Roberts Survey No. 4, Abstract 524, a right-of-way of varying width described to Williamson County, Texas, generally located at the **southwest corner of Shell Road and SH 195 --**
Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is requesting annexation for a 2.213-acre tract and 0.939 acre tract of right-of-way generally located at the SWC of Shell Road and SH 195. The subject property has a Future Land Use designation of Community Center.

The item under consideration tonight is to approve the municipal services agreement required for voluntary annexation submitted in accordance with State Law.

Meeting Schedule:

- 5/26/2020 – City Council Approves Municipal Services Agreement - TONIGHT
- 6/2/2020 - P&Z Public Hearing & Recommendation on Initial Zoning
- 6/23/2020 – City Council Public Hearing and First Reading of Ordinance
- 7/14/2020 – City Council Second Reading of Ordinance

FINANCIAL IMPACT:

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

SUBMITTED BY:

Michael Patroski, Planner

ATTACHMENTS:

Municipal Service Agreement
Presentation

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF GEORGETOWN, TEXAS
AND Shell HWY 195,LLC

This Municipal Services Agreement ("Agreement") is entered into on the _____ day of _____, _____ by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and Shell HWY 195, LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

WHEREAS, Owner owns certain parcels of land located at SWC of HWY 195 & Shell Rd, which consists of approximately 3.16 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for annexation of the Property, identified as Annexation Case No. 2020-3 ANX ("Annexation Case");

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

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

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

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

3. MUNICIPAL SERVICES.

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

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

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

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

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

or immunities.

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

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

CITY OF GEORGETOWN

By:

By: _____
Dale Ross
Mayor

By: _____
Name:
Title:

Approved as to Form:

Charlie McNabb
City Attorney

Attest:

Robyn Densmore, TRMC
City Secretary

State of Texas §
County of Williamson §

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

By: _____

Notary Public, State of Texas


State of Texas §
County of _____§

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, _____ of [Name of individual signing, title (if any)] on behalf of said _____ [insert name of company or individual where applicable].

By: _____

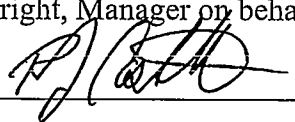
Notary Public, State of Texas

SHELL HWY 195, LLC

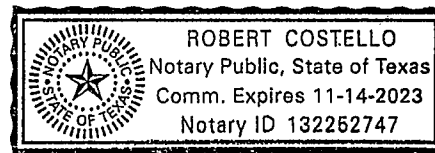
By: 
Michael Wright
Manager

State of Texas §
County of WILLIAMSON §

This instrument was acknowledged before me on the 23 day of APRIL, 2020, by Michael Wright, Manager on behalf of said Shell HWY 195, LLC.

By: 

Notary Public, State of Texas



NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE GRID UNITS.

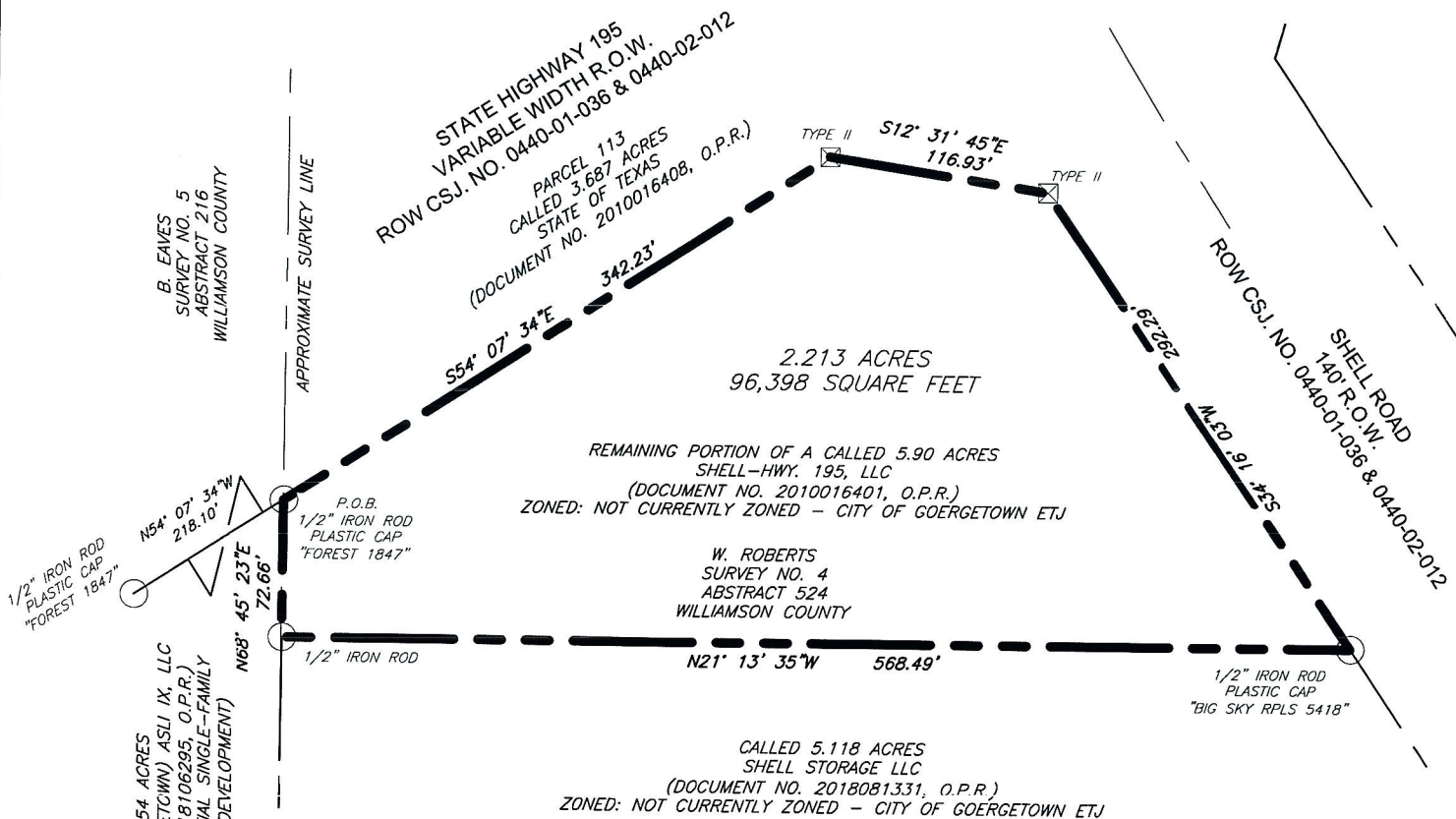
"THIS DOCUMENT WAS PREPARED UNDER 22 TAC§ 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."

Exhibit A



SCALE: 1" = 100'

LOCATION MAP



Kyle L. Pressler

KYLE L. PRESSLER DATE: MARCH 27, 2020
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6528
KYLE.PRESSLER@MATKINHOOVER.COM
JOB NO. 19-5027 - QUIKTRIP STORE # 4168
8 SPENCER ROAD, SUITE 300, BOERNE TEXAS, 78006



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WHOLE OR IN PART, IS STRICTLY FORBIDDEN.

QuikTrip No. 4168 "ANNEXATION" DEPICTION

SHEET 1 OF 1

Page 247 of 426



FIELD NOTES FOR A 2.213 ACRE TRACT OF LAND

A **2.213 acre** tract of land, out of the W. Roberts Survey No. 4, Abstract 524, Williamson County, Texas and being the remaining portion of a called 5.90 acre tract of land as conveyed to Shell-Hwy. 195, LLC., of record in Document No. 2010016401 of the Official Public Records of Williamson County, Texas. Said **2.213 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod with a plastic cap stamped "Forest 1847" in the southwest right-of-way line of State Highway 195, a variable width right-of-way, as shown on the Texas Department of Transportation (TxDOT) Right-of-Way (R.O.W.) Map, CSJ No. 0440-01-036 & 0440-02-012, for the east corner of a called 314.54 acre tract of land as described in Document No. 2018106295 of the Official Public Records of Williamson County, Texas, in the northwesterly line of said 5.90 acre tract, for a northwest exterior corner of a called 3.687 acre tract of land as conveyed to the State of Texas of record in Document No. 2010016408 of the Official Public Records of Williamson County, Texas and for the northeast corner of the tract described herein, from which a found $\frac{1}{2}$ " iron rod with a plastic cap stamped "Forest 1847" for an angle in the southwest right-of-way line of State Highway 195 and the northeast line of said 314.54 acre tract bears, N $54^{\circ} 07' 34''$ W, a distance of 218.10 feet;

THENCE: With the southwesterly and easterly lines of said 3.687 acre tract, also being the southwesterly right-of-way line of State Highway 195 and the northwest right-of-way line of Shell Road, as shown on said TxDOT R.O.W. Map, the following three (3) courses:

1. **S $54^{\circ} 07' 34''$ E**, a distance of **342.23 feet** to a found TxDOT R.O.W. Monument, Type II, for the north end of a cutback, an interior corner of said 3.687 acre tract and an easterly exterior corner of the tract described herein,
2. **S $12^{\circ} 31' 45''$ E**, a distance of **116.93 feet** to a found TxDOT R.O.W. Monument, Type II, for the south end of said cutback, an interior corner of said 3.687 acre tract and an easterly exterior corner of the tract described herein, and
3. **S $34^{\circ} 16' 03''$ W**, a distance of **292.29 feet** to a found $\frac{1}{2}$ " iron rod with a plastic cap stamped "Big Sky RPLS 5418" for the southeast corner of a called 5.118 acre tract of land as described in Document No. 2018081331 of the Official Public Records of Williamson County, Texas, for a westerly interior corner of said 5.90 acre tract and for the south corner of the tract described herein;

THENCE: N $21^{\circ} 13' 35''$ W, departing the northwest right-of-way line of Shell Road, and with the common line between said 5.118 acre tract and said 5.90 acre tract, a distance of **568.49 feet** to a found $\frac{1}{2}$ " iron rod for the north corner of said 5.118 acre tract, an angle in the southeast line of said 314.54 acre tract, for the northwest corner of said 5.90 acre tract and the tract described herein;

THENCE: N $68^{\circ} 45' 23''$ E, with the southeast line of said 314.54 acre tract and the northwest line of said 5.90 acre tract, a distance of **72.66 feet** to the **POINT OF BEGINNING** and containing **2.213 acres** of land situated in the Williamson County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document. Distances recited herein are grid distances. Field Work performed the week of 5/13/2019.



Job # 19-5027 2.213 Acres

Date: May 30, 2019

NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE GRID UNITS.

"THIS DOCUMENT WAS PREPARED UNDER 22 TAC§ 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."



SURVEY LEGEND

- FOUND 1/2" IRON ROD
- POINT
- ⊗ TxDOT MONUMENT AS NOTED

P.O.B. POINT OF BEGINNING

SCALE: 1" = 100'

LOCATION MAP

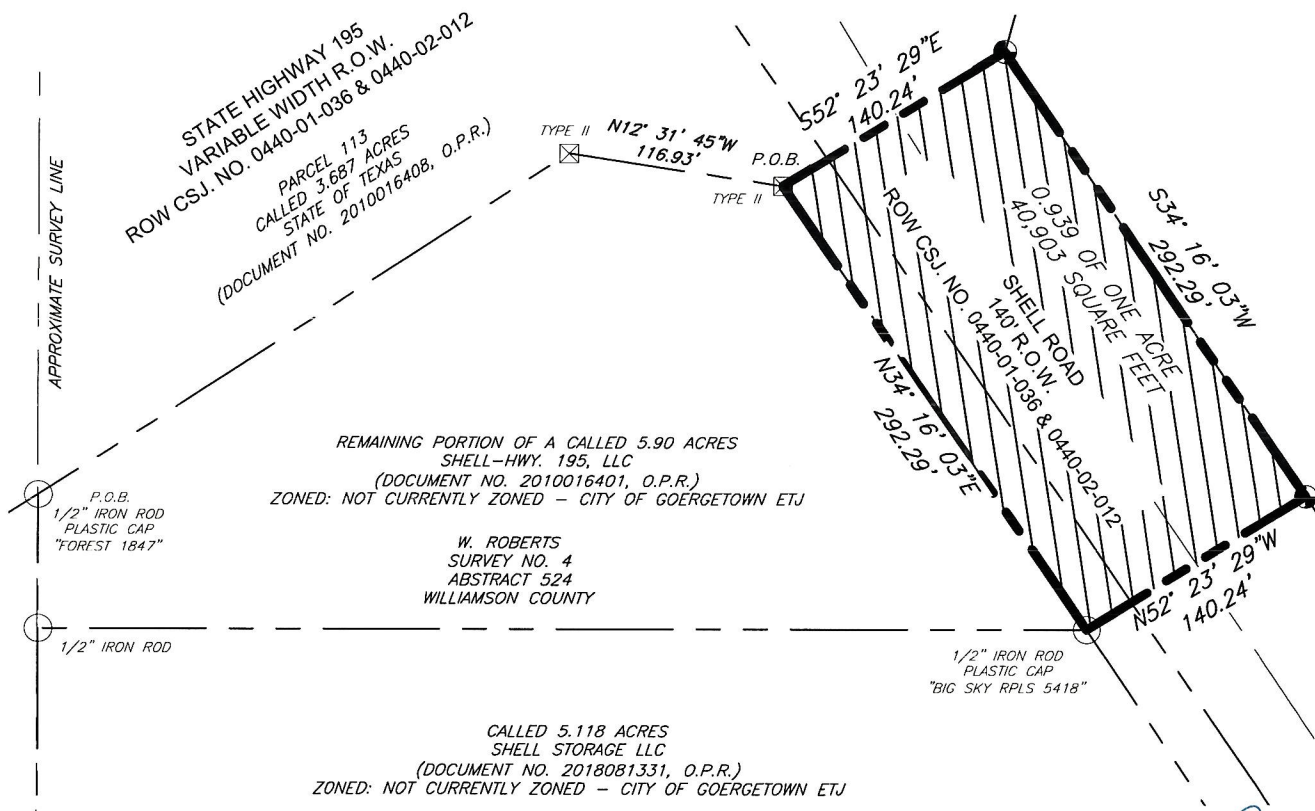


EXHIBIT OF:

A 0.939 OF ONE ACRE TRACT OF LAND, OUT OF THE W. ROBERTS SURVEY NO. 4, ABSTRACT 524, WILLIAMSON COUNTY, TEXAS AND BEING OVER AND ACROSS A PORTION OF SHELL ROAD RIGHT-OF-WAY AS SHOWN ON THE TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, CSJ NO. 0440-01-036 AND 0440-02-012.

Kyle L. Pressler

KYLE L. PRESSLER DATE: MAY 11, 2020
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6528
KYLE.PRESSLER@MATKINHOOVER.COM
JOB NO. 19-5027 - QUIKTRIP STORE # 4168
8 SPENCER ROAD, SUITE 300, BOERNE TEXAS, 78006



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WHOLE OR IN PART, IS STRICTLY FORBIDDEN.

SHEET 1 OF 1

QuikTrip No. 4168 "SHELL RD ANNEXATION" DEPICTION



FIELD NOTES FOR A 0.939 OF ONE ACRE TRACT OF LAND

A **0.939 of one acre** tract of land, out of the W. Roberts Survey No. 4, Abstract 524, Williamson County, Texas and being over and across a portion of Shell Road Right-of-Way as shown on the Texas Department of Transportation (TxDOT) Right-of-Way (R.O.W.) Map, CSJ No. 0440-01-036 & 0440-02-012. Said **0.939 of one acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found TxDOT R.O.W. Monument, Type II, for the south end of a cutback at the intersection of Shell Road and State Highway 195, a variable width right-of-way, as shown on said TxDOT Right-of-Way Map, for an interior corner of a called 3.687 acre tract of land as conveyed to the State of Texas of record in Document No. 2010016408 of the Official Public Records of Williamson County, Texas, and for the north corner of the tract described herein, from which a found TxDOT R.O.W. Monument, Type II, for the north end of said cutback bears, N 12° 31' 45" W, a distance of 116.93 feet;

THENCE: S 52° 23' 29" E, into said 3.687 acre tract and Shell Road Right-of-Way, a distance of **140.24 feet** to a point at the west end of a cutback at the intersection of Shell Road and State Highway 195, a variable width right-of-way, as shown on said TxDOT Right-of-Way Map, and for the east corner of the tract described herein;

THENCE: S 34° 16' 03" W, with the easterly right-of-way line of Shell Road as shown on said TxDOT Right-of-Way Map, a distance of **292.29 feet** to a point for the south corner of the tract described herein;

THENCE: N 52° 23' 29" W, into said Shell Road Right-of-Way and 3.687 acre tract, a distance of **140.24 feet** to a found ½" iron rod with a plastic cap stamped "Big Sky RPLS 5418" in the westerly right-of-way line of Shell Road as shown on said TxDOT Right-of-Way Map, for the southeast corner of a called 5.118 acre tract of land as described in Document No. 2018081331 of the Official Public Records of Williamson County, Texas, and for the west corner of the tract described herein;

THENCE: N 34° 16' 03" E, with the westerly right-of-way line of Shell Road, a distance of **292.29 feet** to the **POINT OF BEGINNING** and containing **0.939 of one acre** of land situated in the Williamson County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document. Distances recited herein are grid distances. Field Work performed the week of 5/13/2019.

"THIS DOCUMENT WAS PREPARED UNDER 22 TAC§ 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."



Job # 19-5027 0.939 Acres

Date: May 11, 2020

QT #4168 2020-3-ANX

City Council
May 26, 2020

Item Under Consideration





2020-3-ANX

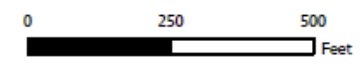
- Consideration and possible action to approve a Municipal Services Agreement with Shell HWY 195, LLC, for the provision of municipal services to an approximately 2.213-acre tract of land out of the W. Roberts Survey No 4, Abstract 524, and a 0.939 acre tract of land, out of the W. Roberts Survey No. 4, Abstract 524, a right-of-way of varying width described to Williamson County, Texas, generally located at the southwest corner of Shell Road and SH 195 -- Sofia Nelson, CNU-A, Planning Director



LOCATION

2020-3-ANX
Exhibit #1




-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ

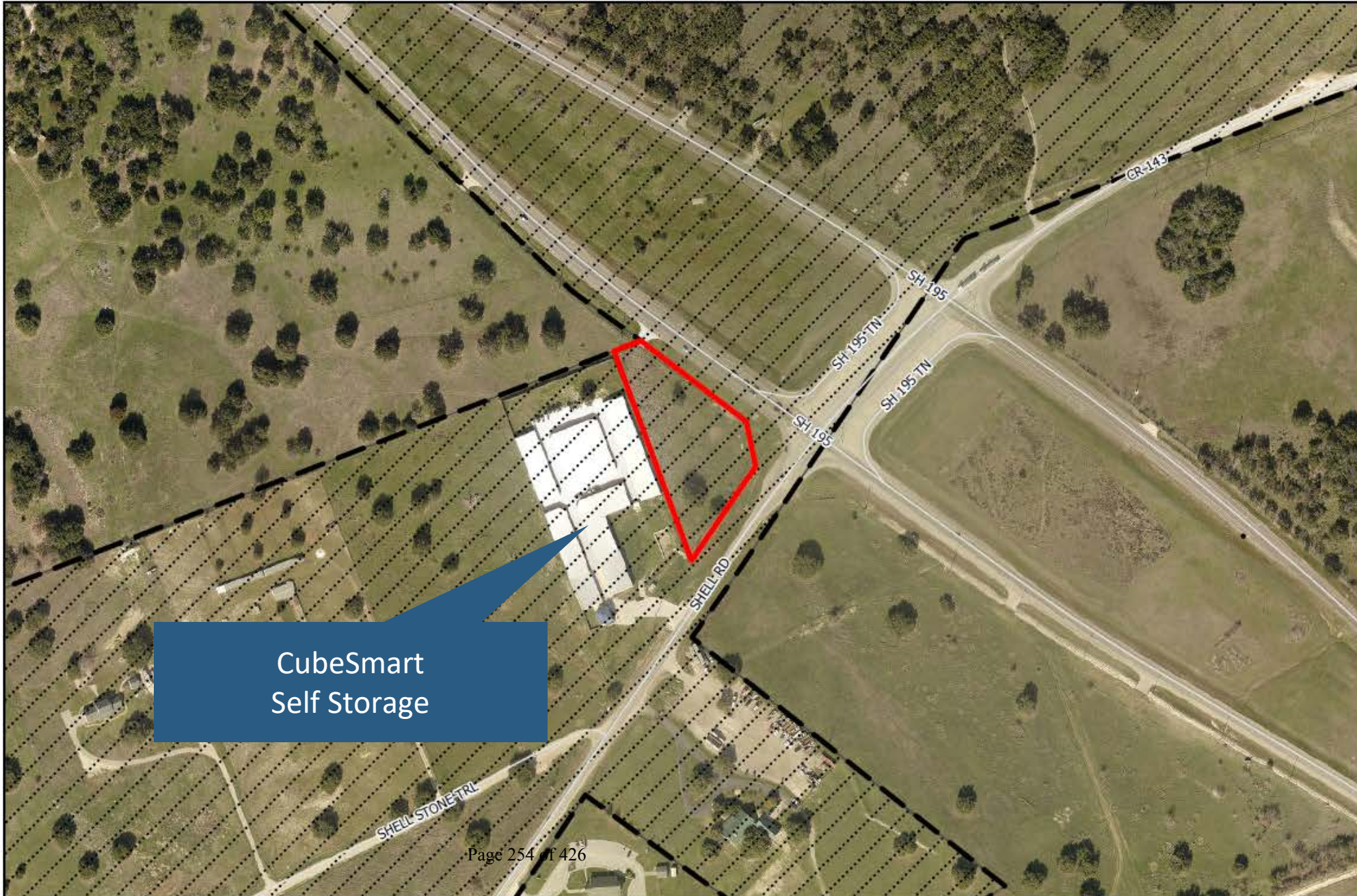




AERIAL

2020-3-ANX

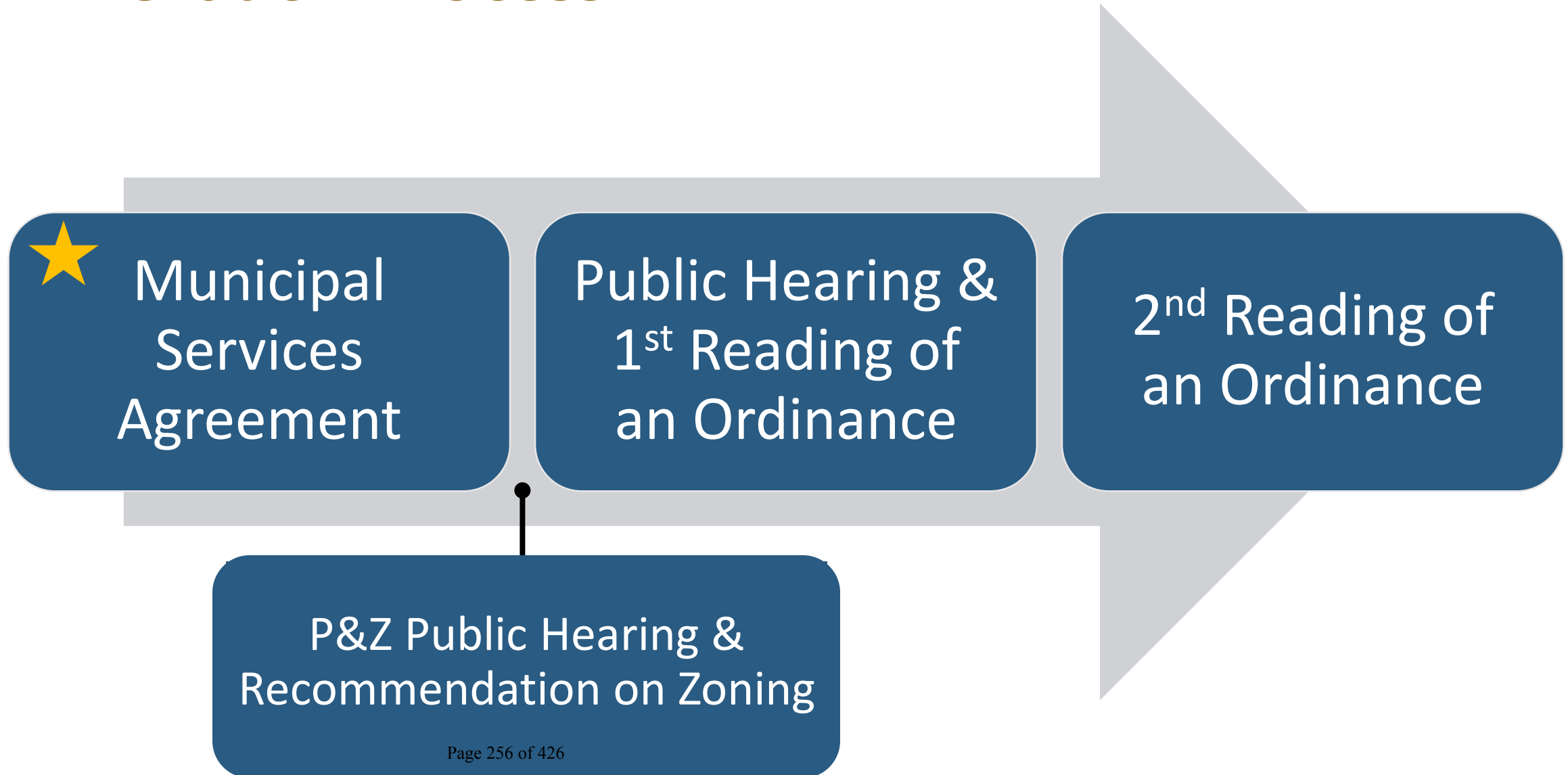
-  Site
-  City Limits
-  Georgetown ETJ



CubeSmart
Self Storage



Annexation Process



Tentative Schedule

- May 26, 2020: Municipal Services Agreement
- June 2, 2020: Planning & Zoning Public Hearing (initial zoning designation only)
- June 23, 2020: Public Hearing & 1st Reading of Ordinance held at City Council Meeting
- July 14, 2020: 2nd Reading of Ordinance at City Council Meeting

Summary

- Consideration and possible action to approve a Municipal Services Agreement with Shell HWY 195, LLC, for the provision of municipal services to an approximately 2.213-acre tract of land out of the W. Roberts Survey No 4, Abstract 524, and a 0.939 acre tract of land, out of the W. Roberts Survey No. 4, Abstract 524, a right-of-way of varying width described to Williamson County, Texas, generally located at the southwest corner of Shell Road and SH 195 -- Sofia Nelson, CNU-A, Planning Director

City of Georgetown, Texas
City Council Regular Meeting
May 26, 2020

SUBJECT:

Consideration and possible action to approve **Task Order No. CLA-20-001** for **Professional Services** utilizing the **MSA No. 19-0013-MSA** with **Covey Landscape Architecture** in Georgetown, Texas in the amount of **\$55,760.00** for the **Georgetown City Center, Site Design and Phase 1 Design** -- Eric Johnson, Facilities Director

ITEM SUMMARY:

Council was presented conceptual drawings for the City Center public spaces, public art, and festival area at the April 23, 2019 Council Workshop and again at the March 24, 2020 Council Workshop. The new City Center campus can provide open spaces, green spaces, public art, and a performance space for outdoor concerts and other cultural activities. The City proposes to continue working with Covey Landscape Architects of Georgetown, TX to begin phasing in elements of the plan and to design future phases of the project.

FINANCIAL IMPACT:

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

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

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

SUBMITTED BY:

Danella Elliott

ATTACHMENTS:

Proposal - City Center Phase I

Proposal - City Center Site Design

City Center Update Design Presentation



February 28, 2020

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

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

SITE

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

BASIC SERVICES

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

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

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

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

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

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

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

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

1. Submit Plans for Site Development review and addressing comments

G. Construction Observation

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

EXCLUDED FROM BASIC SERVICES

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

BASIC SERVICE SUMMARY

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

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

Sincerely,



Travis Crow, PLA
Principal

EXHIBIT A





February 28, 2020

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

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

SITE

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

BASIC SERVICES

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

SCOPE OF BASIC SERVICES

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

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

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

EXCLUDED FROM BASIC SERVICES

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

BASIC SERVICES SUMMARY

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

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

Sincerely,



Travis Crow, PLA
Principal

EXHIBIT A



City Center Site Plan and Phase I Design

City Council Regular Agenda
May 26, 2020

Purpose

- Update on City Center Site Design and Phase 1 Plans
- Discussion and Possible action to award task order for design



- Elements of the Task Order
- Three Public Meetings

covey
landscape architects

City Center, Site Design - \$26,960

- **Campus Unification**

- West St. to Rock St.
- 8th St. to 9th St.

- **Site Design**

- **Special Zones (detail)**

- Library outdoor play area
- Alleyway Gateway
- Alleyway Water Feature
- Event Lawn and stage (for small events)

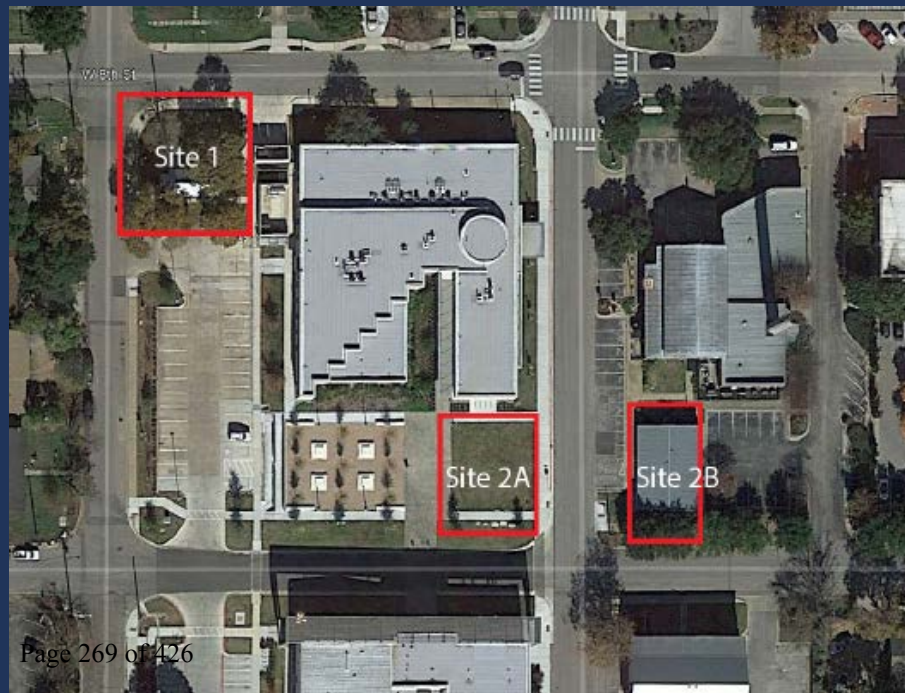
- **Opinion of Probable Cost (High level)**

- **Phasing Diagram (for implementation)**



City Center, Phase 1 - \$28,800

- Site One
 - 8th St. & West St.
- Design of Kiosk and Site Layout at Shotgun House site
- Construction Documents



City Center, Phase 1 – cont'

- Site Two
 - 9th St & Martin Luther King Jr. St.
- Demolition Plan
- Schematic Design
 - 2A & 2B
- Site Design
 - 2B
- Construction Documents
 - 2B



Funding

- **Downtown TIRZ**
 - Restricted to infrastructure work in the Downtown zone
- **\$55,760 - Total**
 - Site Design - \$26,960
 - Phase 1 - \$28,800

Consideration and possible action to approve Task Order No. CLA-20-001 for Professional Services utilizing the MSA No. 19-0013-MSA with Covey Landscape Architecture in Georgetown, Texas in the amount of \$55,760 for the Georgetown City Center, Site Design and Phase 1 Design.

Council Feedback and Questions

City of Georgetown, Texas
City Council Regular Meeting
May 26, 2020

SUBJECT:

Consideration and possible action to approve a Resolution **ratifying** a **revised meet** and **confer agreement** with the **Georgetown Professional Association of Fire Fighters** -- Tadd Phillips, Human Resources Director

ITEM SUMMARY:

Meet & Confer is a permissive process allowed and prescribed by Texas Local Government Code Chapter 142. The process provides an opportunity to supersede and improve upon the statutory requirements of Civil Service law.

The City entered into Meet & Confer agreement with Georgetown Professional Association of Fire Fighters (Association) on October 1, 2019. The agreement is set to expire on September 30, 2022. The City and Fire Fighters Association identified a need to clarify language within the agreement. The City and Fire Fighters Association agreed upon a set agenda and discussions started in March and concluded this month. The revised agreement includes the following provisions that are beneficial to all parties:

- A. Article 5: Promotions, Section 3 - Parties agreed that candidates testing for the rank of Captain did not need to take the assessment requirement, only the written examination.
- B. Article 6: Fire and Life Safety Division - Parties agreed to promote currently assigned employees into the ranks for Fire Prevention Specialist and Deputy Fire Marshal. Future qualifications for promotions were clarified. In addition, seniority points have been revised.
- C. Article 8: Compensation- Updated article to include language regarding compensation for Paramedic II, Fire and Life Specialist, Deputy Fire Marshal, and appointed ranks. Added language for when to include assignment pay when calculating promotions. Also clarified compensation when employees voluntarily apply for Fire and Life Safety positions that could be a lateral or demotion.
- D. Appendix A, updated with Fire and Life Specialist, Deputy Fire Marshal, and Paramedic II.
- E. Documented that all parties agree to cancel upcoming promotional assessment centers due to public health crisis, Covid-19.
- F. Clarified when a task book must be completed for promotions.
- G. Added that all firefighters hired after August 1, 2020 must obtain paramedic certification within 30 months of hire. The paramedic certification is also a qualification for promotions.
- H. Added probationary periods and a probationary extension to allow for obtaining a paramedic certification.
- I. Added an illness provision to accommodate employees who are out due to a critical illness but want to take a promotional examination.

The revised agreement does not extend the terms. Per Chapter 142, this agreement is enforceable once the Association conducts a ratification election of the fire fighters and the City Council ratifies the agreement by majority vote. Per President Cody Stout, the Association completed their ratification election on May 18, 2020 and a majority of affected fire fighters voted in favor of ratification. Council ratification is the final step to the approval process.

FINANCIAL IMPACT:

Anticipate cost savings to the City of over \$30,000 as a result of canceling assessment centers.

SUBMITTED BY:

Robyn Iverson

ATTACHMENTS:

Fire M&C Resolution

Fire M&C Revised Agreement - Redline

Fire M&X Revised Agreement - Clean

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GEORGETOWN, TEXAS, RATIFYING A MEET AND CONFER
AGREEMENT WITH THE GEORGETOWN PROFESSIONAL
ASSOCIATION OF FIRE FIGHTERS PURSUANT TO SECTION
142.114 OF THE TEXAS LOCAL GOVERNMENT CODE.**

WHEREAS, the City of Georgetown recognizes and respects the invaluable public safety service that the employees of the Fire Department provide for the citizens of Georgetown.

WHEREAS, an open dialogue regarding Fire Department concerns contribute to the continued success of the department; and

WHEREAS, the City of Georgetown desires to facilitate strong relationships with its employees toward the common goal of providing superior public safety for our citizens; and

WHEREAS, the City of Georgetown and the Georgetown Professional Association of Fire Fighters have revised the agreement that is beneficial to both parties.

NOW, THEREFORE, BE IT RESOLVED:

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

SECTION TWO. The City Council hereby ratifies a Meet and Confer Revised Agreement with the Georgetown Professional Association of Fire Fighters pursuant to Section 142.114 of the Texas Local Government Code.

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

SECTION FOUR. This Resolution shall become effective on May 26, 2020

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

ATTEST:

CITY OF GEORGETOWN, TEXAS

Robyn Densmore, City Secretary

Dale Ross, Mayor

APPROVED AS TO FORM

Charlie McNabb, City Attorney

Resolution No. _____
Meet and Confer
Date Approved _____

**Meet and Confer Agreement Between
The City of Georgetown
and
Georgetown Association of Professional Fire
Fighters, IAFF Local 3991**

October 1, 2019 through September 30, 2022
Revised: May 18, 2020

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DEFINITIONS

1. "Agreement" means the Meet and Confer Agreement entered between the Georgetown Association of Professional Fire Fighters and the City of Georgetown.
2. "Association" means the Georgetown Association of Professional Fire Fighters, Local 3991, its elected leaders and its collective membership.
3. "City" means the City of Georgetown, its mayor, city council members, city manager, fire chief and those persons designated by the City of Georgetown to manage the city and its fire department.
4. "Commission" means the City of Georgetown Firefighters' and Police Officers' Civil Service Commission.
5. The term "Department" means the Georgetown Fire Department.
6. The term "Department head" means the Chief of the Georgetown Fire Department, designee, or an acting Chief of the Georgetown Fire Department.
7. The term "Fire Fighter" means a member of the Georgetown Fire Department serving in substantial compliance with Chapter 143 of the Texas Local Government Code who is entitled to civil service status under section 143.005 of the Texas Local Government Code.
8. "Parties" means the City of Georgetown and the Georgetown Association of Professional Fire Fighters, Local 3991.
9. "Good standing" is defined as an employee who is not under investigation, has received a positive mid-year evaluation, has received a "meets" or "exceeds" review on the most recent annual evaluation and has not received a written reprimand within the last six months and/or a suspension or demotion within the last 18-months from the time of appointment.
10. "Probationary Good Standing" is defined as an employee who is not under investigation, has received a positive evaluation, has received a "meets" or "exceeds" review on the most recent annual evaluation and has not received a written reprimand within the last six months and/or a suspension during the probationary process(es).

ARTICLE 1
RECOGNITION

The CITY OF GEORGETOWN recognizes the GEORGETOWN ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL NO. 3991, as the sole and exclusive bargaining agent for the covered Fire Fighters described in the petition for recognition, excluding the head of the Fire Department and Assistant Fire Chiefs.

ARTICLE 2 HIRING PROCESS

Section 1. Hiring Process

The Parties agree that the Department head possesses the discretion and authority to establish entry level selection procedures which need not be the same as those established by Chapter 143 and the Department head possesses authority under this article to entirely or partially supplant, delete, supplement or modify sections 143.025 and 143.026 of the hiring process. The Parties agree that the City retains responsibility for the hiring process and any liability for the hiring process.

Section 2. Eligibility for Beginning Position

A person may not be certified as eligible for a beginning position in the Department if the person is forty five (45) years of age or older at time of hire.

All Firefighter candidates that begin employment with the City of Georgetown after August 1, 2020, shall be required to obtain DSHS EMT-P certification within 30 months of hire date.

Section 3. Probationary Period

Effective for employees who begin employment following the first full pay period following the adoption of the revised Meet and Confer agreement the probation period shall be as follows:

- A. The probationary period shall begin from the time that the applicant begins the fire academy and the duration shall be determined by the Texas Commission on Fire Protection (TCFP) and Department of State Health Services (DSHS) certification attainment as follows:
 - 1. Candidates hired with a TCFP Firefighter certification AND DSHS EMT-P certification shall be required to complete a 12-month probationary period.
 - 2. Candidates hired with a TCFP Firefighter certification AND DSHS EMT-B certification shall be required to complete a 18-month probationary period.
 - 3. Candidates hired without TCFP Firefighter certification and/or DSHS EMT-B certification, or other combination, shall be required to complete a 24-month probationary period.
 - 4. All Firefighter candidates that begin employment with the City of Georgetown after August 1, 2020, shall be required to obtain DSHS EMT-P certification within 30-months of hire date. If the candidate has not obtained DSHS EMT-P certification by the conclusion of the initial probationary period, the Fire Chief may extend probation, only as it pertains to the obtaining of EMT-P certification, for a period not to exceed the 30 month window. If the candidate obtains EMT-P certification while on the extended probation and remains in probationary good standing, the probation will be deemed concluded. Failure to obtain EMT-P certification within the aforementioned time-frame shall be grounds for termination for failing to meet the minimum

requirements of the Firefighter rank position. For the avoidance of any doubt, the initial probationary period may only be extended by the Fire Chief if a candidate has not obtained DSHS EMT-P certification, and not for any other reason.”

Section 34. Effect of Contract Expiration

The provisions of this Article shall remain in full force and effect after expiration of this Agreement as to any hiring process which has been commenced, as determined by the Chief, in substantial reliance upon the provisions of this Article. Any pool of eligible candidates created under the terms of this Article will remain in effect for six (6) months from the date of creation, notwithstanding the expiration of this Agreement, unless exhausted prior to the expiration of six (6) months or unless the duration of the list is set for twelve (12) months.

Section 54. Statutory Override

This Article supplants sections 143.023(b), 143.025, 143.026 and 143.041 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 3 RANK STRUCTURE

Section 1. Intent

In adopting this article, the parties agree to implement the following rank structure.

Section 2. Rank Structure

At the convenience of the City, the following rank structure shall be authorized for partial or full implementation and be filled in accordance with the approved hiring, promotional (per articles 5 and 6), appointment (per article 7), or assignment process.

A. Operations & Support Division

Firefighter
Paramedic II (Promoted)
Fire Driver (Promoted)
Lieutenant (Promoted)

Note: parties agree that the Lieutenant position may be phased out over an unspecified period of time and incumbents, within the Lieutenant Rank, must successfully pass a written examination to promote to the Captain rank.

Captain (Promoted)
Battalion Chief (Promoted)
Division Chief (Appointed)
Assistant Chief (Appointed)

B. Fire & Life Safety Division

Fire Prevention Specialist (Promoted)
Deputy Fire Marshal (Promoted)
Fire Marshal (Appointed)

Section 3. Statutory Override

This Article supplants section 143.021 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 4 EDUCATIONAL REQUIREMENTS

Section 1. Intent

In adopting this Article, the Parties agree that formal education is an important element in advancing the professionalism and capabilities of the Department and its members. This Article aspires to meet the NFPA 1021 recommendations as set forth within the 2014 Edition of the National Fire Protection Association (NFPA).

Section 2. Phase-In Period

The education requirement(s) shall be phased-in beginning October 1, 2019 with the intent of attaining the following effective dates:

- (a) Fire Officer I – At least 30 credit hours of college level course work from an accredited institution of higher learning shall be required for all Fire Driver and/or Paramedic II positions operating in a higher class capacity beginning September 30, 2022.
- (b) Fire Officer II – An associate's degree or an equivalent number of credit hours (60 credit hours) toward a baccalaureate degree from accredited institution of higher learning shall be required for all new Company Officer's (Lieutenants and/or Captains) promoted after September 30, 2022.
- (c) Fire Officer III – A bachelor's degree from an accredited institution of higher learning shall be required for all new Battalion Chiefs promoted after September 30, 2025.
- (d) Fire Officer IV – A graduate degree from an accredited institution of higher learning is encouraged for Assistant Chiefs appointed after September 30, 2025.

Section 3. City Provided Education

The Department agrees to provide basic college level courses in reading, writing, and math coursework to assist members in beginning their college level education. Courses will be limited to a maximum of 3-credit hours in each of the aforementioned subjects and offered through a City approved institution of higher learning. This offering will begin no later than October 1, 2020 and may be done in conjunction within a monthly training program or other method(s) approved by the City. The educational requirements in this article will revert to statutory Civil Service language if the City fails to offer the courses and timing outlined herein.

Section 4. Statutory Override

This Article supplants section 143.030 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 5 PROMOTIONS

Section 1. Intent

In adopting this Article, the Parties agree to implement a promotional system using an Assessment Center component in addition to the written examination. The Parties believe adding an Assessment Center component to the selection process will improve the selection process and will provide promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the position of Paramedic II, Fire Driver, Lieutenant, ~~Captain~~ or Battalion Chief. Additionally, the Parties agree that formal education is an important element in advancing the professionalism and capabilities of the department and its members. This article aspires to meet the NFPA 1021 recommendations as set forth within the 2014 Edition of the NFPA.

Section 2. Time in Rank and Minimum Promotional Qualifications

Completion of Task Books will be required for all promotional exams conducted after October 1, 2020.

Paramedic certification shall be considered a minimum requirement for all promoted positions for candidates hired after October 1, 2020.

The Parties agree that the following minimum qualifications apply for each rank in order to participate in the promotional examination process:

- (a) Paramedic II: Completion of a minimum of two (2) years at firefighter rank; in good standing; completion of Firefighter Task Book AND completion of Driver/Operator Task Book
- (b) Fire Driver: Completion of a minimum of two (2) years at basic firefighter rank; in good standing; completion of Firefighter Task Book AND completion of Driver/Operator Task Book
- (c) Lieutenant: Completion of a minimum of two (2) years at Fire Driver rank; in good standing; and completion of the Basic Fire Officer Task Book, OR Completion of a minimum of one (1) year as a Paramedic II and one (1) year as a Fire Driver and completion of the Basic Fire Officer I Task Book.

NOTE: all parties agree that effective September 30, 2022 an associate's degree or an equivalent number of hours toward a bachelor's degree from accredited institution of higher learning will be required for all new Lieutenant and/or Captain positions. The associate's degree and/or equivalent number of hours must be obtained prior to the promotional written exam for the position.

- (d) Captain: Completion of a minimum of one (1) year as Lieutenant rank; in good standing; and completion of the Fire Officer II Task Book.

NOTE: all parties agree that effective September 30, 2022 an associate's degree or an equivalent number of hours toward a bachelor's degree from accredited institution of higher learning will be required for all new Lieutenant and Captain positions. The associate's degree and/or equivalent number of hours must be obtained prior to the promotional written exam for the position.

- (e) Battalion Chief: completion of a minimum of two (2) years as a Captain OR three (3) years combined experience at the Captain and Lieutenant rank; in good standing; and may have to complete the Fire Officer III Task Book.

NOTE: all parties agree that effective September 30, 2025 a bachelor's degree will be intended for all new Battalion Chief positions. The bachelor's degree must be obtained from an accredited educational institution and obtained prior to the promotional written exam for the position.

Section 3. Promotional Examination Procedure

- (a) The promotional examination procedure for the positions of Captain will consist of:
1. a written examination, as defined in this Article, consisting of one-hundred (100) multiple choice questions
- (b) The promotional examination procedure for the positions of Paramedic II, Fire Driver, Lieutenant, or Battalion Chief will consist of two parts:
1. a written examination, as defined in this Article, consisting of one-hundred (100) multiple choice questions; and, upon passing the written examination part of the promotional examination procedure
2. participation in all components of an Assessment Center.
- (bc) The minimum passing score on the written examination is Seventy percent (70%).
- (ed) If applicable, ~~t~~The minimum passing score on the Assessment Center is Seventy percent (70%).
- (de) The Commission shall adopt rules governing the promotional examination procedure and promotional eligibility lists in accordance with this Article for the promotional positions of Paramedic II, Fire Driver, Lieutenant, Captain, and Battalion Chief. Further, the Commission may adopt rules to provide for the efficient administration of a promotional examination for eligible promotional candidates who are members of the armed forces serving on active military duty which may include using only the written examination score for each such

candidate for one hundred percent (100%) of all such promotional candidates' final scores. If a written examination is offered to an active duty military candidate, and that candidate receives a minimum passing score, the remaining candidates shall only be required to take the written examination portion of that promotional process and Section 3(ab) 2 shall not apply to the examination. If the active duty military candidate does not receive a minimum passing score, Section 3(ab) 2 (Assessment Center) shall still apply.

(ef) The third-party assessors selected to provide the Assessment Center shall meet the following criteria:

1. Assessors shall be active duty firefighter(s) of similar rank to the promotion, or above, from cities with a service population of 80,000 or greater;
2. Assessors shall not reside in the City; and
3. Shall not be a current or former employee of the City.

(g) An emergency exception to the Assessment Center criteria shall be allowed on a case-by-case situation when mutually approved by the Civil Service Director and Association president.

1. Due to the public health crisis, Covid-19, all parties agree to forego administration of the assessment centers, for each promotional process, until safe and practical assessment can be conducted. The Department Head, Civil Service Director and Association President will agree to conditions that allow for safe to administration of an assessment center. If all parties can't agree, the Civil Service Director will make the final decision.

(gh) A City employee holding the rank or higher of the promotional position will be present during the Assessment Center to act as a subject matter expert (SME). This individual's interaction will be with the third-party provider of the Assessment Center, and interaction with the assessor panel will be kept to a minimum to preserve the integrity of the assessment. The SME will be mutually agreed upon by the Department head and the Association president.

Section 4. Written Examination

The term "written examination" in this Article means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the Assessment Center. Upon passing the written examination part of the promotional examination procedure, the promotional candidate shall proceed to the Assessment Center. Sixty percent (60%) of a promotional candidate's preliminary score will be based on the written examination grade, with the exception of Fire Driver which will be fifty percent (50%).

Section 5. Assessment Center

(a) Forty percent (40%) of a promotional candidate's preliminary score will be based on the Assessment Center score with the exception of the Fire Driver which will be fifty percent (50%) of a promotional candidate's preliminary score.

(b) The Assessment Center shall include the following components for each rank.

- a. Paramedic II
 - i. Driving Skills
 - ii. Tactical Simulation
 - iii. Documentation
 - iv. Communication
- b. Fire Driver
 - i. Driving Skills
 - ii. Tactical Simulation
 - iii. Documentation
 - iv. Communication
- c. Lieutenant
 - i. Research Project
 - ii. Role Play
 - iii. Tactical Simulation
 - iv. In-Basket

- d. ~~Captain~~
- i. ~~Research Project~~
- ii. ~~Role Play~~
- iii. ~~Tactical Simulation~~
- iv. ~~In-Basket~~

v. ~~Budget/Finance~~

- ed. Battalion Chief
 - i. Research Project
 - ii. Role Play
 - iii. Tactical Simulation
 - iv. In-Basket
 - v. Budget/Finance
 - vi. Interview Panel

~~(e) - (d)~~ Should any of the listed components be either unavailable or not recommended by the selected Assessment Center provider, a suitable alternate will be approved by the ~~Fire Chief~~ Department Head and Civil Service Director and communicated, in writing, to participants ~~at least ninety (90) days~~ prior to the Assessment Center.

- 1. Due to the public health crisis, Covid-19, all parties agree to forego administration of the assessment centers, for each promotional process, -until safe and practical assessment can be conducted. As Covid-19 is an unplanned

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event, it is agreed that the ninety (90) day notice does not apply. The Department Head, Civil Service Director and Association President will agree to conditions that allow for safe to administration of an assessment center. If all parties can't agree, the Civil Service Director will make the final decision.

~~(e)~~

Section 6. Procedure for Making Promotional Appointments

- (a) The preliminary score for each candidate who has passed the written examination and proceeded through the Assessment Center shall be computed by taking the candidate's written examination grade and multiply the grade by .60 to account for sixty percent (60%) of the candidate's preliminary score; and adding the candidate's Assessment Center score and multiply that score by .40 to account for forty percent (40%) of the preliminary score (see below). The same approach shall be used for Fire Driver using fifty percent (50%) weighting for both written examination and Assessment Center. The promotional candidate's overall score to be placed on the eligibility list shall be computed by adding the applicant's point(s) for seniority to the applicant's preliminary score. One seniority point shall be awarded for each full year of a candidate's time in his/her current rank classification; there shall be a maximum often (10) seniority points added to the candidate's preliminary score. A member shall receive credit for all years served in the Fire Driver and Paramedic II rank, up to a maximum of 10-points.

Passing Grade on Written Examination x 60% for all promotional processes
EXCEPT for Fire Driver which is established at 50%

+

Assessment Center score x 40% for all promotional processes EXCEPT for Fire
Driver which is established at 50%

=

[preliminary score] + applicable seniority points for time in rank = **overall score**

- (b) After the calculation of all the overall scores, an eligibility list will be created and maintained pursuant to Section 7 below. The Department head shall conduct an interview or interviews of promotional candidate(s) to fill promotional vacancies. The Department head possesses the discretion regarding the number of candidates to interview based upon the number of vacancies at that time. The Department head shall appoint the eligible promotional candidate having the highest overall score on the eligibility list unless the Department head has a valid reason for not appointing the person as provided for under Section 143.036(f) and (g) of the Texas Local Government Code. If the Department head has a valid reason for not appointing the eligible promotional candidate having the highest overall score, the Department head shall personally discuss the reason with the person being bypassed before appointing another person. The Department head shall also file the reason in writing with the commission and shall provide the person with a copy of the written notice.

Section 7. Effect of an Eligibility List Created Under this Article

A promotional eligibility list in existence at the time of the adoption of this Article shall continue in effect until its expiration in accordance with section 143.036(h) of the Texas Local Government Code. Any promotional eligibility list created under this Article will take effect upon the expiration of any existing applicable list and will remain in existence for one (1) year after the date on which the Assessment Center is completed and eligibility list created, unless the eligibility list is sooner exhausted. At the expiration of the eligibility list a new examination may be held.

Section 8. Appeal

(a) Written Examination

A promotional candidate may appeal the multiple choice written examination under section 143.034 of the Texas Local Government Code. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination.

(b) Assessment Center

- (1)** A promotional candidate may not appeal, or dispute the Assessment Center or scoring of the Assessment Center to an administrative or judicial body except as provided below.
- (2)** Fire Driver promotional candidate who attended the pre-assessment center training and overview offered to all candidates may appeal any of the required Assessment Center components stipulated in Section 5(b)(b) of this article. The candidate must notify the SME of the appeal immediately after completion of the component and prior to the assessors grading and documenting the score. An appeal form will be provided to the candidate seeking an appeal. All appeals shall be submitted in writing to the SME, who will then discuss the appeal with the assessors and the representative from the Assessment Center provider. Once this discussion is finished, the SME will then make a ruling. Once the ruling is made the candidates score will be tallied and any adjustments needing to be made will be corrected on the score sheet and then the grade will be finalized.

(c) Passover

The appeal provisions of Texas Local Government Code 143.036 (f) and (g) apply to a person having the highest overall score if they are not appointed by the Department head.

Section 9. Illness Provision

Promotional Exam Procedure for Personnel with Critical Illness/Injury

Promotional Exam procedures for candidates with critical illness/injury under limited circumstances will be accommodated in the form of an offsite written examination, within 72 hours of the posted examination date, for a candidate that meets all of the following criteria.

- a) The candidate shall submit a letter to the Civil Service Director accompanied by a doctor's note no later than 21 days before the scheduled written examination. The letter and doctor's note need address the nature of the critical illness/injury as well as the accommodations requested. A letter submitted with less than a 21 day notice must indicate good reason (such as new diagnosis) in order to be given consideration described in (c) and may be accommodated only when all elements of (c) can be satisfied within the shorter timeframe.
- b) The critical illness/injury must ~~meet the following criteria. It must~~ be for the treatment of a significant, ~~temporary~~ health condition such as cancer, kidney disease, heart attack, major surgery, organ transplant, benign brain tumor, severe burns, or a similar condition. It may also include quarantine/isolation for an infectious disease, ~~or a similar condition.~~
- c) The Civil Service Director will determine if the request meets the limited illness/injury criteria and what accommodations are workable. The Civil Service Director will then review the planned accommodations (or lack thereof) with the Department head and Association President. If the Civil Service Director and Association President agree upon the accommodations, those will then be communicated back to the candidate by the Civil Service Director.
- d) The accommodation will not impact the candidate's rights to appeal. They will retain the same appeal rights, under the same requirement to appeal within five business days of posted examination date ~~timeline that exists for candidates taking the exam at the scheduled time,~~ as other testing candidates.
- e) In the event that the ~~an~~ employee or employees receiving accommodation per the illness provision impacts the number of employees who are present for the written examination to fall below the two required, the City will administer the examination to the one individual.

Section 910. Statutory Override

This Article supplants sections 143.030, 143.032, 143.033, 143.034, and 143.036 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 6 FIRE & LIFE SAFETY DIVISION - PROMOTIONS

Section 1. Intent

In adopting this Article, the Parties agree to implement a promotional system using an Assessment Center component in addition to the written examination. The Parties believe an Assessment Center component to the selection process will improve the selection process and provides promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the position of Fire Prevention Specialist and Deputy Fire Marshal.

Section 2. Implementation

- (a) All parties agree that the first Fire & Life Safety (FLS) promotional process will take place in FY20 and eligible candidates will be limited to members assigned to the FLS Division. The City reserves the right to expand the candidate pool if there is an insufficient number of qualified candidates to participate and fill the authorized positions.
- ~~(a) Effective the start of the first full pay period following the adoption of the revised Meet and Confer agreement, staff who are currently assigned in Fire & Life Safety Division at the rank of FF and/or DE will be promoted into the rank of Fire Prevention Specialist without a written examination and assessment center. Furthermore, staff currently assigned in the Fire & Life Safety Division at the rank of Lieutenant will be promoted to the rank of Deputy Fire Marshal without a written examination and assessment center. All future promotions will require a written examination and assessment center.~~
- (b)
- (c) Beginning FY21, FLS Promotions shall be open to all members of the Department that meet the criteria contained within this article.
- (d) Completion of Task Books will be required for all promotional exams conducted after October 1, 2020.
- ~~(e)~~

Section 3. Time in Rank and Minimum Promotional Qualifications

Paramedic certification shall be considered a minimum requirement for all promoted positions for candidates hired after October 1, 2020.

The parties agree that the following minimum qualifications are required to participate in the promotional examination process:

- (a) Fire Prevention Specialist: completion of a minimum of two (2) years at firefighter rank; in good standing; completion of Firefighter Task Book AND completion of Driver/Operator Task Book; TCFP Fire Inspector Certification or equivalent as determined by TCFP, TCFP Fire Investigator Certification.

~~(a) — Effective the start of the first full pay period following the adoption of the revised Meet and Confer agreement, the minimum qualifications for the Deputy Fire Marshal is a minimum of one (1) year FLS/assignment; in good standing; completion of Firefighter Task Book AND completion of Driver/Operator Task Book; TCFP Fire Inspector I and II or equivalent as determined by TCFP, TCFP Fire Investigator. Any future Deputy Fire Marshal promotions will require minimum qualifications identified in (c).~~

(b)

(c) Deputy Fire Marshal: completion of a minimum of one (~~4~~2) years at Fire Prevention Specialist; in good standing; completion of Firefighter Task Book AND completion of Driver/Operator Task Book; TCFP Fire Inspector I and II or equivalent as determined by TCFP, TCFP Fire Investigator.

Section 4. Promotional Examination Procedure

(a) The promotional examination procedure for the positions of Fire Prevention Specialist and Deputy Fire Marshal will consist of two parts:

1. a written examination, as defined in this Article, consisting of a minimum of one hundredfifty (10050) multiple choice questions; and, upon passing the written examination part of the promotional examination procedure

~~1-2.~~ An International Code Council (ICC) test(s) may be used for the written examination if approved by the ~~Fire Chief~~Department Head.

~~2-3.~~ Participation in a Georgetown Proctored Assessment Center.

(b) The minimum passing score on the written examination is Seventy percent (70%).

(c) The minimum passing score on the Georgetown Proctored Assessment Center is Seventy percent (70%).

(d) The Commission shall adopt rules governing the promotional examination procedure and promotional eligibility lists in accordance with this Article for the promotional positions of Fire Prevention Specialist and Deputy Fire Marshal. Further, the Commission may adopt rules to provide for the efficient administration of a promotional examination for eligible promotional candidates who are members of the armed forces serving on active military duty which may include using only the written examination score for each such candidate for one hundred percent (100%) of all such promotional candidates' final scores. If a written examination is offered to an active duty military candidate, and that candidate receives a minimum passing score, the remaining candidates shall only be required to take the written examination portion of that promotional process and Section ~~34~~(a) 2 shall not apply to the examination. If the active duty military candidate does not receive a minimum passing score, Section ~~34~~(a) 2 (Assessment Center) shall still apply.

(e) The City of Georgetown shall conduct the Assessment Center and shall choose assessors that meet the following criteria:

1. Assessors shall be active members similar rank to the promotion, or above, from cities with a service population of 60,000 or greater;
2. Assessors shall not reside in the City; and
3. Shall not be a current or former employee of the City.

(f) An emergency exception to the Assessment Center criteria shall be allowed on a case-by-case situation when mutually approved by the Civil Service Director and Association president.

1. Due to the public health crisis, Covid-19, all parties agree to forego administration of the assessment centers, for each promotional process, until safe and practical assessment can be conducted. The Department Head, Civil Service Director and Association President will agree to conditions that allow for safe to administration of an assessment center. If all parties can't agree, the Civil Service Director will make the final decision.

(f) —

Section 5. Written Examination

The term "written examination" in this Article means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the Assessment Center. Upon passing the written examination part of the promotional examination procedure, the promotional candidate shall proceed to the Assessment Center. Sixty percent (60%) of a promotional candidate's preliminary score will be based on the written examination grade.

Section 6. Assessment Center

- (a) Forty percent (40%) of a promotional candidate's preliminary score will be based on an Assessment Center score.
- (b) The Assessment Center shall include the following components for each rank.
 1. Fire Prevention Specialist
 - a. Inspection
 - b. Written Code Complaint
 - c. Documentation
 2. Deputy Fire Marshal
 - a. Inspection
 - b. Role Play
 - c. Plan Review
 - d. In-Basket

(c) Should any of the listed components be either unavailable or not recommended by the selected Assessment Center provider, a suitable alternate will be approved by the ~~Fire Chief~~ Department Head and Civil Service Director and communicated, in writing, to participants ~~at least ninety (90) days~~ prior to the Assessment Center.

1. Due to the public health crisis, Covid-19, all parties agree to forego administration of the assessment centers, for each promotional process, until safe and practical assessment can be conducted. As Covid-19 is an unplanned event, it is agreed that the ninety (90) day notice does not apply. The Department Head, Civil Service Director and Association President will agree to conditions that allow for safe to administration of an assessment center. If all parties can't agree, the Civil Service Director will make the final decision.

Section 7. Procedure for Making Promotional Appointments

(a) The preliminary score for each candidate who has passed the written examination and proceeded through the Assessment Center shall be computed by taking the candidate's written examination grade and multiply the grade by .60 to account for sixty percent (60%) of the candidate's preliminary score; and adding the candidate's Assessment Center score and multiply that score by .40 to account for forty percent (40%) of the preliminary score (see below). The promotional candidate's overall score to be placed on the eligibility list shall be computed by adding the applicant's point for seniority to the applicant's preliminary score. Seniority points will be based on the following:

a. For Fire Prevention Specialist: One seniority point shall be awarded for each full year of a candidate's time in department; there shall be a maximum of ten (10) seniority points added to the candidate's preliminary score.

~~a.b.~~ For Deputy Fire Marshal: One seniority point shall be awarded for each full year of a candidate's time in his/her current rank classification Fire and Life Safety division (assignment); there shall be a maximum of ten (10) seniority points added to the candidate's preliminary score.

Passing Grade on Written Examination x 60%

+

Assessment Center score x40% for all promotional processes

=

[preliminary score] + applicable seniority points for time ~~in rank~~ FPS department or DFM assignment = **overall score**

The Department head shall conduct an interview or interviews of promotional candidate(s) to fill promotional vacancies. The Department head possesses the discretion regarding the number of candidates to interview based upon the number of vacancies at that time. The Department head shall appoint the eligible promotional candidate having the highest overall score on the eligibility list unless the Department head has a valid reason for not appointing the person as provided

for under Section 143.036(f) and (g) of the Texas Local Government Code. If the Department head has a valid reason for not appointing the eligible promotional candidate having the highest overall score, the Department head shall personally discuss the reason with the person being bypassed before appointing another person. The Department head shall also file the reason in writing with the commission and shall provide the person with a copy of the written notice.

Section 8. Effect of an Eligibility List Created Under this Article

A promotional eligibility list in existence at the time of the adoption of this Article shall continue in effect until its expiration in accordance with section 143.036(h) of the Texas Local Government Code. Any promotional eligibility list created under this Article will take effect upon the expiration of any existing applicable list and will remain in existence for one (1) year after the date on which the Assessment Center is completed and eligibility list created, unless the eligibility list is sooner exhausted. At the expiration of the eligibility list a new examination may be held.

Section 9. Appeal

(a) Written Examination

A promotional candidate may appeal the multiple choice written examination under section 143.034 of the Texas Local Government Code. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination.

(b) Assessment Center

A promotional candidate may not appeal, or dispute the Assessment Center or scoring of the Assessment Center to an administrative or judicial body.

(c) Passover

The appeal provisions of Texas Local Government Code 143.036 (f) and (g) apply to a person having the highest overall score if they are not appointed by the Department head.

Section 9. Illness Provision

Promotional Exam Procedure for Personnel with Critical Illness/Injury

Promotional Exam procedures for candidates with critical illness/injury under limited circumstances will be accommodated in the form of an offsite written examination, within 72 hours of the posted examination date, for a candidate that meets all of the following criteria.

- a) The candidate shall submit a letter to the Civil Service Director accompanied by a doctor's note no later than 21 days before the scheduled written examination. The letter

and doctor's note need address the nature of the critical illness/injury as well as the accommodations requested. A letter submitted with less than a 21 day notice must indicate good reason (such as new diagnosis) in order to be given consideration described in (c) and may be accommodated only when all elements of (c) can be satisfied within the shorter timeframe.

- b) The critical illness/injury must ~~meet the following criteria. It must~~ be for the treatment of a significant-~~temporary~~ health condition such as cancer, kidney disease, heart attack, major surgery, organ transplant, benign brain tumor, severe burns, or a similar condition. It may also include quarantine/isolation for an infectious disease, ~~or a similar condition.~~
- c) The Civil Service Director will determine if the request meets the limited illness/injury criteria and what accommodations are workable. The Civil Service Director will then review the planned accommodations (or lack thereof) with the Department head and Association President. If the Civil Service Director and Association President agree upon the accommodations, those will then be communicated back to the candidate by the Civil Service Director.
- d) The accommodation will not impact the candidate's rights to appeal. They will retain the same appeal rights, under the same requirement to appeal within five business days of posted examination date ~~timeline that exists for candidates taking the exam at the scheduled time,~~ as other testing candidates.
- e) In the event that the ~~an~~ employee or employees receiving accommodation per the illness provision impacts the number of employees who are present for the written examination to fall below the two required, the City will administer the examination to the one individual.

Section 10. Statutory Override

This Article supplants sections 143.030, 143.032, 143.033, 143.034, and 143.036 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 7 APPOINTED POSITIONS

Section 1. Intent

This article is intended to establish the manner by which appointed ranks, referenced in article 3, are filled.

Section 2. Assistant Chief

Upon vacancy, up to two (2) Assistant Chief positions may be filled by an internal or external candidate by appointment by the Department head pursuant to the process provided for in Section 143.014(e) of the Texas Local Government Code or proceed to an external appointment.

The following criteria applies to appointments for Assistant Chief:

- (a) In the event that there are no qualified internal candidates, the ~~Fire Chief~~Department head shall have the right to appoint an Assistant Fire Chief from outside of the Department. The selection criteria used for this external hire/appointment must include an assessment process that is equivalent to or more comprehensive than the assessment process used for the promotion of a member to the Battalion Chief rank.
- (b) For the purposes of this Agreement "qualified internal candidate" shall be defined as the member being in "Good Standing"; actively functioning in the rank of Captain or higher for a minimum of four (4) years; demonstrated competencies to function in the Battalion Chief rank as determined by the Chief; completion of the Battalion Chief Task Book by the time of appointment; and must be willing to accept the appointment and operate in the Operational and Administrative Support division. "Good Standing" is defined as an employee who is not under investigation, has received a positive mid-year evaluation, has received a "meets" or "exceeds" review on the most recent annual evaluation and has not received a written reprimand within the last six months and/or a suspension or demotion within the last 18-months from the time of appointment.

Section 3. Division Chief

Upon vacancy, up to one (1) Division Chief position may be filled by an internal candidate by appointment by the Department head pursuant to the criteria contained herein:

- (a) The ~~Fire Chief~~Department head shall only appoint a qualified internal candidate into the Division Chief position.
- (b) For the purposes of this agreement "qualified internal candidate" shall be defined as the member being in "Good Standing"; actively functioning in the rank of Battalion Chief for a minimum of two (2) years; demonstrated competencies to function in the Battalion Chief rank as determined by the Chief; completion of the Battalion Chief Task Book

by the time of appointment; and must be willing to accept the appointment and operate in the Operational and Administrative Support division. "Good Standing" is defined as an employee who is not under investigation, received a positive mid-year evaluation, has received a "meets" or "exceeds" review on the most recent annual evaluation and has not received a written reprimand within the last six months and/or a suspension or demotion within the last 18-months from the time of appointment.

Section 3. Fire Marshal

Upon vacancy, up to one (1) Fire Marshal position may be filled by an internal or external candidate by appointment by the Department Head pursuant to the criteria contained herein:

- (a) In the event that there are no qualified internal candidates, the ~~Fire Chief~~Department head shall have the right to appoint a Fire Marshal from outside of the Department. The selection criteria used for this external hire/appointment must include an assessment process that is equivalent to or more comprehensive than the assessment process used for the promotion of a member to the Battalion Chief rank.
- (b) For the purposes of this agreement "qualified internal candidate" shall be defined as the member being in "Good Standing"; actively functioning in the rank of Lieutenant, or higher, for a minimum of four (4) years; demonstrated competencies to function in the Fire Marshal position as determined by the Chief; completion of the Fire Marshal Chief Book by the time of appointment; and must be willing to accept the appointment and operate in the Fire & Life Safety Division. "Good Standing" is defined as an employee who is not under investigation, has received a positive mid-year evaluation, has received a "meets" or "exceeds" review on the most recent annual evaluation and has not received a written reprimand within the last six months and/or a suspension or demotion within the last 18-months from the time of appointment.

Section 4. Removal from Appointment Positions

- (a) A person who is removed from an Assistant Chief and/or Division Chief Position appointment shall be reinstated in the Department and placed in the same classification, or its equivalent, to the rank of Battalion Chief and shall retain protection under the Civil Service regulations.
- (b) A person who is removed from the Fire Marshal appointment shall be reinstated in the Department and placed in the rank that immediately preceded their appointment and shall retain protection under the Civil Service regulations.

Section 5. Statutory Override

This Article supplants sections 143.014, 143.021, 143.028, 143.030, 143.032, 143.033, and 143.036 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or

rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 8 COMPENSATION

Section 1. Base Pay Philosophy

The City recognizes that the recruitment and retention of highly capable and professional Fire Fighters is essential to the success of the Georgetown Fire Department. As such, it is the desire of the City to maintain a pay philosophy that considers the average pay for Fire Fighters as reflected in Section 3(a). The parties recognize financial limitations may face the City in challenging economic periods. Section 3(c) of this Article reflect the Parties' intent to address the current economic period and are not intended to serve as precedent in future agreements.

Section 2. Comparator Cities

Austin, Cedar Park, New Braunfels, Travis County ESD 2, Lewisville, Sugar Land, and Round Rock shall continue to be used as comparator cities for the salary survey to be conducted each year of this agreement. City staff will survey salary competitiveness in the first quarter of each calendar year. The results of each survey will be reviewed with Association leadership. Based on the survey information of the comparator cities and in the manner described in section 3, the average of base pay for minimums for each rank shall be calculated and proposed for approval as a part of the budget process.

Section 3. Compensation Proposal Calculation

~~(a) Compensation for the ranks of Fire Fighter, Fire Driver, Fire Lieutenant, Fire Captain, and Fire Battalion Chief shall be proposed on the basis of the following calculations.~~

Compensation for Paramedic II, Fire Prevention Specialist, Deputy Fire Marshal, and all appointed ranks will be at the discretion of the Department head and Civil Service Director. However, the positions will be tied to existing benchmarked positions that correlate to the salary survey comparison and will reflect pay adjustments accordingly.

a) Compensation for the ranks of Fire Fighter, Fire Driver, Fire Lieutenant, Fire Captain, and Fire Battalion Chief shall be proposed based on the following calculations.

b) ~~(b)~~ Fiscal Year 19/20 - During the first year of the Agreement the City will recommend the step plan and implementation outlined in Appendix "A". The implementation of this updated step plan would occur in two phases:

- Phase one – implementation - will occur in the first full pay period in fiscal year 19/20, with an effective date of October 14, 2019 that will be reflected on the November 1, 2019 paycheck. Implementation consists of updating the market competitive rates for each rank and step. Employees will retain their current rank and step.
- Phase two – step - will consist of step increases upon the employees previously established step date.

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The pay plan recommended for implementation in October of 2019 continues to reflect the methodology agreed to by the City and the Association, specifically:

- To allow overlap between ranks;
- To allow individuals to stay in the step they are in upon adoption of new pay structure;
- To increase pay acceleration at early steps within the Fire Fighter rank;
- Individuals stepping up to a higher class role as defined by departmental policy will be placed in the higher class rank at the nearest step that results in at least a five percent (5%) increase in base salary from the individual's rank to the higher class rank for that duration; and
- Individuals that are promoted will be placed in the new rank at the nearest step that results in at least a five percent (5%) increase in base salary.
- When a promotion results in a loss of assignment pay, the assignment pay will be included in the base salary for calculating the five percent (5%) increase.
- When a rank of Lieutenant or above promotes to Fire and Life Safety, the step will be determined as follows:
 - a. Lateral promotion will result in one (1) step increase, not to exceed highest step available
 - ~~a-b.~~ Demotion, will result in decrease to step nearest to, but less than, current pay, not to exceed highest step available.

(c) Future fiscal years - In future years, FY 20/21 and beyond, the City commits to, at a minimum, proposing Sixty percent (60%) of the market gap using the following methodology:

The recommended base pay scale shall continue to be calculated by the salary survey conducted in the first quarter of each calendar year of the Agreement, utilizing the average minimum base salary for each rank of the seven (7) comparator organizations as specified in this Agreement. The recommendation will propose that the minimum base pay for each rank above Firefighter will receive an increase (should an increase be required) to match the survey average for base pay minimums. The rank of Firefighter recommendation will continue to be based on the combined average base pay minimum plus any paramedic assignment and/or certification pay.

City staff shall prepare a report to the City Manager to be forwarded to the City Council at the time the proposed budget is submitted to the City Council that will show the cost of implementing the pay increase as calculated above.

Recommendations will include implementation during the first full pay period in October, unless otherwise determined by both parties through the Labor/Management Pay Subcommittee discussions.

Section 4. Override

This Article supplants 143.041(b) and 143.038 of the Texas Local Government Code.

Section 5. Funding Obligations

Depending upon the financial forecasts, the City may implement the compensation recommendations in Section 3 between the first pay period of the fiscal year and the first pay period of July of each fiscal year. The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform the obligations of the City under this Agreement.

All obligations of the City shall be paid only out of current ongoing revenues or any other funds lawfully available for those obligations, including tax revenues reasonably anticipated at equal or higher total gross amounts as were collected in each preceding fiscal year respective to each year of the Agreement, and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7.

Following the adoption of the annual budget that may establish a pay increase, should the City Council find it fiscally necessary to reduce base pay for non-civil service City employees, or implement other cost saving measures such as mandatory furloughs or a reduction-in-force, the increases recommended under this Article may be reduced accordingly.

If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the Government of the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the tax rate, the Association agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) calendar days after these negotiations begin, no agreement has been reached; this Agreement shall terminate and be null and void in its entirety.

ARTICLE 9 OVERTIME CALCULATION

Section 1. Overtime Calculation

Per federal law and existing City policy, non-productive time taken by the employee is not considered time worked for the purposes of calculating overtime. In acknowledgement of the unique work and staffing requirements of Fire Fighters, the parties agree that, starting on October 28, 2019, this article will supersede City policy for all Fire Fighters assigned to a 56 hour workweek engaged in fire suppression activities. Thereafter, approved paid vacation and holiday leave time taken by said Fire Fighters shall be calculated as hours worked.

Section 2. Statutory Override

This Article preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 10 ASSIGNMENT PAY

Section 1. Assignment Pay

The parties agree that certain specialized roles performed by Fire Fighters and assigned by the department head should receive assignment pay.

Section 2. Guidelines

As such, the following Assignment Pay plan, reflecting incentive amounts, shall become effective October 28, 2019 and reflected on the November 15, 2019 paycheck.

Eligible Assignments:

(a) Ambulance Assignment Pay \$25 PER 24 HOUR SHIFT ASSIGNED

1. Ambulance Assignment Pay is only available to employees at the rank of Fire Fighter assigned to work a 24 hour shift assigned to an ambulance/TRV. If a shift is split between multiple employees, the full assignment pay will be granted to the employee who works the largest portion of that shift. If a shift is evenly split, the full assignment pay will be granted to the employee working the first portion of the shift. All assignments are at the discretion of the department head.
2. In the event that a 12 hour peak ambulance is deployed during the term of this agreement, the department head is authorized to create procedures to adapt ambulance assignment pay to incent assigned employees.
3. New employees assigned to an ambulance as part of their training are not eligible for Ambulance Assignment Pay.

(b) Paramedic Credential Pay \$450 PER MONTH

1. Paramedic Credential Pay is only available to employees at the ranks of Fire Fighter, Paramedic II, and Fire Driver.
2. Employees receiving Paramedic Credential Pay are ineligible to receive paramedic certification pay or assignment pay.
3. Determination of eligibility for Paramedic Credential Pay is made by the Department Head.

Section 3. Statutory Override

This Article supplants section 143.042 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 11 STANDBY PAY

Section 1. Standby Pay

Civil Service employees in certain roles are required to be available in standby status as part of their job. Civil Service law does not currently allow for standby pay. It is the desire of the City and Association to make the current City Standby Pay policy, currently policy number 211, applicable to Fire Fighters as designated by the department head based on their role.

Standby pay will take effect for employees designated by the department head beginning no sooner than October 28, 2019 and reflected on the November 15, 2019 paycheck.

This article will remain in effect for the duration of this agreement, regardless of whether the policy number is changed.

Section 2. Statutory Override

This Article supplants section 143.041 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 12
REPRESENTATION ON BENEFITS COMMITTEE

The Association may appoint one (1) member to the City's Benefit Committee. That appointee shall be a fully participating member of the Committee and perform the same duties as all other members of the Committee.

ARTICLE 13
LABOR/MANAGEMENT RELATIONS

Each Party shall designate three (3) representatives to serve on a joint Labor/Management Committee ("Committee"). This Committee shall meet quarterly at agreeable times and places to discuss matters of mutual concern. Such discussion shall be for the purpose of encouraging productive relations between the parties and the improvement of the emergency services to the community. The City Manager and Association President will each attend a minimum of two meetings per year. The meeting will include discussion of pressing issues, such as staffing levels, for the Association and the City. Furthermore, the intent is to establish a list of topics/issues that may be discussed within the next formal meet and confer process. A minimum of two (2) members from each party must be present for a meeting to be held. The Department head will make reasonable efforts to accommodate requests by Association members to attend if they are on duty. Both parties understand and agree that Committee meetings are not required on any issue, except where provided for in Article 5 of this Agreement, and are not a condition nor limitation on the management rights to make and enforce policies, rules, regulation, or operational decisions.

The work of the Committee shall be conducted on City time without loss of pay by Committee members; except that meetings which are scheduled at times when Association members who are not on duty, such members shall attend on their own time without compensation.

ARTICLE 14 BULLETIN BOARDS

Section 1. Bulletin Board Space

The Association shall be permitted to maintain, at each firehouse and the Public Safety Building, one (1) bulletin board to be used exclusively for Association business. These bulletin boards shall be allowed by the City, shall be consistent with the decor of the building, and located in suitable locations easily accessible to the employees for the purpose of posting notices of interest to members of the Association.

Section 2. Maintenance of Posted Materials

The Association shall be responsible for maintaining all posted materials and shall ensure that all posted materials are compliant with any and all city policies relating to public postings. The City shall have the authority to remove any posted materials that are non-compliant with said policies.

ARTICLE 15
CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

Section 1. Scope of Procedure

The City and Association recognize that from time to time disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Only matters involving the interpretation, application, or alleged violations of a specified provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. Any matters for which the right of appeal or review is afforded by Chapter 143 of the Texas Local Government Code are excluded from the scope of this article.

Section 2. Application of Procedure

If the Association has a dispute with the City regarding this Agreement, the Association Executive Board, or Association's President's designee, should reduce the dispute to writing and deliver it to the City's designated representative, who shall be its Department head or designee.

A Firefighter may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association Executive Board.

Each dispute shall be submitted in writing, and must include, at minimum, the following information:

1. a brief statement of the dispute and the facts or events on which it is based;
2. the sections(s) of the Agreement alleged to have been violated;
3. the remedy or adjustment sought; and
4. the bargaining unit member's signature or, if filed by the Association Executive Board, the signature of the Association President or designee.

Any claim or dispute by a Firefighter or group of Firefighters under this Agreement which includes a claim for pay or benefits for any past pay periods must be filed by the employee with the Association Executive Board within fifteen (15) business days of the date when the employee knew or reasonably should have known of the claim. Disputes by the Association Executive Board, or Firefighter shall proceed along the following steps:

Step 1. An aggrieved Firefighter must initiate a dispute with the Association Executive Board within fifteen (15) business days of the date upon which the Firefighter knew of or should have known of the facts giving rise to the dispute. A copy of notice or receipt of the dispute shall be forwarded to the Department head by the Association Executive Committee within three (3) business days of the receipt of the dispute. The Association Executive Board shall within their sole discretion determine if a dispute exists within fifteen (15) business days of receipt of the dispute. If the Association determines that no dispute exists, the grievance will be deemed denied and it shall notify the Department head in writing that no further proceedings will be necessary. If the

Association Executive Board determines that the dispute is valid, it will notify the Department head of such and forward a copy of the grievance to the Department head within fifteen (15) business days after determination.

Step 2. Any dispute found to be valid by the Association Executive Board shall be submitted to the Department head within fifteen (15) business days of the Step 1 decision. After receipt of the dispute, the Department head shall within fifteen (15) business days submit his/her response in writing to the Association Executive Board. If there is no timely reply from the Department head the grievance is deemed denied and will proceed to the next step as indicated.

Step 3. If the dispute is not resolved in Step 2, the Association Executive Board may advance the dispute in writing to the City Manager or designee within fifteen (15) business days from receipt of the Step 2 decision of the Department head. The City Manager or designated representative shall review the matter and render a decision in writing to the Association Executive Board within fifteen (15) business days of the receipt of the dispute in Step 3. The City Manager or designee may, at his/her discretion, conduct a conference to further explore the merits of the dispute and to explore resolution options.

Step 4. If the dispute is not resolved in either Step 2 or Step 3, either Party shall have the right to seek mediation of the dispute by requesting same in writing within fifteen (15) business days from the Department head's response or the City Manager's response. The mediation will proceed before either a mediator with the Federal Mediation and Conciliation Service or before a mutually agreed mediator. The mediation shall be held in available facilities of the City of Georgetown.

Step 5. If the dispute is not resolved at Step 4, the Association Executive Board shall have fifteen (15) business days from the date of mediation to determine whether it will pursue the dispute under this article through arbitration. Under this step, the Association Executive Board must deliver a letter indicating its election to proceed to arbitration to the Department head and City Manager.

Section 3. Arbitration Option

The Parties have agreed that all disputes under this Agreement, which concern the application and interpretation of this Agreement, shall be submitted to final and binding arbitration, and the Parties exclude from this Agreement disputes involving statutory application and interpretation for rights and claims not arising under sections 142 or 143 of the Texas Local Government Code. The terms of the Agreement, and any factual issues which are determinative in applying the Agreement, shall be the sole province of the designated arbitrator, and his or her decision shall be final. However, the City will only agree to arbitration on the condition that legal issues which are determinative in any contract dispute are subject to judicial review. This additional exception to the Parties' arbitration Agreement is a narrow one, as reflected by the bargaining history. This contract represents an agreement to submit disputes to arbitration within its scope, and otherwise preserves the existing jurisdiction of Texas Courts over any contract rights and claims not exclusively committed to arbitration. The Parties have agreed that questions of law, which involve either the interpretation and application of state statutes or the application of legal principles from Texas appellate court opinions (or the failure to properly apply such legal principles or opinions) to controversies under this article shall be submitted initially to arbitration, but that either party shall

have a limited right of appeal from an arbitration award in the Courts solely for the purpose of reviewing disputed issues of law. No such appeal from arbitration shall include review of any factual determinations by the arbitrator, including credibility of witnesses or weight of the evidence. If an appeal from arbitration based on erroneous application of the law is not successful, the appealing Party shall bear all costs of such appeal.

If a dispute is submitted to arbitration, within seven (7) business days, the Department head and/or City and the Association shall select an arbitrator by alternately striking names from the Parties' pre-determined panel of six (6) qualified neutral arbitrators. The process will be as follows: the Association shall strike the first name under this article with the first dispute brought under this article. Thereafter, the first strike shall alternate between the Parties. The panel list is attached as Appendix B to this Agreement. Should any panel member subsequently refuse or be unable to continue to serve on the panel, the Parties may mutually agree to his replacement. The remaining members of the panel will continue to serve for the duration of the Agreement. The arbitration should be held at the earliest available date, but may be continued for good cause shown or upon mutual agreement.

Upon written request delivered at least fourteen (14) calendar days prior to the date of the hearing, a party to the proceeding shall provide, no later than seven (7) days prior to the hearing, to the opposing party the names and addresses of witnesses expected to be called at the hearing. In the absence of good or excusable cause, the arbitrator may exclude the testimony of a witness upon the failure of a party to disclose such a witness. The parties, in writing, may request discovery from each other concerning the grievance. Should the opposing party not agree to provide the requested information within seven (7) calendar days of the request; the request shall be deemed denied. The requesting party may then apply to the arbitrator, who shall order such discovery consistent with, but not bound by, the rules of discovery in Texas civil cases. In considering the application, the arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be requested within thirty-five (35) calendar days prior to the hearing, unless agreed by the parties.

The hearing shall be held in available facilities of the City of Georgetown and shall be conducted informally, without strict evidentiary or procedural rules. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The arbitrator shall consider and decide only the issue(s) in the dispute statement or submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible and the arbitrator's written decision shall be based on a preponderance of evidence within thirty (30) days after close of the hearing, or after receipt of post-hearing briefs if applicable.

Section 4. Decision Final and Binding

If arbitration is selected, the Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the Agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the dispute submitted to the

arbitrator. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration, but the fees and expenses of the arbitrator shall be borne equally by the Parties. The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion, or which exceeds the arbitrator's jurisdiction or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

Section 5. Mutual Extension

All deadlines within this article may be extended by mutual agreement by the Parties.

Section 6. Grievances of Non-Association Members

Grievances of Non-Association members must follow the same procedure outlined by this article. However, should the grievance of a Non-Association member require that Association resources be used, the Non-Association member will be required to pay all expenses incurred while pursuing final disposition of their grievance. These shall include cost for payment of Arbitrator fees, counsel fees and any other fees directly related to the grievance. All disciplinary appeals shall follow the procedure as outlined in chapter 143 of the Local Government Code.

ARTICLE 16
MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS

MANAGEMENT RIGHTS

Section 1.

The Parties understand and agree that the City as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, hereby retains all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than as required under Chapter 143 of the Texas Local Government Code.

Section 2.

The powers, privileges, authority, and responsibilities retained by the City includes, but are not necessarily limited to, the following subject matter areas, except as otherwise specifically identified by law and the terms of this Agreement:

- a) General management and administrative control and authority over the Fire Department, including its properties, facilities, and equipment, operations, and staffing;
- b) Determination of the Fire Department's overall budget from year to year;
- c) Determination of which Fire Department programs, functions, and operations to implement;
- d) Determination over the Fire Department's organizational structure, subject to any duly adopted rank and classification structure fixed by ordinance;
- e) Continued authority over the implementation, maintenance, and updating to any and all written Standard Operating Procedures, Fire Department and City Policies created, adopted, or amended under the authority of the ~~Fire Chief~~Department head, the City Manager, or the City Council.
- f) Scheduling of vacation leave, compensatory time leave, and any other paid time off, whether paid or unpaid;
- g) Discretionary assignment and authorization to control allowance of overtime work, except as otherwise provided in this Labor Agreement;
- h) Scheduling operations, assignment of shifts, and determination of appropriate staffing needs and requirements;

- i) Control of performance, production and service standards within the Fire Department.

B. MAINTENANCE OF STANDARDS

Section 1.

All fiscal benefits, privileges, and working conditions existing in the Fire Department on the effective date of this Agreement, but which are not explicitly addressed in this Agreement, shall remain unchanged for the duration of this Agreement, so long as the maintenance of those benefits, privileges, and working conditions do not interfere with the operations of the Department.

Section 2.

The Parties expressly understand and agree that any modification or changes to existing practices and operations shall be consistent with the spirit and intent of this Article, that any such modifications or changes, if any, must be reasonably related to a legitimate administrative or operational needs of the Department and the City and must not conflict with any state law, federal law, governmental regulation, or any other provision of this Agreement.

Section 3.

This Section is intended to supplement the preceding Section on Management Rights, and shall not be construed as being in derogation, or further modification of, the management prerogatives and rights addressed in the section on Management Rights or those rights otherwise allowed by Texas law.

ARTICLE 17
TERM OF AGREEMENT

This Agreement shall have an effective date of October 1, 2019, and shall remain in full force and effect through September 30, 2022. This agreement may be extended by written mutual agreement.

ARTICLE 18
SAVINGS CLAUSE, PREEMPTION PROVISION,
AND COMPLETE AGREEMENT CLAUSE

Section 1. Savings Clause

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to agree on a substitute provision. However, if the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. This deadline may be extended by mutual agreement by the Parties. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

Section 2. Preemption Provision

The provisions of this Agreement shall ~~supereedes~~supersede the provisions of any statute, Executive Order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143; Ordinances of the City of Georgetown, Texas; and Rules and Regulations of the Firefighters' and Police Officers' Civil Service Commission for the City of Georgetown, Texas. This preemption provision is authorized by section 142.117 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of ~~supereedings~~superseding the statutory standard or result which would otherwise obtain, in the absence of this Agreement. This provision is of the essence to the bargain and Agreement, which has been reached.

Section 3. Complete Agreement Clause

The Parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the meet and confer process. This Agreement constitutes the full and complete Agreement of the Parties and there are no others, oral or written, except as specified in this Agreement.

SIGNATURE & EXECUTION PAGE

**THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED,
AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:**

THE CITY OF GEORGETOWN, TEXAS

(Approved by Georgetown City Council on _____ of _____, 20192020)

By: _____ Dated: _____
DAVID MORGAN
CITY MANAGER

By: _____ Dated: _____
ROBYN DENSMORE
CITY SECRETARY

By: _____ Dated: _____
JOHN SULLIVAN
FIRE CHIEF

By: _____ Dated: _____
CHARLIE MCNABB
CITY ATTORNEY

**THE GEORGETOWN ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, IAFF
LOCAL NO. 3991**

(Ratified by GAPFF Membership on _____ of _____, 20192020)

By: _____ Dated: _____
ROSS BLACKCODY STOUT
PRESIDENT
GEORGETOWN ASSOCIATION OF
PROFESSIONAL FIRE FIGHTERS

By: _____ Dated: _____
ERIC LAMBERT
SECRETARY
GEORGETOWN ASSOCIATION OF
PROFESSIONAL FIRE FIGHTERS

APPENDIX A OCTOBER 2019 PAY PLAN

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
Firefighter	\$ 50,803	\$ 52,835	\$ 54,948	\$ 56,596	\$ 58,294	\$ 60,043	\$ 61,844	\$ 63,699	\$ 65,510	\$ 67,578	\$ 69,605	\$ 70,997	\$ 72,417	\$ 73,865
Fire Driver	\$ 67,041	\$ 68,717	\$ 70,435	\$ 72,196	\$ 74,001	\$ 75,857	\$ 77,747	\$ 79,691	\$ 81,683	\$ 83,725	\$ 85,818	\$ 87,963		
Lieutenant	\$ 74,508	\$ 75,995	\$ 77,515	\$ 79,065	\$ 80,646	\$ 82,250	\$ 83,904	\$ 85,582	\$ 87,294	\$ 89,040	\$ 90,821	\$ 92,637		
Captain	\$ 87,937	\$ 89,696	\$ 91,490	\$ 93,320	\$ 95,186	\$ 97,090	\$ 99,032	\$ 101,013	\$ 103,033	\$ 105,094	\$ 107,196			
Battalion Chief	\$ 98,269	\$ 100,233	\$ 102,238	\$ 104,283	\$ 106,369	\$ 108,496	\$ 110,666	\$ 112,879	\$ 115,137					

	A	B	C	D	E	F	G	H	I	J	K	L
Paramedic II	\$ 67,041	\$ 68,717	\$ 70,435	\$ 72,196	\$ 74,001	\$ 75,857	\$ 77,747	\$ 79,691	\$ 81,683	\$ 83,725	\$ 85,818	\$ 87,963
Fire Prevention Specialist	\$ 74,508	\$ 75,995	\$ 77,515	\$ 79,065	\$ 80,646	\$ 82,250	\$ 83,904	\$ 85,582	\$ 87,294	\$ 89,040	\$ 90,821	\$ 92,637
Deputy Fire Marshal	\$ 87,937	\$ 89,696	\$ 91,490	\$ 93,320	\$ 95,186	\$ 97,090	\$ 99,032	\$ 101,013	\$ 103,033	\$ 105,094	\$ 107,196	

City of Georgetown Fire Department Pay Scale

Effective 10/14/19

Classification		A	B	C	D	E	F	G	H	I	J	K	L	M	N
Firefighter	Annual	\$50,803	\$52,835	\$54,948	\$56,596	\$58,294	\$60,043	\$61,844	\$63,699	\$65,510	\$67,578	\$69,605	\$70,997	\$72,417	\$73,865
Fire Driver	Annual	\$67,041	\$68,717	\$70,435	\$72,196	\$74,001	\$75,851	\$77,747	\$79,691	\$81,683	\$83,725	\$85,818	\$87,963		
Fire Lieutenant	Annual	\$74,505	\$75,995	\$77,515	\$79,065	\$80,646	\$82,259	\$83,904	\$85,582	\$87,294	\$89,040	\$90,821	\$92,637		
Fire Captain	Annual	\$87,937	\$89,696	\$91,490	\$93,320	\$95,186	\$97,090	\$99,032	\$101,013	\$103,033	\$105,094	\$107,196			
Batt Chief	Annual	\$98,268	\$100,233	\$102,238	\$104,283	\$106,369	\$108,496	\$110,666	\$112,879	\$115,137					

APPENDIX B
PANEL OF ARBITRATORS

Norman Bennett
Donald Goodman
John Barnard
Mark Sherman
John Allman
Louis Berman Wolitz

**Meet and Confer Agreement Between
The City of Georgetown
and
Georgetown Association of Professional Fire
Fighters, IAFF Local 3991**

**October 1, 2019 through September 30, 2022
Revised: May 18, 2020**

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DEFINITIONS

1. “Agreement” means the Meet and Confer Agreement entered between the Georgetown Association of Professional Fire Fighters and the City of Georgetown.
2. “Association” means the Georgetown Association of Professional Fire Fighters, Local 3991, its elected leaders and its collective membership.
3. “City” means the City of Georgetown, its mayor, city council members, city manager, fire chief and those persons designated by the City of Georgetown to manage the city and its fire department.
4. “Commission” means the City of Georgetown Firefighters’ and Police Officers’ Civil Service Commission.
5. The term “Department” means the Georgetown Fire Department.
6. The term “Department head” means the Chief of the Georgetown Fire Department, designee, or an acting Chief of the Georgetown Fire Department.
7. The term “Fire Fighter” means a member of the Georgetown Fire Department serving in substantial compliance with Chapter 143 of the Texas Local Government Code who is entitled to civil service status under section 143.005 of the Texas Local Government Code.
8. “Parties” means the City of Georgetown and the Georgetown Association of Professional Fire Fighters, Local 3991.
9. “Good standing” is defined as an employee who is not under investigation, has received a positive mid-year evaluation, has received a "meets" or "exceeds" review on the most recent annual evaluation and has not received a written reprimand within the last six months and/or a suspension or demotion within the last 18-months from the time of appointment.
10. “Probationary Good Standing” is defined as an employee who is not under investigation, has received a positive evaluation, has received a "meets" or "exceeds" review on the most recent annual evaluation and has not received a written reprimand within the last six months and/or a suspension during the probationary process(es).

ARTICLE 1
RECOGNITION

The CITY OF GEORGETOWN recognizes the GEORGETOWN ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL NO. 3991, as the sole and exclusive bargaining agent for the covered Fire Fighters described in the petition for recognition, excluding the head of the Fire Department and Assistant Fire Chiefs.

ARTICLE 2 HIRING PROCESS

Section 1. Hiring Process

The Parties agree that the Department head possesses the discretion and authority to establish entry level selection procedures which need not be the same as those established by Chapter 143 and the Department head possesses authority under this article to entirely or partially supplant, delete, supplement or modify sections 143.025 and 143.026 of the hiring process. The Parties agree that the City retains responsibility for the hiring process and any liability for the hiring process.

Section 2. Eligibility for Beginning Position

A person may not be certified as eligible for a beginning position in the Department if the person is forty five (45) years of age or older at time of hire.

All Firefighter candidates that begin employment with the City of Georgetown after August 1, 2020, shall be required to obtain DSHS EMT-P certification within 30 months of hire date.

Section 3. Probationary Period

Effective for employees who begin employment following the first full pay period following the adoption of the revised Meet and Confer agreement the probation period shall be as follows:

- A. The probationary period shall begin from the time that the applicant begins the fire academy and the duration shall be determined by the Texas Commission on Fire Protection (TCFP) and Department of State Health Services (DSHS) certification attainment as follows:
 - 1. Candidates hired with a TCFP Firefighter certification AND DSHS EMT-P certification shall be required to complete a 12-month probationary period.
 - 2. Candidates hired with a TCFP Firefighter certification AND DSHS EMT-B certification shall be required to complete a 18-month probationary period.
 - 3. Candidates hired without TCFP Firefighter certification and/or DSHS EMT-B certification, or other combination, shall be required to complete a 24-month probationary period.
 - 4. All Firefighter candidates that begin employment with the City of Georgetown after August 1, 2020, shall be required to obtain DSHS EMT-P certification within 30-months of hire date. If the candidate has not obtained DSHS EMT-P certification by the conclusion of the initial probationary period, the Fire Chief may extend probation, for a period not to exceed the 30 month window. If the candidate obtains EMT-P certification while on the extended probation and remains in probationary good standing, the probation will be deemed concluded. Failure to obtain EMT-P certification within the aforementioned time-frame shall be grounds for termination for failing to meet the minimum requirements of the Firefighter rank position. For the avoidance of any doubt, the initial probationary period may only be extended by the

Fire Chief if a candidate has not obtained DSHS EMT-P certification, and not for any other reason.

Section 4. Effect of Contract Expiration

The provisions of this Article shall remain in full force and effect after expiration of this Agreement as to any hiring process which has been commenced, as determined by the Chief, in substantial reliance upon the provisions of this Article. Any pool of eligible candidates created under the terms of this Article will remain in effect for six (6) months from the date of creation, notwithstanding the expiration of this Agreement, unless exhausted prior to the expiration of six (6) months or unless the duration of the list is set for twelve (12) months.

Section 5. Statutory Override

This Article supplants sections 143.023(b), 143.025, 143.026 and 143.041 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 3 RANK STRUCTURE

Section 1. Intent

In adopting this article, the parties agree to implement the following rank structure.

Section 2. Rank Structure

At the convenience of the City, the following rank structure shall be authorized for partial or full implementation and be filled in accordance with the approved hiring, promotional (per articles 5 and 6), appointment (per article 7), or assignment process.

A. Operations & Support Division

Firefighter

Paramedic II (Promoted)

Fire Driver (Promoted)

Lieutenant (Promoted)

Note: parties agree that the Lieutenant position may be phased out over an unspecified period of time and incumbents, within the Lieutenant Rank, must successfully pass a written examination to promote to the Captain rank.

Captain (Promoted)

Battalion Chief (Promoted)

Division Chief (Appointed)

Assistant Chief (Appointed)

B. Fire & Life Safety Division

Fire Prevention Specialist (Promoted)

Deputy Fire Marshal (Promoted)

Fire Marshal (Appointed)

Section 3. Statutory Override

This Article supplants section 143.021 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 4 EDUCATIONAL REQUIREMENTS

Section 1. Intent

In adopting this Article, the Parties agree that formal education is an important element in advancing the professionalism and capabilities of the Department and its members. This Article aspires to meet the NFPA 1021 recommendations as set forth within the 2014 Edition of the National Fire Protection Association (NFPA).

Section 2. Phase-In Period

The education requirement(s) shall be phased-in beginning October 1, 2019 with the intent of attaining the following effective dates:

- (a) Fire Officer I – At least 30 credit hours of college level course work from an accredited institution of higher learning shall be required for all Fire Driver and/or Paramedic II positions operating in a higher class capacity beginning September 30, 2022.
- (b) Fire Officer II – An associate's degree or an equivalent number of credit hours (60 credit hours) toward a baccalaureate degree from accredited institution of higher learning shall be required for all new Company Officer's (Lieutenants and/or Captains) promoted after September 30, 2022.
- (c) Fire Officer III – A bachelor's degree from an accredited institution of higher learning shall be required for all new Battalion Chiefs promoted after September 30, 2025.
- (d) Fire Officer IV – A graduate degree from an accredited institution of higher learning is encouraged for Assistant Chiefs appointed after September 30, 2025.

Section 3. City Provided Education

The Department agrees to provide basic college level courses in reading, writing, and math coursework to assist members in beginning their college level education. Courses will be limited to a maximum of 3-credit hours in each of the aforementioned subjects and offered through a City approved institution of higher learning. This offering will begin no later than October 1, 2020 and may be done in conjunction within a monthly training program or other method(s) approved by the City. The educational requirements in this article will revert to statutory Civil Service language if the City fails to offer the courses and timing outlined herein.

Section 4. Statutory Override

This Article supplants section 143.030 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 5 PROMOTIONS

Section 1. Intent

In adopting this Article, the Parties agree to implement a promotional system using an Assessment Center component in addition to the written examination. The Parties believe adding an Assessment Center component to the selection process will improve the selection process and will provide promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the position of Paramedic II, Fire Driver, Lieutenant, or Battalion Chief. Additionally, the Parties agree that formal education is an important element in advancing the professionalism and capabilities of the department and its members. This article aspires to meet the NFPA 1021 recommendations as set forth within the 2014 Edition of the NFPA.

Section 2. Time in Rank and Minimum Promotional Qualifications

Completion of Task Books will be required for all promotional exams conducted after October 1, 2020.

Paramedic certification shall be considered a minimum requirement for all promoted positions for candidates hired after October 1, 2020.

The Parties agree that the following minimum qualifications apply for each rank in order to participate in the promotional examination process:

- (a) Paramedic II: Completion of a minimum of two (2) years at firefighter rank; in good standing; completion of Firefighter Task Book AND completion of Driver/Operator Task Book
- (b) Fire Driver: Completion of a minimum of two (2) years at basic firefighter rank; in good standing; completion of Firefighter Task Book AND completion of Driver/Operator Task Book
- (c) Lieutenant: Completion of a minimum of two (2) years at Fire Driver rank; in good standing; and completion of the Basic Fire Officer Task Book, OR Completion of a minimum of one (1) year as a Paramedic II and one (1) year as a Fire Driver and completion of the Basic Fire Officer I Task Book.

NOTE: all parties agree that effective September 30, 2022 an associate's degree or an equivalent number of hours toward a bachelor's degree from accredited institution of higher learning will be required for all new Lieutenant and/or Captain positions. The associate's degree and/or equivalent number of hours must be obtained prior to the promotional written exam for the position.

- (d) Captain: Completion of a minimum of one (1) year as Lieutenant rank; in good standing; and completion of the Fire Officer II Task Book.

NOTE: all parties agree that effective September 30, 2022 an associate's degree or an equivalent number of hours toward a bachelor's degree from accredited institution of higher learning will be required for all new Lieutenant and Captain positions. The associate's degree and/or equivalent number of hours must be obtained prior to the promotional written exam for the position.

- (e) Battalion Chief: completion of a minimum of two (2) years as a Captain OR three (3) years combined experience at the Captain and Lieutenant rank; in good standing; and may have to complete the Fire Officer III Task Book.

NOTE: all parties agree that effective September 30, 2025 a bachelor's degree will be intended for all new Battalion Chief positions. The bachelor's degree must be obtained from an accredited educational institution and obtained prior to the promotional written exam for the position.

Section 3. Promotional Examination Procedure

- (a) The promotional examination procedure for the positions of Captain will consist of:
 - 1. a written examination, as defined in this Article, consisting of one-hundred (100) multiple choice questions
- (b) The promotional examination procedure for the positions of Paramedic II, Fire Driver, Lieutenant, or Battalion Chief will consist of two parts:
 - 1. a written examination, as defined in this Article, consisting of one-hundred (100) multiple choice questions; and, upon passing the written examination part of the promotional examination procedure
 - 2. participation in all components of an Assessment Center.
- (c) The minimum passing score on the written examination is Seventy percent (70%).
- (d) If applicable, the minimum passing score on the Assessment Center is Seventy percent (70%).
- (e) The Commission shall adopt rules governing the promotional examination procedure and promotional eligibility lists in accordance with this Article for the promotional positions of Paramedic II, Fire Driver, Lieutenant, Captain, and Battalion Chief. Further, the Commission may adopt rules to provide for the efficient administration of a promotional examination for eligible promotional candidates who are members of the armed forces serving on active military duty which may include using only the written examination score for each such candidate for one hundred percent (100%) of all such promotional candidates' final

scores. If a written examination is offered to an active duty military candidate, and that candidate receives a minimum passing score, the remaining candidates shall only be required to take the written examination portion of that promotional process and Section 3(b) 2 shall not apply to the examination. If the active duty military candidate does not receive a minimum passing score, Section 3(b) 2 (Assessment Center) shall still apply.

- (f) The third-party assessors selected to provide the Assessment Center shall meet the following criteria:
 - 1. Assessors shall be active duty firefighter(s) of similar rank to the promotion, or above, from cities with a service population of 80,000 or greater;
 - 2. Assessors shall not reside in the City; and
 - 3. Shall not be a current or former employee of the City.
- (g) An emergency exception to the Assessment Center criteria shall be allowed on a case-by-case situation when mutually approved by the Civil Service Director and Association president.
 - 1. Due to the public health crisis, Covid-19, all parties agree to forego administration of the assessment centers, for each promotional process, until safe and practical assessment can be conducted. The Department Head, Civil Service Director and Association President will agree to conditions that allow for safe to administration of an assessment center. If all parties can't agree, the Civil Service Director will make the final decision.
- (h) A City employee holding the rank or higher of the promotional position will be present during the Assessment Center to act as a subject matter expert (SME). This individual's interaction will be with the third-party provider of the Assessment Center, and interaction with the assessor panel will be kept to a minimum to preserve the integrity of the assessment. The SME will be mutually agreed upon by the Department head and the Association president.

Section 4. Written Examination

The term "written examination" in this Article means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the Assessment Center. Upon passing the written examination part of the promotional examination procedure, the promotional candidate shall proceed to the Assessment Center. Sixty percent (60%) of a promotional candidate's preliminary score will be based on the written examination grade, with the exception of Fire Driver which will be fifty percent (50%).

Section 5. Assessment Center

- (a) Forty percent (40%) of a promotional candidate's preliminary score will be based on the Assessment Center score with the exception of the Fire Driver which will be fifty percent (50%) of a promotional candidate's preliminary score.
- (b) The Assessment Center shall include the following components for each rank.
 - a. Paramedic II
 - i. Driving Skills
 - ii. Tactical Simulation
 - iii. Documentation
 - iv. Communication
 - b. Fire Driver
 - i. Driving Skills
 - ii. Tactical Simulation
 - iii. Documentation
 - iv. Communication
 - c. Lieutenant
 - i. Research Project
 - ii. Role Play
 - iii. Tactical Simulation
 - iv. In-Basket
 - d. Battalion Chief
 - i. Research Project
 - ii. Role Play
 - iii. Tactical Simulation
 - iv. In-Basket
 - v. Budget/Finance
 - vi. Interview Panel
- (e) Should any of the listed components be either unavailable or not recommended by the selected Assessment Center provider, a suitable alternate will be approved by the Department Head and Civil Service Director and communicated, in writing, to participants prior to the Assessment Center.
 - 1. Due to the public health crisis, Covid-19, all parties agree to forego administration of the assessment centers, for each promotional process, until safe and practical assessment can be conducted. As Covid-19 is an unplanned event, it is agreed that the ninety (90) day notice does not apply. The Department Head, Civil Service Director and Association President will agree to conditions that allow for safe to administration of an assessment center. If all parties can't agree, the Civil Service Director will make the final decision.

Section 6. Procedure for Making Promotional Appointments

- (a) The preliminary score for each candidate who has passed the written examination and proceeded through the Assessment Center shall be computed by taking the candidate's written examination grade and multiply the grade by .60 to account for sixty percent (60%) of the candidate's preliminary score; and adding the candidate's Assessment Center score and multiply that score by .40 to account for forty percent (40%) of the preliminary score (see below). The same approach shall be used for Fire Driver using fifty percent (50%) weighting for both written examination and Assessment Center. The promotional candidate's overall score to be placed on the eligibility list shall be computed by adding the applicant's point(s) for seniority to the applicant's preliminary score. One seniority point shall be awarded for each full year of a candidate's time in his/her current rank classification; there shall be a maximum often (10) seniority points added to the candidate's preliminary score. A member shall receive credit for all years served in the Fire Driver and Paramedic II rank, up to a maximum of 10-points.

Passing Grade on Written Examination x 60% for all promotional processes
EXCEPT for Fire Driver which is established at 50%
+
Assessment Center score x 40% for all promotional processes EXCEPT for Fire
Driver which is established at 50%
=
[preliminary score] + applicable seniority points for time in rank = **overall score**

- (b) After the calculation of all the overall scores, an eligibility list will be created and maintained pursuant to Section 7 below. The Department head shall conduct an interview or interviews of promotional candidate(s) to fill promotional vacancies. The Department head possesses the discretion regarding the number of candidates to interview based upon the number of vacancies at that time. The Department head shall appoint the eligible promotional candidate having the highest overall score on the eligibility list unless the Department head has a valid reason for not appointing the person as provided for under Section 143.036(f) and (g) of the Texas Local Government Code. If the Department head has a valid reason for not appointing the eligible promotional candidate having the highest overall score, the Department head shall personally discuss the reason with the person being bypassed before appointing another person. The Department head shall also file the reason in writing with the commission and shall provide the person with a copy of the written notice.

Section 7. Effect of an Eligibility List Created Under this Article

A promotional eligibility list in existence at the time of the adoption of this Article shall continue in effect until its expiration in accordance with section 143.036(h) of the Texas Local Government Code. Any promotional eligibility list created under this Article will take effect upon the expiration of any existing applicable list and will remain in existence for one (1) year after the date on which

the Assessment Center is completed and eligibility list created, unless the eligibility list is sooner exhausted. At the expiration of the eligibility list a new examination may be held.

Section 8. Appeal

(a) Written Examination

A promotional candidate may appeal the multiple choice written examination under section 143.034 of the Texas Local Government Code. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination.

(b) Assessment Center

- (1)** A promotional candidate may not appeal, or dispute the Assessment Center or scoring of the Assessment Center to an administrative or judicial body except as provided below.
- (2)** Fire Driver promotional candidate who attended the pre-assessment center training and overview offered to all candidates may appeal any of the required Assessment Center components stipulated in Section 5(b)(b) of this article. The candidate must notify the SME of the appeal immediately after completion of the component and prior to the assessors grading and documenting the score. An appeal form will be provided to the candidate seeking an appeal, All appeals shall be submitted in writing to the SME, who will then discuss the appeal with the assessors and the representative from the Assessment Center provider. Once this discussion is finished, the SME will then make a ruling. Once the ruling is made the candidates score will be tallied and any adjustments needing to be made will be corrected on the score sheet and then the grade will be finalized.

(c) Passover

The appeal provisions of Texas Local Government Code 143.036 (f) and (g) apply to a person having the highest overall score if they are not appointed by the Department head.

Section 9. Illness Provision

Promotional Exam Procedure for Personnel with Critical Illness/Injury

Promotional Exam procedures for candidates with critical illness/injury under limited circumstances will be accommodated in the form of an offsite written examination, within 72 hours of the posted examination date, for a candidate that meets all of the following criteria.

- a) The candidate shall submit a letter to the Civil Service Director accompanied by a doctor's note no later than 21 days before the scheduled written examination. The letter and doctor's note need address the nature of the critical illness/injury as well as the accommodations requested. A letter submitted with less than a 21 day notice must indicate good reason (such as new diagnosis) in order to be given consideration described in (c) and may be accommodated only when all elements of (c) can be satisfied within the shorter timeframe.
- b) The critical illness/injury must be for the treatment of a significant health condition such as cancer, kidney disease, heart attack, major surgery, organ transplant, benign brain tumor, severe burns, or a similar condition. It may also include quarantine/isolation for an infectious disease.
- c) The Civil Service Director will determine if the request meets the limited illness/injury criteria and what accommodations are workable. The Civil Service Director will then review the planned accommodations (or lack thereof) with the Department head and Association President. If the Civil Service Director and Association President agree upon the accommodations, those will then be communicated back to the candidate by the Civil Service Director.
- d) The accommodation will not impact the candidate's rights to appeal. They will retain the same appeal rights, under the same requirement to appeal within five business days of posted examination date as other testing candidates.
- e) In the event that the employee or employees receiving accommodation per the illness provision impacts the number of employees who are present for the written examination to fall below the two required, the City will administer the examination to the one individual.

Section 10. Statutory Override

This Article supplants sections 143.030, 143.032, 143.033, 143.034, and 143.036 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 6

FIRE & LIFE SAFETY DIVISION - PROMOTIONS

Section 1. Intent

In adopting this Article, the Parties agree to implement a promotional system using an Assessment Center component in addition to the written examination. The Parties believe an Assessment Center component to the selection process will improve the selection process and provides promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the position of Fire Prevention Specialist and Deputy Fire Marshal.

Section 2. Implementation

- (a) All parties agree that the first Fire & Life Safety (FLS) promotional process will take place in FY20 and eligible candidates will be limited to members assigned to the FLS Division. The City reserves the right to expand the candidate pool if there is an insufficient number of qualified candidates to participate and fill the authorized positions.
- (b) Effective the start of the first full pay period following the adoption of the revised Meet and Confer agreement, staff who are currently assigned in Fire & Life Safety Division at the rank of FF and/or DE will be promoted into the rank of Fire Prevention Specialist without a written examination and assessment center. Furthermore, staff currently assigned in the Fire & Life Safety Division at the rank of Lieutenant will be promoted to the rank of Deputy Fire Marshal without a written examination and assessment center. All future promotions will require a written examination and assessment center.
- (c) Beginning FY21, FLS Promotions shall be open to all members of the Department that meet the criteria contained within this article.
- (d) Completion of Task Books will be required for all promotional exams conducted after October 1, 2020.

Section 3. Time in Rank and Minimum Promotional Qualifications

Paramedic certification shall be considered a minimum requirement for all promoted positions for candidates hired after October 1, 2020.

The parties agree that the following minimum qualifications are required to participate in the promotional examination process:

- (a) Fire Prevention Specialist: completion of a minimum of two (2) years at firefighter rank; in good standing; completion of Firefighter Task Book AND completion of Driver/Operator Task Book; TCFP Fire Inspector Certification or equivalent as determined by TCFP, TCFP Fire Investigator Certification.
- (b) Effective the start of the first full pay period following the adoption of the revised Meet and Confer agreement, the minimum qualifications for the Deputy Fire

Marshal is a minimum of one (1) year FLS/assignment; in good standing; completion of Firefighter Task Book AND completion of Driver/Operator Task Book; TCFP Fire Inspector I and II or equivalent as determined by TCFP, TCFP Fire Investigator. Any future Deputy Fire Marshal promotions will require minimum qualifications identified in (c).

- (c) Deputy Fire Marshal: completion of a minimum of one (2) years at Fire Prevention Specialist; in good standing; completion of Firefighter Task Book AND completion of Driver/Operator Task Book; TCFP Fire Inspector I and II or equivalent as determined by TCFP, TCFP Fire Investigator.

Section 4. Promotional Examination Procedure

- (a) The promotional examination procedure for the positions of Fire Prevention Specialist and Deputy Fire Marshal will consist of two parts:
 - 1. a written examination, as defined in this Article, consisting of a minimum of fifty (50) multiple choice questions; and, upon passing the written examination part of the promotional examination procedure
 - 2. An International Code Council (ICC) test(s) may be used for the written examination if approved by the Department Head.
 - 3. Participation in a Georgetown Proctored Assessment Center.
- (b) The minimum passing score on the written examination is Seventy percent (70%).
- (c) The minimum passing score on the Georgetown Proctored Assessment Center is Seventy percent (70%).
- (d) The Commission shall adopt rules governing the promotional examination procedure and promotional eligibility lists in accordance with this Article for the promotional positions of Fire Prevention Specialist and Deputy Fire Marshal. Further, the Commission may adopt rules to provide for the efficient administration of a promotional examination for eligible promotional candidates who are members of the armed forces serving on active military duty which may include using only the written examination score for each such candidate for one hundred percent (100%) of all such promotional candidates' final scores. If a written examination is offered to an active duty military candidate, and that candidate receives a minimum passing score, the remaining candidates shall only be required to take the written examination portion of that promotional process and Section 4(a) 2 shall not apply to the examination. If the active duty military candidate does not receive a minimum passing score, Section 4(a) 2 (Assessment Center) shall still apply.
- (e) The City of Georgetown shall conduct the Assessment Center and shall choose assessors that meet the following criteria:
 - 1. Assessors shall be active members similar rank to the promotion, or above, from cities with a service population of 60,000 or greater;

2. Assessors shall not reside in the City; and
 3. Shall not be a current or former employee of the City.
- (f) An emergency exception to the Assessment Center criteria shall be allowed on a case-by-case situation when mutually approved by the Civil Service Director and Association president.
1. Due to the public health crisis, Covid-19, all parties agree to forego administration of the assessment centers, for each promotional process, until safe and practical assessment can be conducted. The Department Head, Civil Service Director and Association President will agree to conditions that allow for safe to administration of an assessment center. If all parties can't agree, the Civil Service Director will make the final decision.

Section 5. Written Examination

The term "written examination" in this Article means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the Assessment Center. Upon passing the written examination part of the promotional examination procedure, the promotional candidate shall proceed to the Assessment Center. Sixty percent (60%) of a promotional candidate's preliminary score will be based on the written examination grade.

Section 6. Assessment Center

- (a) Forty percent (40%) of a promotional candidate's preliminary score will be based on an Assessment Center score.
- (b) The Assessment Center shall include the following components for each rank.
 1. Fire Prevention Specialist
 - a. Inspection
 - b. Written Code Complaint
 - c. Documentation
 2. Deputy Fire Marshal
 - a. Inspection
 - b. Role Play
 - c. Plan Review
 - d. In-Basket
- (c) Should any of the listed components be either unavailable or not recommended by the selected Assessment Center provider, a suitable alternate will be approved by the Department Head and Civil Service Director and communicated, in writing, to participants prior to the Assessment Center.
 1. Due to the public health crisis, Covid-19, all parties agree to forego administration of the assessment centers, for each promotional process,

until safe and practical assessment can be conducted. As Covid-19 is an unplanned event, it is agreed that the ninety (90) day notice does not apply. The Department Head, Civil Service Director and Association President will agree to conditions that allow for safe to administration of an assessment center. If all parties can't agree, the Civil Service Director will make the final decision.

Section 7. Procedure for Making Promotional Appointments

- (a) The preliminary score for each candidate who has passed the written examination and proceeded through the Assessment Center shall be computed by taking the candidate's written examination grade and multiply the grade by .60 to account for sixty percent (60%) of the candidate's preliminary score; and adding the candidate's Assessment Center score and multiply that score by .40 to account for forty percent (40%) of the preliminary score (see below). The promotional candidate's overall score to be placed on the eligibility list shall be computed by adding the applicant's point for seniority to the applicant's preliminary score. Seniority points will be based on the following:
- a. For Fire Prevention Specialist: One seniority point shall be awarded for each full year of a candidate's time in department; there shall be a maximum of ten (10) seniority points added to the candidate's preliminary score.
 - b. For Deputy Fire Marshal: One seniority point shall be awarded for each full year of a candidate's time in Fire and Life Safety division (assignment); there shall be a maximum of ten (10) seniority points added to the candidate's preliminary score.

Passing Grade on Written Examination x 60%

+

Assessment Center score x40% for all promotional processes

=

[preliminary score] + applicable seniority points for time FPS department or DFM assignment= **overall score**

The Department head shall conduct an interview or interviews of promotional candidate(s) to fill promotional vacancies. The Department head possesses the discretion regarding the number of candidates to interview based upon the number of vacancies at that time. The Department head shall appoint the eligible promotional candidate having the highest overall score on the eligibility list unless the Department head has a valid reason for not appointing the person as provided for under Section 143.036(f) and (g) of the Texas Local Government Code. If the Department head has a valid reason for not appointing the eligible promotional candidate having the highest overall score, the Department head shall personally discuss the reason with the person being bypassed before appointing another person. The Department head shall also file the reason in writing with the commission and shall provide the person with a copy of the written notice.

Section 8. Effect of an Eligibility List Created Under this Article

A promotional eligibility list in existence at the time of the adoption of this Article shall continue in effect until its expiration in accordance with section 143.036(h) of the Texas Local Government Code. Any promotional eligibility list created under this Article will take effect upon the expiration of any existing applicable list and will remain in existence for one (1) year after the date on which the Assessment Center is completed and eligibility list created, unless the eligibility list is sooner exhausted. At the expiration of the eligibility list a new examination may be held.

Section 9. Appeal

(a) Written Examination

A promotional candidate may appeal the multiple choice written examination under section 143.034 of the Texas Local Government Code. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination.

(b) Assessment Center

A promotional candidate may not appeal, or dispute the Assessment Center or scoring of the Assessment Center to an administrative or judicial body.

(c) Passover

The appeal provisions of Texas Local Government Code 143.036 (f) and (g) apply to a person having the highest overall score if they are not appointed by the Department head.

Section 10. Illness Provision

Promotional Exam Procedure for Personnel with Critical Illness/Injury

Promotional Exam procedures for candidates with critical illness/injury under limited circumstances will be accommodated in the form of an offsite written examination, within 72 hours of the posted examination date, for a candidate that meets all of the following criteria.

- a) The candidate shall submit a letter to the Civil Service Director accompanied by a doctor's note no later than 21 days before the scheduled written examination. The letter and doctor's note need address the nature of the critical illness/injury as well as the accommodations requested. A letter submitted with less than a 21 day notice must indicate good reason (such as new diagnosis) in order to be given consideration described in (c) and may be accommodated only when all elements of (c) can be satisfied within the shorter timeframe.

- b) The critical illness/injury must be for the treatment of a significant health condition such as cancer, kidney disease, heart attack, major surgery, organ transplant, benign brain tumor, severe burns, or a similar condition. It may also include quarantine/isolation for an infectious disease.
- c) The Civil Service Director will determine if the request meets the limited illness/injury criteria and what accommodations are workable. The Civil Service Director will then review the planned accommodations (or lack thereof) with the Department head and Association President. If the Civil Service Director and Association President agree upon the accommodations, those will then be communicated back to the candidate by the Civil Service Director.
- d) The accommodation will not impact the candidate's rights to appeal. They will retain the same appeal rights, under the same requirement to appeal within five business days of posted examination date as other testing candidates.
- e) In the event that the employee or employees receiving accommodation per the illness provision impacts the number of employees who are present for the written examination to fall below the two required, the City will administer the examination to the one individual.

Section 11. Statutory Override

This Article supplants sections 143.030, 143.032, 143.033, 143.034, and 143.036 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 7 APPOINTED POSITIONS

Section 1. Intent

This article is intended to establish the manner by which appointed ranks, referenced in article 3, are filled.

Section 2. Assistant Chief

Upon vacancy, up to two (2) Assistant Chief positions may be filled by an internal or external candidate by appointment by the Department head pursuant to the process provided for in Section 143.014(e) of the Texas Local Government Code or proceed to an external appointment.

The following criteria applies to appointments for Assistant Chief:

- (a) In the event that there are no qualified internal candidates, the Department head shall have the right to appoint an Assistant Fire Chief from outside of the Department. The selection criteria used for this external hire/appointment must include an assessment process that is equivalent to or more comprehensive than the assessment process used for the promotion of a member to the Battalion Chief rank.
- (b) For the purposes of this Agreement "qualified internal candidate" shall be defined as the member being in "Good Standing"; actively functioning in the rank of Captain or higher for a minimum of four (4) years; demonstrated competencies to function in the Battalion Chief rank as determined by the Chief; completion of the Battalion Chief Task Book by the time of appointment; and must be willing to accept the appointment and operate in the Operational and Administrative Support division. "Good Standing" is defined as an employee who is not under investigation, has received a positive mid-year evaluation, has received a "meets" or "exceeds" review on the most recent annual evaluation and has not received a written reprimand within the last six months and/or a suspension or demotion within the last 18-months from the time of appointment.

Section 3. Division Chief

Upon vacancy, up to one (1) Division Chief position may be filled by an internal candidate by appointment by the Department head pursuant to the criteria contained herein:

- (a) The Department head shall only appoint a qualified internal candidate into the Division Chief position.
- (b) For the purposes of this agreement "qualified internal candidate" shall be defined as the member being in "Good Standing"; actively functioning in the rank of Battalion Chief for a minimum of two (2) years; demonstrated competencies to function in the Battalion Chief rank as determined by the Chief; completion of the Battalion Chief Task Book

by the time of appointment; and must be willing to accept the appointment and operate in the Operational and Administrative Support division. "Good Standing" is defined as an employee who is not under investigation, received a positive mid-year evaluation, has received a "meets" or "exceeds" review on the most recent annual evaluation and has not received a written reprimand within the last six months and/or a suspension or demotion within the last 18-months from the time of appointment.

Section 3. Fire Marshal

Upon vacancy, up to one (1) Fire Marshal position may be filled by an internal or external candidate by appointment by the Department Head pursuant to the criteria contained herein:

- (a) In the event that there are no qualified internal candidates, the Department head shall have the right to appoint a Fire Marshal from outside of the Department. The selection criteria used for this external hire/appointment must include an assessment process that is equivalent to or more comprehensive than the assessment process used for the promotion of a member to the Battalion Chief rank.
- (b) For the purposes of this agreement "qualified internal candidate" shall be defined as the member being in "Good Standing"; actively functioning in the rank of Lieutenant, or higher, for a minimum of four (4) years; demonstrated competencies to function in the Fire Marshal position as determined by the Chief; completion of the Fire Marshal Chief Book by the time of appointment; and must be willing to accept the appointment and operate in the Fire & Life Safety Division. "Good Standing" is defined as an employee who is not under investigation, has received a positive mid-year evaluation, has received a "meets" or "exceeds" review on the most recent annual evaluation and has not received a written reprimand within the last six months and/or a suspension or demotion within the last 18-months from the time of appointment.

Section 4. Removal from Appointment Positions

- (a) A person who is removed from an Assistant Chief and/or Division Chief Position appointment shall be reinstated in the Department and placed in the same classification, or its equivalent, to the rank of Battalion Chief and shall retain protection under the Civil Service regulations.
- (b) A person who is removed from the Fire Marshal appointment shall be reinstated in the Department and placed in the rank that immediately preceded their appointment and shall retain protection under the Civil Service regulations.

Section 5. Statutory Override

This Article supplants sections 143.014, 143.021, 143.028, 143.030, 143.032, 143.033, and 143.036 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or

rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 8 COMPENSATION

Section 1. Base Pay Philosophy

The City recognizes that the recruitment and retention of highly capable and professional Fire Fighters is essential to the success of the Georgetown Fire Department. As such, it is the desire of the City to maintain a pay philosophy that considers the average pay for Fire Fighters as reflected in Section 3(a). The parties recognize financial limitations may face the City in challenging economic periods. Section 3(c) of this Article reflect the Parties' intent to address the current economic period and are not intended to serve as precedent in future agreements.

Section 2. Comparator Cities

Austin, Cedar Park, New Braunfels, Travis County ESD 2, Lewisville, Sugar Land, and Round Rock shall continue to be used as comparator cities for the salary survey to be conducted each year of this agreement. City staff will survey salary competitiveness in the first quarter of each calendar year. The results of each survey will be reviewed with Association leadership. Based on the survey information of the comparator cities and in the manner described in section 3, the average of base pay for minimums for each rank shall be calculated and proposed for approval as a part of the budget process.

Section 3. Compensation Proposal Calculation

- a) Compensation for Paramedic II, Fire Prevention Specialist, Deputy Fire Marshal, and all appointed ranks will be at the discretion of the Department head and Civil Service Director. However, the positions will be tied to existing benchmarked positions that correlate to the salary survey comparison and will reflect pay adjustments accordingly. Compensation for the ranks of Fire Fighter, Fire Driver, Fire Lieutenant, Fire Captain, and Fire Battalion Chief shall be proposed based on the following calculations.
- b) Fiscal Year 19/20 - During the first year of the Agreement the City will recommend the step plan and implementation outlined in Appendix "A". The implementation of this updated step plan would occur in two phases:
 - Phase one – implementation - will occur in the first full pay period in fiscal year 19/20, with an effective date of October 14, 2019 that will be reflected on the November 1, 2019 paycheck. Implementation consists of updating the market competitive rates for each rank and step. Employees will retain their current rank and step.
 - Phase two – step - will consist of step increases upon the employees previously established step date.

The pay plan recommended for implementation in October of 2019 continues to reflect the methodology agreed to by the City and the Association, specifically:

- To allow overlap between ranks;
- To allow individuals to stay in the step they are in upon adoption of new pay structure;
- To increase pay acceleration at early steps within the Fire Fighter rank;
- Individuals stepping up to a higher class role as defined by departmental policy will be placed in the higher class rank at the nearest step that results in at least a five percent (5%) increase in base salary from the individual's rank to the higher class rank for that duration; and
- Individuals that are promoted will be placed in the new rank at the nearest step that results in at least a five percent (5%) increase in base salary.
- When a promotion results in a loss of assignment pay, the assignment pay will be included in the base salary for calculating the five percent (5%) increase.
- When a rank of Lieutenant or above promotes to Fire and Life Safety, the step will be determined as follows:
 - a. Lateral promotion will result in one (1) step increase, not to exceed highest step available
 - b. Demotion, will result in decrease to step nearest to, but less than, current pay, not to exceed highest step available.

(c) Future fiscal years - In future years, FY 20/21 and beyond, the City commits to, at a minimum, proposing Sixty percent (60%) of the market gap using the following methodology:

The recommended base pay scale shall continue to be calculated by the salary survey conducted in the first quarter of each calendar year of the Agreement, utilizing the average minimum base salary for each rank of the seven (7) comparator organizations as specified in this Agreement. The recommendation will propose that the minimum base pay for each rank above Firefighter will receive an increase (should an increase be required) to match the survey average for base pay minimums. The rank of Firefighter recommendation will continue to be based on the combined average base pay minimum plus any paramedic assignment and/or certification pay.

City staff shall prepare a report to the City Manager to be forwarded to the City Council at the time the proposed budget is submitted to the City Council that will show the cost of implementing the pay increase as calculated above.

Recommendations will include implementation during the first full pay period in October, unless otherwise determined by both parties through the Labor/Management Pay Subcommittee discussions.

Section 4. Override

This Article supplants 143.041(b) and 143.038 of the Texas Local Government Code.

Section 5. Funding Obligations

Depending upon the financial forecasts, the City may implement the compensation recommendations in Section 3 between the first pay period of the fiscal year and the first pay period of July of each fiscal year. The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform the obligations of the City under this Agreement.

All obligations of the City shall be paid only out of current ongoing revenues or any other funds lawfully available for those obligations, including tax revenues reasonably anticipated at equal or higher total gross amounts as were collected in each preceding fiscal year respective to each year of the Agreement, and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7.

Following the adoption of the annual budget that may establish a pay increase, should the City Council find it fiscally necessary to reduce base pay for non-civil service City employees, or implement other cost saving measures such as mandatory furloughs or a reduction-in-force, the increases recommended under this Article may be reduced accordingly.

If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the Government of the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the tax rate, the Association agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) calendar days after these negotiations begin, no agreement has been reached; this Agreement shall terminate and be null and void in its entirety.

ARTICLE 9 OVERTIME CALCULATION

Section 1. Overtime Calculation

Per federal law and existing City policy, non-productive time taken by the employee is not considered time worked for the purposes of calculating overtime. In acknowledgement of the unique work and staffing requirements of Fire Fighters, the parties agree that, starting on October 28, 2019, this article will supersede City policy for all Fire Fighters assigned to a 56 hour workweek engaged in fire suppression activities. Thereafter, approved paid vacation and holiday leave time taken by said Fire Fighters shall be calculated as hours worked.

Section 2. Statutory Override

This Article preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 10 ASSIGNMENT PAY

Section 1. Assignment Pay

The parties agree that certain specialized roles performed by Fire Fighters and assigned by the department head should receive assignment pay.

Section 2. Guidelines

As such, the following Assignment Pay plan, reflecting incentive amounts, shall become effective October 28, 2019 and reflected on the November 15, 2019 paycheck.

Eligible Assignments:

(a) Ambulance Assignment Pay \$25 PER 24 HOUR SHIFT ASSIGNED

1. Ambulance Assignment Pay is only available to employees at the rank of Fire Fighter assigned to work a 24 hour shift assigned to an ambulance/TRV. If a shift is split between multiple employees, the full assignment pay will be granted to the employee who works the largest portion of that shift. If a shift is evenly split, the full assignment pay will be granted to the employee working the first portion of the shift. All assignments are at the discretion of the department head.
2. In the event that a 12 hour peak ambulance is deployed during the term of this agreement, the department head is authorized to create procedures to adapt ambulance assignment pay to incent assigned employees.
3. New employees assigned to an ambulance as part of their training are not eligible for Ambulance Assignment Pay.

(b) Paramedic Credential Pay \$450 PER MONTH

1. Paramedic Credential Pay is only available to employees at the ranks of Fire Fighter, Paramedic II, and Fire Driver.
2. Employees receiving Paramedic Credential Pay are ineligible to receive paramedic certification pay or assignment pay.
3. Determination of eligibility for Paramedic Credential Pay is made by the Department Head.

Section 3. Statutory Override

This Article supplants section 143.042 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 11 STANDBY PAY

Section 1. Standby Pay

Civil Service employees in certain roles are required to be available in standby status as part of their job. Civil Service law does not currently allow for standby pay. It is the desire of the City and Association to make the current City Standby Pay policy, currently policy number 211, applicable to Fire Fighters as designated by the department head based on their role.

Standby pay will take effect for employees designated by the department head beginning no sooner than October 28, 2019 and reflected on the November 15, 2019 paycheck.

This article will remain in effect for the duration of this agreement, regardless of whether the policy number is changed.

Section 2. Statutory Override

This Article supplants section 143.041 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 12
REPRESENTATION ON BENEFITS COMMITTEE

The Association may appoint one (1) member to the City's Benefit Committee. That appointee shall be a fully participating member of the Committee and perform the same duties as all other members of the Committee.

ARTICLE 13

LABOR/MANAGEMENT RELATIONS

Each Party shall designate three (3) representatives to serve on a joint Labor/Management Committee (“Committee”). This Committee shall meet quarterly at agreeable times and places to discuss matters of mutual concern. Such discussion shall be for the purpose of encouraging productive relations between the parties and the improvement of the emergency services to the community. The City Manager and Association President will each attend a minimum of two meetings per year. The meeting will include discussion of pressing issues, such as staffing levels, for the Association and the City. Furthermore, the intent is to establish a list of topics/issues that may be discussed within the next formal meet and confer process. A minimum of two (2) members from each party must be present for a meeting to be held. The Department head will make reasonable efforts to accommodate requests by Association members to attend if they are on duty. Both parties understand and agree that Committee meetings are not required on any issue, except where provided for in Article 5 of this Agreement, and are not a condition nor limitation on the management rights to make and enforce policies, rules, regulation, or operational decisions.

The work of the Committee shall be conducted on City time without loss of pay by Committee members; except that meetings which are scheduled at times when Association members who are not on duty, such members shall attend on their own time without compensation.

ARTICLE 14

BULLETIN BOARDS

Section 1. Bulletin Board Space

The Association shall be permitted to maintain, at each firehouse and the Public Safety Building, one (1) bulletin board to be used exclusively for Association business. These bulletin boards shall be allowed by the City, shall be consistent with the decor of the building, and located in suitable locations easily accessible to the employees for the purpose of posting notices of interest to members of the Association.

Section 2. Maintenance of Posted Materials

The Association shall be responsible for maintaining all posted materials and shall ensure that all posted materials are compliant with any and all city policies relating to public postings. The City shall have the authority to remove any posted materials that are non-compliant with said policies.

ARTICLE 15

CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

Section 1. Scope of Procedure

The City and Association recognize that from time to time disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Only matters involving the interpretation, application, or alleged violations of a specified provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. Any matters for which the right of appeal or review is afforded by Chapter 143 of the Texas Local Government Code are excluded from the scope of this article.

Section 2. Application of Procedure

If the Association has a dispute with the City regarding this Agreement, the Association Executive Board, or Association's President's designee, should reduce the dispute to writing and deliver it to the City's designated representative, who shall be its Department head or designee.

A Firefighter may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association Executive Board.

Each dispute shall be submitted in writing, and must include, at minimum, the following information:

1. a brief statement of the dispute and the facts or events on which it is based;
2. the sections(s) of the Agreement alleged to have been violated;
3. the remedy or adjustment sought; and
4. the bargaining unit member's signature or, if filed by the Association Executive Board, the signature of the Association President or designee.

Any claim or dispute by a Firefighter or group of Firefighters under this Agreement which includes a claim for pay or benefits for any past pay periods must be filed by the employee with the Association Executive Board within fifteen (15) business days of the date when the employee knew or reasonably should have known of the claim. Disputes by the Association Executive Board, or Firefighter shall proceed along the following steps:

Step 1. An aggrieved Firefighter must initiate a dispute with the Association Executive Board within fifteen (15) business days of the date upon which the Firefighter knew of or should have known of the facts giving rise to the dispute. A copy of notice or receipt of the dispute shall be forwarded to the Department head by the Association Executive Committee within three (3) business days of the receipt of the dispute. The Association Executive Board shall within their sole discretion determine if a dispute exists within fifteen (15) business days of receipt of the dispute. If the Association determines that no dispute exists, the grievance will be deemed denied and it shall notify the Department head in writing that no further proceedings will be necessary. If the

Association Executive Board determines that the dispute is valid, it will notify the Department head of such and forward a copy of the grievance to the Department head within fifteen (15) business days after determination.

Step 2. Any dispute found to be valid by the Association Executive Board shall be submitted to the Department head within fifteen (15) business days of the Step 1 decision. After receipt of the dispute, the Department head shall within fifteen (15) business days submit his/her response in writing to the Association Executive Board. If there is no timely reply from the Department head the grievance is deemed denied and will proceed to the next step as indicated.

Step 3. If the dispute is not resolved in Step 2, the Association Executive Board may advance the dispute in writing to the City Manager or designee within fifteen (15) business days from receipt of the Step 2 decision of the Department head. The City Manager or designated representative shall review the matter and render a decision in writing to the Association Executive Board within fifteen (15) business days of the receipt of the dispute in Step 3. The City Manager or designee may, at his/her discretion, conduct a conference to further explore the merits of the dispute and to explore resolution options.

Step 4. If the dispute is not resolved in either Step 2 or Step 3, either Party shall have the right to seek mediation of the dispute by requesting same in writing within fifteen (15) business days from the Department head's response or the City Manager's response. The mediation will proceed before either a mediator with the Federal Mediation and Conciliation Service or before a mutually agreed mediator. The mediation shall be held in available facilities of the City of Georgetown.

Step 5. If the dispute is not resolved at Step 4, the Association Executive Board shall have fifteen (15) business days from the date of mediation to determine whether it will pursue the dispute under this article through arbitration. Under this step, the Association Executive Board must deliver a letter indicating its election to proceed to arbitration to the Department head and City Manager.

Section 3. Arbitration Option

The Parties have agreed that all disputes under this Agreement, which concern the application and interpretation of this Agreement, shall be submitted to final and binding arbitration, and the Parties exclude from this Agreement disputes involving statutory application and interpretation for rights and claims not arising under sections 142 or 143 of the Texas Local Government Code. The terms of the Agreement, and any factual issues which are determinative in applying the Agreement, shall be the sole province of the designated arbitrator, and his or her decision shall be final. However, the City will only agree to arbitration on the condition that legal issues which are determinative in any contract dispute are subject to judicial review. This additional exception to the Parties' arbitration Agreement is a narrow one, as reflected by the bargaining history. This contract represents an agreement to submit disputes to arbitration within its scope, and otherwise preserves the existing jurisdiction of Texas Courts over any contract rights and claims not exclusively committed to arbitration. The Parties have agreed that questions of law, which involve either the interpretation and application of state statutes or the application of legal principles from Texas appellate court opinions (or the failure to properly apply such legal principles or opinions) to controversies under this article shall be submitted initially to arbitration, but that either party shall

have a limited right of appeal from an arbitration award in the Courts solely for the purpose of reviewing disputed issues of law. No such appeal from arbitration shall include review of any factual determinations by the arbitrator, including credibility of witnesses or weight of the evidence. If an appeal from arbitration based on erroneous application of the law is not successful, the appealing Party shall bear all costs of such appeal.

If a dispute is submitted to arbitration, within seven (7) business days, the Department head and/or City and the Association shall select an arbitrator by alternately striking names from the Parties' pre-determined panel of six (6) qualified neutral arbitrators. The process will be as follows: the Association shall strike the first name under this article with the first dispute brought under this article. Thereafter, the first strike shall alternate between the Parties. The panel list is attached as Appendix B to this Agreement. Should any panel member subsequently refuse or be unable to continue to serve on the panel, the Parties may mutually agree to his replacement. The remaining members of the panel will continue to serve for the duration of the Agreement. The arbitration should be held at the earliest available date, but may be continued for good cause shown or upon mutual agreement.

Upon written request delivered at least fourteen (14) calendar days prior to the date of the hearing, a party to the proceeding shall provide, no later than seven (7) days prior to the hearing, to the opposing party the names and addresses of witnesses expected to be called at the hearing. In the absence of good or excusable cause, the arbitrator may exclude the testimony of a witness upon the failure of a party to disclose such a witness. The parties, in writing, may request discovery from each other concerning the grievance. Should the opposing party not agree to provide the requested information within seven (7) calendar days of the request; the request shall be deemed denied. The requesting party may then apply to the arbitrator, who shall order such discovery consistent with, but not bound by, the rules of discovery in Texas civil cases. In considering the application, the arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be requested within thirty-five (35) calendar days prior to the hearing, unless agreed by the parties.

The hearing shall be held in available facilities of the City of Georgetown and shall be conducted informally, without strict evidentiary or procedural rules. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The arbitrator shall consider and decide only the issue(s) in the dispute statement or submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible and the arbitrator's written decision shall be based on a preponderance of evidence within thirty (30) days after close of the hearing, or after receipt of post-hearing briefs if applicable.

Section 4. Decision Final and Binding

If arbitration is selected, the Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the Agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the dispute submitted to the

arbitrator. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration, but the fees and expenses of the arbitrator shall be borne equally by the Parties. The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion, or which exceeds the arbitrator's jurisdiction or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

Section 5. Mutual Extension

All deadlines within this article may be extended by mutual agreement by the Parties.

Section 6. Grievances of Non-Association Members

Grievances of Non-Association members must follow the same procedure outlined by this article. However, should the grievance of a Non-Association member require that Association resources be used, the Non-Association member will be required to pay all expenses incurred while pursuing final disposition of their grievance. These shall include cost for payment of Arbitrator fees, counsel fees and any other fees directly related to the grievance. All disciplinary appeals shall follow the procedure as outlined in chapter 143 of the Local Government Code.

ARTICLE 16
MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS

MANAGEMENT RIGHTS

Section 1.

The Parties understand and agree that the City as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, hereby retains all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than as required under Chapter 143 of the Texas Local Government Code.

Section 2.

The powers, privileges, authority, and responsibilities retained by the City includes, but are not necessarily limited to, the following subject matter areas, except as otherwise specifically identified by law and the terms of this Agreement:

- a) General management and administrative control and authority over the Fire Department, including its properties, facilities, and equipment, operations, and staffing;
- b) Determination of the Fire Department's overall budget from year to year;
- c) Determination of which Fire Department programs, functions, and operations to implement;
- d) Determination over the Fire Department's organizational structure, subject to any duly adopted rank and classification structure fixed by ordinance;
- e) Continued authority over the implementation, maintenance, and updating to any and all written Standard Operating Procedures, Fire Department and City Policies created, adopted, or amended under the authority of the Department head, the City Manager, or the City Council.
- f) Scheduling of vacation leave, compensatory time leave, and any other paid time off, whether paid or unpaid;
- g) Discretionary assignment and authorization to control allowance of overtime work, except as otherwise provided in this Labor Agreement;
- h) Scheduling operations, assignment of shifts, and determination of appropriate staffing needs and requirements;

- i) Control of performance, production and service standards within the Fire Department.

B. MAINTENANCE OF STANDARDS

Section 1.

All fiscal benefits, privileges, and working conditions existing in the Fire Department on the effective date of this Agreement, but which are not explicitly addressed in this Agreement, shall remain unchanged for the duration of this Agreement, so long as the maintenance of those benefits, privileges, and working conditions do not interfere with the operations of the Department.

Section 2.

The Parties expressly understand and agree that any modification or changes to existing practices and operations shall be consistent with the spirit and intent of this Article, that any such modifications or changes, if any, must be reasonably related to a legitimate administrative or operational needs of the Department and the City and must not conflict with any state law, federal law, governmental regulation, or any other provision of this Agreement.

Section 3.

This Section is intended to supplement the preceding Section on Management Rights, and shall not be construed as being in derogation, or further modification of, the management prerogatives and rights addressed in the section on Management Rights or those rights otherwise allowed by Texas law.

ARTICLE 17
TERM OF AGREEMENT

This Agreement shall have an effective date of October 1, 2019, and shall remain in full force and effect through September 30, 2022. This agreement may be extended by written mutual agreement.

ARTICLE 18
SAVINGS CLAUSE, PREEMPTION PROVISION,
AND COMPLETE AGREEMENT CLAUSE

Section 1. Savings Clause

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to agree on a substitute provision. However, if the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. This deadline may be extended by mutual agreement by the Parties. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

Section 2. Preemption Provision

The provisions of this Agreement shall supersede the provisions of any statute, Executive Order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143; Ordinances of the City of Georgetown, Texas; and Rules and Regulations of the Firefighters' and Police Officers' Civil Service Commission for the City of Georgetown, Texas. This preemption provision is authorized by section 142.117 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result which would otherwise obtain, in the absence of this Agreement. This provision is of the essence to the bargain and Agreement, which has been reached.

Section 3. Complete Agreement Clause

The Parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the meet and confer process. This Agreement constitutes the full and complete Agreement of the Parties and there are no others, oral or written, except as specified in this Agreement.

SIGNATURE & EXECUTION PAGE

**THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED,
AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:**

THE CITY OF GEORGETOWN, TEXAS

(Approved by Georgetown City Council on _____ of _____, 2020)

By: _____ Dated: _____
DAVID MORGAN
CITY MANAGER

By: _____ Dated: _____
ROBYN DENSMORE
CITY SECRETARY

By: _____ Dated: _____
JOHN SULLIVAN
FIRE CHIEF

By: _____ Dated: _____
CHARLIE MCNABB
CITY ATTORNEY

**THE GEORGETOWN ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, IAFF
LOCAL NO. 3991**

(Ratified by GAPFF Membership on _____ of _____, 2020)

By: _____ Dated: _____
CODY STOUT
PRESIDENT
GEORGETOWN ASSOCIATION OF
PROFESSIONAL FIRE FIGHTERS

By: _____ Dated: _____
ERIC LAMBERT
SECRETARY
GEORGETOWN ASSOCIATION OF
PROFESSIONAL FIRE FIGHTERS

APPENDIX A **OCTOBER 2019 PAY PLAN**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
Firefighter	\$ 50,803	\$ 52,835	\$ 54,948	\$ 56,596	\$ 58,294	\$ 60,043	\$ 61,844	\$ 63,699	\$ 65,810	\$ 67,578	\$ 69,605	\$ 70,997	\$ 72,417	\$ 73,865
Fire Driver	\$ 67,041	\$ 68,717	\$ 70,435	\$ 72,196	\$ 74,001	\$ 75,857	\$ 77,747	\$ 79,691	\$ 81,683	\$ 83,725	\$ 85,818	\$ 87,963		
Lieutenant	\$ 74,508	\$ 75,995	\$ 77,515	\$ 79,065	\$ 80,646	\$ 82,250	\$ 83,904	\$ 85,582	\$ 87,294	\$ 89,040	\$ 90,821	\$ 92,637		
Captain	\$ 87,937	\$ 89,696	\$ 91,490	\$ 93,320	\$ 95,186	\$ 97,090	\$ 99,032	\$ 101,013	\$ 103,033	\$ 105,094	\$ 107,196			
Battalion Chief	\$ 98,269	\$ 100,233	\$ 102,238	\$ 104,283	\$ 106,369	\$ 108,496	\$ 110,666	\$ 112,879	\$ 115,137					
	A	B	C	D	E	F	G	H	I	J	K	L		
Paramedic II	\$ 67,041	\$ 68,717	\$ 70,435	\$ 72,196	\$ 74,001	\$ 75,857	\$ 77,747	\$ 79,691	\$ 81,683	\$ 83,725	\$ 85,818	\$ 87,963		
Fire Prevention Specialist	\$ 74,508	\$ 75,995	\$ 77,515	\$ 79,065	\$ 80,646	\$ 82,250	\$ 83,904	\$ 85,582	\$ 87,294	\$ 89,040	\$ 90,821	\$ 92,637		
Deputy Fire Marshal	\$ 87,937	\$ 89,696	\$ 91,490	\$ 93,320	\$ 95,186	\$ 97,090	\$ 99,032	\$ 101,013	\$ 103,033	\$ 105,094	\$ 107,196			

APPENDIX B
PANEL OF ARBITRATORS

Norman Bennett
Donald Goodman
John Barnard
Mark Sherman
John Allman
Louis Berman Wolitz

City of Georgetown, Texas
City Council Regular Meeting
May 26, 2020

SUBJECT:

Second Reading of an Ordinance on a request for a **Zoning Map Amendment** to **rezone 1.816 acres** (81,103 square feet) of land being all of Lot 1, Block B, Sierra Vista, Section 4A Subdivision, **from the General Commercial (C-3) district to the Low-Density Multi-Family (MF-1) district**, for the property generally located at **901 Rockmoor Drive** -- Sofia Nelson, CNU-A, Planning Director

ITEM SUMMARY:

Overview of the Applicant's Request:

Zoning Map Amendment to rezone the 1.816 acre property from General Commercial (C-3) to Low-Density Multi-Family (MF-1).

Staff's Analysis:

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request complies with 5 of the 5 approval criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in the attached Staff Report. The proposed zoning district is compatible with the character of the neighborhood and is consistent with the 2030 Comprehensive Plan.

Public Comment:

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (8 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (April 5 and 26, 2020) and signs were posted on-site. To date, staff has received 1 written comment in favor, and 1 in opposition to the request (Exhibit 6).

Planning and Zoning Commission:

At their April 21, 2020 meeting, the Planning and Zoning Commission recommended approval (7-0) of the request.

First City Council Meeting:

At their May 12, 2020 meeting, the City Council voted 6-1 in approval of the request.

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:

Michael Patroski, Planner

ATTACHMENTS:

2020-2-REZ - P&Z Staff Report

Exhibit 1-Location Map

Exhibit 2-Future Land Use Map

Exhibit 3- Zoning Map

Exhibit 4-Design and development standards of MF-1

Exhibit 5- Letter of Intent

Exhibit 6- Public Comments

Ordinance

Presentation

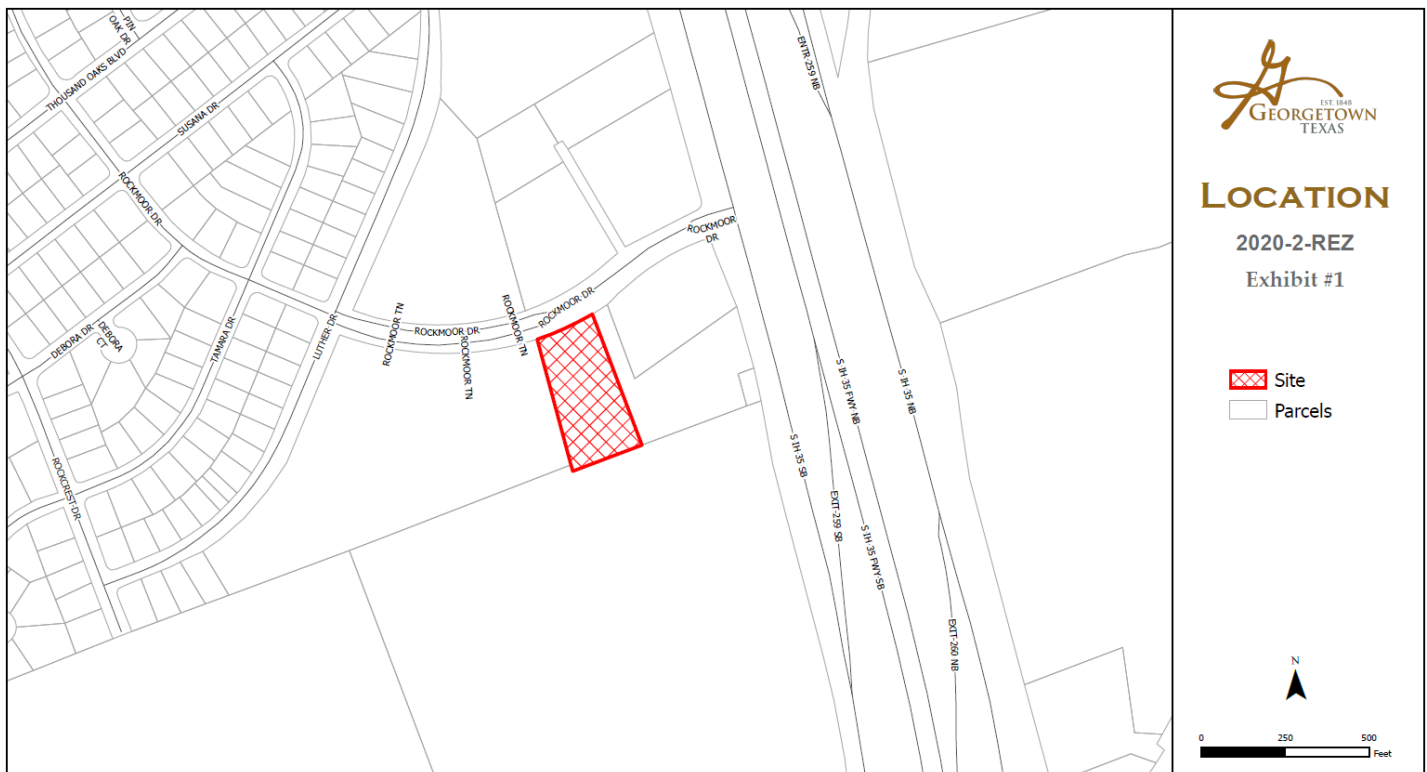


Planning and Zoning Commission Planning Department Staff Report

Report Date: April 17, 2020
Case No: 2020-2-REZ
Project Planner: Michael Patroski, Planner

Item Details

Project Name: 901 Rockmoor Rezoning
Project Location: 901 Rockmoor Drive, within City Council district No. 1.
Total Acreage: 1.8619
Legal Description: Lot 1, Block B of Sierra Vista, Section 4, A Subdivision
Applicant: Matkin Hoover Engineering and Surveying, c/o Dean Keller
Property Owner: Juniper Investments, c/o J. Douglass Rippetto
Request: Zoning Map Amendment to rezone the subject property from **General Commercial (C-3)** to **Low-Density Multi-Family (MF-1)**.
Case History: This is the first public hearing of this request.



Planning Department Staff Report

Overview of Applicant's Request

The applicant has requested to rezone the 1.8619-acre property from General Commercial (C-3) to Low-Density Multi-Family (MF-1), to allow for the construction of multifamily units on the subject property. This property is adjacent to the existing Indian Creek Apartments located at 600 Luther Dr. Indian Creek purchased the subject property to construct additional multi-family units.

Site Information

Location:

The subject property is located at 901 Rockmoor Drive, an estimated 515' west from the S. IH 35 frontage road.

Physical and Natural Features:

The subject property is predominantly flat with moderate tree coverage. There are no significant manmade or natural features.

Future Land Use and Zoning Designations:

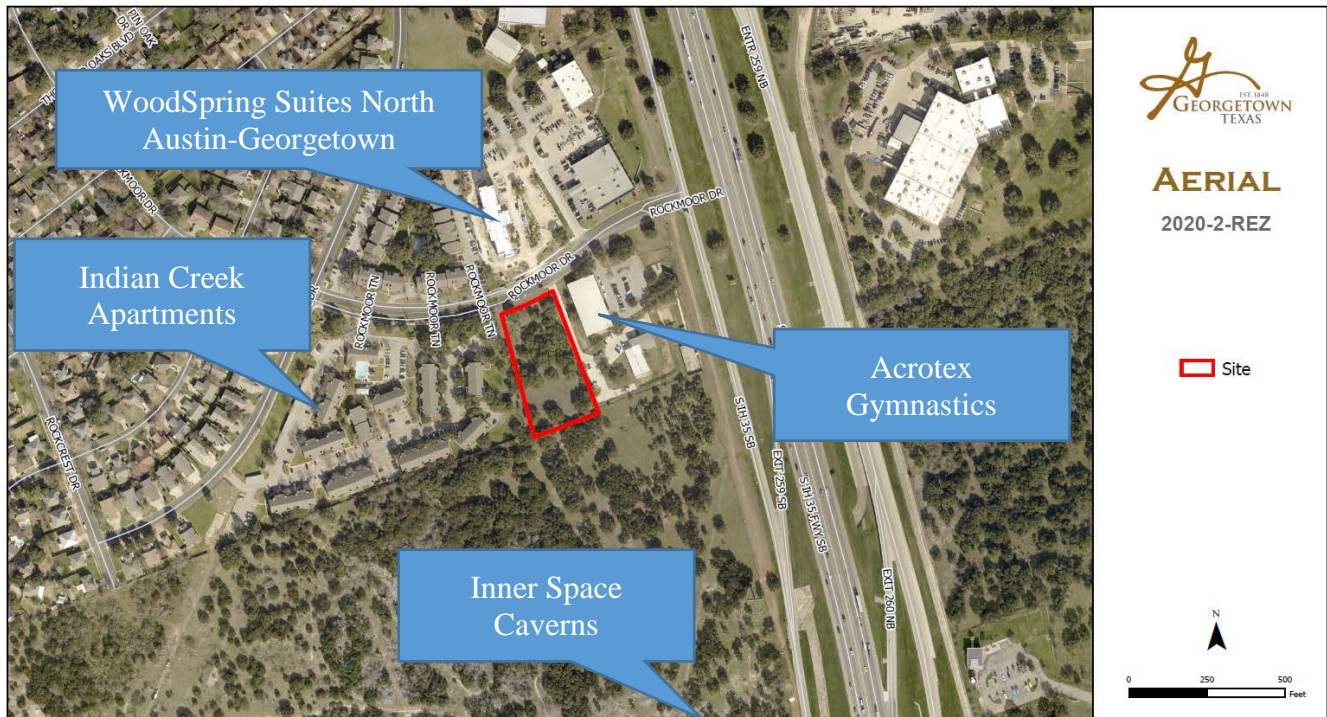
At the time that this request was submitted, the subject property had a Community Commercial and Specialty Mixed Used Future Land Use designations. On March 13, 2020, the subject property was designated Regional Center when the 2030 Comprehensive Plan was adopted. It is currently zoned General Commercial (C-3).

Surrounding Properties:

The subject property is placed along the southern portion of Rockmoor Drive adjacent to the High-Density Multi-Family (MF-2) development of Indian Creek Apartment to the west and General Commercial (C-3) development of office and personal services buildings to the east. Across Rockmoor Drive to the north is the General Commercial (C-3) zoned WoodSpring Suites North Austin-Georgetown. The subject property and all its neighbors are part of the Regional Center Future Land Use designation. Further to the west, across Luther Dr, is the Sierra Vista single-family residential neighborhood.

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	Rockmoor Dr & General Commercial (C-3)	Regional Center	WoodSpring Suites North Austin-Georgetown.
South	Residential Single-Family (RS)	Regional Center	Vacant/Inner Space Caverns
East	General Commercial (C-3)	Regional Center	Acrotex Gymnastics
West	High-Density Multi-Family (MF-2)	Regional Center	Indian Creek Apartments



Property History:

The subject property was annexed into the city in 1987, at which time it was designated residential. The subject property was rezoned from Residential Single-Family (RS) to General Commercial (C-3) in 1989. In 1999 the subject property was platted as part of the Sierra Vista Section 4 Subdivision.

Comprehensive Plan Guidance

Future Land Use Map:

Within the Regional Center Future Land Use designation developments may be configured as major shopping centers, standalone big-box retailers, or large-scale mixed-use developments, as well as supporting flex office space and office/warehouse development. These developments are typically automobile oriented with convenient access from major transportation routes and highway interchanges, however internal pedestrian connectivity is maximized and includes opportunities for pedestrian activity. Well integrated residential developments, which encourage the interaction of residents and businesses, are appropriate and vertical mixed use encouraged.

Regional Centers (RC)

DUA: 18 or more

Target Ratio: 75% nonresidential, 25% residential

Primary Use: Large retailers

Secondary Uses: Mixed use, high density residential, chain restaurants, specialty retailers, professional office, and civic uses

Utilities

The subject property is located within the City's service area for water and wastewater. In addition, it is located within the City of Georgetown and Pedernales Electric Cooperative (PEC) dual service area for electric. It is anticipated that there is adequate capacity to serve the subject property at this time. A

Planning Department Staff Report

Utility Evaluation may be required at time of Site Development Plan to determine capacity and any necessary utility improvements.

Transportation

The subject property has an estimated frontage of 178' along Rockmoor Drive, a Local Street. These streets are intended to provide access to adjoining properties by collecting the traffic from surrounding areas and distributing it to adjoining collectors or arterial streets. Local streets can access both collector level streets and arterial level streets.

Additionally, the subject property is located an estimated 515' west from the S IH 35 SB frontage road, an existing Major Arterial. Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

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

Proposed Zoning district

The Low Density Multi-Family District (MF-1) is intended for attached and detached multi-family residential development, such as apartments, condominiums, triplexes, and fourplexes, at a density not to exceed 14 dwelling units per acre. The MF-1 District is appropriate in areas designated on the Future Land Use Plan with High Density Residential or one of the Mixed-Use categories, and may be appropriate in the Moderate Density Residential areas based on location, surrounding uses, and infrastructure impacts. Properties zoned MF-1 should have convenient access to major thoroughfares and arterial streets and should not route traffic through lower density residential areas. The MF-1 District is appropriate adjacent to both residential and non-residential districts and may serve as a transition between single-family districts and more intense multi-family or commercial districts.

Permitted uses in this district include, but are not limited to, attached and detached multi-family, group homes (7-15 residents), and rooming/boarding houses. Other uses such as day care facilities, churches, neighborhood amenity center and schools, among others are permitted subject to specific design limitations. Certain land uses, including assisted living, group homes (16+ residents) and halfway houses, require a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of MF-1 district permitted uses and development standards.

Intergovernmental and Interdepartmental Review

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

Planning Department Staff Report

Approval Criteria

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

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	Complies
<p>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.</p>	
2. The zoning change is consistent with the Comprehensive Plan.	Complies
<p>The requested Low-Density Multi-Family (MF-1) is compatible with the Regional Center- Future Land Use designation of the 2030 Comprehensive Plan. The Regional Center plan encourages high density residential development in appropriate locations. The 2030 Comprehensive Plan displays that the target ratio for Regional Centers is 75% non-residential and 25% residential with high density residential serving as a secondary use to commercial development. Currently this Regional Center area is estimated to be 42% residential, if approved this rezoning would only increase by 1% for a total of 43% residential land use. Additionally, 67 acers out of the 42% (94.98 acres) residential land is vacant land with the same owner as Inner Space Cavern. In addition, there is an estimated 20 acre area to the south located within the ETJ that is also currently vacant. Considering the Future Land Use, development trends, and its location to S IH-35, staff does not envision this ETJ area being developed for residential use.</p> <p>Land Use Policy 1 of the 2030 Comprehensive Plan states that gradual transitions in intensities are be achieved through utilization of lower density multi-family development and moderate density single-family residential uses to support neighborhood commercial in commercial centers and improve the transition between commercial and single-family residential uses.</p> <p>Additionally, Land Use Policy 2 of the 2030 Comprehensive Plan is to “Promote more compact, higher density, well-connected development within appropriate infill locations. Appropriate infill sites are typically surrounded by existing development with interconnected streets and utility systems to support higher density residential uses appropriately scaled commercial uses and pedestrian friendly environments.” Because of this, the subject property’s proposal to MF-1 therefore displays its consistency and compatibility with the 2030 Comprehensive Plan.</p>	
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
<p>The requested Low-Density Multi-Family (MF-1) zoning district would not adversely affect the health, safety, or welfare of residents. According to the City of Georgetown’s UDC, Low-Density Multi-Family should be encouraged to develop with convenient access to major thoroughfares and is appropriate being adjacent to both residential and non-residential development. If approved, the subject project would facilitate additional residential needs with close proximity to S IH-35.</p>	

Planning Department Staff Report

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA

If approved, this zoning change would also promote the safe orderly development of the city. This change would result in Rockmoor Drive transitioning from General Commercial (C-3) along the S IH-35 service road to Low-Density Multi-Family (MF-1) followed by High-Density Multi-Family (MF-2) and finally into Residential Single-Family (RS) as development moves west. Therefore, displaying the ability to accommodate different density and housing types in the area.

Due to the subject property being 1.89 acres in size, Low-Density Multi-Family (MF-1) is an appropriate zoning district. Chapter 6.02 of the UDC states that High-Density Multi-Family (MF-2), would require a minimum lot size of 2 acres.

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

Complies

The Low-Density Multi-Family (MF-1) zoning district is compatible with the surrounding uses and character of the area. The subject property is directly adjacent to existing High-Density Multi-Family (MF-2) development to the west and General Commercial (C-3) development to the east. Expanding the available multi-family use along Rockmoor Drive is appropriate due to the existing variety of housing and service uses within the area. The MF-1 district, should it be approved, will conform to the character of the existing neighborhood and surrounding area as it builds upon the existing development pattern by continuing on the range of density within the area.

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

Complies

The 1.8619-acre property proposed for Low-Density Multi-Family (MF-1) development possess the size and shape to adequately develop within its respected classifications. The current maximum of dwelling units per acre in the MF-1 zoning district is 14 units. The subject property would therefore be limited to a maximum of 26 dwelling units.

Based on the criteria of Sec 3.06.030 of the UDC, staff finds that the proposed rezoning complies with 5 out of the 5 criteria. The proposed zoning district is compatible with the character of the neighborhood and is consistent with the 2030 Comprehensive Plan.

Meetings Schedule

4/21/2020 – Planning and Zoning Commission

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

5/26/2020 – City Council Second Reading of the Ordinance

Public Notification

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (8 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper 4/5/2020 and signs were posted on-site. To date, staff has received 0 written comments in favor, and 1 in opposition to the request (Exhibit 6).

Attachments

Exhibit 1 – Location Map

Exhibit 2 – Future Land Use Map

Exhibit 3 – Zoning Map

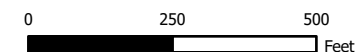
Exhibit 4 – Design and development standards of the Low-Density Multi-Family (MF-1)

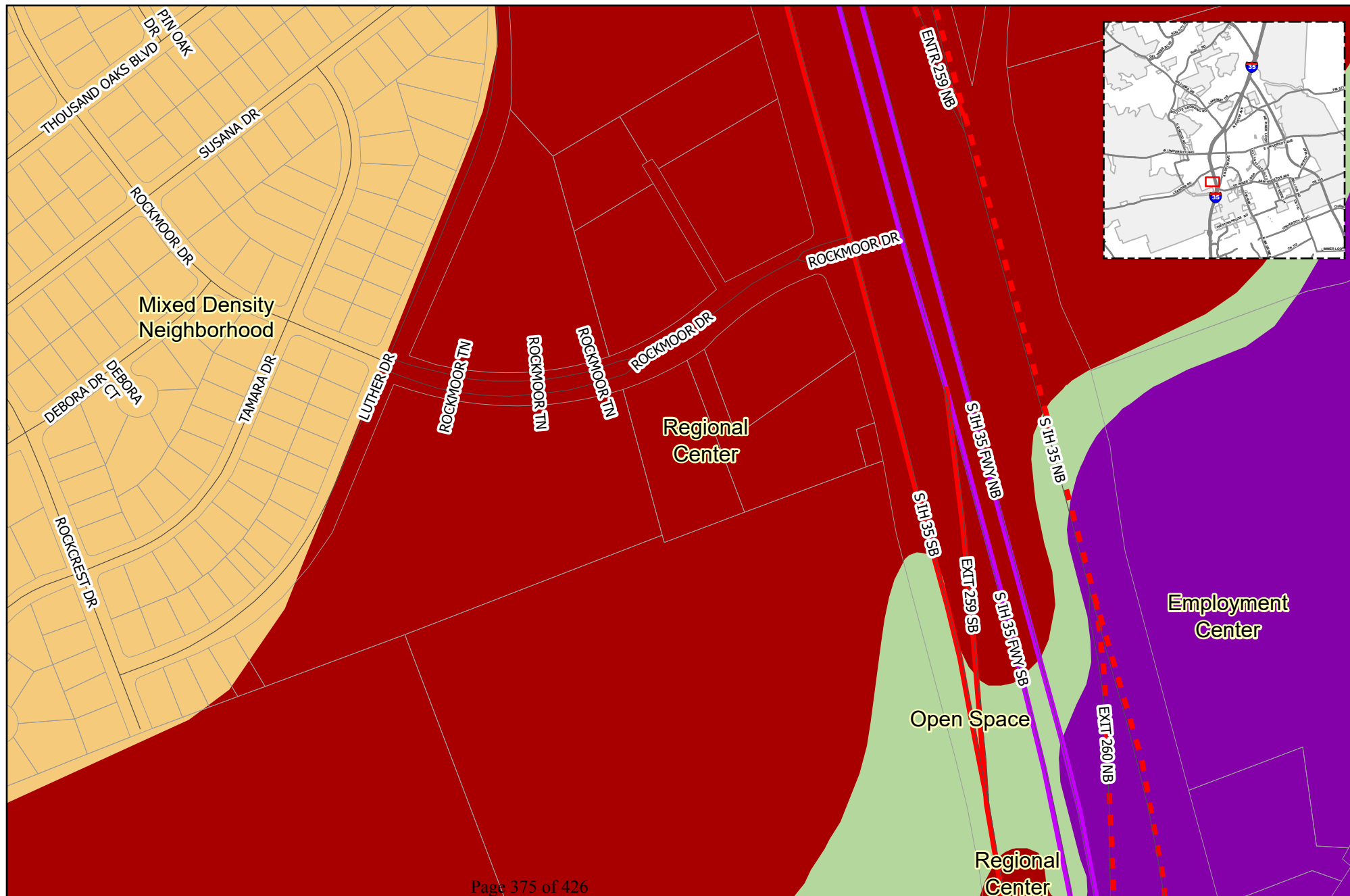
Exhibit 5 – Letter of Intent

Exhibit 6- Public Comment



Exhibit #1



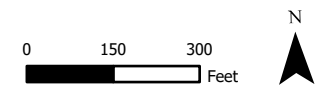


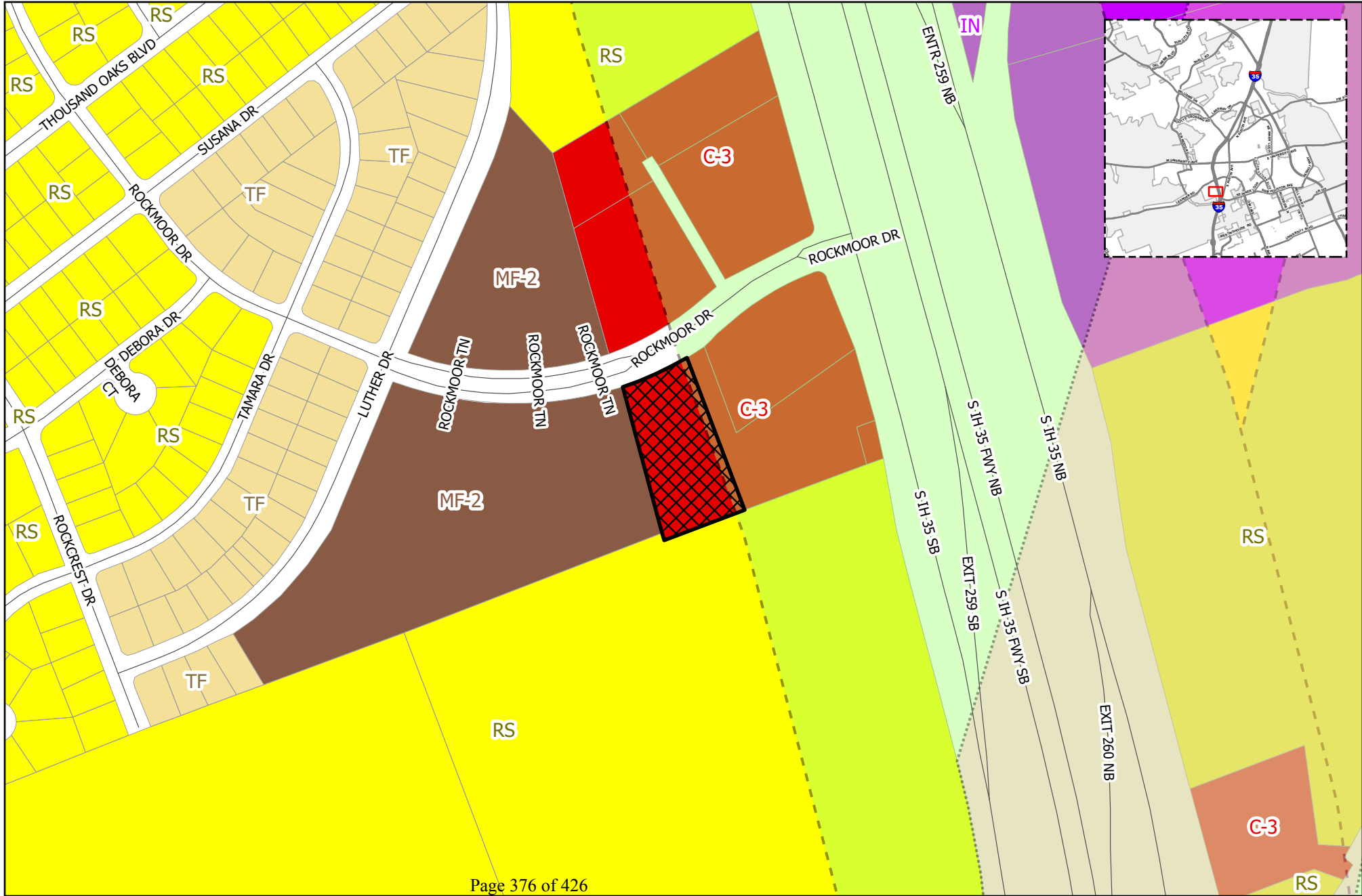
FUTURE LAND USE/ OVERALL TRANSPORTATION PLAN

2020-2-REZ

Exhibit #2

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





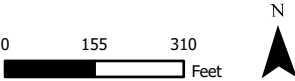
ZONING

2020-2-REZ

Exhibit #3

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

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



Low Density Multifamily (MF-1) District

District Development Standards		
Maximum Density = 14 units/acre	Front Setback = 20 feet	Bufferyard = 15 feet with plantings
Maximum Building Height = 35 feet	Side Setback = 10 feet	adjacent to RE, RL, RS,TF, or MH
Maximum Units per Building = 14*	Side Setback to Residential = 20 feet	districts; 10 feet with plantings
	Rear Setback = 10 feet	adjacent to residences in AG
Lot size = 12,000 sq.ft.	Rear Setback to Residential = 20 feet	
Lot width minimum = 50 feet	Side/Rear Street Setback = 15 feet	*Can be waived if the building design
	Unloaded Street Setback = 20 feet	meets the criteria of Sec. 6.02.080.C.

Specific Uses Allowed within the District		
Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Group Home (7-15 residents)	Church (with columbarium)	Activity Center (youth/senior)
Multifamily Attached	Day Care (family/group/commercial)	Assisted Living
Multifamily Detached	Golf Course	Bed and Breakfast (with events)
Rooming/Boarding House	Nature Preserve/Community Garden	Emergency Services Station
Utilities (Minor)	Neighborhood Amenity Center	Group Home (16+ residents)
	Park (Neighborhood)	Halfway House
	School (Elementary)	Nursing/Convalescent Home
	Utilities (Intermediate)	Orphanage
	Wireless Transmission Facility (<41')	School (Middle)
		Student Housing

March 9, 2020

Ms. Sofia Nelson, CNU-A
Planning Director
City of Georgetown TX

Dear Ms. Nelson,

Matkin Hoover Engineering and Surveying is submitting this application for an amendment to the City of Georgetown's Zoning Map on behalf of the property owner for the property located at 901 Rockmoor.

The property is currently zoned General Commercial (C-3), which allows a mix of high intensity commercial uses. The property is adjacent to the Indian Creek Apartments, with shared ownership. The owner wishes to change the current zoning designation to Multifamily-1 (MF-1), allowing for the construction of multifamily units on the site.

The Future Land Use designation for the property is Community Commercial and Specialty Mixed Use. Per the City of Georgetown's 2030 Comprehensive Plan, the community commercial designation is for areas located close to major corridors and may include a variety of commercial uses. The Specialty Mixed-Use Area is intended to be located close to major thoroughfares and can include housing, specifically apartments and other multifamily units. Additionally, the property is located within the Growth Tier 1A, identified as a short term growth area, with the potential for development within 10 years of the creation of the 2030 Comprehensive Plan. Typically, the public infrastructure is in place to support the development within Tier 1A. However, some public infrastructure upgrades may be required to facilitate the healthy development of the area. Although the zoning doesn't necessarily trigger any infrastructure upgrades, the development of the site through subsequent applications will address any insufficiencies identified by staff. The proposed MF-1 zoning aligns with both the future land use and the growth tiers outlined in the goals of the 2030 Comprehensive Plan.

The proposed MF-1 zoning promotes the growth of a housing type that is missing from the community. Although new multifamily units are currently completing construction, there remains a lack of housing types to support the middle housing gap in the community. As stated in the 2030 Plan, high density residential provides options for "smaller households looking for alternatives to the large-lot single family home and younger families looking for affordability." Locating these residential uses along transportation corridors supports the transition from vehicular traffic to lower density residential neighborhoods. The transitional edge quality of the proposed zoning supports the safe, orderly and healthful development of the City.

The property is fronted on Rockmoor Dr, which serves as the secondary access to the southbound access road of Interstate 35. The surrounding zoning designations include a mix of commercial and residential districts. The parcel on the eastern edge of the property is currently developed for commercial uses. The property on the western edge is the first phase of the Indian Creek Apartments. The properties to the north, separated from the parcel by Rockmoor Dr,



include commercial uses and additional multifamily units. In addition, the property to the south is designated as open space, which is occupied by a network of caverns underneath the site. Based upon the mix of uses, the proposed zoning district is compatible, supported by the surrounding mix of commercial and residential uses.

The subject property is currently undeveloped. Several clusters of trees are located on the site, primarily towards the rear of the property. The overall site is 1.9 acres, which can accommodate any uses allowed within the MF-1 zoning district.

Our analysis of the 2030 Comprehensive Plan, the Unified Development Code and development changes within the defined area warrants a designation change from the existing Community Commercial (C-3) zoning district to the proposed Multifamily – 1 (MF-1) zoning district.

We appreciate your time reviewing our request.

Sincerely,

Matkin Hoover Engineering & Surveying
TBPE Firm Registration No. F-4512

A handwritten signature in blue ink, reading 'Matt Synatschk'. The signature is written in a cursive, flowing style.

Matt Synatschk
Development Manager



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 the scheduled public hearing on the matter.

Project Name/Address: 901 Rockmoore Dr.

Project Case Number: 2020-2-REZ **P&Z Date:** April 21, 2020 **Case Manager:** Michael Patroski

Name of Respondent: CHRIS PHILLIPS
(Please print name).

Signature of Respondent: 
(Signature required for protest)

Address of Respondent: 907 Rockmoore Dr, Georgetown TX 78628
(Address required for protest)

I am in FAVOR: _____ **I OBJECT:** 

Additional Comments:

I fear an uptick in vandalism and crime
if more residential housing is directly adjacent
to my business

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



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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

Project Name/Address: 901 Rockmoore Dr.

Project Case Number: 2020-2-REZ P&Z Date: April 21, 2020 Case Manager: Michael Patroski

Name of Respondent: W.K. Laubach Trust, Wilburn B. Laubach Trustee
(Please print name)

Signature of Respondent: Wilburn B. Laubach
(Signature required for protest)

Address of Respondent: (home) 8400 Shenandoah Dr, Austin Tx 78753
(Address required for protest)

Conditionally

I am in FAVOR: _____

I OBJECT: _____

Additional Comments:

We recommend that the City of Georgetown Planning Department require the Multi-Family buildings requested to be constructed at address 901 Rockmoore Dr., be placed a distance north (offset) from the address south property line to prevent my property, south from this location, from being used as a trash dump including liquor bottles and drug paraphernalia. The upper story residents at the existing Indian Creek Apartments, located a short distance west from where the proposed Multi-Family buildings will be located, throw their debris onto my property.

Also, according to the "Location of Property NOTICE MAP", it shows an "offset" in the south property line. According to the W.W. Laubach Trust Deed Records and Surveyor drawings, the Laubach North property line (same as the south property line of address 901 Rockmoore Dr.) is a straight line. Please correct your NOTICE MAP drawing. Please see enclosed surveyor drawing insert.

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.

SIERRA VISTA SECTION THREE
(E/204 P.R.)

SIERRA VISTA
SECTION FOUR
BLOCK B
(R/32 P.R.)

"4,978 34' 11" in
Wallace Lumber Co.
Excessed 7/16/431 P.R.
8/16/1979

North Boundary 1/1651 1/1651 329/194, 579/118, 581/602 D.R.

Scale: 1" = 200'

1.177.86 AC.

FIRST TRACT

D.P.

929/138

1/1651 R.L. Sta. 948+00

1/1651 R.L. Sta. 948+00

1/1651 R.L. Sta. 948+00

S15°04'36"E
0.247 Ac. Tract No. 11

1/1651 R.L. Sta. 948+00

ORDINANCE NO. _____

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 1.8619 acres (81,103 square feet) of land being all of Lot 1, Block B, of Sierra Vista, Section 4, generally located at 901 Rockmoor Drive, from General Commercial (C-3) to Low-Density Multi-Family (MF-1) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12th day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

1.8619 Acres (81,103 SQUARE FEET) of land being all of Lot 1, Block B of Sierra Vista, Section 4, as recorded in Document Number 9922362 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 denial to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on May 12, 2020, held an additional public hearing prior to taking action on the requested rezoning of the Property.

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:

Section 1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 2. The Official Zoning Map, as well as the Zoning District classification(s) for the Property is hereby amended from the General Commercial (C-3) to the Low-Density Multi-Family (MF-1), in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Legal Description) and incorporated herein by reference.

Ordinance Number: _____

Page 1 of 2

Description: 901 Rockmoor Rezoning

Case File Number: 2020-2-REZ

Date Approved: 5/26/2020

Exhibits A-B Attached

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

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

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

APPROVED on First Reading on the 12 day of May, 2020.

APPROVED AND ADOPTED on Second Reading on the 26 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: _____

Description: 901 Rockmoor Rezoning

Date Approved: 5/26/2020

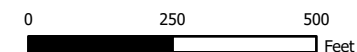
Page 2 of 2

Case File Number: 2020-2-REZ

Exhibits A-B Attached



Exhibit #1



LEGAL DESCRIPTION - 901 ROCKMOOR DRIVE

1.8619 ACRES (81,103 SQUARE FEET) OF LAND BEING ALL OF LOT 1, BLOCK B OF SIERRA VISTA, SECTION 4, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN CABINET R, SLIDE 32 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.8619 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; (BEARING BASIS IS THE WEST LINE OF SUBJECT TRACT BEING NORTH 15 DEGREES 03 MINUTES 00 SECONDS WEST);

BEGINNING AT 1/2 INCH IRON PIPE FOUND IN A CONCRETE MONUMENT FOR THE NORTHWEST CORNER OF SAID LOT 1, SAID 1/2 INCH IRON PIPE BEING IN THE SOUTH RIGHT-OF-WAY LINE OF ROCKMORE DRIVE (80 FEET WIDE);

THENCE ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH RIGHT-OF-WAY LINE OF SAID ROCKMORE DRIVE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 840.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 08 MINUTES 59 SECONDS, AN ARC LENGTH OF 178.12 FEET, A CHORD THAT BEARS NORTH 65 DEGREES 32 MINUTES 30 SECONDS EAST AND A CHORD DISTANCE OF 177.79 FEET TO 1/2 INCH CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

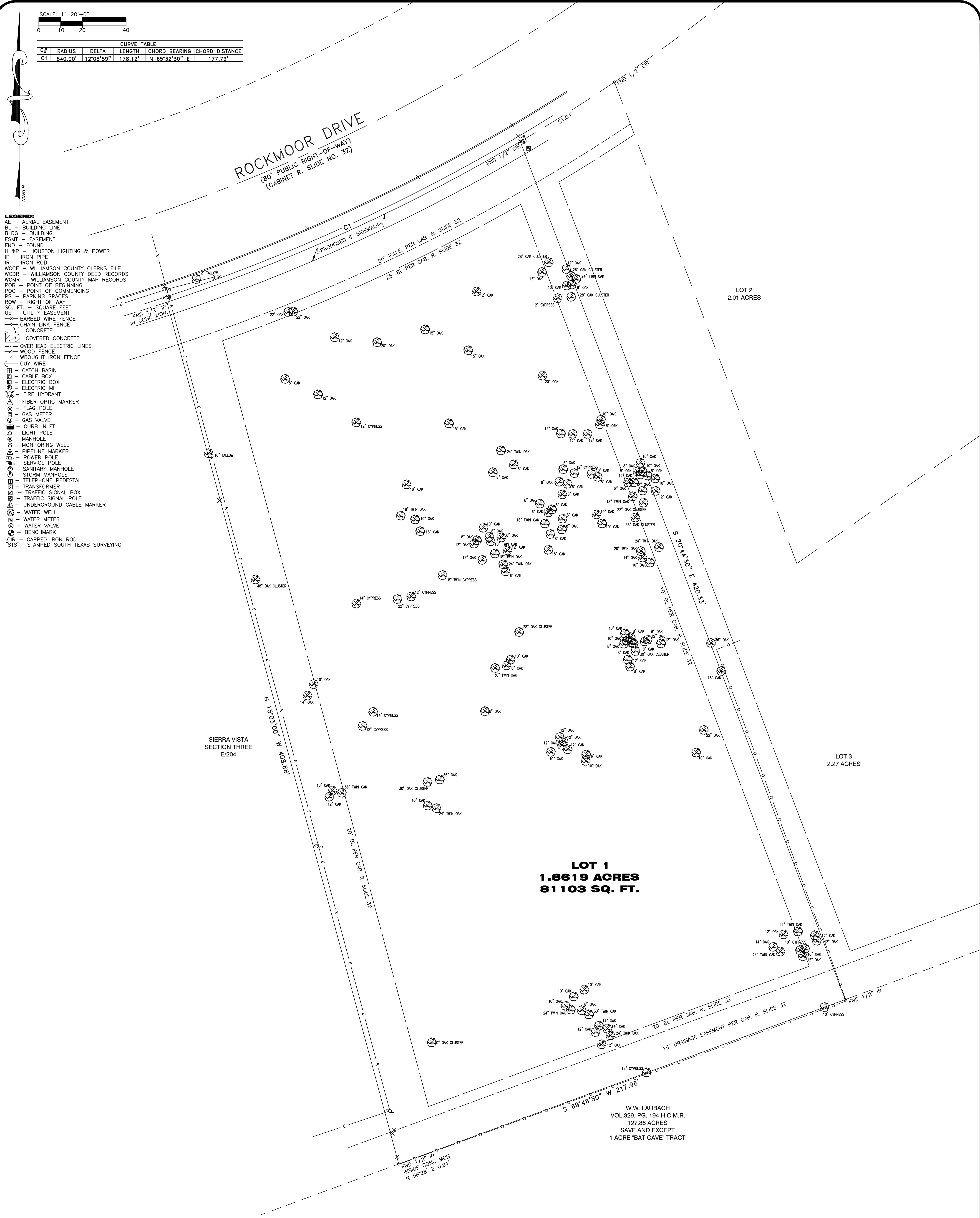
THENCE SOUTH 20 DEGREES 44 MINUTES 30 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, SAME BEING THE WEST LINE OF LOT 3 OF BLOCK B OF SEIRRA VISTA, SECTION 4, A DISTANCE OF 420.33 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 69 DEGREES 46 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 217.96 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 IRON PIPE FOUND IN A CONCRETE MONUMENT BEARS NORTH 58 DEGREES 28 MINUTES EAST, A DISTANCE OF 0.91 FEET;

THENCE NORTH 15 DEGREES 03 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 408.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.8619 ACRES (81,103 SQUARE FEET OF LAND MORE OR LESS.

FRED W. LAWTON, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2321
SOUTH TEXAS SURVEYING ASSOCIATES, INC.
FIRM NUMBER: 10045400
11281 RICHMOND AVENUE, J101
HOUSTON, TX 77082
PHONE: (281) 556-6918
FAX (281) 556-9331





NOTES:
1. BEARING BASIS IS THE WEST LINE OF THE SUBJECT TRACT BEING N 15°03'00" W.
2. SURVEYOR DID NOT ABSTRACT PROPERTY. SURVEY BASED ON LEGAL DESCRIPTIONS RECORDED IN CLERK'S FILE NO. 2000077843.
3. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
4. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF.
5. SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
6. THE FINDINGS AND OPINIONS OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. REFLECTED HEREON ARE PRIVILEGED, CONFIDENTIAL AND INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY FOR WHOM THIS WORK WAS PREPARED. IT IS UNDERSTOOD THAT THE USE OF, RELIANCE ON, OR REPRODUCTION OF SAME, IN WHOLE OR IN PART, BY OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. IS PROHIBITED AND WITHOUT WARRANTY, EXPRESS OR IMPLIED. SOUTH TEXAS SURVEYING ASSOCIATES, INC. SHALL BE HELD HARMLESS AGAINST DAMAGES OR EXPENSES RESULTING FROM SUCH UNAUTHORIZED USE, RELIANCE OR REPRODUCTION. COPYRIGHT 2018. ALL RIGHTS RESERVED.
7. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. CERTAIN EASEMENTS AND/OR BUILDING LINES MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. THIS SURVEY WAS DONE WITHOUT BENEFIT OF DEED. OWNER SHOULD OBTAIN A TITLE COMMITMENT BEFORE DESIGN OR CONSTRUCTION COMMENCES.

FLOOD NOTE:
PROPERTY LIES WITHIN FLOOD ZONE X-X-SHADED, ACCORDING TO F.I.R.M. MAP NO. 48491C 0480E, DATE 09-26-2008, BY GRAPHING PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.
BEFORE ANY DEVELOPMENT PLANNING, DESIGN OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY IN WHICH SUBJECT TRACT EXISTS SHOULD BE CONTACTED. SAID ENTITIES MAY IMPOSE LARGER FLOOD PLAN AND FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.


BOUNDARY AND TREES SURVEY OF
LOT 1, BLOCK B OF SIERRA VISTA SECTION 4 BLOCK B, A SUBDIVISION OF WILLIAMSON COUNTY, TEXAS AS SET FORTH IN THE PLAT AND MAP RECORDS OF WILLIAMSON COUNTY, TEXAS. ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET R, SLIDE 32, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

ADDRESS: 901 ROCKMOOR DRIVE
GEORGETOWN, TEXAS 78628

DATE: 10-12-18

SCALE: 1" = 20'
SHEET 1 OF 1

REVISIONS:	
NO.	DESCRIPTION



SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Bldg J, Suite 101, Houston, Texas 77082
281-556-6918 FAX 281-556-9331
Firm Number: 10045400

Copyright 2018 South Texas Surveying Associates, Inc. K:\COMRES 2018\1748-18.DWG (TN.)

JOB NO: 1748-18

901 Rockmoor Rezoning 2020-2-REZ

City Council
5/26/2020

Item Under Consideration

2020-2-REZ

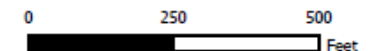
- Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 1.816 acres (81, 103 square feet) of land being all of Lot 1, Block B of Sierra Vista, Section 4, A Subdivision, from the General Commercial (C-3) district to the Low-Density Multi-Family (MF-1) district, for the property generally located at 901 Rockmoor Drive. (2020-2-REZ)---



LOCATION

2020-2-REZ

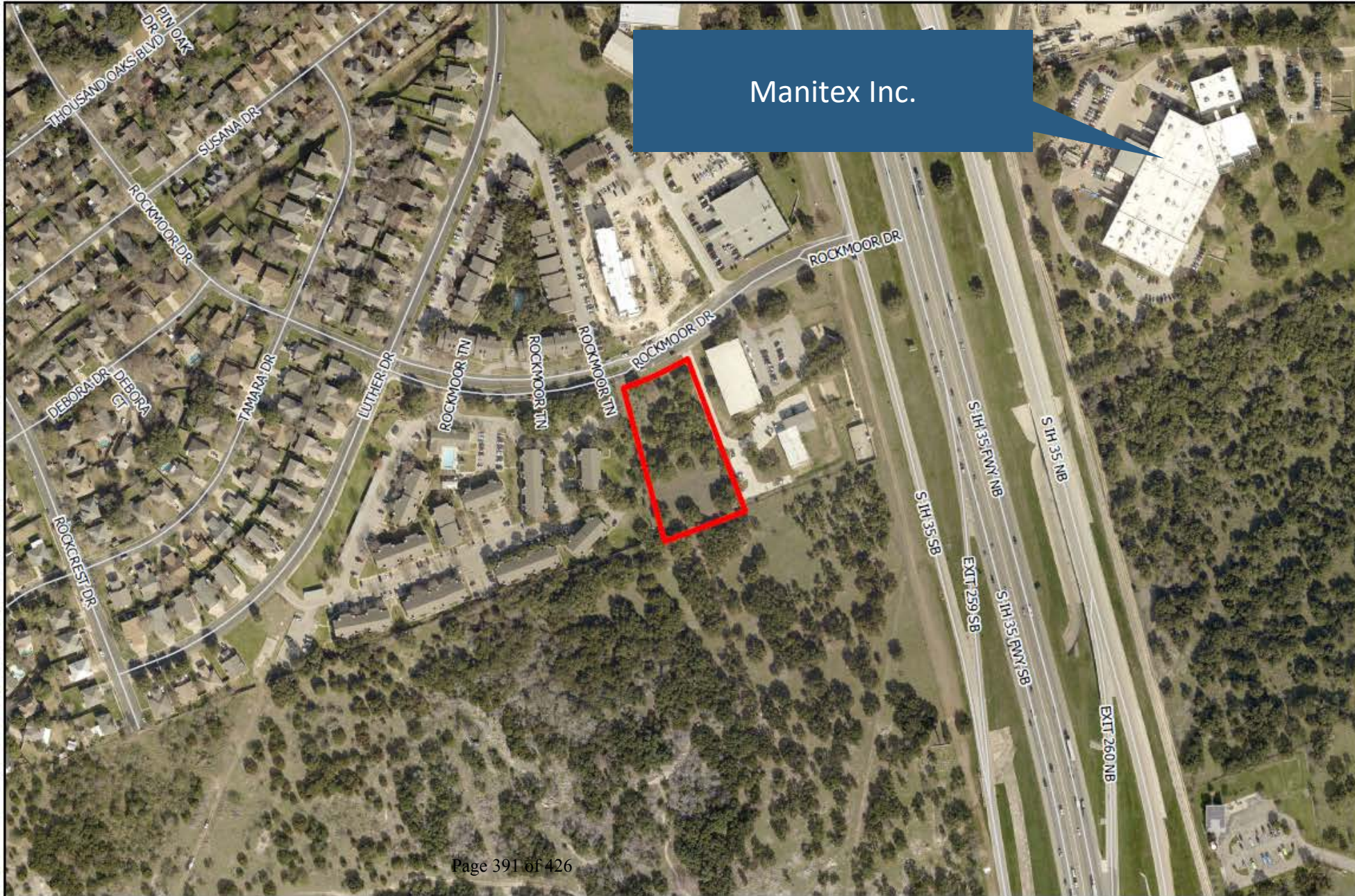
Exhibit #1



WoodSpring Suites North
Austin-Georgetown

Indian Creek Apartments

Inner Space Caverns



Manitex Inc.

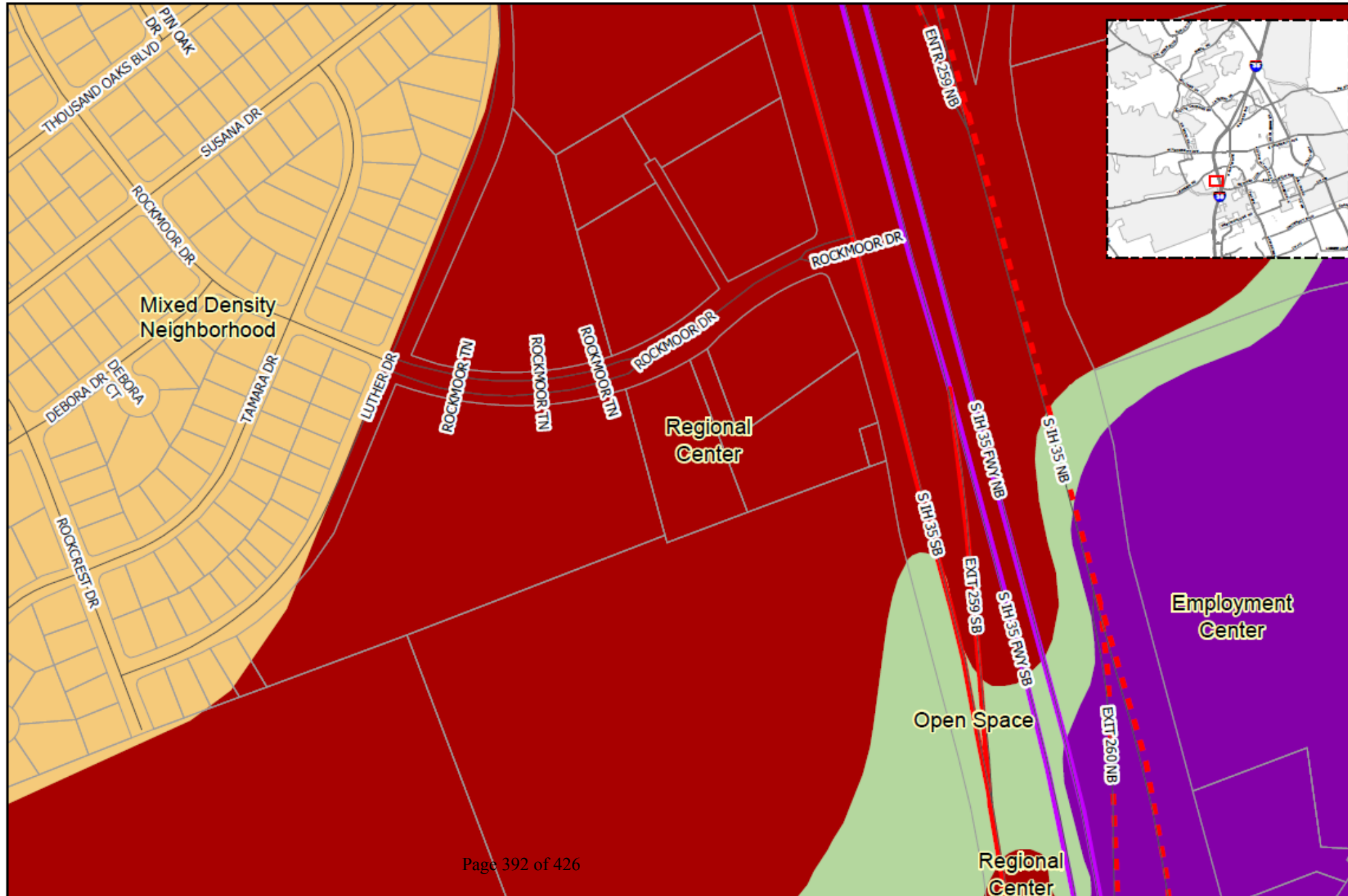


AERIAL
2020-2-REZ

 Site



0 250 500
Feet



**FUTURE LAND USE/
 OVERALL TRANSPORTATION
 PLAN**

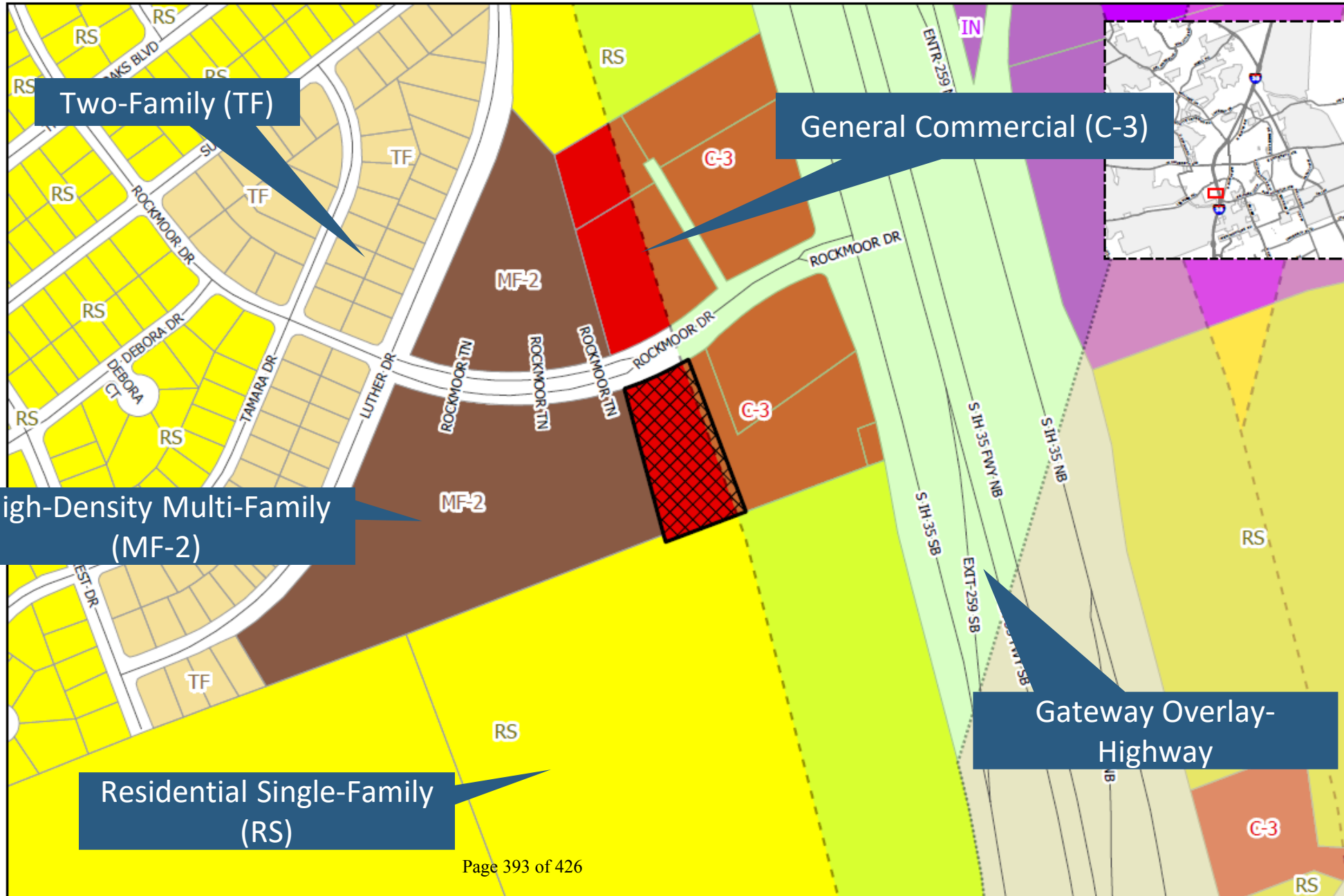
2020-2-REZ

Exhibit #2

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

0 150 300
 Feet





ZONING 2020-2-REZ Exhibit #3

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



Regional Commercial (RC)

- Large concentration of commercial uses
- Serves a regional market
- Relies on access from major transportation routes and interchanges

Examples:

- *Major shopping centers*
- *Big-box retail*
- *Tourist attractions*
- *Auto-oriented commercial uses*

Low Density Multi-Family (MF-1)

- Attached and detached multi-family
- Apartments, condos, triplexes, fourplexes
- Should have convenient access to major thoroughfares
- Should not route traffic through low density areas
- May be appropriate adjacent to residential and non-residential districts

Dimensional Standards

- Max density = 14 units/acre
- Min. lot size = 12,000 sq. ft.
- Min. lot width = 50'
- Max building height = 35'
- Front setback = 20'
- Side setback = 10'
- Rear setback = 10'
- Side/rear street setback = 15'
- Side/rear setback to residential = 20'
- 15' bufferyard adjacent to RS

Zoning District

Low Density Multi-Family (MF-1)

Permitted by Right	Permitted with Limitations	Permitted with a SUP
Group Home (7-15 residents)	Church (with columbarium)	Activity Center (youth/senior)
Multi-Family, Attached	Day Care (family/group/commercial)	Assisted Living
Multi-Family, Detached	Golf Course	Bed and Breakfast (with events)
Rooming/Boarding House	Nature Preserve/Community Garden	Emergency Services Station
Utilities (minor)	Neighborhood Amenity Center	Group Home (16+ residents)
	Park (Neighborhood)	Halfway House
	School (Elementary)	Nursing/Convalescent Home
	Utilities (Intermediate)	Orphanage
	Wireless Transmission Facility (<41')	School (middle)
		Student Housing

Approval Criteria – UDC Section 3.06.030

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

Approval Criteria – UDC Section 3.06.030

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

Planning and Zoning Commission Action:

- At their April 21, 2020 meeting, the Planning and Zoning Commission recommended approval of the request 7-0.

City Council 1st Reading Action:

- At their May 12, 2020 meeting, the City Council voted 6-1 in approval of the request.

Second Reading of an Ordinance

- An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 1.8619 acres (81,103 square feet) of land being all of Lot 1, Block B of Sierra Vista, Section 4, A Subdivision, generally located at 901 Rockmoor Drive, from General Commercial (C-3) to Low-Density Multi-Family (MF-1) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

City of Georgetown, Texas
City Council Regular Meeting
May 26, 2020

SUBJECT:

Second Reading of an Ordinance **amending Chapter 13.04** of the Code of Ordinances, Article I related to **electric rates; adding section 13.04.050** related to **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:

The City's consultant, NewGen Strategies, presented an overview of the electric vehicle (EV) fast charger services rate to Council at a workshop on 4/14/20. The rate was recommended to provide for EV charging infrastructure within the City's electric territory. Below is an overview of the new rate components.

Rate Components:

- Customer Charge: \$350/Month
- Energy Charge: \$0.05648/kWh
- Power Cost Adjustment (PCA) Charge: \$0.02375/kWh
- Demand Charge: \$16/kW - (Billed on the greater of)
 - o Actual demand; or
 - o 500 kW; or
 - o 80% of peak month over previous 12-month period

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 "Use" is being 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.

This was passed on first reading at the May 12, 2020 Council meeting.

FINANCIAL IMPACT:

The potential impact of suspending the energy efficiency and conservation fee is approximately \$5,000/month.

SUBMITTED BY:

Daniel Bethapudi-General Manager of the Electric Utility, and Leticia Zavala-Director of Customer Care

ATTACHMENTS:

Ordinance - 1st Reading Electric Rates EEEEEC - 5-12-2020

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, 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 13.04.050, 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.* Available to Electric Vehicle 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 this 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). 1st month demand will be equal to system design demand.
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 4. 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 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. 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 7. 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
May 26, 2020

SUBJECT:

Second Reading of an Ordinance **amending Section 10.12.020** of the Code of Ordinances related to the **rate of speed** on **State Highway 29/University Avenue** -- Ray Miller, Public Works Director

ITEM SUMMARY:

The Texas Department of Transportation will review speed zones along a state facility to see if changes need to be made to existing speed zones. The last time that TxDOT did a speed zone study along SH-29 from the west city limits to the eastern city limits was 2008. Another reason for reviewing speed zones can be changes along the highway such as residential and commercial growth.

Based on the recent speed study TxDOT is recommending the following changes:

- A: West of River Terrace Drive to Wood Court - currently 65 mph recommending 60 mph
- B: Wood Court to just west of DB Wood - currently 55 mph - No change
- C: DB Wood to Wolf Lake Drive - currently 55 mph and 50 mph recommending 45 mph
- D: Wolf Lake to Scenic Drive - currently 40 mph - No change
- E: Scenic to Maple Street - currently 35 mph - No change
- F: Maple Street to just east of Hutto Road - currently 40 mph - No change
- G: Just east of Hutto Road to Southwestern - currently 50 mph recommending 40 mph
- H: Southwestern to Reinhardt - currently 50 mph - No change
- I: Reinhardt to Patriot Way - currently 55 mph - No change

This was passed on first reading at the May 12, 2020 Council meeting.

FINANCIAL IMPACT:

None to the City of Georgetown. TxDOT will be responsible for installing the new speed zone signs along SH-29 / University Avenue.

SUBMITTED BY:

Ray Miller, Jr., Director of Public Works

ATTACHMENTS:

Proposed Speed Zone Changes along SH-29

Ordinance to adopt proposed speed changes along SH-29

Presentation for Proposed speed changes along SH-29

AGENDA ITEM COVER SHEET

SUBJECT: Proposed Speed Zone Changes on SH-29 / University Avenue from the western City Limits to the east City Limits.

Name of Sponsor: Ray Miller, Jr. – Director of Public Works

ITEM SUMMARY:

The Texas Department of Transportation will review speed zones along a state facility to see if changes need to be made to existing speed zones. The last time that TxDOT did a speed zone study along SH-29 from the west city limits to the eastern city limits was 2008. Another reason for reviewing speed zones can be changes along the highway such as residential and commercial growth. There have been a lot of changes along SH-29 / University Avenue since 2008.

Based on the recent speed study TxDOT is recommending the following changes:

- A: West of River Terrace Drive to Wood Court - currently 65 mph recommending 60 mph
- B: Wood Court to just west of DB Wood - currently 55 mph - No change
- C: DB Wood to Wolf Lake Drive - currently 55 mph and 50 mph recommending 45 mph
- D: Wolf Lake to Scenic Drive - currently 40 mph - No change
- E: Scenic to Maple Street - currently 35 mph - No change
- F: Maple Street to just east of Hutto Road - currently 40 mph - No change
- G: Just east of Hutto Road to Southwestern - currently 50 mph recommending 40 mph
- H: Southwestern to Reinhardt - currently 50 mph - No change
- I: Reinhardt to Patriot Way - currently 55 mph - No change

How are speed limits determined or set? Most states, counties and cities utilize the Manual of Uniform Traffic Control Devices (MUTCD) as a reference. The MUTCD as well as other transportation publications recommend setting speed zones (limits) based on the 85th percentile. When speed data is being collected along a particular section of a roadway and 85% of the vehicles are traveling at a certain speed or range of speed then that is the speed limit that should be recommended for that section of roadway. The 85th percentile is known as the industry standard for determining speed limits.

STAFF RECOMMENDATION:

Approval of the proposed changes to the speed zone (limits) along SH-29 / University from the western city limit to the eastern city limit.

FINANCIAL IMPACT:

N/A – TxDOT will be providing the new speed zone (limit) signs and the personnel to change out the signs

COMMENTS: You will notice that the attached Ordinance to adopt the proposed speed zone (limit) changes show eastbound and westbound. However, the speed zones do not change based on the direction of travel. The ordinance also refers to the road segments along SH-29 / University Ave by mile points, however is using crossing streets so that it is easier to identify the segments.

ATTACHMENTS:

- Cover Memo
- Proposed Ordinance
- Powerpoint Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 10.12.020 ENTITLED “STATE HIGHWAY 29” REGARDING THE RATE OF SPEED ON SH 29 WITHIN THE CITY LIMITS; PROVIDING FOR A PENALTY AND PROSECUTION PURSUANT TO SECTION 10.12.010 OF THE CODE OF ORDINANCES; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Georgetown finds it in the best interest of the community to periodically review and update speed zones within the City; and

WHEREAS, the City of Georgetown Public Works Department has reviewed the speed zones on SH 29 and recommends adjusting the maximum speed allowed within the city limits.

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

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

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

SECTION 3. Section 10.12.020 of the Code of Ordinance of the City of Georgetown, Texas is hereby replaced in its entirety to read as follows:

It is hereby determined upon the basis of an Engineering and Traffic investigation that the prima facie maximum speed limit on those portions of SH 29 routed in the City of Georgetown, is hereby stated, which prima facie maximum speed limit shall be effective at all times and signs will be erected giving notice of the prima facie maximum speed limit so declared to wit.

Speed Zone

For eastbound traffic:

On SH 29 under Control-Section 337-01 starting from milepoint 8.351 (4,439 feet west of Wood Ranch Rd.) to milepoint 9.962 (42 feet west of Wood Ct.), a distance 1.611 miles, a prima facie speed limit of 60 miles per hour.

On SH 29 from milepoint 9.962 (42 feet west of Wood Ct.) to milepoint 10.162 (222 feet east of D.B. Wood Rd.), a distance of 0.200 miles, a prima facie maximum speed limit of 55 miles per hour.

On SH 29 from milepoint 10.162 (222 feet east of D.B. Wood Rd.) to milepoint 11.105 (570 feet east of Wolf Lake Dr.), a distance of 0.943 miles, a prima facie maximum speed limit of 45 miles per hour.

On SH 29 from milepoint 11.105 (570 feet east of Wolf Lake Dr.), to milepoint 11.600 (750 feet west of Scenic Dr.), a distance of 0.495 miles, a prima facie maximum speed limit of 40 miles per hour.

On SH 29 from milepoint 11.600 (750 feet west of Scenic Dr.) to milepoint 12.060 (at Austin Avenue), a distance of 0.460 miles, a prima facie maximum speed limit of 35 miles per hour.

On SH 29 at the centerline of Austin Avenue, milepoint 12.060 under Control-Section 337-01 is equivalent to milepoint 21.803 for Control-Section 337-02.

On SH 29 in Ctrl-Sec 337-2 from milepoint 21.803 (at Austin Avenue) to milepoint 22.411 (79 feet east of Maple St), a distance of 0.638 miles, a prima facie maximum speed limit of 35 miles per hour.

On SH 29 from milepoint 22.411 (79 feet east of Maple St) to milepoint 22.779 (Southwestern Blvd), a distance of 0.368 miles, a prima facie maximum speed limit of 40 miles per hour.

On SH 29 from milepoint 22.779 (Southwestern Blvd) to milepoint 25.686 which is the east Full Purpose Georgetown City Limit (ECL) and located on east side of Patriot Way, a distance of 2.907 miles, a prima facie maximum speed limit of 55 miles per hour.

For westbound traffic:

On SH 29 under Control-Section 337-02 starting from milepoint 25.686 at the east Georgetown full-purpose city limit (ECL) (east side of Patriot Way) to milepoint 22.779 (Southwestern Blvd), a distance of 2.907 miles, a prima facie maximum speed limit of 55 miles per hour.

On SH 29 from milepoint 22.779 (Southwestern Blvd) to milepoint 22.411 (79 feet east of Maple St), a distance of 0.368 miles, a prima facie maximum speed limit of 40 miles per hour.

On SH 29 from milepoint 22.411 (79 feet east of Maple St) to milepoint 21.803 (at Austin Avenue), a distance of 0.638 miles, a prima facie maximum speed limit of 35 miles per hour.

On SH 29 at the centerline of Austin Avenue, milepoint 21.803 for Control-Section 337-02 is equivalent to milepoint 12.060 under Control-Section 337-01.

On SH 29 (Ctrl-Sec 337-1) from milepoint 12.060 (at Austin Avenue) to milepoint 11.600 (750 feet west of Scenic Dr.), a distance of 0.460 miles, a prima facie maximum speed limit of 35 miles per hour.

On SH 29 from milepoint 11.600 (750 feet west of Scenic Dr.) to milepoint 11.105 (570 feet east of Wolf Lake Dr.), a distance of 0.495 miles, a prima facie maximum speed limit of 40 miles per hour.

On SH 29 from milepoint 11.105 (570 feet east of Wolf Lake Dr.) to milepoint 10.162 (222 feet east of D.B. Wood Rd.), a distance of 0.943 miles, a prima facie maximum speed limit of 45 miles per hour.

On SH 29 from milepoint 10.162 (222 feet east of D.B. Wood Rd.) to milepoint 9.962 (42 feet west of Wood Ct.), a distance of 0.200 miles, a prima facie maximum speed limit of 55 miles per hour.

On SH 29 from milepoint 9.962 (42 feet west of Wood Ct.) to milepoint 8.351 (4,439 feet west of Wood Ranch Rd.), a distance 1.611 miles, a prima facie speed limit of 60 miles per hour.

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

SECTION 5. That all ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect ten (10) days on and after publication in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the ____ day of _____, 2020

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

ATTEST:

THE CITY OF GEORGETOWN

Robyn Densmore, City Secretary

By: _____
Dale Ross, Mayor

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

Proposed Speed Changes on SH-29 / University

City Council Meeting
May 12, 2020

Speed Changes – SH-29 / University

- This will be Public Hearing and First Reading of an Ordinance proposing changes to the regulatory speed limits along SH-29 from the western city limit line to the eastern city limit line.

Speed Changes – SH-29 / University

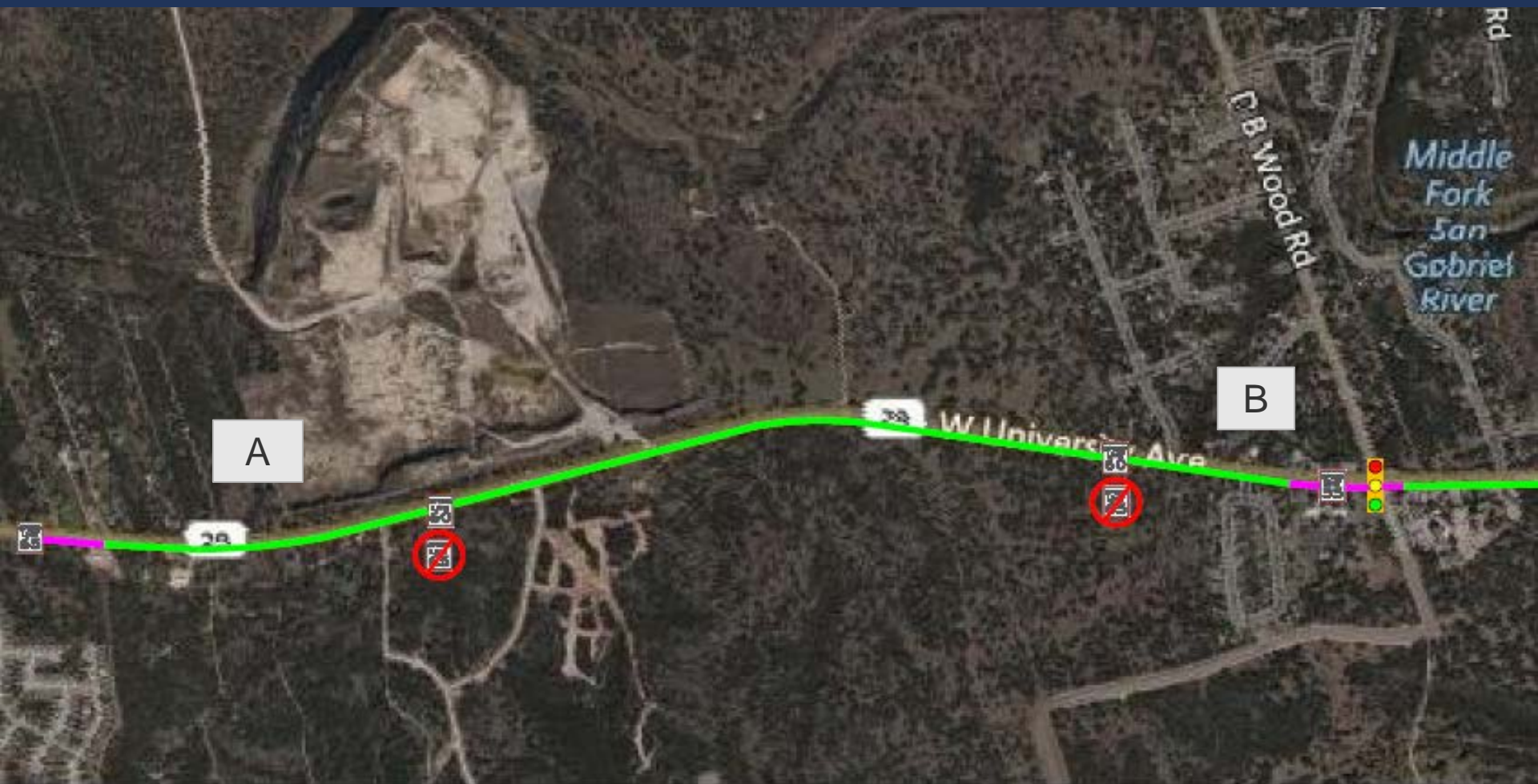
- The proposed changes to the speed limits are being recommended by TxDOT after a recent speed study along the SH-29 / University corridor.
- The speed study was conducted because it had been over 10 years since the last speed study was conducted (2008).
- A lot has changes along the corridor in the last 12 years.

Speed Changes – SH-29 / University

Changes:

- Segment A: West of River Terrace to Wood Court: currently 65mph recommending **60mph**
- Segment B: Wood Court to just west of DB Wood: currently 55mph – **No Change**
- Segment C: DB Wood to Wolf Lake Dr: currently 55mph and 50 mph recommending **45mph**
- Segment D: Wolf Lake Dr. to Scenic: Currently 40mph – **NO Change**

Speed Changes – SH-29 / University



Speed Changes – SH-29 / University

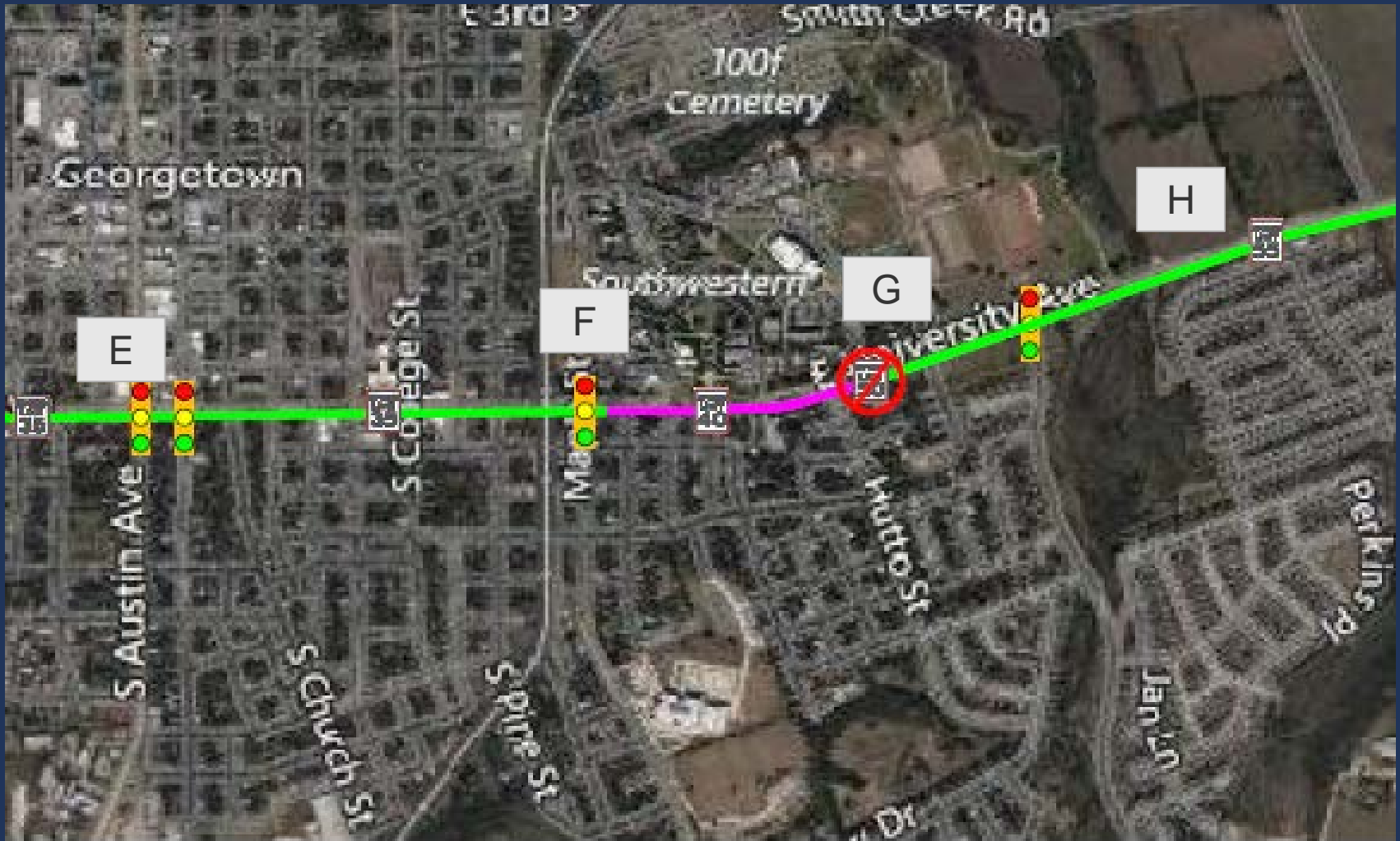


Speed Changes – SH-29 / University

Changes:

- Segment E: Scenic to Maple Street: Currently 35mph – **NO Change**
- Segment F: Maple Street to just east of Hutto Road: Currently 40mph – **No Change**
- Segment G: Just east of Hutto Road to Southwestern: Currently 50mph recommending **40mph**

Speed Changes – SH-29 / University

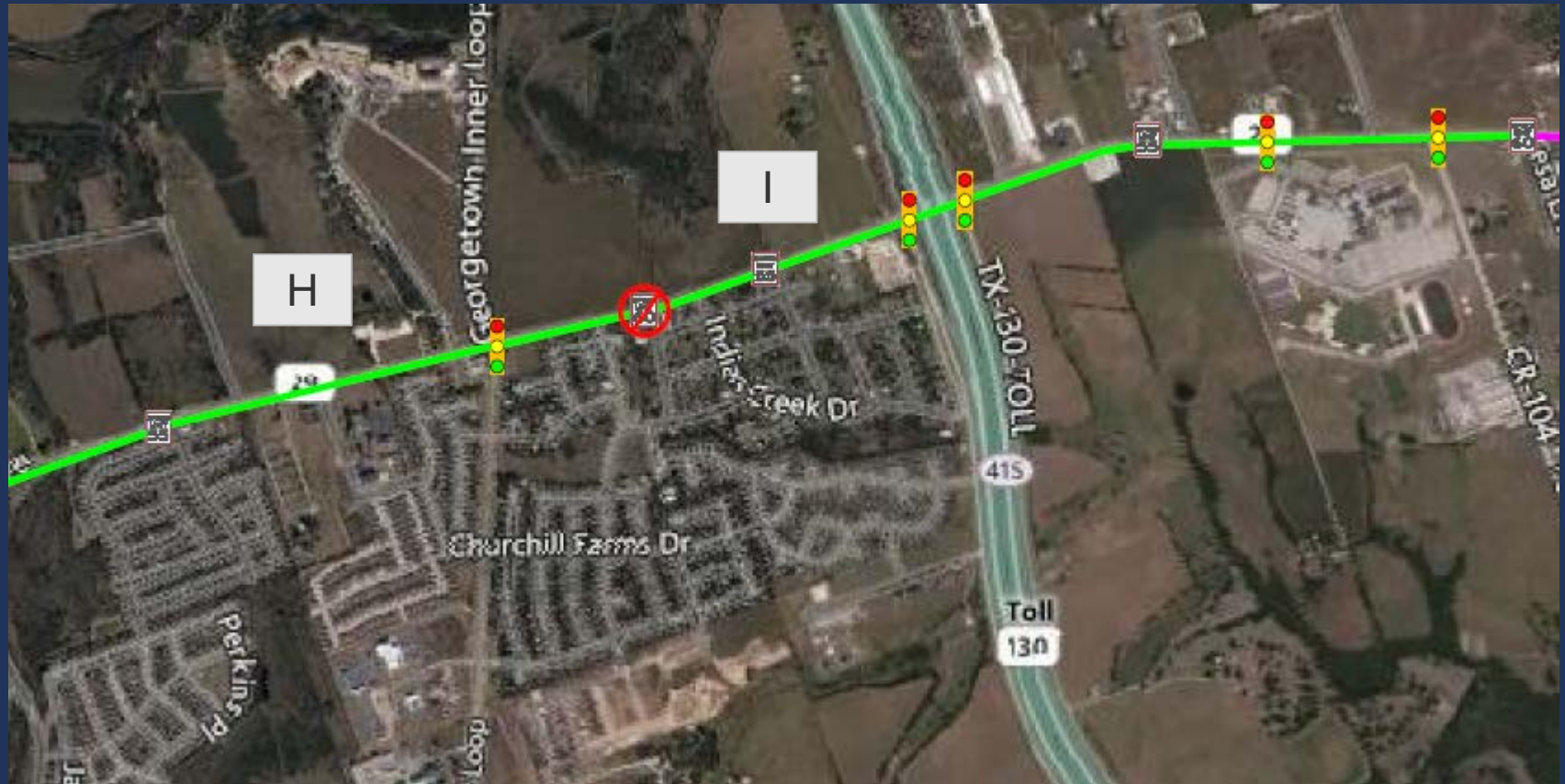


Speed Changes – SH-29 / University

Changes:

- Segment H: Southwestern to Reinhardt: Currently 50mph – **NO Change**
- Segment I: Reinhardt to Patriot Way: Currently 55mph – **NO Change**

Speed Changes – SH-29 / University



SH-29 / University – Traffic Counts

Location	2008	2010	2014	2018**
West of DB Woods	16,000	15,300	16,000	23,600
East of DB Woods	18,400	23,000	23,500	33,000
East of IH-35	23,000	22,000	21,200	23,100
West of Austin Avenue	16,900	16,100	16,000	17,400
East of Austin Avenue	15,500	14,900	13,900	16,200
East of Maple	12,300	14,400	13,100	15,400
East of Southwestern	11,000	12,000	11,700	13,400
East of SH-130	7,600	6,000	6,100	7,200

** TxDOT District Traffic Counts are published typically a 1-2 years after the counts are taken

Speed Changes – SH-29 / University

Summary of Changes:

- The speed study was conducted because it had been over 10 years (2008) since the last speed study was conducted.
- A lot has changes along the corridor since 2008.
- If the City is in disagreement with the proposed speeds, the MUTCD does offer some reasonable methods to come to an agreement.

Speed Changes – SH-29 / University

Next Steps:

- After City Council action on the proposed Ordinance – TxDOT will begin the process to change out the impacted signs and should be done installed in a couple of weeks after action.
- No remaining requirements for the City.

Questions?

Thank you!