

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

The Georgetown City Council will meet on July 28, 2020 at 6:00 PM at City Council Chambers, 510 W 9th Street Georgetown, TX 78626

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

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

<https://georgetowntx.zoom.us/j/93052343154?pwd=U2dQZUJXNzdiVjVzRXp4Q2IvaG9sUT09>

Password: 408454

Or join by phone toll free:

877 853 5257 or 888 475 4499 or 833 548 0276 or 833 548 0282

Webinar ID: 930 5234 3154

Passcode: 408454

Citizen comments are accepted in three different formats:

- **Submit the following form by 5:30 p.m. on the date of the meeting and the City Secretary will read your comments into the recording during the item that is being discussed –**
<https://records.georgetown.org/Forms/AddressCouncil>
- **You may log onto the meeting, at the link above, and “raise your hand” during the item. If you are unsure if your device has a microphone please use your home or mobile phone to dial the toll free number. To Join a Zoom Meeting, click on the link and join as an attendee. You will be asked to enter your name and email address – this is so we can identify you when you are called upon. At the bottom**

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

- As another option, we are opening a city conference room to allow public to “watch” the virtual meeting on a bigger screen, and to “raise your hand” to speak from that public device. This Viewing Room is located at City Hall, 808 Martin Luther King Jr. Street, Community Room. Social Distancing will be strictly enforced. Face masks are required and will be provided onsite. Use of profanity, threatening language, slanderous remarks or threats of harm are not allowed and will result in you being immediately removed from the meeting.

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

Regular Session

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

A Call to Order

Invocation

Pledge of Allegiance

Comments from the Mayor

City Council Regional Board Reports

Announcements

Action from Executive Session

Statutory Consent Agenda

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

- B Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on July 14, 2020 -- Robyn Densmore, City Secretary
- C Consideration and possible action to appoint **Debra Meyer** to **fill a vacancy** on the **Zoning Board of Adjustment** -- Mayor Dale Ross
- D Consideration and possible action to appoint **Melissa Sheldon** to **fill a vacancy** on the **Animal Shelter Advisory Board** -- Mayor Dale Ross
- E Forwarded from Georgetown Transportation Enhancement Corporation (GTEC):

- Consideration and possible action to approve an **economic development agreement** with **Titan NorthPark35** -- Michaela Dollar, Economic Development Director
- F Consideration and possible action to approve a **contract** with **ImageTrend, Inc** for an **Electronic Health Record (EHR)** and **Records Management System (RMS)** in the amount not to exceed of **\$61,477.00** for **Year One setup and service fees** -- John Sullivan, Fire Chief

Legislative Regular Agenda

- G **Public Hearing and First Reading** of an Ordinance for the **voluntary annexation** of an approximately **0.763-acre** tract of land out of the William Roberts Survey, Abstract 524, and a **0.109 acre** tract of land, being over and across a portion of Shell Road, a right-of-way of varying width described to Williamson County, Texas, for the property generally located at **3700 Shell Road** -- Nat Waggoner, PMP, AICP, Long Range Planning Manager
- H **Public Hearing and First Reading** of an Ordinance on a request for a **Zoning Map Amendment** to **amend** the **Seven Strand** Planned Unit Development (**PUD**) **Development Plan** consisting of Lots 5-7, Village Gate at Sun City Final Plat, generally located at **60 Del Webb Blvd** -- Andreina Dávila-Quintero, AICP, Current Planning Manager
- I **Public Hearing and First Reading** of an Ordinance on for a request for a the **voluntary annexation** of an approximate **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, being over and across a portion of Shell Road, a right-of-way of varying width described to Williamson County, Texas, with the **initial zoning designation** of **General Commercial (C-3)** upon annexation, for the property generally located southwest of the **intersection** of **Shell Road** and **State Highway 195** -- Nat Waggoner, PMP, AICP, Long Range Planning Manager
- J **Public Hearing and First Reading** of an Ordinance on a request for a **Zoning Map Amendment** to **rezone** Lots 1 & 2, Saavedra Subdivision (**0.459 acres**), **from the Residential Single-Family (RS) zoning district to the Townhouse (TH) zoning district**, for the property generally located at **1604 Forest Street** -- Andreina Dávila-Quintero, AICP, Current Planning Manager
- K **Consideration and possible action** to approve a **Municipal Services Agreement** with **Highland Village Georgetown GP, LLC** for the provision of municipal services to an approximately **0.526-acre** tract of land out of the L.P Dyches Survey, Abstract No. 171, generally located at **8300 RM 2338** -- Nat Waggoner, PMP, AICP, Long Range Planning Manager
- L **Second reading** of an Ordinance **amending Section 12.20.050** of the Code of Ordinances entitled "**Prohibited Practices**" relating to the prohibition of **consumption** of **alcoholic beverages in certain City Parks** -- Kimberly Garrett, Parks and Recreation Director
- M Discussion and possible action on a potential City Council **Governance Policy violation** by Council Member Rachael Jonrowe at the City Council meeting on July 14, 2020 -- Mike Triggs Council Member District 3 and Kevin Pitts, Council Member District 5

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.

N 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.

- O **Sec. 551.071: Consultation with Attorney**
Advice from attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items
 - Litigation Update
 - PEC Franchise
- Sec. 551.072: Deliberations about Real Property**
 - Sale of Property – CTSUD building
- Sec. 551.087: Deliberation Regarding Economic Development Negotiations**
 - Project Zeus

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
July 28, 2020

SUBJECT:

Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on July 14, 2020

-- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

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SUBMITTED BY:

Robyn Densmore, City Secretary

ATTACHMENTS:

CC Workshop Minutes 07.14.2020

CC Reg Minutes 07.14.2020

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

The Georgetown City Council will meet on Tuesday, July 14, 2020 at 2:30 PM at the Council Chambers, at 510 West 9th Street, Georgetown, TX 78626.

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

Mayor Ross called the meeting to order at 2:34 p.m. The following Council Members were in attendance: Mayor Dale Ross; Mary Calixtro, Council Member District 1; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; Kevin Pitts, Council Member District 5; and Rachael Jonrowe, Council Member District 6; and Tommy Gonzalez, Council Member District. Council District 2 is vacant. All Council Members present via videoconferencing and a roll call was performed.

Triggs joined during Item A.

Policy Development/Review Workshop – Call to order at 2:30 PM

- A. Presentation and discussion regarding COVID-19 and the City's modified operations and programs -- Jack Daly, Community Services Director

Daly began with an overview of the presentation and the introduced Derrick Neal from the Williams County Cities and Health District (WCCHD).

Neal stated that the WCCHD is looking to follow the presidential guidance of seeing a decrease in cases over a two-week period before opening the WCCHD. He added that until then staff is telecommuting. Neal noted the difficulty of contract tracing due to citizens not wanting to participate. He added that the City can help by supporting more robust testing with faster results. Neal noted the growth of cases at an alarming rate due to the State opening so soon. He added that communities that address the public health front tend to remain economically solvent. Neal noted the monitoring of congregant areas like nursing homes. He added that his one wish would be to go back to his conversation with Mayor Ross in April and please for citizens to social distance and wear a mask.

Calixtro stated that she is receiving lots of emails about not wanting masks to get mandated and the CDC is flip flopping on masks. She asked how does the City get people to understand the importance and noted that people willing to go to work because they need income. Neal responded that it's the first time he's seen anything like this politicized. He added that mask

wearing has been out since February and the CDC has not flip flopped on that, as well as social distancing being a useful mitigating tool. Neal noted that related to contact tracing he understands people needing to provide for their families, but the community won't be economically viable when it's a sick community. He added that the community has to have a testing strategy to implement and until it is implemented these challenges will remain. Neal noted that Texas didn't even follow the guidance put out by the president and opened up when cases were on the rise. He noted that citizens don't respect the virus and the virus will have the final say.

Fought asked if the nursing homes were isolated. Neal responded that the County went out with strike teams before the first reported COVID-19 case. He noted that the risk in those settings is introduced from the outside. Neal stated that guidance and safety plans are needed to keep those institutions safe. He added that for nurses' aides that make smaller wages, they don't have the luxury of social distancing. Fought asked if it was working well. Neal responded yes and the goal is to mitigate clusters to prevent outbreaks.

Pitts stated at the beginning of the outbreak the information was minimal, but information has beefed up. He added that this is being politicized and he doesn't want to lean on a partisan leaning article. Pitts stated that he wants to use data provided by WCCHD and tries to concentrate on hospitalizations and ICU beds. He referred to the confusion of numbers provided when trying to discuss the issue with Council Members. Neal responded that the WCCHD switched how data was tracked. He added the new method is provided clearer data. Neal stated he thinks that is where the anomaly came from. Pitts stated that is was the June 22nd and June 29th daily report. He added that he wants to confidence when speaking with citizens that he is being accurate. Pitts asked if Neal could clarify how hospitalizations for COVID-19 are being count. Neal responded not sure how that is reported, but since it is a communicable disease it is required to be reported to the WCCHD. Pitts stated that when he view hospitalizations that should be counted as people who are there directly for COVID-19, not individuals who are there for other issues. Neal responded that hospitals have to report an COVID-19 case but the WCCHD cannot change how the data is reported. He added that the WCCHD is a public organization that is trying to report transparent information. Pitts stated that public confidence is lacking. Neal stated that the County was trending up when the State reopened in April. Pitts stated that it's clear the State reopened too soon.

Jonrowe noted the updated dashboard being used by WCCHD and asked what Mr. Neal's first suggestion would be when the public is reviewing the dashboard. Neal responded that it is all important, but the hospitalization rate gives him pause. He added that he doesn't want Texas to not be able to serve citizens and many people have to see it before they believe it. Neal stated that once capacity is reached, the flood gates are open. He added that the number of deaths as well, even though they are a lagging indicator. Neal noted Texas Children's Hospital now taking on COVID-19 patients. Jonrowe asked about the impact to mortality rate once hospitals are at capacity. Neal he will get back to Council with that information. Jonrowe noted that the number recovered went away. Neal responded that the estimated number of recoveries is listed. He added that WCCHD was going above and

beyond in reporting and the estimated number is likely more accurate. Jonrowe asked if recovered just means not dead and doesn't include long term effects. Neal responded that it refers to receiving negative test results. He added that the devastation of the disease won't be known until the disease has run its course. Neal stated that what isn't known can be harmful. Jonrowe noted that the Jarrell testing facility was doing mouth swabs versus nasal and asked if one type is better than the other. Neal stated that nasal swabs are rapid test and there is not a lot of confidence in those tests. He also noted the lowered standards for testing based of lowered FDA regulations. Jonrowe noted her concern for children getting testing and the possible trauma. She asked about opening schools and Neal's opinion on schools reopening. Neal responded that there needs to be continue testing and focus on test with quick turnaround. He added that related to school reopening, he had a robust conversation and the County will back CDC guidelines. Jonrowe asked if the County is making any recommendations on schools. Neal stated that two-week remission is needed, and the County has no oversight of GISD. He added that he applauds LA for having the courage to close down schools with an abundance of caution. Jonrowe asked Neal what keeps you awake and is the worst-case scenario. Neal responded people not willing to take care of their neighbor and added that caring for each other is the only way to get out of this situation. He added that the virus will have the final say.

Gonzalez asked if there is a difference when noting ICU beds used by COVID patients versus other patients. Neal responded that he is not sure, but he believes the County is showing COVID only ICU beds. Gonzalez stated that everyone wants a definitive answer on how the community is doing. He noted the tracking of hospital beds for COVID versus other issues. Neal responded that playing with hospital bed numbers can change quickly over a few nights and not provide a clear picture. He added that the only way to solve the issue is with mask wearing, social distancing, and only leaving home when required. Neal stated that the data is horrible enough and citizens already know what they should be doing to protect themselves. He added that the data discussion has been happening since April and the numbers are still rising. Gonzalez noted the risk with sending kids to school and that it is a lot to deal with. He added that he is trying to find hope in what feels like a hopeless situation. Neal responded that this disease is going to force us to care for each other and this is the first time science and the CDC has been discredited. He added the disease will remain in effect until there is a national testing strategy. Neal stated that this has impacted everyone, and he will be surprised if there is a football season. Gonzalez thanked Neal for his candor and that citizens need to help each other as much as they can. He noted the importance of needing to wear a mask.

Mayor Ross and Council thanked Mr. Neal for his time and providing information.

Daly resumed the presentation and provided updates since June 23 Workshop: cancelled July 4 fireworks show; closed Blue Hole Park; three firefighters tested positive for COVID-19; issued local mask order; updated mask order to align with Governor's July 2 order; updated mask guidance to City employees; and working with WCCHD to set-up new testing site in Georgetown. He then reviewed the local mask order that was issued on June 29th and

everyone in Georgetown age 10 and older is now required to wear a face covering while in public, when maintaining six feet of distance isn't possible. Daly stated that staff is working through enforcement, exemptions, and outreach. He reviewed the customer assistance program if employment or income been affected by the COVID-19 pandemic and citizens may qualify for up to \$1,500.00. Daly noted the latest from the Governor, where on on July 2, the Governor established statewide face covering requirement, issued proclamation to limit gatherings with few exemptions and allows for fines for individuals, but disallows law enforcement from detaining, arresting, or confining anyone in jail for violation, and the proclamation prohibits "outdoor" gatherings of more than 10 people without Mayoral approval for exemptions. He noted upcoming special events and their status: POPtoberfest: October 23-25; Music on the Square is cancelled; Beer Crawl is cancelled; Movies in the Park is cancelled; and all other special events in Georgetown facilitated by other organizations must follow the Governor's guidance. Daly stated that at the current time, no outdoor gatherings will be approved and staff is developing more robust shop small campaign(s) and exploring expanded outdoor dining for downtown businesses. He stated that staff recommends cancelling Popptober fest.

Fought stated that he is fine with cancelling, since it is unknown what's going to happen.

Pitts stated he agrees and noted that the State Fair is cancelled.

Jonrowe stated that she doesn't think that the City will be in a position anytime soon for this event.

Gonzalez stated that based on lead time needed and unknowns, and concerns for public safety it is best to cancel.

Calixtro supported cancelling.

Triggs supported cancelling.

Daly asked for Council input on not approving outdoor gatherings. All Council Members supported not approving outdoor gatherings.

Daly reviewed expanding outdoor dining options. Mayor Ross asked if Council is in favor will staff bring the plan to council. Daly responded yes and that it will take some planning to safely close parking spots.

Jonrowe stated that she is okay with staff pursuing and asked if the plan is only for downtown. Daly responded that he has only had inquiry from downtown businesses. Jonrowe asked if staff could get with the Chamber to reach out to other businesses and work with them.

Gonzalez stated that anything that can be done to help local businesses is good if it gives businesses more opportunity. He asked that staff look into request for outside of downtown and he supports the plan.

Calixtro stated that she agrees with reviewing a plan.

Fought stated the concept is good and supports the plan being used outside of downtown.

Pitts stated that he supports the plan.

Daly stated that he will bring a proposal back in August. Mayor Ross asked if the proposal will go beyond just downtown. Daly responded yes.

B. Presentation and discussion regarding small area planning for the San Jose and TRG neighborhoods -- Sofia Nelson, Planning Director

Nelson presented and reviewed the purpose of presentation and the outline. She stated that the feedback requested is: Does the City Council support the process to develop a scope for a small area plan for the TRG and San Jose Neighborhoods; Is there specific information from the neighborhood included in the scope of each plan; and What does a successful small area plan look like for you? Nelson reviewed the components of small area plans including community outreach for defining success; vision to understand strengths, weakness, opportunities, and threats; and implementation related to goals, policies, strategies, and action plan. She noted that there types of small area plans that are: Neighborhood Plans that cover one distinct residential neighborhood; Corridor Plans that cover a significant linear feature such as a main street or arterial; and District Plans that include more than one neighborhood or corridor that are experiencing common conditions and issues. Nelson noted the common elements of a Small Area Plans selected as a result of strengths, needs, and opportunities defined by the neighborhood: outreach and visioning; land use; housing; community design; economic development; public facilities; community heritage; transportation; and implementation. She provided an overview of each neighborhood and noted that the San Jose Neighborhood is 0.06 square miles and the Track Ridge Grasshopper (TRG) Neighborhood is 0.19 square miles. Nelson reviewed the path to partnership and noted the following schedule: in July meet with trusted leaders in the neighborhoods; in August listen by asking questions, being present, and showing interest as well as learning by noting concerns, values, and vision; and in September plan by developing a partnership to co-achieve vision and develop a plan scope, and confirm if this partnership is going to achieve the vision. She then reviewed the feedback that is being requested by staff. Nelson noted that if the public wants to participate or get more information, they should please contact either Susan Watkins or Nat Waggoner and provided contact information for both.

Could then provided feedback on the following questions:

1. Does the City Council support the process to develop a scope for a small area plan for the TRG and San Jose Neighborhoods?
2. Is there specific information from the neighborhood included in the scope of each plan?
3. What does a successful small area plan look like for you?

Robyn Densmore, City Secretary, read public comments that were submitted via email in the following order (comments appear exactly as submitted):

Michael Walton - Regarding the question, "What does a successful small area plan look like for you?"

I offer the following idea:

Phase 1 - Use the boundaries provided by staff in this presentation to establish formally recognized areas. Something similar to the Old Town Overlay District

Phase 2 - Allocate a portion of the \$100k budgeted to create and install signs that provide historical information about each area. Consider installing unique street signs, similar to but different from those used in Old Town, in each neighborhood.

I believe both of these provide immediate recognition of the neighborhoods and serve as a good starting point for subsequent phases.

Phase 3 - Organize discussions, held within the neighborhoods themselves, to gather input and feedback on what the citizens of each neighborhood want to see happen. This feedback would be incorporated into an action plan for the neighborhoods.

Phase 4 - Formalize and combine the resident input with the relevant details about what can and cannot be done, as provided by staff. This information would be presented to the citizens and Council for clarity, further input and ultimately approval.

Phase 5 - Implement what was developed in phase 4.

There are certain to be many different ideas and opinions about these small area plans. It is important that the people that live in these neighborhoods are actively involved and whatever is done reflects their input.

These plans must be developed carefully and should not be a directive placed upon the citizens without their participation and ultimately, consent.

Thank you.

Calixtro stated that she supports the process. She noted the diversity of homes in the areas. Calixtro stated that does not want to see what happened in East Austin happen in Georgetown. Calixtro stated that Mr. Walton offered good ideas. She noted the need to education the citizens in the neighborhoods to understand the process. Calixtro added that the success of a small area plan we be based on input received from residents.

Jonrowe asked when the call will go out for contractor(s) for the project. Nelson responded that staff will come back in September. Jonrowe asked if at that time Council would revisit the budget. Nelson responded yes staff would propose scope for both plans along with costs for both plans. Jonrowe asked if the plan is to put the information online in English and Spanish. Nelson responded that staff can do that. Jonrowe asked if staff can do a mailer or door hanger in English and Spanish. Nelson responded that staff will develop an outreach

plan that can include that. Jonrowe asked if either Susan or Nat speak Spanish. Nelson responded no, but others on staff do. Jonrowe stated that staff may want to change their voicemail if providing number to include message in Spanish and make sure they have quick access to someone who speaks Spanish. Jonrowe stated that she supports the first question. She added that she is concerned that timeline is getting longer, and redevelopment is already happening. Jonrowe noted the need to have a thorough communication plan. She asked if Council can put a moratorium on demolitions in the area. Nelson responded that she is not sure. Jonrowe stated that Council should explore that possibility and noted that low priority structures in San Jose and TRG can be demolished with little to no approval. Nelson responded low priority structures outside of the historic district do not require approval outside of a standard building permit. Jonrowe stated that at least during formulation of plan she would like a moratorium. She added there should be specific information and that the success of plan should be based on input of the neighborhood residents.

Fought stated that the outreach portion is critical. He added regarding what success look like, for him it is to preserve character of area, but not trying to build a HOA. Fought asked related to demolitions, how does the City handle it when someone doesn't want to comply with plan. He then asked what the means of enforcement for the plan are and noted that zoning will have to be well defined.

Gonzalez stated that he wants people to understand what their rights are when the plan is implemented. He added that slowing down gentrification comes at a cost and noted the need for some independent translators. Gonzalez stated when designating something as special the value can increase. He added that putting an addition on a home might now not be as easy as it was in the past.

Triggs stated that he supports the process for the scope and doesn't need any specific information at this time. He added that a successful plan will have a lot of resident involvement and in the end a majority of residents are happy, as is the City.

Pitts stated that the main thing is that both neighborhoods need to determine what their main goal is, and staff needs majority of buy in from residents. He added that if the City effects the resale of property it could also stifle value with restrictions. Pitt stated that he is not sure of plan yet, but those are concerns and staff needs people to know benefit of what they are getting up and down.

Mayor Ross stated that question 1 had unanimous support and noted that buy in from both neighborhoods is essential. He added clarification that there are two separate plans and staff needs to be able to explain the consequences good and bad. Nelson stated that the next steps are to meet with neighborhood leaders. Mayor Ross asked when the next Council presentation will be. Nelson responded that she is not sure. Mayor Ross asked if it would be in September. Nelson responded the scope will be ready in September and staff will bring the outreach plan prior to the scope.

C. Presentation and discussion regarding the Intersection/Sidewalk CIP -- Wesley Wright, PE, Systems Engineering Director and Ray Miller, Director of Public Works

Wright presented the item and reviewed the proposed FY21 Capital Improvement Projects (CIP) for sidewalks consisting of continuation of Priority 1 ADA Master Plan and downtown for a total of \$1 million; and intersection improvements consisting of signals, turn lanes, etc. with locations to be determined and totaling \$1.8 million. He then reviewed sidewalks and noted the 2014 Sidewalk Master Plan which accounts for \$100 million in total for sidewalks and ramps with \$10 million in Priority 1 projects, with 2015 Road Bond funds that account for \$1 million per year for 10 years. Wright reviewed the sidewalks projects from the 2015 Road Bond as follows: year 1 (2016) various intersections and signal ramps; year 2 (2017) intersections, 10th and 11th Streets, Southbound IH35 (Highway 29 to Highway 2243; year 3 (2018) Austin Avenue from University to Leander; year 4 (2019) 7th Street, Downtown to Southwestern University; year 5 (2020), Downtown, around the Square and New City Hall; year 6 (2021) Downtown continued; year 7 (2022) Downtown continued; year 8 (2023) Downtown completed; year 9 (2024) SH29 from Austin to Southwestern University; and year 10 (2025) SH29 from Austin to Southwestern University. He then reviewed a map of the sidewalks completed in 2020 in Downtown. Wright explained the sidewalk projects looking forward from 2020-2025 which includes completing Downtown and SH29 improvements. Wright noted that Priority 2 sidewalks including arterials, high ped counts, and could possibly be included in the May 2021 Road Bond Election with a 2014 cost estimate of \$7.5 million and staff will update locations and the cost estimate while focusing on schools and intersections.

Pitts noted the increase pedestrian traffic on DB Wood and asked that is be considered. Wright responded that he has heard a lot of similar comments.

Jonrowe asked when the City will start the process of updating the Sidewalk Master Plan. Wright responded that staff has already started the process. Jonrowe stated that she supported updating the Plan.

Gonzalez noted the need to extend sidewalks to the high schools and applauded the work done downtown and elsewhere.

Calixtro agreed with Gonzalez about sidewalks going to the high schools and if there was any way to make those a priority, she would support it. Wright responded that the sidewalk on Hwy 29 have a Priority 1 status.

Wright then reviewed signals and intersections noting that the following are currently under design: SH29 and HEB/Wolf Crossing, Westinghouse and Scenic Lake Drive, and Westinghouse and Blue Ridge with a developer. Wright stated that the proposed FY21 funding is expected to be \$1.8 million out of the 2015 Road Bond Funds. He then explained the evaluation criteria which consists of points assigned based on objective data as follows: 2

points each for Manual of Uniform Traffic Control Devices (MUTCD) Warrants; 0 to 10 points for average daily traffic; 0 to 10 points for peak hour volume; 0 to 10 points for crashes; 0 to 5 points for speed; 0 to 10 points for pedestrian or bike use; 0 to 15 points for improvement type; 1 point each for special conditions; and 0 to 10.95 points for time spent on the list. Wright then reviewed each criterion in depth by providing statistical data. He explained that MUTCD Warrants are worth 2 points each and a warrant describes a threshold condition based upon average or normal conditions that, if found to be satisfied as part of an engineering study, shall result in analysis of other traffic conditions or factors to determine whether a traffic control device or other improvement is justified. Wright continued that Warrants are not a substitute for engineering judgment, and the fact that a warrant for a particular traffic control device is met is not conclusive justification for the installation of the device. He then providing following rankings for intersections with their scores: SE Inner Loop at Rockride Lane with a score of 42.01; Sun City Blvd at Del Webb with a score of 29.00; Shell Road at Verde Vista with a score of 25.08; SE Inner Loop at Maple St with a score of 20.67; Williams Drive at Estella Crossing with a score of 20.67; Northwest Blvd. at Golden Oaks with a score of 15.33; Austin Avenue at 5th Street with a score of 15.00; University at CR 103 with a score of 14.67; Austin Ave at 16th with a score of 11.67; Sam Houston at Maple Street with a score of 10.67; Austin Ave at 10th with a score of 6.67; and Northwest Blvd. at Golden Oaks with a score of 3.00. Wright reviewed the proposed improvements at Williams Drive and Serenada with striping costing \$25,000 with turn lane improvements and pedestrian actuation. He added that the project is not bond funded, but will be funded via the FY21 Operational Budget, as funds are available. Wright explained the proposed improvements at Rockride and SE Inner Loop intersection, which has a 42.01 rating and is very busy with peak hour school traffic with warrants met. He added that the level of service is rated B, which is good, a traffic signal may increase delays, proposed striping and raised medians costing \$50,000, a proposed reduced speed from 55 to 40 mph, and it is not bond funded, but will be funded with FY21 Operational Budget, as available. Wright explained the Sun City and Del Webb intersection that received a 29.00 rating with an existing 3-way stop where everyone stops. He continued that two signal warrants have been met, no funding is being proposed for FY21, staff will continue to study and evaluate options, staff will pursue public engagement and the following considerations: construct signal that will potentially add to the overall delay; roundabout which will provide the least overall delay, but have complications with golf carts and unfamiliarity; or do nothing and leave the intersection as-is.

Fought stated that he has spoken with several people and hears to leave as is. He added that when he mentioned a roundabout, people weren't sure how a pedestrian would get through there and he appreciated analysis and professional judgement of staff.

Triggs stated that he agrees with leaving as is and a roundabout would really goof things up. He added that he agrees with staff's assessment on lights.

Pitts, Jonrowe, Gonzalez, and Calixtro agreed with Fought and Triggs and had no additional comments.

Wright stated that he is glad to hear that staff and Council are in alignment. Wright reviewed the Shell Road and Verde Vista intersection that received a 25.08 rating and noted that in 2018 the City constructed turn lanes, three Warrants were met as of January 2020, and staff plans to use a proposed \$600,000 bond funds for FY21. He then explained the SE Inner Loop and Maple intersection which received a 20.67 rating and Sam Houston and Maple intersection which received a 10.67 Rating and noted the following options: possible multi-signal Complex which is not currently warranted; a possible roundabout which would likely be temporary for 5 to 10 or more years; possible future flyover with freeway cross-section; and proposed \$400,000 bond funds for FY21 for design and right-of-way (ROW) acquisition. Wright reviewed the Williams Drive and Estrella Crossing intersection noting that it has a 20.67 Rating and that regarding Wesleyann at Estrella there is food separation from DB Woods and Serenda of the existing signals and the use of proposed \$600,000 Bond Funds for FY2021. He noted that other intersections under consideration are: Northwest Blvd and Lakeway Dr. with a score of 15.33; Austin Ave and 5th Street with a score of 15.00 that could possibly need a pedestrian flasher; University and CR103 with a score of 14.67; Austin and 16th Street with a score of 11.67 and a recently installed pedestrian flasher; Austin and 10th Street with a score of 6.67 and a recently installed pedestrian flasher; Northwest Blvd and Golden Oaks with a score of 3.00; Williams and Sedro/Gatlin which is not ranked, with new mixed-use developments; Sam Houston/SE1 and Rock Ride that is not ranked, with recent enhancements; Austin and 5th Street with a flasher similar to 10th and Austin, no signal warrants met and \$100,000 FY2021 Bond funds; 8th Street at Georgetown Library with pedestrian flasher similar to 10th and Austin, new parking lot, proposed City-Center enhancements, and \$50,000 FY2021 Bond Funds; and GMC/Georgetown Municipal Complex at Industrial and Leander Road/2243 with possible pedestrian flashers similar to 10th and Austin, public/employee access, and \$50,000 FY2021 Bond Funds. Wright stated the Downtown sight distance restrictions which are: 6th Street and 9th Street at Austin Avenue; possibly remove a few parking spots; selective landscape trimming/removal; and it is an in-house effort, that is not Bond funded but could be part of the FY2021 operational budget. He reviewed sidewalks that are budgeted for a total of \$1 million and will continue with Priority 1 projects. Wright noted that there are \$1.8 million in 2015 Road Bond funds for signals at: SE Inner Loop and Rock Ride Improvements; Sun City and Del Webb where staff will continue to study options and provide public engagement; Shell and Verde Vista for \$600,000; SE1/Inner Loop/Maple with a roundabout design and ROW for \$400,000; Williams and Estrella with a signal for \$600,000; and flashers at Austin and 5th for \$100,000, 8th at Library for \$50,000, and GMC for \$50,000. He noted that staff is seeking feedback from the City Council on the sidewalk and intersection improvements to include in the Capital Improvement Plan (CIP) for Fiscal Year 2021, and if there is additional information the City Council needs prior to providing direction on the proposed projects.

Pitts stated that he supports Shell/Verde Vista and Williams and Estrella. He asked if the Rock Ride and Sam Houston intersection is in the County. Wright responded that Sam Houston is City and the intersection is the City. Pitts noted a school that is being located near that intersection and asked that Rock Ride and Sam Houston be considered for future improvements. Wright responded that staff has looked at that intersection. Ray Miller,

Director of Public Works noted that staff is looking at putting up a flashing yellow beacon. He added right now adding a light could lead to more accidents with people trying to beat the yellow light and coming to a sudden stop. Pitts stated that overall he supports staff recommendations.

Jonrowe supported staff recommendations and thanked staff for the new process in place to review needs. She asked that staff monitor the process because it is new. Jonrowe supported the ranking of the projects, continued use of pedestrian flashers, and the need for a public campaign explaining the flashers.

Gonzalez stated that he supports staff recommendations. He asked about the Inner Loop and Rock Ride intersection and if staff could consider moving the project up sooner.

Calixtro stated that she agrees with Gonzalez and asked clarification questions regarding SE Inner Loop and the location of the roundabout. David Morgan, City Manager noted that the challenge for this intersection is three different directions diverging into one place and roundabouts are usually most effective, instead of requiring multiple signals. Calixtro stated that she agrees with staff.

Triggs stated that he agrees with Williams and Estrella as a priority and for pedestrians, it was recently suggested to add a pedestrian flasher on Cool Breeze.

Fought stated that he is pleased with the analysis and agrees with staff recommendations. He added that he is very supportive of Vista Verde and Estrella intersections.

Mayor Ross stated that Council supports the recommendations and the possibility to move up the Rock Ride intersection.

D. Presentation and discussion regarding the FY2021 assessed value trends, and the projected tax impact of five year capital improvement plan -- Leigh Wallace, Finance Director

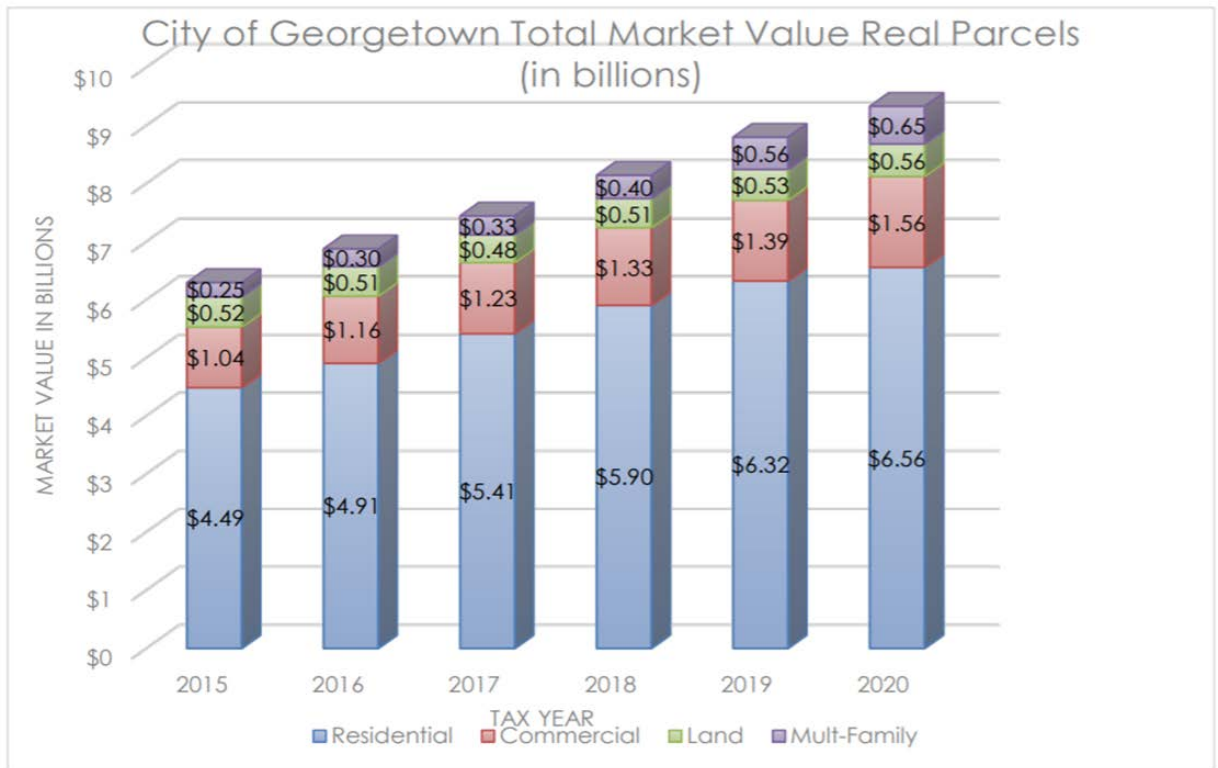
Wallace presented the item and reviewed the Property Tax process noting that the Assessed Value will be certified on July 25, 2020 by Williamson Central Appraisal District (WCAD). She noted that after the certification date, finance staff meets with the Williamson County Tax Assessor Collector's Office and verifies the Truth in Taxation form, which calculates the No New Revenue rate and the Voter Approval rate, and it is a State requirement and must be published in the local paper and on City and WCAD websites. Wallace then reviewed Truth in Taxation and explained that the No New Revenue rate is the property tax rate the City would need to charge in order to produce the same amount of property tax revenues as last year while using the new valuations of the current year. She added that typically, property values appreciate from year to year, and in most years, the increased value of a property means a lower tax rate could produce the same amount of revenue. Wallace continued, that for example, a home valued at \$100,000 with a tax rate of 42 cents would produce \$420 in

property tax revenue, and if in the following year, the home is valued at \$105,000, the No New Revenue rate would be 40 cents to produce the same \$420 worth of revenue. She stated that the No New Revenue rate enables the public to evaluate the relationship between taxes for the prior year and for the current year and was previously known as the Effective Rate. Wallace explained that the Voter Approval rate is the maximum tax rate the City can set before requiring an election to approve the tax rate, and after adjustments for debt calculations, the Voter Approval rate is equal to the effective rate times 3.5%, which was previously known as the Rollback Rate. She explained the Tax Rate Calculation Variables:

★ ★	Existing Assessed Value	↑	Decrease Voter Approval Rate	↓
	Sales Tax	↑	Decrease Voter Approval Rate	↓
	Debt Service Payments	↑	Increase Voter Approval Rate	↑
	Frozen I&S Payments	↑	Increase Voter Approval Rate	↑
	TIRZ \$	↑	Increase Voter Approval Rate	↑
	New Assessed Value	↑	Increase Voter Approval Rate	↑

★ = controlled by City Council action

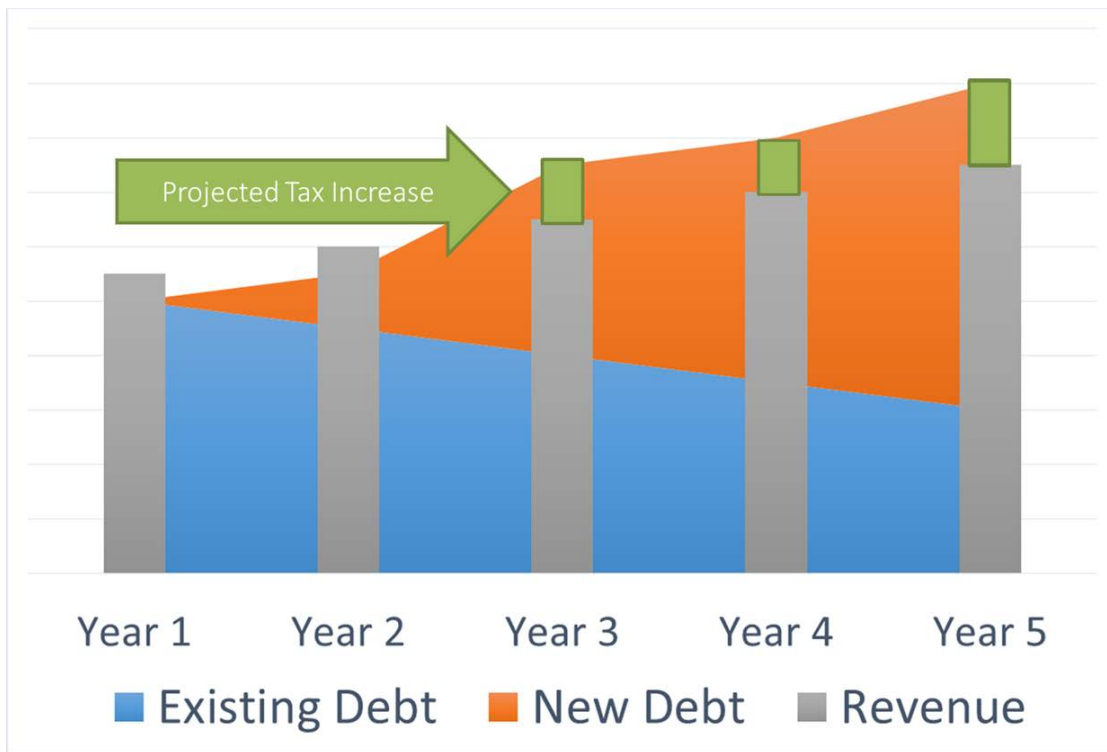
Wallace reviewed the Assessed Value Growth provided by Williamson Central Appraisal District as follows:



She then explained what has changed since last year using un-certified values as follows:

	FY2020	FY2021 Estimate	Variance
Taxable Value	5,589,310,032	5,917,584,187	5.87%
Tax Ceiling Value	2,798,934,703	2,787,977,971	-0.39%
New Value	345,789,565	461,524,141	33.47%
TIRZ Value	392,282,210	480,230,032	22.42%

Wallace reviewed what tax-supported debt is by noting that it is debt repaid with property taxes via either: voter approved General Obligation bonds for parks and trails, roads and bridges, and sidewalks; or Certificate of Obligation bonds for facilities, capital equipment, and vehicles. She explained how the model works noting that as older bond issues are fully paid off, payments for existing debt decline, the City Council prioritizes capital projects and new debt to pay for them, and the tax rate brings in the appropriate amount of revenue to pay new and existing debt.



Wallace explained the assumptions made by staff for years one thru five (2021 – 2025) which were: \$300 million to \$175 million of growth in new value and 4 - 3% growth in existing value, combined growth is 7 to 5% growth year over year; 3.5% growth in tax ceiling revenue; tax rate for debt service and distribution of O&M (46.5%) and I&S (53.5%) tax ceiling to remain constant; and interest rates at 2.8% thru 3.7%. She added that the model results, for the past few fiscal years, have allowed the City to issue around \$17 million of new tax supported debt without raising the tax rate and projections for FY2021 through FY2025 are the capacity to issue around \$18 million of new tax supported debt without raising the tax rate. Wallace then provided the summary of five-year Capital Improvement Projects (CIP) as follows:

5 Year Tax Supported CIP	FY2021	FY2022	FY2023	FY2024	FY2025
Tax Supported					
Facilities	4,700,000	0	6,000,000	12,150,000	15,850,000
Fleet	3,230,000	2,781,500	3,227,400	2,647,500	2,484,000
Other	363,278	0	0	0	0
Parks	1,945,000	750,000	6,700,000	4,250,000	250,000
Public Safety	805,000	300,000	0	0	
Streets	6,800,000	14,600,000	3,000,000	1,000,000	0
Tax Supported Total	17,843,278	18,431,500	18,927,400	20,047,500	18,584,000
Grand Total	17,843,278	18,431,500	18,927,400	20,047,500	18,584,000

Wallace stated the next steps which are: getting Council's feedback on the proposed CIP projects for FY2021; staff will provide an estimate on the No New Revenue and the Voter Approval rates at the Budget Workshops on July 21 and 22; certified tax roll on July 25th; and FY2021 Proposed Budget presented to Council August 11th and start tax rate adoption process.

Council had no comments or questions.

Executive Session

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

E. Sec. 551.071: Consultation with Attorney

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

- Litigation Update
- PEC Franchise
- Net Metering

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchase Power Update

Mayor Ross recessed the meeting into Executive Session at 4:53 p.m. noting that Executive Session would start at 5:05 p.m.

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

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

The Georgetown City Council will meet on Tuesday, July 14, 2020 at 6:00 PM at the Council Chambers at 510 West 9th St., Georgetown, Texas 78626.

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

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

Regular Session

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

A. Call to Order

Invocation

Charles Moran with Faith Impact Church led the invocation.

Pledge of Allegiance

Council Member Pitts led both pledges.

Comments from the Mayor

Mayor Ross the additional mask guidelines that have gone into place since the last Council meeting.

City Council Regional Board Reports

Mayor Ross had no reports.

Announcements

There were no announcements.

Action from Executive Session

No motions out of Executive Session.

Statutory Consent Agenda

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

- B. Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on June 23, 2020 -- Robyn Densmore, City Secretary
- C. Consideration and possible action to approve the **membership** of a **Bond Citizen Committee** to determine a **potential Mobility Bond package** targeting the **May 2021 election date** -- Bridget Hinze Weber, Assistant to the City Manager
- D. Consideration and possible action to approve a purchase with **Stonhard**, a division of StonCor Group, for **floor coverings, supplies, and services** at the Georgetown **Animal Shelter** utilizing The Interlocal Purchasing System (**TIPS**) **RFP 171103** in the amount of **\$81,961.00** -- Jack Daly, Community Services Director
- E. Consideration and possible action to approve a **Task Order** for **Professional Services** with **Lone Star Appraisals and Realty, Inc.** in the amount of **\$83,000.00** for the **Berry Creek Interceptor Project, Phases 1-3** -- Travis Baird, Real Estate Services Manager
- F. Consideration and possible action to approve a Resolution **abandoning** a **10' wide public utility easement** across Lot 1, Block 1, Re-subdivision of East 1/2 of Block 37 of the Snyder addition; and, authorizing the Mayor to execute all necessary documents -- Travis Baird, Real Estate Services Manager
- G. Consideration and possible action to approve a **Memorandum of Understanding** with the **Texas Department of Transportation (TxDOT)** for the **maintenance and operation** of a **traffic signal** at the **intersection** of **Leander Road** and **Southwest Bypass** -- Ray Miller, Director of Public Works
- H. Consideration and possible action to approve a **Memorandum of Understanding** with the **Texas Department of Transportation (TxDOT)** for the **mowing and maintenance** of **certain rights of way along IH-35** within the City Limits of Georgetown -- Ray Miller, Director of Public Works

- I. Consideration and possible action to approve a **Task Order SBE-20-001** with **Steger-Bizzell Engineering, Inc.** for **engineering and design of Drainage Improvements** at **various locations** within the City of Georgetown in the amount of **\$109,558.00** -- Ray Miller, Director of Public Works
- J. Consideration and possible action to approve **lease rate reduction**, on a **T-Hangar**, for the **Apollo Composite Squadron** of the **Civil Air Patrol**, a United States Air Force Auxiliary -- Joseph A. Carney, C.M., Airport Manager and Ray Miller, Director of Public Works
- K. Consideration and possible action to execute a **Memorandum of Understanding** between the City of Georgetown, the **City of Round Rock**, and the **Brazos River Authority** for a **Water Resource Evaluation Project** for **Williamson County** -- Glenn W. Dishong, Director of Water Utilities

Motion by Pitts to approve the entire consent agenda as presented, second by Fought.

Roll Call Vote

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

Legislative Regular Agenda

- L. **Public Hearing** and possible action on a **proposed determination of no feasible or prudent alternative** to the use of a **portion of public parkland**, being a portion of **San Gabriel Park** located along the **southside of FM 971 between Riverhaven and Austin Ave.** for the **relocation** of an **existing water line** -- Travis Baird, Real Estate Services Manager

Baird presented the item and reviewed the background information noting that Northwest Blvd is being extended from the west side of IH-35 to the west line of Austin Avenue with the purpose of the extension to enhance mobility across the IH-35 corridor between east and west Georgetown, and the extension and new intersection will create an offset intersection with existing FM 971 at Austin Ave. He explained the FM 971 realignment and provided a map of proposed realignment. Baird explained the key considerations which are: FM 971 is being adjusted to meet the NW Blvd/Austin Ave. intersection; this adjustment will cause the right of way to overtake and displace the City's existing waterline on the south side of FM 971, between Riverhaven and Austin Avenue; and leaving the existing waterline in place would

cause future conflict with TXDOT, cause potential future conflict with area utilities, complicate maintenance of the line, and require damaging TXDOT facility, closing lanes, etc. He then noted that moving waterline to north side existing TXDOT right of way would: require additional easement; have unknown impacts on use of that property; and complicate service connections to the Park. Baird stated that CIP staff has worked with Parks staff to adjust line to limit impacts of: little impact from construction; any damage caused by construction will be repaired; and no impact to current use of the area by the park regarding open space, landscaping, trails, etc.

Baird read the caption.

Mayor Ross opened and closed the at 6:12 p.m. as there were no speakers.

Motion by Pitts to have the Council make a finding of no feasible and prudent alternative to the use of a portion of the public parkland known as San Gabriel Park, owned by the City of Georgetown, for the relocation of a waterline, second by Fought.

Roll Call Vote

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- M. **First Reading** of an Ordinance **amending Section 12.20.050** of the Code of Ordinances entitled **“Prohibited Practices”** relating to the prohibition of **consumption of alcoholic beverages in certain City Parks** -- Kimberly Garrett, Parks and Recreation Direction

Garrett presented the item and explained the need for amending Section 12.20.050 by explaining the history and current usage of Blue Hole Park. She noted the need for safety and negative behavior at Blue Hole Park.

Garrett read the caption.

Motion by Pitts, second by Fought.

Council had no questions or comments.

Roll Call Vote

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

Approved 6-0 (District 2 vacant).

N. Forwarded from General Government & Finance Advisory (GGAF):

Consideration and possible action to award **JP Morgan Chase Bank** as the City's **depository bank** for a **one year and eight month term beginning September 1, 2020 to April 30, 2022** with no options for renewals and to authorize staff to negotiate a depository services contract with JP Morgan to bring back to Council for approval -- Elaine Wilson, Controller

Before the presentation of the item began, Mayor Ross noted that Council Member Gonzalez was recusing himself from this item.

Wilson presented the item and reviewed the Bank Depository RFA and selection process. She noted the background and terms stating that Texas Local Government code, Chapter 105 requires that the City solicit applications every 5 years and the current bank depository is JPMorgan Chase. Wilson stated that JPMorgan Chase has been the City's depository since 2006 and the current contract expires August 31, 2020 with no renewal options remaining, and due to certain factors considered, the City is looking to change the new initial contract term from a typical two-year term. She continued that Valley View Consulting provides depository evaluation services as part of the City's Investment Advisory Services agreement.

Susan Anderson with Valley View Consulting thanked the Council for the opportunity to be the City's financial advisor and reviewed services they provide.

Tim Pinon with Valley View Consulting noted the experience that the firm brings to the City and the process of reviewing applicants for depository services.

Wilson continued the presentation and noted that Valley View's knowledge in this area gives the City an apples to apples comparison in all aspects of the evaluation including but not limited to cost of service, compensating balances and earnings credit, to better compare the banks' bids and make a recommendation. She stated that approximately 12 City departments make deposits to the bank either daily or every other day; approximately 20-30 employees interact with the depository daily or weekly through deposit services, image cash letter services, online-reporting services, positive pay services, wire transfers and ACH transmission services; and additionally, the City's IT department helps to support integrations with the different systems citywide. She reviewed the services requested which

are: on-line banking services; controlled disbursement account; zero balance account; positive pay; account reconciliation service; ACH; ACH debit blocking; BAI2 file transmission; wire transfers; remote deposit capture/image cash letter; consumer bill pay processing; funds availability; employee check cashing; returned check reprocessing; account analysis; and audit confirmations. Wilson noted the evaluation criteria which consists of: ability to perform and provide the requested services; reputation and quality of service; cost of services; transition costs, retention/transition offers and incentives; funds availability; interest paid on interest bearing accounts; earnings credit rate on compensating balance; physical location within municipal boundaries; convenience of location(s); completeness of application; financial strength and stability of institution; and previous service relationship with the City. She then reviewed additional factors and risks of: the City just spent \$33,840 in setup and testing of bank integrations between the Workday Financial system and JPMorgan Chase (Incumbent bank); staff is still working through Workday conversion related issues to stabilize the system prior to fiscal year and audit. Bank integrations are stable at this time; transition to a new bank will require 8-12 weeks of transition set up and testing which will crossover into fiscal year-end; this will be the first year-end close in the new Workday financial system which will require staff dedication to the close process to ensure a timely and accurate year end close and a successful audit; staff turnover; and the COVID-19 Pandemic. Wilson stated that the applications received were from JPMorgan Chase, BBVA, Independent Financial, and Verabank, and while Independent Financial and Verabank submitted applications with overall lower costs, they were not able to provide all the required services requested. She then reviewed the fees for cost of service with JPMorgan Chase waiving three months of fees as a retention incentive; BBVA waived 2 months fees plus \$11,000 for transition costs, with \$2,000 in set up fees (net \$9,000 to cover transition); estimated transition costs for BBVA \$36,000; and transition costs include \$16,740 in consulting fees for banking integrations and \$19,260 in City staff time/materials costs.

	Est. Monthly Fees for Svcs	Est. 1 Yr 8 Mo. Fees for Svcs only	Est. 1 Yr 8 Mo. Fees for Svcs w/Incentives & Transition costs
BBVA Compass Bank	(\$3,356)	(\$67,120)	(\$89,253)
JPMorgan Chase	(\$4,090)	(\$81,800)	(\$74,073)

Wilson reviewed the earning potential noting that both banks offered a hybrid earnings credit rate (ECR), which includes both soft and hard interest earnings and while costs for services are locked in for the term of the contract, ECR and actual hard interest earnings are “bank managed” and subject to change at the bank’s discretion, and since the evaluation started, rates have lowered at some banks. She stated that hybrid ECR rates bid have no floor (no guaranteed minimum), so staff included them in the evaluation, but they are not an overriding factor; fees net of Earning Potential; and ECR/interest earnings based on initial bid rates.

	Est. 1 Yr 8 Mo. Fees for Svcs w/Incentives & Transition Costs	Est. 1 Yr 8 Mo. Potential ECR/Interest Earnings	Est. 1 Yr 8 Mo. Net Fees
BBVA Compass Bank	(\$89,253)	\$72,834	(\$16,419)
JPMorgan Chase	(\$74,073)	\$40,787	(\$33,286)

Wilson noted the differences in service provided and that JPMorgan Chase requires a bank assessment paid by City and free deposit bags, and BBVA Bank provides bank assessment waived and free deposit bags, endorsement stamps, and deposit slips. She noted that the recommendation from General Government and Finance Committee (GGAF) is stay with the City's incumbent, JPMorgan Chase with a limited term to allow the City to overcome the following factors/risk: opportunity costs of transition to be used for the items below; Workday system stabilization during year end; year-end close of new financial system brings new processes and requirements for staff; filling staff vacancies; and COVID-19 reimbursement support.

Wilson read the caption.

Council had no questions or comments.

Motion by Pitts, second by Fought.

Roll Call Vote

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Recused

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

- O. Consideration and possible action to approve a **Municipal Services Agreement** with **The Annunciation Maternity Home, Inc.** and **Shell 105 Joint Venture**, for the provision of municipal services to an approximately **0.763 acre** tract of land out of the William Roberts Survey, Abstract No. 524 and a **0.109 acre** portion of Shell Road, a right-of-way of varying width of record described to Williamson County, Texas, generally located at **3700 Shell Road**-- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and reviewed the Location Map, Aerial Map, and tentative schedule of: July 14th Municipal Services Agreement; July 28th Public Hearing and First

Reading of Ordinance held at City Council Meeting; and August 11th Second Reading of Ordinance at City Council Meeting.

Nelson read the caption.

Council had no comments or questions.

Motion by Pitts, second by Triggs.

Roll Call Vote

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

- P. Consideration and possible action to approve a Resolution of **no objection** and **two times the state average per capita acknowledgement** for **KCG Development, LLC**, to apply for **Housing Tax Credits** for the construction of **206 units of affordable housing** for **families** to be known as **Espero Landing** located at **Sam Houston Ave. and Bell Gin Rd.** -- Susan Watkins, AICP, Housing Coordinator

Watkins presented the items P&Q together. She noted that staff had received the HTC Resolution application and it included the following: application form; zoning verification; Public Outreach Plan; draft Resolutions (Two-times and Support); and Letter of Intent with detailed information. Watkins provided the THC Process Overview noting that the application was submitted 6 weeks prior to the Housing Advisory Board (HAB) meeting on May 4, 2020; HAB provided review and recommendation on June 15, 2020; neighborhood meetings were held, two with one three weeks prior to Council action; City Council review and approval are scheduled for June 23 and July 14, 2020; and Resolution of Support or No Objection for inclusion in application. She stated that Public Meeting #2 was held Friday, July 10, 2020 virtually via Zoom. Watkins said that the Low-Income Housing Tax Credit (LIHTC) income-restricted units per 100,000 residents and Texas ranks 23 out of 57 states and territories. She noted the number of residential properties in City Limits with Local Option Freeze:

		% of Total Assessed
Over 65 Freeze Assessed Value	2,941,956,209	33%
DP Freeze Assessed Value	85,448,648	1%
Frozen AV Total	3,027,404,857	34%
Total Assessed	8,797,580,558	

Watkins reviewed the possible action and motion options which are for Council to approve resolutions of no objection and two times acknowledgment or deny resolutions of no objection and two times acknowledgment. She added that there is a consideration where the Governor granted waivers on certain resolutions for Housing Tax Credit Applications with disaster declaration in place.

Watkins read the caption for Item P.

Mayor Ross noted that because there are 20+ speakers each speaker will be allowed 2 minutes.

Densmore read public comments that were submitted via email in the following order (comments appear exactly as submitted):

Lou Snead

As the chair of the Housing Advisory Board for the City of Georgetown, I am asking the City Council to vote in favor of the two KCG development projects at Saddlecreek that rely on federal housing tax credits in order to get built. In seeking to address the need for additional workforce housing in our community our Housing Advisory Board has found that:

1. These low-income housing tax credit projects are among the only means available today to encourage developers to build needed workforce housing at below-market prices.
2. There is no cost to the City of Georgetown for approving this project; only a commitment to increasing housing options for our essential workers- school teachers, public safety employees, health care workers, and retail workers.
3. Recent research conducted on the last three housing tax credit projects completed in Georgetown in 2019 indicates that all the below-market housing units were filled within months and there is a substantial waiting list for these units to come open.
4. Increased housing density in the Saddlecreek area will encourage future commercial development in that part of the City.
5. The high cost of land in Georgetown severely restricts where developers can build workforce housing that will provide optimal public transportation, shopping, and easy access services.
6. Property development that allows for property tax exemptions, as the Sun City development provides for seniors, suggests that the City of Georgetown has long appreciated the value that certain tax exemptions provide in creating a diverse and economically stable community.

For these reasons, I encourage the City Council of Georgetown to approve the KCG development plan as submitted.

Lou Snead, Chair
Housing Advisory Board

Heather Castro

We bought our home 2 years ago in Saddlecreek and were not told there could be apartments within the border of the neighborhood. This will drastically devalue our home potentially. Also the increase in traffic will lower our quality of life, as right now it is very peaceful and very little traffic on our side of the neighborhood (which is right around the corner from the proposed apartments.) Please also consider that Mitchell Elementary is already very full and is projected to be over capacity very quickly again even with Williams giving us some relief this school year.

Richard Glasco / Georgetown Housing Initiative

Thank you Mayor and Council for this opportunity to address you tonight on this very important issue. Let me begin by pointing out the obvious about this alleged issue. Whether KCG builds on this parcel or not, the fact remains that apartments will still be built there. Secondly, the taxation issue with the property is a interesting one since council has seen fit to bestow multi millions of dollars in tax abatements to retail companies to move here. Now it seems some members have got " religion" on this subject to oppose this project because we can't afford the loss of tax revenue! Now let's move on to probably the most disturbing of all. As I drive around town, I can't help but see the signs saying " Heroes work here ". What a noble and kind gesture to honor those who put their lives on the front lines of this pandemic. Those heroes happen to be workers at our hospital and nursing facilities here in town who are essential to those businesses. Heroes operating on the front lines in a pandemic. We will find out tonight what kind of heroes a majority of the Council think they are. I support KCG's application to build.

Brian Combs

I would like to ask the Council to block the development of tax credit housing and senior housing at Bell Gin and Sam Houston. We moved into SaddleCreek with no knowledge of this development and we now fear for our home values, aesthetics of our neighborhood and rising crime rate that statistically comes with low income housing. We also would have the addition of lots of added traffic. We already have traffic from Mitchell Elementary and Wagner Middle schools in addition to the Idea school being built at our entrance, which is another project we had no knowledge of upon the purchase of our home. There are many plots of land throughout Georgetown that could accommodate this project without encroaching on an existing neighborhood.

Thank You for your consideration

Suzy Pukys

As a 22-year resident of this wonderful community and a member of the Steering Committee for the 2030 Comprehensive Plan Update, I was honored to take part in a process that created policy recommendations to achieve the City's 2030 goal to "ensure access to diverse housing

options and preserve neighborhoods, for residents of all ages, backgrounds, and income levels." Through this process, City staff provided substantive research that pointed to the need to diversify and expand housing options in this community, particularly for low-income, workforce, and senior residents.

While Council has already provided strong leadership and support for affordable housing over the last 5 years, the data suggests that we will need to extend the inventory for all types of housing to accommodate our growth over the next 10 years. This includes affordable housing for workforce and senior residents, which is why I support the proposed development of Espero Landing and Asperanza Heights at Saddlecreek.

This proposed development has the potential to allow many of our essential workers to live where they work, thereby becoming full contributors to this community and improving their quality of life. Additionally, it has the potential to help our seniors living on fixed incomes who are cost-burdened by their housing. It also aligns with policies adopted by Council earlier this year, specifically Policy H.5 - Support and increase rental choices for low-income and workforce households and Policy H.6 - Support rental choices for senior households.

Given the impact COVID-19 has had and will continue to have on employment and job loss, coupled with the expectations placed on essential workers to provide this community with critical resources and services, I respectfully ask that Council consider this development as a pathway to accommodate the basic need of housing for some of the many individuals who work here while earning less than our area's median income, so that they may have the potential to thrive and make Georgetown their home.

Neil Grobler

Good evening Council,

As I did last month, I am once again writing in to express my concern about the proposed affordable housing project in the Saddle Creek neighborhood. The proposed location for this project is illogical and will help neither party - the current residents of Saddle creek nor the future potential residents of this proposed housing community. There is no proximity to potential employment, no consistent public transit, nor shopping/grocery within a reasonable vicinity. This affordable housing project would thrive in an area closer to a city center, not in a newly developing suburban area that only has access to one major road - a toll road. I also believe that the division of economic development is apparent at i35. Saddle creek is providing Georgetown with an opportunity for continued positive growth on the East side of i35 - in comparison to the West of i35 from Wolf Ranch continuing down 29. This lot would better serve as a light commercial area to promote further economic growth in this part of our beautiful city of Georgetown. I strongly encourage all of you to oppose this project for the betterment of OUR city as a whole. Thank you for your time.

Ashley Hawkes

Dear City Council,

We would like it to be known that an approval given to KCG to build their tax exempt community is not beneficial to our community or the city of Georgetown. To add additional people to the city who will use its resources but not add to the taxes will create a heavy burden

on the school systems and the essential systems such as our law enforcement. The public records prove that these tax exempt communities that already exists in Georgetown have high crime and traffic rates according to the 911 call records.

KCG has attempted to pull the wool over our eyes by statements that the people who will be living in these “rental only” apartments are the very people who put taxes provide salaries for. If you talk directly to those people many of whom already have purchased homes in Saddlecreek they will agree that they are not interested in the community. And that they themselves wouldn’t fee comfortable living in a tax free place where they didn’t contribute to the economy and they own fellow salaries. The actual consumers of these rentals will not be essential employees that want what’s best for our city but instead those who try to live off the “handouts” instead burdening our infrastructure within Georgetown. These same people also should be able to live in a location that would better suite them, easy access to public transit which doesn’t exist out here at Saddlecreek, or commuting to work with ease considering the closest option here is a costly toll road.

For us personally this would devalue and undermine and future growth to our home values as well as our school ratings. We are invested in this home and were not informed ahead of time that this land would be used for such a negative impact apartment complex. We know that the land will and should be developed and we understand that and just desire that it be something that will add value to our community and share in the same ways we do such as paying taxes or increasing value to properties.

Thank you for your time and consideration of our Saddlecreek community.

Julia Hoy

Mayor Ross and Council Members,

My name is Julia Hoy and I am a resident of the SaddleCreek neighborhood in District 7 in Georgetown. I am writing to you hoping that you will support our neighborhood by voting against the construction of 206 units of affordable family housing to be known as Espero Landing and the additional 144 affordable housing units for seniors to be known as Asperanza Heights, as detailed in Items P and Q on the July 14, 2002 agenda. The construction of said housing developments by KCG Developments raises several concerns for the residents of SaddleCreek.

Most residents of SaddleCreek purchased in this neighborhood due to its rural location. We are able to enjoy a rural lifestyle, while still residing within the Georgetown city limits. Upon speaking with many of the residents in the neighborhood, we found that most were told by our respective builders’ representatives and the developer that the parcel of land on which KCG is proposing the housing units was zoned as “light commercial” and would most likely be developed as small office centers or a small shopping center. I was told this in 2018 when I purchased here, only later to find out that this parcel of land was rezoned as multi-family in 2015. The residents of the neighborhood feel that we were deceived by our builders in order to sell property.

An additional concern of SaddleCreek residents includes the fact that Espero Landing and Asperanza Heights are to be built on property that is within the boundaries of an HOA neighborhood. We are very proud of our neighborhood and have worked hard to build a

strong community. Residents are concerned with the impact that will have on the SaddleCreek neighborhood, including increased traffic on Sam Houston Avenue, Rock Ride Lane and within the boundaries of the SaddleCreek neighborhood itself, a potential increase in undesirable activity such as graffiti and theft, a potential increase in non-SaddleCreek residents using the amenities that residents pay HOA fees for.

We are concerned that the impact to area services will be a burden to the City of Georgetown, including the Georgetown Police Department. KCG is requesting to be 100% exempt from paying property taxes, which, as you know, helps fund area schools and other services. We, as residents of single-family homes within the SaddleCreek community, are required to pay property taxes on our homes. This should be a requirement for KCG as well. Using a non-profit as a cover for a 100% exemption is not in the best interest of the City of Georgetown, Georgetown ISD or any of the other entities that depend upon tax dollars for operational funding. We understand that the Georgetown area is a hotbed for growth and realize the potential of such growth, but we also know that increased growth requires additional funding. By granting 100% tax-exemption for KCG, we are allowing our city and county resources to be further strained, without providing the necessary funding. KCG must be willing to pay their part in order to help Georgetown grow in a positive, progressive manner. We trust that you will support the residents of SaddleCreek and will do what is in the best interest in the City of Georgetown. Please vote against the KCG developments.

Respectfully,
Julia Hoy

Stephen and Mary Bugg
Council,

I write today to please ask your consideration to not pass the KCG Development in Saddlecreek. You will have those that say everyone deserves affordable housing and a chance to live in these areas. While this is true a 100% tax exemption is not the answer for this development. Georgetown has its share of affordable housing and the surrounding cities should be an area these developers look at. We in Saddlecreek have worked hard and saved to have our homes that we pay taxes on and pay for the upkeep to ensure Georgetown stays an inviting city. Why should we foot the bill for our public services such as fire and police since these would be services that they would also be entitled to. We as a community do our part to pay into our taxes to ensure these public services are available. But, you have a developer looking for a large tax exemption while they make money off our city and not give us anything back in return? Last meeting someone on council mentioned they would pay sales tax when visiting businesses, etc and put into our local economy. Well that's not good enough.

Please protect our home values and our city and please vote no.
Thank you for your time.

Eric Nanez

Good Afternoon Council,

I live in the Saddlecreek neighborhood and I oppose the KCG development. Thank you ,

Jessica Wells

As a single mom on a fixed income, I worked extremely hard to invest in a home and community where I would feel safe and sure of my investment. The news of affordable housing, at the end of my block creates a gut wrenching blow to myself and I am sure to everyone else. I have worked to provide programming that they mention they will offer, to these types of affordable housing and have seen first hand the negative impacts on the community. As a result of feeling unsafe at work or even parking my vehicle, I resigned from programs and activity director. Now imagine the feeling of finding out this same type of affordable housing will be down the block.

Keely and Derek Wolf

Georgetown City Council,

Thank you for a short minute to hear my family out regarding the affordable housing/senior living complex being proposed.

I will make this to the point. Our family is against this development in many ways.

Almost two years ago I uprooted our family in order to take a job in Georgetown, because this is where I've ALWAYS wanted to work. Little did I know I would love it so much that we would sell our quaint little home in Granger, to live in this community We both work for. This process took over a year and we finally settled on our humble little home in Saddlecreek. We couldn't have been happier with this decision. We even plan on placing our future children in GISD because of the school system as well as our love for our school resource officers from GPD.

This was almost uprooted when we heard about the plans to place this development, literally in our back yard. We live directly off Bell Gin and this would set across the street from our back fence. This was devastating to us because we planned for this to be a 10 year (at least home) and if this development is placed here, we cannot financially afford for our investment to lose value. We would have to sell again and relocate in order to maintain our ability to maintain some sort of equity. We poured our savings into this home and we continue to love it and this city.

This development will definitely bring a significant rise in crime and lower the property value for everyone within this subdivision, who like us, have spent so much to purchase and maintain a very beautiful subdivision.

The largest issue we see with it, is in the strain this tax exemption will place on our beloved public safety professionals. We are both first responders, so this increase in stress, workload, and calls for service hits close to home. There will be no tax compensation from this development for the city, however it will add to the strain our public safety men and women face every day. There will be no increase in personnel for Fire/EMS/Police to cover this additional (very large) complex either, on top of an already strained public safety system.

I could also touch on how there is ZERO convenience in this area for public transportation or daily life needs (groceries within walking distance).

As stated before by other council members, it is time for other cities to take their share and develop these in their cities. Georgetown holds a very high percentage of affordable housing

developments with very little tax assistance to afford the increase in public safety needs. I understand all citizens deserve the right to affordable housing, and I support that completely. I just understand there are better areas and cities for developments like this to be placed, without all of the negative consequences the City and many of the citizens will have to bear. Thank you for the time taken today to listen to our concerns.

Christina Maloof

My husband, Christopher Maloof, and I oppose allowing KCG to build approximately 350 tax-exempt apartments in the Saddlecreek subdivision. Our reasons include:

1. Because the project is tax exempt, the owner will not be adding to the tax base to help cover the cost of schools and other essential services for their residents. This cost will then be borne by existing taxpayers.
2. Because the majority of the residents will have jobs, and there is no public transportation or the ability to walk to work, there will be the possibility of at least 350 more cars on our neighborhood streets.
3. Adding affordable apartments will negatively affect the value of our homes and the quality of life in our neighborhood.

We encourage the Council to rezone the property in question either for single family homes or light commercial, such as office or food service.

Thank you for your consideration.

Courtney Merchant

Dear council,

My husband and I love being a part of the Georgetown community and we love our neighborhood, Saddlecreek. It has been brought to our attention that affordable housing is being proposed within our neighborhood. We were not informed of this decision when we purchased our home here, so we were blindsighted by this proposal. This is extremely disappointing for us and our growing family. We were first drawn to Saddlecreek neighborhood because of multitude of single-family homes; we specifically chose Saddlecreek to get away from apartment buildings. Apartments, especially over time, bring about more crime. My husband is a State Trooper and can concur to this fact.

While there are already many affordable housing and apartment complexes within Georgetown, I believe that our neighborhood would benefit for the area to be re-zoned to a retail property. Retail would bring about more value to homes while apartments will only devalue our homes, especially overtime.

I really appreciate your time and consideration for opposition of this proposed property development.

Donald Merchant

Afternoon Council,

My name is Donald Merchant, I am emailing you to voice my personal concerns with a affordable housing complex that is being proposed for Saddle Creek by KCG. My wife and I are building a house in the neighborhood. Sir, I have lived in various apartment complexes

for the past tenish years. I have even been a courtesy officer in one for the last three years. Mostly, I handle noise complaints, domestic disturbances, and narcotics calls; these calls happen almost daily. What I have to say about apartment complexes is not positive, in my personal and professional opinion apartment complexes are a breeding ground for crime. Majority of my arrests come from people that reside at apartment complexes. This is the unfortunate truth. I don't believe compromising safety of the community for this proposed development is worth any benefits KCG could offer. In the long run, I believe Georgetown PD will have to spend a lot of time and resources to ensure public safety around this area if the affordable housing proposal is approved. Council, if you would like, I can compile crime statistics to prove to you that approving this development would be unwise for the greater good of the Saddle Creek community and furthermore for the greater good of Georgetown. I believe a better solution for the land is to develop the land into a business center. We can both agree the area of Saddle Creek will boom with development in the next few years, wouldn't it be better to introduce consumer economy with small businesses? Council, if there is anything I can do to help gain support for disapproval of KCGs affordable housing complex please let me know.

Thank you for your time.

Pedro Abundis

Completely opposed Q y P I live in muster bend affordable housing makes no sense in saddle creek being neighborhood so far from bus lines or anything and completely oppose to the idea of them getting 100% off property tax exemption.

Emma Rosales

Completely oppose q and p.

I do not agree on them getting 100 tax exemption.

Dan Bonner

From: Rev. Dan Bonner

Vice President for Development Emeritus of Wesleyan Homes Member Emeritus of the City of Georgetown's Commission on Aging

Subject: Current proposal on two new affordable housing developments for SE Georgetown

Dear Friends,

I write as a grateful citizen of Georgetown. You and your predecessors have done so much in my sixteen years here to provide economic and social public policy and support to keep pace with our fast-growing and increasingly diverse community. We are well along the path to realizing our aspirational goal: To becoming A City of Compassion and Excellence for all of our citizens.

Last year my wife, Sue, and I moved into a cottage home in The Wesleyan at Estrella campus of Williams Drive. We are happily now living among the approximately 450 senior adults who live on our Estrella campus. To help us all, Estrella's campus today employs a staff of 455, the vast majority of whom work in essential positions and receive an hourly wage.

Shortly before we moved, I accepted Wesleyan Homes' invitation to serve part-time as the Chaplain of our Assisted Living Community (ALC). This home for 81 senior adults sits at the entrance to our Estrella campus at the intersection of Williams Drive and Estrella Crossing.

Two year ago The Live Oak Apartments (LOA) opened next door to our ALC, between the ALC and The Catfish Parlor on Williams Drive. This modern apartment complex provides, based on availability and income qualifications, all of its apartments on a 30-50% reduction from LOA's published market rates rents.

In informal one-on-one conversations between me and several AL teammates, when asked about the LOA, most expressed an interest. I learned one of these teammates already moved into the LOA complex and happily now walks to work. Prior to his/her move into LOA, this employee drove a considerable distances to and from work at Estrella. Now he/she expresses higher job satisfaction because he/she can work and live in Georgetown.

I share this story to give you an "on-the-ground case" of the positive difference affordable housing makes in hourly wage earners' quality of life and job satisfactions. I believe that many hourly employees in Georgetown who can make this choice are likely to be more stable employees and productive citizens. For this reason, I urge you, our city's leaders, to support the two proposed new affordable apartment projects before you, Espero Landing and Asperanza Heights.

Erin Hall

I venomently oppose low cost housing to be built in saddle creek. I moved my elderly mother there in her own house, I moved behind her, and i about to purchase my 3rd house within the development. If this low cost housing is approved...i will be moving out, move my mother out and pull out on the 3rd property. U don't spend \$500k on two etirement homes to lose value on it due to low cost housing 3 yrs after u move in. Find another place in Georgetown that doesn't have an hoa. I am appalled that this is even a consideration. You wouldn't want low cost housing to be placed two streets over from your home would you.? If I move, I moving completely out of Georgetown. Please do not approve this low cost housing in saddlecreek.

Jolene and Andrew O'Brien

We are in support of affordable housing in Georgetown. The 2030 Comprehensive Plan was something that council and experts in our community put In many hours to develop. I would like to note that affordable housing was a key need for Georgetown and Williamson County. This will assist those who work in the service industry making sure our parents are cared by CNAs and our childcare workers have a safe place to call home. The data on the housing needs are detailed in the United Ways of Texas ALICE report and our health district data. As the CEO of United Way I support affordable housing and giving all families the ability to thrive. I would also like to share my support for the KCG project personally as a resident of SaddleCreek. We need to continue to welcome those in our neighborhoods who are trying to improve their lives and get ahead as they serve us our coffee and bring us our meals. Thank you for your service.

Paul Huehlefeld

Hello members of the council,

I am writing to express my opposition of KCG's affordable housing project known as Asperanza Heights located at Sam Houston and Bell Gin. Please vote no on KCG's proposed affordable housing project, Asperanza Heights. Thank you!

Robin Jepsen

I ask the City Counsel of Georgetown to reconsider the development by KCG OF "low income" housing for the following reasons:

1. Tax credits in excess of the standard. They are asking for 100%.
2. Excessive traffic flow into a development off an arterial road at 55 mph.
3. High density housing does not fit with the surrounding development.

Many of the Saddlecreek residents, including myself have sought The Saddlecreek development because of its country feel and sense of community. We are fully invested financially and feel this type of development, high density apartments, will lower our property values. I ask that you reconsider. This is not the original zoning for this local.

Original zoning was for "light commercial". May I suggest:

1. Senior housing
2. Small strip mall providing amenities for the surrounding area

Thank you for your reconsideration in this important decision.

Shannon O'Shea

Hello members of the council,

I am writing to express my opposition of KCG's affordable housing project known as Asperanza Heights located at Sam Houston and Bell Gin. As a Saddle Creek and Georgetown resident, I have several concerns tied to such housing, both for our immediate area as well as Georgetown as a whole. Everything from the tax burden (KCG is requesting 100% tax exemption), to the increased traffic, to the strain on the ISD is concerning. In terms of assisting those in need in our community, the Saddle Creek area is simply not an ideal location for low income families. We have no public transposition, no retail in walking or biking distance, limited-to-no job opportunities, and unless you have reliable transportation, this area is a food desert for ~4-5 miles. Saddle Creek is still too rural to fully support low income individuals and families that will likely need assistance in addition to subsidized rent. Please vote no on KCG's proposed affordable housing project, Asperanza Heights. Thank you!

Norman A. Uhl II

My wife and I are building a house in Saddle Creek close to our grandkids. It was meant to be our retirement home. We are leaving an area north of Houston in Harris County that is in decline. Crime is on the rise to the point that we are afraid to take a walk in our own neighborhood. Much of the decline comes from once trendy upscale apartment complexes that declined to affordable housing and then to Section 8. It did not take long for that to happen. I currently work in EMS and was a police beat reporter for years for the local CBS affiliate. I have learned over the years that most police and EMS calls in our area for shootings,

stabblings, rapes, assaults, etc are in apartment complexes that used to be upscale. People want the newest thing so the first group that would move into the proposed development would move to the new complex leaving the old complex to reduce standards to fill apartments. Renters do not take care of property like owners do, so in just a matter of years a complex can go from nice to crime ridden. In my career I've seen this play out over and over. We are moving to Georgetown to escape that and we sure don't want to go through that again. Please protect the safety of your tax paying citizens and protect their property values by voting NO on this proposal. They aren't even paying taxes like the rest of us. Georgetown has the bulk of this type of housing. It's time for other areas of Williamson county to do their part. If this goes through we will seriously have to consider selling our brand new house to find a more secure retirement property. We thought we had found that at Saddle Creek.

Lori Brutlag

I strongly oppose the "affordable homes" KCG Developers have proposed.

1- There is no down side for the Developer, they will get a 100% tax break and wash their hands of it and move on to the next one.

2- As stated previously Georgetown already has 2x the number of affordable housing Let other cities do their share in an area that has established public transportation & employment opportunities.

3- In the proposed area along Sam Houston there is already going to be an IDEA school, yet a elementary & middle school is within a mile & the twin homes. Do we have to have every scenario in a 2 mile radius?

4- That we, as new home owners were not made aware of this, yet we will be dealing with negative repercussions for years to come. Yes negative repercussions.

Would you want this in your front yard or have multiple apartment units looking into your backyard without forewarning of this being a possibility?

I can't image that your answer would be yes. Help this developer locate another more viable location for this proposal.

Please vote no.

Thomas Roberts

This affordable housing apartments are a bad idea for us homeowners in Saddlecreek. Coming from a retired law enforcer, I personally know what comes with affordable housing units and it's nothing good. There will be a high rate of criminal activity. And with that being said, we have a few police officers that live in Saddlecreek community and will be a security risk. We need to protect the hard workers that planned and saved to be able to move into a community like Saddlecreek. I think it would be more profitable to place a commercial businesses. We are all hoping that when a decision is made, that it really hears and considers the homeowners in Saddlecreek, most of have moved away from areas that had an affordable housing near by and knows that this a disaster in the making. Thank you for your time.

Scotty Hardway

The Residents of Saddle Creek have an online petition to OPPOSE the KCG Development of Affordable Housing within the Saddle Creek Community Confines at the NW corner of BellGin & Sam Houston.

As of July 13, 2020 @ 5:30pm, we have 226 signatures:

<http://chnng.it/jrWz6tkp>

Peggy Quinn

I am opposed to having affordable housing literally in my backyard. I have a tiny courtyard and would have no privacy withonly a 6 ft privacy fence seperating me and the 2 and 3 story projects. Saddle creek is a small subdivision with already duplexes and a charter school at one entrance and now affordable housing at our other entrance. We will feel the pressure from this sandwich. Increased crime, excessive traffic flow throw our neighborhood. Property values will drop, making it impossible to sell. There must surely be a more suitable location for this project. Something like a small strip center with a convience store and gas would greatly benefit all of us here in Saddle creek. this is many of our forever homes. PLEASE help us keep our homes "SAY NO" to this affordable housing project in my backyard. I am to old and cannot afford to relocate. Thank you.

Jennifer Brown

Why on the East side again? Please do not build this complex adjacent to Saddle Creek.

Robert Niederhauser

Our family is extremely against any time of government adjusted, low income, whatever name you want to put on it, apartments to be placed in the backyard of our neighbors and WITHIN the Saddle Creek community! We have paid \$200K to\$400K for our homes in this neighborhood. Some of these are forever homes for the residents here. Bu allowing this development you WILL drop the home value drastically! Loom what happened to Georgian Place. This began as a great little couple block community and then the low income apartments were built when the buyers there were told there would be a park built. Only a few years later and that neighborhood is trash.

We were not told buy any of the builders that the land at the corner of Bell Gin and Sam Houston would be used for apartments. We were told commercial!

There is plenty of land closer to 130 that is not inside of a neighborhood to drop these into. Please keep Georgetown beautiful and don't destroy this community for greed and tax dollars! Move this development!

Sheldon Brutlag

I'm greatly opposed to the affordable housing proposed for the Saddle Creek neighborhood. The little sign they put out in the field 35ft off the road at an entrance most of the neighborhood doesn't use can hardly be called notification. We checked with our builder, Chesmar, about what else was being built here before buying our house. We weren't told affordable housing was going in. I have a picture of their community map and that area is listed as parcel D employment center. We would have never bought here if we were aware of

the possibility. Funny how the builders signs are large yet there is no signs for the affordable housing, must not be a selling point for our neighborhood nor is it displayed on the community map in the sales office.

I would propose building this housing in the community in an existing area beneficial to improving their lives.

Please oppose this.

Brandon Moore

I just bought a home in Saddlecreek and do not support the low income apartments planned to be built. Why don't y'all put them down Williams dr by the lake, or down Highway 29 by Cimarron Hills. Lets get some sustainable development in the rich communities. Lets really be inclusive. Sun City could use some low income apartments to house your maids and lawn people. We already have enough crime in this neighborhood.

Skylar West

My husband and I are new members and we oppose the complexes moving in. We came here for the open space around the neighborhood and it is beautiful. We would hate to see it blocked by the apartments and complexes. We would also like to keep the value of our home and not lose money on the house in a few years. Again, greatly oppose. Thank you.

Chris Hoy

I am a homeowner in Saddlecreek, the proposed location for Espero Landing and Asperanza Heights.....the two phases of the tax credit, reduced rent apartments KCG wants to build. I am asking you today to vote "no" on the two resolutions of no objection. This proposed project is not good for the Saddlecreek community or the City of Georgetown. KCG is asking for a 100% tax exemption while creating additional strain on resources provided by the city. As more resources are need with no increase in revenue from the proposed 100% tax exempt community, I see the possibility that my already high taxes will increase to make up for the needed additional resources. This project is not just near our community, it would be within an already established HOA community of currently 868 families, and will be growing to over 1200 families as the community fills.

Please consider how this proposed complex will affect the existing community with the possibility of lower home value, increased need of city and county resources, increased crime, and addition traffic that the current roads can not handle.

Georgetown holds one of the highest percentages of affordable housing commitments. It's time for other communities to do the same. This is not the place for an affordable housing complex. The negative impact on the existing community will be devastating to their investments as well as the future ability to recover that investment.

Again, I ask that you vote "no" to these two resolutions of no objection. This project should not be built here, where it will have the devastating negative impact it will have on our existing community.

Thank you for your time.

Georgina Mena

Good afternoon City Council. As one of the first buyers in the Saddlecreek community, I have seen Saddlecreek quickly grow and welcome so many families who made the investment to call Saddlecreek home. While I believe affordable housing should be available to those that need it, I do not believe it should be developed in a community where there is already an established price point of entry. I would have chosen NOT to buy here had we known that affordable housing would be down the street from our home. I would like to ask the council to consider the hundreds of families who have bought into this community with that understanding and vote against this development. I stand with 234 other Saddlecreek residents who have signed a petition opposing this development.

Clayton West

This is right behind our home and we strongly oppose it. We just moved here for the open space and to get away from the tall buildings. We do not want an apartment or complexes behind us. Strongly oppose! Please do not put this in here. This will decrease our value in our home.

Tracey Arguelles

I would like to express my opposition to the proposed affordable housing project at the secondary entrance for Saddlecreek subdivision. As I'm sure you've heard from numerous other residents, the negative impact to our property values will be significant. While I am a supporter of more affordable housing in Georgetown, I am not in support of the rural placement or the attaching it directly to a subdivision.

1. This type of affordable housing only benefits those who live there when in close proximity to support services such as grocery stores, drug stores, child care or medical care or with access to public transportation to services. The location doesn't meet this criteria and the 2030 plan has no accommodation to meet that criteria.

2. We have not only other Texans who have moved to Saddlecreek but countless families from other states who came here for what Georgetown provides - a safe city, solid housing investment and a family friendly town. That investment would be flushed away with approval of this proposal. We already have people financially impacted by Covid-19 that need to sell and can't because there is a chance this could be approved. And that's just based on the chance.

3. I have to ask why ANY apartment community of any kind would be placed at the mouth of any subdivision? I realize zoning was approved 5 years ago when there wasn't a subdivision with residents who would have objected. Growth in Saddlecreek Development zone should complement the primary occupants of the land being developed - that is the subdivision. Small commercial should be considered rather than apartments. Affordable housing and a neighborhood of

\$250k - 400k homes do not compliment each other. We recently discovered that a permit has been issued for a charter school at the mouth of the main entrance to our subdivision. Although that may be more complimentary, I'm still at a loss for why the subdivision is being zoned this way. I believe most of the Saddlecreek residents are in support of this type of

housing for Georgetown and likely the charter school, as well. The issue is placing these entities INSIDE of a subdivision.

I would ask that you vote against this proposal and move toward rezoning of this segment of the development.

Thank you.

Thomas and Kirsten Morava

We disapprove the building of apartments on Sam Houston and Bell Gin. Our last home in Las Vegas, Nv was by apartment complexes and the neighborhood constantly had helicopters flying over and heavy police present due to criminal activity. We understand that its a different people, state, and town. We up rooted our roots of 28 years for our family grow in safer welcoming community such as Saddle Creek showed us. Most common problems found in apartment complexes is criminal activity and heavy drug tracking. If any of our neighbors decide to move we/they have lost money in their investment and their home went down in value. The building of the apartments is not fair for our fellow neighbors and the amount of money and time they have spent in building their homes.

Shawn O'Shea

I do consent to affordable housing IN Saddle Creek community.

Vote NO.

Bring in some much needed commercial small business.

Samantha Cotharn

Thank you City Council for hearing my concerns today.

My name is Samantha Cotharn and I am a 5th generation from Georgetown, TX. I take a lot of pride in being from this community and the opportunity to raise my children here near my family. Over the years I have seen Georgetown grow, and with that growth there have been challenges for affordable housing options. While I do agree the need for more affordable options to help those who keep our hometown thriving, I do NOT believe this location is the right place. We keep hearing from the developer that if they build it will bring businesses, when in fact they have no proof or business proposals that ensure that will happen. My family owns the property directly across Bell Gin from this proposed lot, and there is no confirmation of light commercial businesses coming any time soon.

Another concern I have is the accessibility to the city's amenities, stores, and businesses. I have seen other tax credit housing, and their community members frequently use the City bus system or they are located in a reasonable proximity to local stores, hospitals and food establishments. I believe both the multifamily housing and senior living will need to have access, and there is not even a bus route that comes out to Saddle Creek. I grew up in a part of town that was right next to section 8 housing, and other tax credit style homes, and I can promise you I understand the need, but I think Georgetown can find a better plot of land for this development.

Finally, the idea that we would approve a development that would not pay any taxes into our city and schools is truly unacceptable. Those of us who have bought homes in this area are

investing in not only our homes but the schools and surrounding area. It is so important to me that every child have an equal and diverse opportunity for an education! With increasing student populations, there will be a need, and I believe the development should help support those needs just as local tax payers.

In closing, I truly hope the city council will consider my objection to the building of both P (Espero Landing) and Q (Asperanza Heights) on the lot off of Bell Gin and Sam Houston.

Thank you for your time.

Ricardo Gonzalez, Jr.

Thank you to all the members who opposed the construction of the KCG Apartments. When we purchased our home on Daisy Cutter Crossing the information we were provided on the plans for this area were that of a small shopping area. That was one of the selling points of why we purchased in Saddlecreek. We hope and look forward to your responses on the development of this area.

Laura Higgins

To the members of the board,

Please do not approve the affordable housing complex for Saddle Creek.

As many have stated, Georgetown currently has more affordable housing than any of our neighboring cities. We need to bring in companies that will help Georgetown grow financially and will positively impact us. We were told that plot of land would be a small strip center, not a housing complex. Please do not allow our brand new homes values to drop with the hope of a nonprofit to receive a donation.

We all want Georgetown to prosper but in the correct way.

Thank you for your time and support in saying no to KCG proposal.

Jose Anthony Ramirez

My wife and I are against the affordable housing apartment complex proposed in the Saddle Creek neighborhood. Having closed on our house at the end of June, we are so far very happy with our neighbors and neighborhood. We moved from North Austin to Georgetown to buy a beautiful new home away from the city. Now we are very worried that our home will lose property value and the other potential changes that come along with affordable housing. The increase in traffic and potential for increased crime in the area are the things we wanted to leave in Austin.

My wife and I both work with the public for our careers and absolutely believe everyone has the right for a chance at nice affordable housing. We also believe there are plenty of other places that the Affordable housing could go elsewhere in Williamson county. It would make more sense for affordable housing to be near the services needed by families who live in affordable housing. Social services and such are not convenient to Saddle Creek, therefore the developers may actually be doing a disservice to residence who would live in those apartments.

Please consider these concerns as I know many of my neighbors have the same concerns. Thank you.

Alexandra Gonzalez

Good Evening Ladies and Gentlemen,

My name is Alexandra Gonzalez and I as well as my husband, Ricardo Gonzalez are residents of the Saddle Creek community since October 2019. We were distraught when we heard about the future plans for the land that is right across the street from our brand new home that we worked so hard to buy. When we came to this community, we asked what where the future plans for this lot and were never even given a hint at the possibility of there being senior or low income apartments across from us.

Having these apartments in such close proximity is very concerning due to many different factors. Factors such as high turnover tenants, crime, traffic and most important to our family the impact on the two schools near by.

This type of low housing is not fit for an area that has no job commuter transportation, job opportunity within close range of this housing and with much more lower housing availability within Georgetown. We have taken the lead compared to other neighboring cities such as Cedar Park & Hutto in order to ensure we are being fair and equal to those that need senior & lower income housing. Now it's time for them to step up.

Thank you kindly for your time.

Debbie Weber

I am in agreement with the majority of the comments that were read at the June 23rd Regular Session Meeting of the Georgetown City Council, contained in the Agenda for today's meeting.

As a homeowner in Saddle Creek, I purchased my home here because it is a nice new neighborhood of single-family homes in a quieter area of Georgetown, distanced from the city noise, traffic and apartment complexes. With an increase of 350 residences in apartments and senior units into our subdivision, the traffic problems alone would create major problems, plus there is a potential for increased crime and the devaluation of our home property values. There is no apparent benefit to those of us who are homeowners here to welcome this type of project into our neighborhood.

PLEASE VOTE NO on the KCG Development Proposal.

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

Michelle Klingemann expressed the need for this type of housing as it is alignment with the City's housing plan. She also noting the rising home costs in the area which negatively impact working class people. Klingemann stated that this is hand up, not a hand-out.

Ina Spokas with KCG gave a presentation on Espero Landing and Asperanza Heights the proposed developments at Saddlecreek. She gave background on KCG as a company founded in 2015 and ranked 16th in Affordable Housing Finance Top 50 Affordable Housing Developers of 2019 with developments in 5 states with several in Texas in Austin, Houston, Lago Vista, and Leander. Spokas stated that KCG does development, design, and

construction of multifamily and mixed-use development with long term owners and investors in their communities. She then reviewed their projects in Lago Vista and Austin. Spokas reviewed why the projects are needed by using data from the City's comprehensive plan. She also noted the future need for affordable housing. Spokas noted the City Commissioned 2017 Workforce Analysis and the disparity between wages and cost of living with 75% of Georgetown workers do not live in the community and that housing affordability is an impediment to local businesses which provides challenges in hiring/retaining lower-income workers. She continued that lower-income wages in Georgetown are relatively the same as across Austin MSA and there is no incentive to commute to Georgetown for work and the aging population being 25% of the population over 65 years and 50% is over 47 years. Spokas stated that there is a small young professional population and low workforce participation rates, and the long-term growth concerns if the above affordability issues aren't addressed. She then explained why this site was chosen because the site is already zoned to allow for MF-2 within the PUD and no change in Land Use is being requested, and the site comports with Georgetown's 2030 Comprehensive Plan for diversity in housing options for both workforce and age restricted seniors (55+). Spokas continued that the site is already part of concept planned employment centers, commercial, and retail within PUD and the high demand for workforce and senior housing in Georgetown due to existing developments that are fully leased with waiting lists. She also noted the proximity to schools, proximity to highways, and that the east side of Georgetown is growing and few apartments are in this area. Spokas then showed the Site Location Map. She then provided details about Espero Landing and Asperanza Heights which will be a multigenerational community which: allows families and their older relatives to live side by side; enhances seniors independence and ability to age-in-place; and enables synergies between resident supportive services and activities while fostering community integration. She continued that it is an approximately 206 family units and 144 senior (55+) units with rents at a variety of income levels and provided the currently proposed amenities at each community. Spokas showed the Preliminary Site Plan and contemplated design and finishes. She explained how rent limits are determined: in relation to Area Median Income (AMI), i.e. the average household income in an area; for a given AMI level, rents are set to a limit that equals no more than 30% of household income; the average income (100% AMI) for a 4 person household in Georgetown is \$97,600 (\$46.92/hour); communities will offer units at 30%, 50%, 60% and 80% of AMI – as well as Market Rate units at Asperanza Heights; and provided a table. Spokas noted that the people who would live there would be tenants that have verifiable income; tenants that pay 100% of their rent; pass stringent background checks; and will be essential, valuable members of the community you rely on every day. She then reviewed the projected rent and nit mix. Spokas noted the property management policies which includes: background checks to review criminal background, sex offender background, and financial background; background checks are performed at initial leasing and at lease renewal; typically more stringent requirements than at conventional apartments or single family housing; no drug policy; no smoking policy; and apartments are inspected on a regular basis by management staff. She then reviewed the approvals requested.

Motion by Pitts to deny the proposed Resolutions, second by Gonzalez.

Gonzalez asked if this project is approved is there a guarantee that the residents moving in will live in Georgetown. Watkins responded no. Gonzalez asked if there was a guarantee that the residents would work in Georgetown. Watkins responded no. Gonzalez stated that even if built, the project may not resolve the City's workforce housing needs. David Morgan, City Manager, responded that is correct. Gonzalez asked if this proposal was heard at the Housing Advisory Board (HAB). Watkins responded yes, on June 15, 2020. Gonzalez asked about the outcome. Watkins responded that board wanted more information and did not feel that they could recommend the resolution of no objection but could recommend the two times resolution. Gonzalez noted that it wasn't entirely approved by the HAB.

Triggs noted that there is no public transportation and asked how many parking spaces will be available. Spokas responded approximately 400 per what is required by Code. Triggs stated that there are several different types of tax credits, some where the State will pay the City, and asked what types are being applied for. Spokas responded federal housing tax credits. Triggs asked what will they pay. Spokas responded that if awarded the tax credits are then sold to a large institution that has a large income tax burden. Triggs stated that the City will receive nothing. Spokas responded no the City won't. Triggs noted the need for a non-profit partner and asked what type of partner is being sought. Spokas responded a housing finance corporation or a corporation whose mission is to provide affordable housing. Triggs asked if it would be a partner already in existence. Spokas responded yes. Triggs asked if it will be something not newly formed. Spokas responded yes. Triggs asked if it will be a single asset entity. Spokas responded it will be a single purpose entity. Triggs noted that the developer wants to be around for 10-15 years and asked what happens after that. Spokas responded that KCG would re-syndicate and reapply for tax credits. She added that 15 years is the useful life for most systems and appliances. Triggs asked about the life of the tax credit. Spokas responded 10 years for the tax credits. Triggs asked who takes risks for upkeep. Spokas responded KCG. Triggs asked about financing type. Spokas responded they are proposing Fannie MTAB. She added that she does not have a finance background and could not provide thorough information, but she could provide more information. Triggs asked if there would be performance statements. Spokas responded yes. Triggs asked when KCG would be processing performance statements. Spokas responded November of this year, possibly December. Triggs stated that he would feel better about the project if Council could see the performance statements. Spokas responded that they could share, but there are privacy concerns. Triggs asked about possible commercial development for the area. Spokas responded that rooftops drive commercial development and it was a general statement and not a personal guarantee.

Fought asked about forming a non-profit and related impact data. Spokas responded that there is no data that she is aware of. Fought stated that he is sympathetic to the cause, but other towns in the area need to contribute, and he will vote against.

Pitts stated that he is not supportive for multiple reasons. He said that according to an article from a national news source Georgetown ISD is the second best to buy an affordable home. Pitts added that he doesn't understand the huge push. Pitts stated that he didn't like the 2030 policies then and he doesn't like them now. He noted that the City is above the average. Pitts stated that he doesn't understand the assumption that everyone has to live in Georgetown. He added that he is not in favor of this or any other affordable projects coming forward. Pitts then asked how many board members were at the HAB meeting and was there a quorum. Watkins responded yes, there was a quorum. Pitts asked about a vote taken on the project that was 3-2 against. Watkins responded yes. Pitts then stated that he didn't understand why the first public comments was from Lou Snead, Chair of the Housing Board, who was not in attendance at the meeting, saying that the HAB supported the proposal and provided several points in favor. He continued that there was a quorum of the board present and he cannot come forward as the Chair in support of the project when action by the board has already been taken. Pitts then suggested that the Chair should step down or be removed. He had no additional comments.

Jonrowe asked about the waivers granted by Governor and why they were granted. Watkins responded that according to a Teresa Morales with the Texas Department of Housing and Community Affairs it is to allow application in process to continue during COVID-19. Jonrowe asked if the waivers would that apply to this project. Watkins responded that is the intent and the developer could apply without the Resolutions. Jonrowe asked if based on the current PUD apartments would be allowed by right. Watkins responded that MF-2 is allowed in the PUD. Jonrowe asked about the possible number of units that could be built by right. Watkins responded that she would need to verify. Jonrowe asked if it would be more than proposal. Watkins responded that she would need to verify, but she believes it would be the number proposed by KCG. Jonrowe asked if the project didn't need Council approval, another non-tax credit apartment could go in. Watkins responded correct. Jonrowe asked if the City has a need for an increase in affordable housing based on the pandemic. Morgan responded that staff doesn't have data on that, but the Comp Plan process did show a need based on income ranges and affordability. Jonrowe asked what percentage of housing units are affordable. Watkins responded that she would need to bring up the study. Jonrowe stated that she feels like there is a requirement to acknowledge the two times metric may not be best to use for the City. She continued that based on the City's current growth, she's curious how many affordable housing units of any type would the city need to see build each year to maintain what is needed. Watkins responded this is addressed in the Housing Element of the Comp Plan. Jonrowe asked if the City was behind in achieving the goals set in the Housing Element. Morgan stated that he didn't feel that staff could answer that directly. Morgan asked Watkins if the City has maintained a level of affordable housing in recent years. Watkins stated that there has been increases in affordable housing and that information is available, but not necessarily provided is the way that it is being asked for. Jonrowe stated the Council adopted the Plan and should try to promote things that are addressed in the Plan. Jonrowe then asked for demographic information regarding affordable housing. Morgan responded that he believes the City does have that information, but it is not available off the

cuff, but staff could get it to Council. Jonrowe noted the discussions at all levels of government about equity issues and that minorities tend to be overrepresented when looking at affordable housing. Jonrowe asked that the community often expresses the same types of concerns and has staff worked on a FAQ sheet to address those. Morgan responded that the application process requires applicants to reach out to nearby residents that will be most directly impacted. Jonrowe noted that in the past the City has added FAQs when receiving similar questions over and over about different things. She noted that there is research on criminality and home values related to proximity to affordable housing. Jonrowe asked if it is legal require someone living in the proposed project to be from Georgetown or work in Georgetown. Morgan responded that he does not believe that is legal. Jonrowe asked if this project was supposed to go back to the HAB based on technical difficulties and confusion at the meeting where it was discussed. Morgan responded that when staff brought forward this item at Council Workshop they asked specifically if Council wanted this item to go back to the HAB and Council did not feel the need to send it back to the board. Jonrowe asked if there were, in fact, difficulties at the meeting. Morgan responded that there were some communication challenges in the virtual meeting. Jonrowe stated that she didn't feel that Council could use the vote to justify the project when there were communication issues.

Calixtro asked if not now, then when? She stated that the need is part of 2030 plan and data sometimes blinds us. Calixtro stated that she knows that the City is behind and will be behind if nothing is done. She added that the applicant was ready. Calixtro noted the concerns about crimes and property values, but also the high cost of homes in the area. She added if not now, when will the time be right to act on affordable housing issues.

Mayor Ross asked for clarification and if the project was built the City would receive zero tax dollars. He asked if the property would pay no real estate taxes. Spokas responded correct. Mayor Ross noted that other affordable housing projects did not a tax-exempt partner and asked if the City will have no revenue on real estate taxes, but additional costs related to providing City services. Spokas responded 8 of the 14 existing affordable housing developments that were approved by Council do not pay property taxes because they have abatements. Mayor Ross stated that the projects he is familiar with pay some sort of taxes to the City, County, and State. Spokas responded that she has a list of those that don't pay taxes which is a majority of the affordable housing developments.

Fought asked that the Mayor clarify what a yes or no vote would be on the item. Mayor Ross stated that the motion was to deny the Resolution, so a yes vote would be a vote to deny the Resolutions.

Jonrowe asked that Council be allowed to make final comments. Mayor Ross responded that final comments from Council would be limited to two minutes because there has already been so much discussion.

Gonzalez made a motion to call the question, second by Fought.

Discussion by Council about if Roberts Rules should be suspended or the question called. No vote or additional action was taken on the matter.

Calixtro noted that there are different types of exemptions for homeowners and that she wants this development to happen.

Triggs stated that the development is needed, but he doesn't like location. He added that there is lot of information that council should get prior to the vote and he doesn't understand the procedure. Triggs stated that it feels like a cart looking for a horse are there are too many things up in the air.

Fought stated that there is too much of a burden and he doesn't like fact that it wouldn't produce any taxes. He added that he doesn't like comparison to frozen taxes and will vote against the project.

Pitts had no further comments.

Jonrowe stated that multi-family is misrepresented based on gut feelings versus facts. She then noted that a Harvard study stated that 100 new single-family homes have on average 64 children while 100 new apartment average 29 children; apartment complexes in general are assessed at commercial property rates and apartment dwellers can actually pay more in property taxes; higher density developments are more efficient and it cost less to provide many infrastructure services; every single family house have on average two cars vs. one car for apartments; every single family house generates more car trips with 32% more on up to 50% more weekends; neighborhoods that have a mix of housing units including multi-family and low-income multi-family actually have an increase in property values over time; apartment dwellers are just as likely to be socially engaged with their neighbors as any other single family housing development and are just as interested in local and national politics; are only a little less likely to attend religious services; and are just as likely to identify closely with the town that they live in. Jonrowe stated that people tend to have bias towards they types of people they think will live in multi-family and these decisions need to be based on information that is factual. She added the need for inclusive housing and Council has a duty to do their part to approve projects like these.

Gonzalez stated that a fallacy is that multi-family unit are more dense than single family units, and he is not opposed to multi-family. He added that the City has 6,000 multi-family coming on and 4,000 in the area and the City is still waiting on retail amenities. Gonzalez stated that if the issue was easy to resolve other surrounds cities would be adding them also.

Roll Call Vote

Calixtro – No

Triggs – Yes

Fought – Yes
Pitts – Yes
Jonrowe – No
Gonzalez – Yes

Motion to deny passed 4-2 (Triggs, Fought, Pitts, and Gonzalez for; Calixtro and Jonrowe against; and District 2 vacant).

After the vote was made, Jonrowe commented that this was “modern red-lining.” Gonzalez responded that the comment was inappropriate.

- Q. Consideration and possible action to approve a Resolution of **no objection** and **two times the state average per capita acknowledgement** for **KCG Development, LLC**, to apply for **Housing Tax Credits** for the construction of **144 affordable** and **market rate units** for **seniors** to be known as **Asperanza Heights** located at **Sam Houston Ave.** and **Bell Gin Rd.** -- Susan Watkins, AICP, Housing Coordinator

Item Q was presented with Item P.

Watkins read the caption.

All comments for Item Q were read during Item P since the projects were presented together.

Motion by Pitts to deny the Resolutions, second by Gonzalez.

Triggs stated that he felt the presentation was poorly done and there should have been more information give to Council prior to the meeting.

Pitts stated that he had no comments unless Jonrowe would like to elaborate on the comment made at the end of Item P.

The remaining Council Members had no further comments or discussion.

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

Motion to deny passed 4-2 (Triggs, Fought, Pitts, and Gonzalez for; Calixtro and Jonrowe against; and District 2 vacant).

- R. Consideration and possible action to approve a Resolution implementing the **Unified Development Code (UDC) General Amendments List for 2020** -- Sofia Nelson, Planning Director

Nelson presented the item and reviewed the UDC direction on amendments and that the UDC identifies review shall occur on an annual basis. She stated that the amendments shall be consistent with the Comprehensive Plan and may be made in support of one of the following circumstances: to establish and maintain sound, stable, and desirable development within the jurisdiction of the City; or to correct errors in the text; or to address changed or changing conditions in the City. Nelson reviewed the UDC annual review process and noted that: topics are introduced by City staff and public; City Council presentation and discussion on initial list of amendments; P&Z provides recommendation on UDC list of amendments; City Council reviews and approves list of topics to be amended, which is the current place in process; UDCAC and City Staff begin to prepare draft amendments; and given the COVID-19 pandemic the UDC Advisory Committee has not been meeting and have not been included in the review of the annual list of amendments and should the Council want to include them the proposed process can be amended. She noted that the recommendations for amendments from staff 2020 are: regarding the Sign Ordinance address legal compliance of ordinance and use of electronic signs; tree preservation and landscape conflicts to improve readability and usability of ordinances; group homes regarding addressing the legal compliance of ordinance; and conflicts with Fire Code regarding the street cross-sections for parking on both sides. Nelson noted that there has been public request for review for the use of artificial turf in lieu of grass in single-family developments. She stated that the Planning and Zoning Commission recommendation was to explore the following in addition to staff recommended amendments and public request for review was to: review of sidewalk exceptions for industrial areas within the ETJ; and review of residential and commercial landscaping requirements for the purposes of encouraging native and drought resistant landscaping and minimizing water consumption.

Nelson read the caption.

Motion by Pitts, second by Fought.

Mayor Ross asked that it be clear that the artificial turf would be green. Nelson responded that staff will take that to committee.

Roll Call Vote

Calixtro – Yes

Triggs – Yes

Fought – Yes
Pitts – Yes
Jonrowe – Yes
Gonzalez – Yes

Approved 6-0 (District 2 vacant).

Public Wishing to Address Council

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

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

S. 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.

T. Sec. 551.071: Consultation with Attorney

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

- Litigation Update
- PEC Franchise
- Net Metering

Sec. 551.086: Certain Public Power Utilities: Competitive Matters

- Purchase Power Update

Adjournment

Motion by Fought, second by Pitts.

Roll Call Vote

Calixtro – Yes

Triggs – Yes

Fought – Yes

Pitts – Yes

Jonrowe – Yes

Gonzalez – Yes

Approved 6-0 (District 2 vacant).

Meeting adjourned at 8:29 p.m.

Approved by the Georgetown City Council on _____
Date

Dale Ross, Mayor

Attest: City Secretary

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

SUBJECT:

Consideration and possible action to appoint **Debra Meyer** to **fill a vacancy** on the **Zoning Board of Adjustment** --
Mayor Dale Ross

ITEM SUMMARY:

FINANCIAL IMPACT:

..

SUBMITTED BY:

Karen Frost, Assistant City Secretary

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

SUBJECT:

Consideration and possible action to appoint **Melissa Sheldon** to fill a vacancy on the **Animal Shelter Advisory Board** -- Mayor Dale Ross

ITEM SUMMARY:

FINANCIAL IMPACT:

..

SUBMITTED BY:

Karen Frost, Assistant City Secretary

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

SUBJECT:

Forwarded from Georgetown Transportation Enhancement Corporation (GTEC):

Consideration and possible action to approve an **economic development agreement** with **Titan NorthPark35** --
Michaela Dollar, Economic Development Director

ITEM SUMMARY:

City staff seeks to partner with Titan NorthPark35 to develop the extension of Aviation Drive as identified in the City's Overall Transportation Plan, to intersect with I-35 and Toll 130. This agreement is for reimbursement of the cost for engineering design of the extension with associated utilities.

This area of the City has been identified as employment center and has seen a lot of interest for development. The extension of Aviation Drive and utilities is crucial for it's future development.

This agreement is only for engineering, and construction will be addressed separately at a later date when the engineering is nearing completion.

FINANCIAL IMPACT:

Up to \$650,000 from GTEC Type B funds

SUBMITTED BY:

Michaela Dollar

ATTACHMENTS:

GTEC Titan Reimbursement Agreement

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON § ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the Georgetown Transportation Enhancement Corporation, a Type B sales tax corporation (“GTEC”), and Titan NorthPark35, LLC, a Texas limited liability company (“Company”) (GTEC and Company each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

WITNESSETH:

WHEREAS, Company owns or is under contract to purchase approximately 34.490 acres of land located at the terminus of Aviation Drive, Georgetown, Texas, further described in **Exhibit “A”** (the “Land”) which Company intends to develop into an industrial business park; and

WHEREAS, the City of Georgetown, Texas (“City”) desires to extend Aviation Drive, including the related utilities as depicted in **Exhibit “B”** (hereinafter defined as the “Project”); and

WHEREAS, GTEC and Company have been discussing the development of certain property in the City which would include the Project; and

WHEREAS, Company has agreed to cause the Plans and Specifications (hereinafter defined as the “Plans and Specifications”) to be prepared by the Project Engineer (hereinafter defined) on behalf of the City; and

WHEREAS, Company has advised GTEC that a contributing factor that would induce Company to cause the Plans and Specifications to be prepared would be an agreement by GTEC to provide an economic development grant to Company to offset a portion of the costs for the Plans and Specifications; and

WHEREAS, GTEC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapter 501-505 of the Texas Local Government Code (the “Act”) authorizes GTEC to provide economic development grants for projects suitable for new or expanded industrial business enterprises; and

WHEREAS, GTEC has determined that the Grant (hereinafter defined) to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

WHEREAS, GTEC has determined that providing the Grant to Company in accordance with this Agreement will further the objectives of GTEC, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City.

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

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Company’s existence, insolvency, employment of receiver for any part of Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“City” shall mean the City of Georgetown, Texas.

“Company” shall mean Titan NorthPark35, LLC, a Texas limited liability company.

“Effective Date” shall mean the last date of execution hereof.

“Engineering Services” shall mean the engineering services undertaken by the Project Engineer for the Plans and Specifications set forth in the Company's (or its general contractor's) contract with the Project Engineer.

“Expiration Date” shall mean the date the Parties have fully satisfied their respective obligations herein.

“Grant” shall mean an economic development grant in the amount of up to Six Hundred Fifty Thousand Dollars (\$650,000.00) to offset the costs incurred and paid by Company for the Plans and Specifications, to be paid to Company by GTEC as set forth herein.

“GTEC” shall mean Georgetown Transportation Enhancement Corporation.

“Impositions” shall mean all taxes, general and special assessments, use and occupancy taxes, charges, excises, license, and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company with respect to any property or any business owned by Company within the City.

“Land” shall mean the real property described in **Exhibit “A”**.

“Maximum Grant Amount” shall mean Six Hundred Fifty Thousand Dollars (\$650,000.00).

“Payment Request” shall mean a written request from Company to GTEC for payment of an installment of the Grant, which request shall be accompanied by records, receipts and invoices to document the costs incurred and paid by Company to the Project Engineer for the Plans and Specifications and such other information as GTEC may reasonably request related to the costs for the Plans and Specifications.

“Plans and Specifications” shall mean the plans and specifications for the Project prepared by the Project Engineer as approved in writing by the City Manager, or designee.

“Project” shall mean the construction of an extension of Aviation Drive, including related utilities, as depicted in **Exhibit “B”**.

“Project Engineer” shall mean the certified professional engineer or engineering firm selected by the Company and approved in writing by the City Manager, or designee, to provide the Engineering Services.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the City, GEDCO and/or GTEC and Company.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Project

3.1 **Project Engineer.** Company shall within thirty (30) days after the Effective Date contract with one or more certified and licensed professional engineers or engineering firm to prepare plans and specifications for the design and construction of the Project for the benefit of the City. The professional engineer or engineering firm selected by Company shall be approved in writing by the City Manager or designee prior to any engineering services being provided by the selected engineer. The Company’s contract with the Project Engineer shall provide that the Plans and Specifications are being prepared for the benefit of the City and that the City (its agents and contractors) may publish, reproduce and use the Plans and Specifications. Company’s contract with the Project Engineer shall provide a cost allocation of the cost of services for the utilities portion of the Project and for the costs for the design of the roadway portion of Project. The City (or GTEC) shall have the sole right to approve or reject the Company's selection of the Project Engineer and the cost of such services. This Agreement shall automatically terminate without further notice in the event the City (or GTEC) does not provide written approval of an engineer selected by the Company for the design and construction of the Project.

3.2 **Plans and Specifications Approval.** Company shall within two hundred seventy-five (275) days after the Effective Date cause the Project Engineer to submit the proposed plans

and specifications for the Project to the City for review and approval. The City may require the Project Engineer to revise and or modify the proposed plans and specifications for the Project as often as is reasonably necessary. Company shall cause the Project Engineer to revise and/or modify and submit revised or modified plans and specifications for the Project to the City, as often as may be reasonably required by the City. The City shall have fifteen (15) business days following receipt of the submittal of proposed plans and specifications for the Project to review and approve the proposed plans and specifications for the Project. If the City does not approve the proposed plans and specifications for the Project within such 15-day period, the proposed plans and specifications shall be deemed disapproved. The Project Engineer shall have fifteen (15) business days after City disapproval of the proposed plans and specification for the Project (whether deemed disapproved or disapproved in writing) to resubmit revised or modified proposed plans and specifications for the Project. The City shall have fifteen (15) business days following receipt of the re-submittal of proposed plans and specifications for the Project to review and approve the revised or modified proposed plans and specifications for the Project. If the City does not approve the re-submitted proposed plans and specifications for the Project within such 15-day period, such re-submitted plans and specifications shall be deemed disapproved. The above process shall be followed for the City approval of the proposed plans and specifications for the Project as may be revised or modified by the Project Engineer. This process shall be followed until the earlier of: (i) the date the City approves proposed plans and specifications for the Project; (ii) the Project Engineer fails to timely re-submit proposed plans and specifications for the Project; and (iii) the date which is sixty (60) days after the original submittal of the proposed plans and specifications for the Project to the City.

Article IV Grant

4.1 Grant.

(a) Subject to the continued satisfaction of all the terms and conditions of this Agreement by Company and the obligation of Company to repay the Grant pursuant to Article VI hereof, GTEC agrees to provide the Grant to Company in the amount not to exceed the Maximum Grant Amount to be paid in two (2) installments as set forth herein.

(b) **First Installment of the Grant.** The first installment of the Grant shall be an amount equal to the lesser of: (i) the costs incurred by Company for thirty percent (30%) completion of the Plans and Specifications, or (ii) Two Hundred Fifty Thousand Dollars (\$250,000.00) (the “First Installment”). The First Installment shall be paid by GTEC to Company not later than thirty (30) days after receipt of a Payment Request following thirty percent (30%) completion of the Plans and Specifications, as reasonably determined by the City (“30% Completion”). GTEC (or the City) shall provide Company written notice when the City has determined that 30% Completion has been achieved. Company shall submit the Payment Request for the First Installment no earlier than thirty (30) days after achieving 30% Completion but no later than ninety (90) days after achieving 30% Completion. Failure of the Company to submit the Payment Request for the First Installment on or before ninety (90) days after achieving 30% Completion shall result in forfeiture of the payment of the First Installment.

(c) Second Installment of the Grant. The second and final installment of the Grant shall be an amount equal to the lesser of: (i) the costs incurred by Company for one hundred percent (100%) completion of the Plans and Specifications, as reasonably determined by the City (100% Completion), or (ii) Maximum Grant Amount, from which amount shall be deducted the amount of the First Installment (the “Second Installment”). The Second Installment shall be paid by GTEC to Company not later than thirty (30) days after receipt of a Payment Request following: (i) achieving 100% completion of the Plans and Specifications as reasonably determined by the City (100% Completion”), and (ii) the delivery of the Plans and Specifications (100% Completion) to the City. GTEC (or the City) shall provide Company written notice when the City has determined that 100% Completion has been achieved. Company shall submit the Payment Request for the Second Installment no earlier than thirty (30) days, but not later than ninety (90) days after achieving: (i) 100% Completion; and (ii) the delivery of the Plans and Specifications (100% Completion) to the City. Failure of the Company to submit the Payment Request for the Second Installment on or before ninety (90) days after achieving: (i) 100% Completion; and (ii) the delivery of the Plans and Specifications (100% Completion) to the City, shall result in forfeiture of the payment of the Second Installment.

4.2 Current Revenue. The Grant made hereunder shall be paid solely from lawful available funds, which have been appropriated by GTEC. Under no circumstances shall the obligations of GTEC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, GTEC shall have no obligation or liability to pay the Grant except as allowed by law.

4.3 Grant Limitations. GTEC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of GTEC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

Article V

Conditions to Economic Development Grant

The obligation of GTEC to pay the Grant to Company shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the conditions set forth in this Article.

5.1 Good Standing. As a condition of the payment of the Grant, or any installment thereof, Company shall not have an uncured breach or default of this Agreement or a Related Agreement.

5.2 Payment Request. Company shall, as a condition precedent to the payment of the Grant, or any installment thereof, timely provide GTEC with the applicable Payment Request.

Article VI Termination

6.1 Termination. This Agreement shall terminate on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by written agreement of the Parties;
- (b) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement and such breach is not cured within sixty (60) days after written notice thereof;
- (c) upon written notice by GTEC, if Company suffers an event of Bankruptcy or Insolvency;
- (d) upon written notice by GTEC, if any Impositions owed to City or the State of Texas by Company shall become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions and such Impositions shall not be delinquent during the pendency of such proceedings); and
- (e) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

6.2 Repayment. In the event this Agreement is terminated by GTEC pursuant to Section 6.1(b), (c), (d), or (e), Company shall immediately repay to GTEC an amount equal to the installments of the Grant previously paid by GTEC to Company as of the date of termination, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by GTEC) as its prime or base commercial lending rate, which shall accrue from the date of the Grant payment until paid.

6.3 Termination by Company. In the event this Agreement is terminated by Company pursuant to Section 6.1(b) for an uncured breach by GTEC, Company's sole remedy shall be to retain the amount of the installments of the Grant previously paid by GTEC to Company as of the date of such termination.

6.4 Offsets. GTEC may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to GTEC from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether the debt due GTEC has been reduced to judgment by a court.

Article VII Miscellaneous

7.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns

of the respective Parties. This Agreement may not be assigned in whole or part by Company without the prior written consent of GTEC.

7.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, has acted independently, and GTEC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless GTEC from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of the Company's performance of the conditions under this Agreement.

7.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

7.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered.

If intended for GTEC, to

With a copy to:

John Marler
President
Georgetown Transportation
Enhancement Corporation
City of Georgetown
300-1 Industrial Avenue
Georgetown, Texas 78626

Skye Masson
City Attorney
City of Georgetown
113 E. Eighth Street
Georgetown, Texas 78626

If intended for Company, to:

With a copy to:

Titan NorthPark35, LLC
Attn: Kevin L. Reid, Manager
9601 McAllister Fwy., Suite 1120
San Antonio, Texas 78216

Titan NorthPark35, LLC
Attn: Christopher M. Pacheco
6300 Riverside Plaza Ln, NW Suite 200
Albuquerque, New Mexico 87120

7.5 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto, and which are incorporated herein.

7.6 Governing Law. This Agreement shall be governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall be in the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

7.7 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

7.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.9 Recitals. The recitals to this Agreement are incorporated herein.

7.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

7.11 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

7.12 Employment of Undocumented Workers. During the term of this Agreement Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Grant and any other funds received by Company from GTEC as of the date of such violation within 120 days after the date Company is notified by the GTEC of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

(signature page to follow)

EXECUTED on this _____ day of _____, 2020.

**GEORGETOWN TRANSPORTATION ENHANCEMENT
CORPORATION**

By: _____
John Marler, President

EXECUTED on this _____ day of _____, 2020.

TITAN NORTH PARK 35, LLC

By: Titan Property Management, LLC
Its Manager

By: _____
Kevin L. Reid, Manager

CERTIFICATION OF CITY COUNCIL APPROVAL

I hereby certify that the foregoing Economic Development Incentive Agreement of the Georgetown Transportation Enhancement Corporation and the Project described therein was approved by the City Council of the City of Georgetown, Texas, on the ____ day of _____, 2020.

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

By: _____
Dale Ross, Mayor

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

EXHIBIT "A"

LAND DESCRIPTION

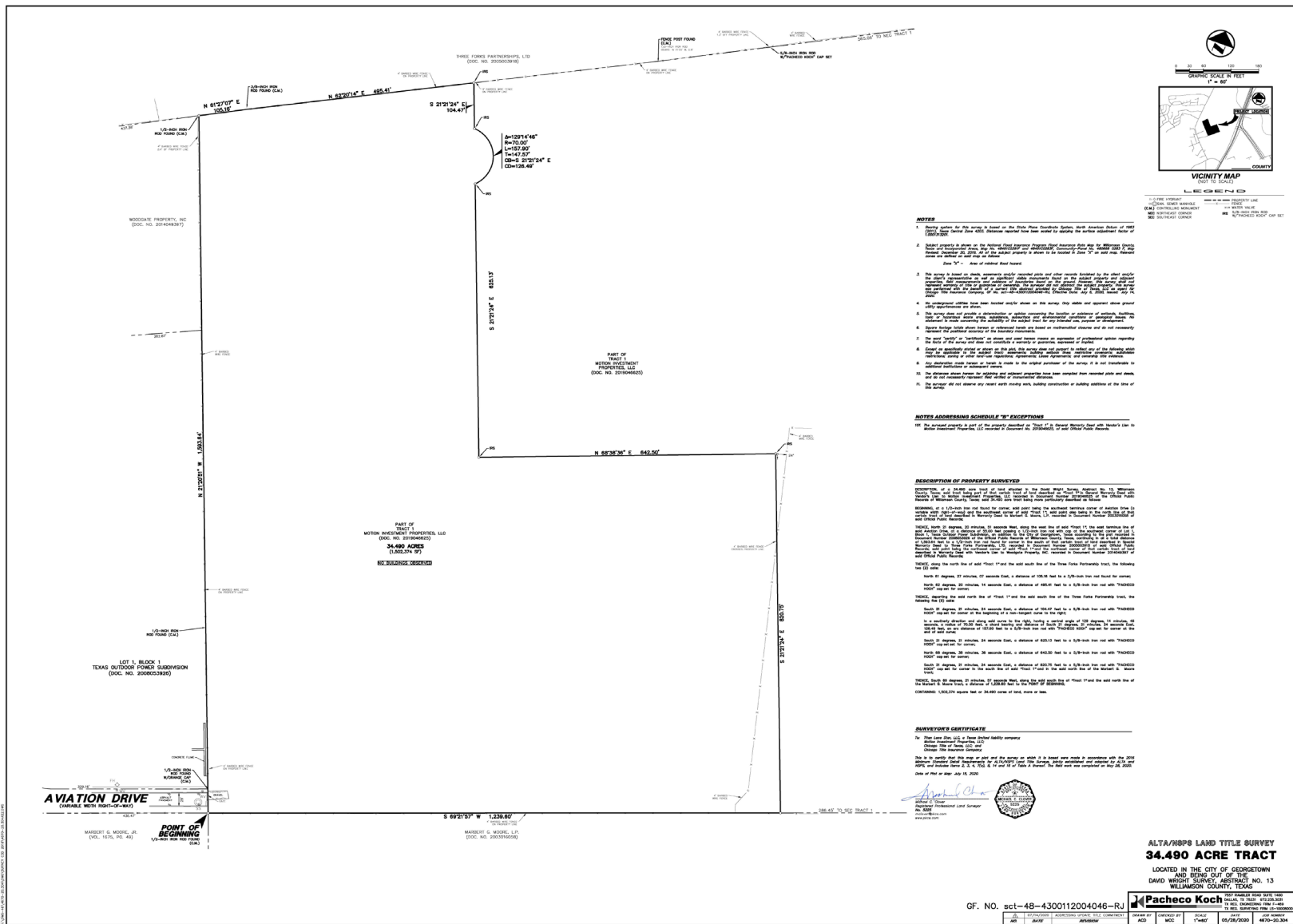
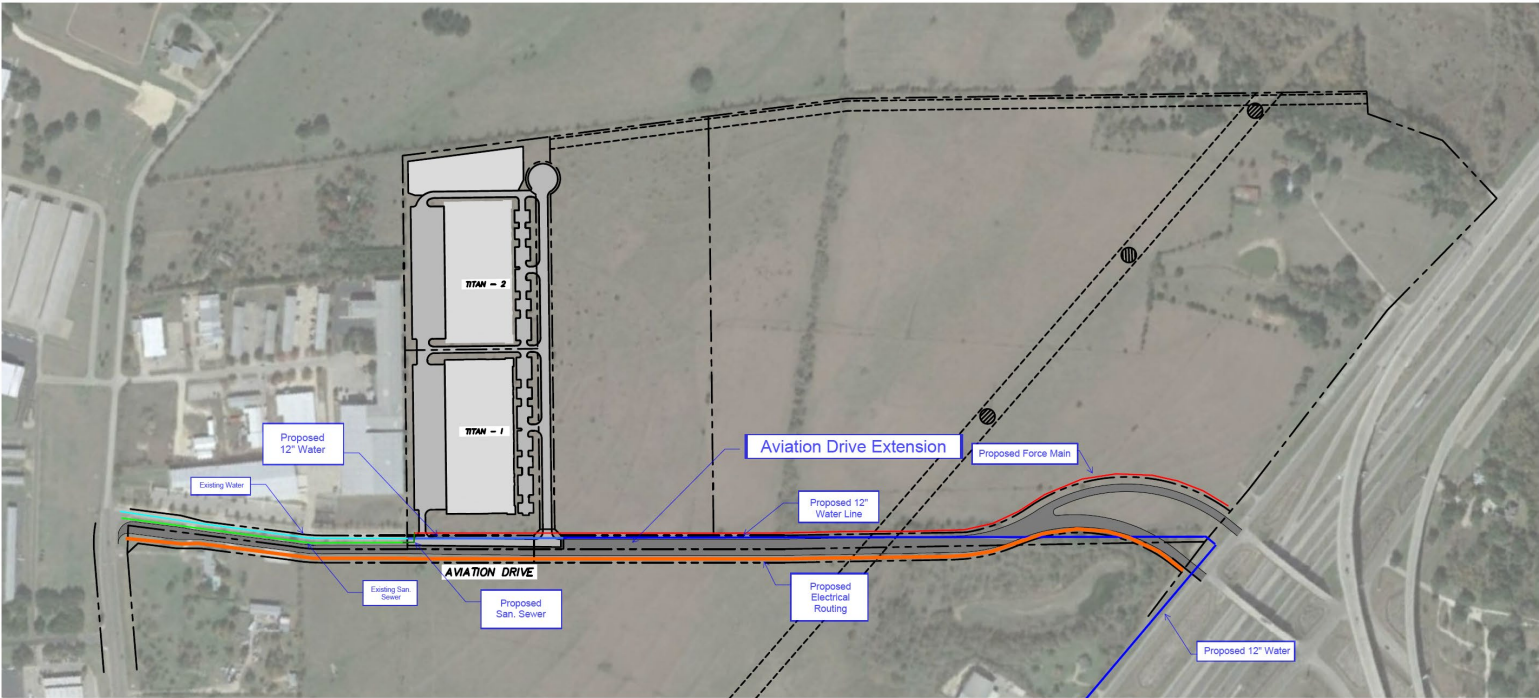


EXHIBIT "B"
PROJECT DESCRIPTION




0 100 200 400 600
GRAPHIC SCALE IN FEET



Road and Utility Alignments are shown for preliminary planning purposes only. Final roadway geometry and utility locations will be determined during final design.

ISSUED FOR PRELIMINARY PRICING PURPOSES ONLY
(SUBJECT TO REVISION PRIOR TO CONSTRUCTION)
THESE DOCUMENTS HAVE BEEN PREPARED BY THE ENGINEER WITH THE INTENT OF COMPLYING WITH ALL CITY STANDARD REQUIREMENTS. THESE DOCUMENTS HAVE NOT BEEN APPROVED AND RELEASED FOR CONSTRUCTION BY THE CITY AS OF THIS DATE AND, THEREFORE, REVISIONS MAY BE REQUIRED PRIOR TO CONSTRUCTION. BY ANY USE OF THESE DOCUMENTS, THE USER AFFIRMS THEIR UNDERSTANDING OF THE PRELIMINARY STATUS OF THE PLANS AND THE POTENTIAL FOR REVISION PRIOR TO ANY CONSTRUCTION.

NO.		DATE		REVISION		
		Pacheco Koch		201 W. 5TH STREET, SUITE 1100		
				AUSTIN, TX 78701 512.485.0631		
				TX REG. ENGINEERING FIRM F-4899		
				TX REG. SURVEYING FIRM LS-10008000		
CONCEPT CORRIDOR EXHIBIT						
AVIATION DRIVE EXTENSION						
151 ACRES SITE						
WEST SIDE OF IH-35 AND SH-130						
CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
CJS	CJS	JULY 2020	1"=200'			U0.1

PK FILE: XXXXX-XXX.XXX

AVIATION DRIVE EXTENSION

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

SUBJECT:

Consideration and possible action to approve a **contract** with **ImageTrend, Inc** for an **Electronic Health Record (EHR)** and **Records Management System (RMS)** in the amount not to exceed of **\$61,477.00** for **Year One setup and service fees** -- John Sullivan, Fire Chief

ITEM SUMMARY:

Georgetown Fire Department began the process of procuring a new Electronic Health Record (EHR) and Records Management System (RMS) software in 2019. Due to the outdated nature of the current system procured approximately 10 years ago, the software is no longer continuing to meet the growing needs of the department.

The Image Trend system was identified as the leading solution for the Fire Department, not only for improved medical response documentation, but as a full suite encompassing all aspects of operations (fire, medical, training, special duties) as well as prevention and safety services (inspections, investigations, etc.) This single system also provides the Fire Department with the following:

- An integrated single platform for all divisions within the agency
- Removal of current process redundancies and data-entry duplication
- Ability to efficiently capture NEMSIS and NFIRS data (required national EMS/Fire data repositories) in a single record system
- Operating efficiencies through automated workflow and agency-specific customizations
- Enhanced access to data through robust dashboards and analytic tools
- Enhanced quality management functionality and messaging tools
- Enhanced security and quality/compliance audit capabilities, in line with State and Federal recommendations
- 24/7 Technical Support

FINANCIAL IMPACT:

Total One-Time Fees for onsite set up and training \$13,085.00. Total annual Recurring Fees \$48,392.00. Total Year One Fees not to exceed \$61,477.00.

SUBMITTED BY:

John Sullivan, Fire Chief

ATTACHMENTS:

Image Trend Contract

CONTRACT ROUTING FORM

Contract No. SCON-200286 Project No. _____ Bid No. _____ RFP No. 202003

☒ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR: ImageTrend

CONTRACT DESCRIPTION: Comprehensive Fire - EMS Records Manager Software

CONTRACT VALUE: \$61,477.00

GL ACCOUNT NO: Fund 262/CC0422

GRANT FUNDED: ☒ NO ☐ YES If YES, Grant No. _____

SIGNATURES RECOMMENDING APPROVAL

Nicole Abry _____
PURCHASING/CONTRACT COORDINATOR DATE

J. Chaff _____
LEGAL DEPARTMENT DATE 7/10/20

DIRECTOR ADMINISTERING CONTRACT (greater than \$10,000) DATE

APPROVED and EXECUTED

N/A

DIRECTOR ADMINISTERING CONTRACT (\$10,000 or less) DATE

N/A

CITY MANAGER/ASST CITY MANAGER (\$50,000 or less) DATE

MAYOR/CITY SECRETARY ATTESTS (if applicable) DATE

FINAL PROCESSING

PURCHASING DATE

for Purchasing Use Only
Insurance Certificates: **ATTACHED**
Performance Bond: **x**
Payment Bond: **x**
Form 1295: 2020-641649

For City Secretary Use Only
Originals sent to CSO:
Scanned into Laserfiche/Global:
Council Date: _____ Item No.: _____

Fire Department is getting this on next council agenda. Please sign and send back to me. I'll hold contract prior to council night- nicole 7.9.2020

Master Software and Services Agreement

CONTRACT NUMBER: SCON-2000286

BETWEEN

**City of Georgetown
300-1 Industrial Avenue
Georgetown, TX 78626**

AND

IMAGETREND®

**ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, Minnesota 55044**

THIS AGREEMENT is made and entered into on the date last written below, by and between the ImageTrend, Inc., a Minnesota corporation (hereinafter "ImageTrend"), and the City of Georgetown, a Texas home-rule municipality (hereinafter "Client"), together "the Parties".

RECITALS

WHEREAS, Client desires to have services performed by ImageTrend, or

WHEREAS, Client desires to purchase Commercial-Off-The-Shelf Software from ImageTrend, or

WHEREAS, Client desires to purchase Custom Software Development from ImageTrend, and

WHEREAS, ImageTrend possesses technical skill, knowledge, and capability in consulting and designing custom and off-the-shelf software solutions and performing technical software services and Client desires such services,

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

"Agreement" and **"This Agreement"** means this Master Software and Services Agreement, the Work Orders issued hereunder, all Attachments and Exhibits attached hereto, and any Amendments made in mutually executed hereto.

"Business Day" means a single 8 hour period occurring on a Monday, Tuesday, Wednesday, Thursday or Friday, 9:00am CST to 5:00pm CST, excluding holidays per §14(b) below. Unless specified in a Service Order, ImageTrend personnel will only perform services during Business Days.

"Business Week" means a 5 day period, beginning Monday at 9:00am CST and ending Friday at 5:00pm CST, excluding holidays per below.

"Confidential information" means the proprietary products and trade secrets, including, but not limited to, computer software, code, technical parameters, price lists, methods of pricing, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed. Information shall be considered Confidential Information if it is identified in writing as confidential or proprietary, or if disclosed verbally or visually in discussion, upon written notice specifying and describing the nature of the orally disclosed Confidential Information at that time, or within fifteen (15) days of such disclosure.

"Commercial Off The Shelf" or "COTS" means pre-designed software products which are made available for sale by ImageTrend to many customers. COTS is mutually exclusive to Custom Software or Custom IP. MOTS means Modified Off The Shelf, and is a derivative work of ImageTrend COTS Software.

"Custom IP" or "Custom Software" means software products, or other Intellectual Property, which is designed for a specific purpose, for a specific customer or CLIENT.

“Deliverable” means an intangible or tangible product, material, or service produced as a result of a Work Order, and each Deliverable is specified in the corresponding Work Order from which it is produced.

“Disclosing Party” means the party disclosing Confidential Information to the other party, see also Receiving Party.

“Effective Date” means the date upon which the last party has signed and executed this Agreement.

“Fixed Fee” means a fixed amount of compensation due in return for a fixed Deliverable.

“Governmental Entity” shall have the same meaning as “State and local government entities” as defined in the General Services Administration Acquisition Manual (GSAM) at 538.7001, as updated.

“Intellectual Property” means any intellectual property or proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, trade names, brand names, corporate names, assumed names and business names (“Trademarks”, which term shall include the items described in clause (viii) below); (ii) patents and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations or extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like statutory rights; inventions, invention disclosures, discoveries and improvements, whether patentable or not; (iii) copyrights and works of authorship; (iv) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding federal, state or foreign statutory or common law), business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person; (v) mask works; (vi) moral rights, author’s rights or rights of publicity; (vii) claims, causes of action and defenses relating to the enforcement of any of the foregoing; (viii) any applications for registration of any of the foregoing, and all renewals or extensions of any of the foregoing, whether now existing or hereafter arising; and (ix) the goodwill associated with each of the foregoing. For the avoidance of doubt, “Intellectual Property Rights” includes any and all of the foregoing related to computer software, data files, Source Code, Object Code, APIs, manuals, documentation, specifications, databases or other materials or information.

“Licensed Information” means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

“Local Travel” means travel to a destination in the Twin Cities Metro area, within 30 miles of Lakeville, MN.

“Materials” and “Expenses” means but is not limited to third party software licenses, physical hardware, test devices, or other items, reasonable travel expenses (including but not limited to food, lodging, and transportation), printing, delivery of materials, or any other cost reasonably incurred arising out of this Agreement.

“Master Services Agreement” means this document excluding Work Orders issued from this document.

“Pre-Existing Materials” means code, documentation, frameworks, development accelerators, tool sets or any other materials owned by ImageTrend and not developed as part of the services performed for

Client. It may include, without limitation, Security Framework, Dashboard, ImageTrend Frameworks, Report Writer and any other tools or Intellectual Property made or used by ImageTrend unrelated to this Agreement.

“On-Site Hour” means time an hour worked by ImageTrend personnel on Client premises, or other premises of Client’s choosing that are not ImageTrend’s corporate offices.

“Statement of Work” means the technical document which outlines a mutually agreed upon specification for particular Custom Development projects and associated costs, payment terms and acceptance procedures. This document requires client acceptance and signature prior to beginning work.

“Support” means technical support for the configuration and functioning of the products, including taking and monitoring defect reports, as defined further below in the Service Level Agreement between ImageTrend and Client.

“Software” means ImageTrend software provided to Client by ImageTrend, specifically software developed and/or written by ImageTrend. Software developed by a third-party which is purchased on behalf of Client is considered Third Party Material.

“Receiving Party” means the party receiving Confidential Information from the Disclosing Party.

“The Agreement” means collectively this Master Services Agreement, its Exhibits, all Work Orders issued from this Master Services Agreement, and all Exhibits to Work Orders.

“Third Party Material(s)” means software or other materials owned by a party other than Client or ImageTrend.

“Time and Materials Basis” means charges billable to the Client based upon each hour worked, multiplied by the hourly rate for the work, plus the cost of any Materials necessary (including but not limited to, the cost of third party software licenses, travel and accommodation expenses, or otherwise), or Materials beneficial (conditioned upon mutual assent of the parties), billed on a monthly basis in arrears.

“Work Order” means the document which outlines a mutually agreed upon set of services, products, or Deliverables and associated costs, payment terms, and acceptance procedures.

SECTION 2. TERM OF AGREEMENT

The Term of this Agreement shall be 12 months from the Effective Date of this Agreement (“Initial Term”). Upon expiration of a Term, the Term shall automatically renew under the same terms and conditions for additional subsequent 12 month term (“Renewal Term”), unless terminated under the terms of this Agreement or by otherwise giving the other party no less than 30 days of written notice prior to the last day of the then-current Term.

SECTION 3. WORK ORDERS

CREATION OF WORK ORDERS. The parties may, from time to time, work together to detail the specific engagement scope, pricing, acceptance criteria, and terms of services to be performed and Deliverables to be delivered by ImageTrend. ImageTrend will set forth these details as a Work Order. If the Work Order is for the purchase of COTS Software, the Work Order shall also outline the quantity and SKU of

each product or service as applicable. Should a Work Order contain no term regarding a topic, the terms of this Master Software and Services Agreement shall hold instead.

LIMITATIONS OF WORK ORDERS. Work Orders may include requirements on the Client. Such requirements, when executed as part of a mutual agreed writing, form a material part of this Agreement and of the Work Order where the requirement is presented. Additionally, either party may set forth factual assumptions (“Assumption”) in each Work Order. Notwithstanding anything in this Agreement or the Work Order, a Work Order will be rendered void to the extent that either party is obligated to perform services which are impossible or impracticable. Further, a Work Order will be rendered voidable to the extent that ImageTrend is obligated to perform services materially different than originally set out in that Work Order due to an inaccurate Assumption. The parties will make commercially reasonable efforts to negotiate an alternative or modified Work Order in light of the inaccurate Assumption.

MODIFICATION OF WORK ORDERS. Any modification to the scope or tasks identified within the Work Order that increase the work budget shall require a new modified written Work Order or written Change Order. ImageTrend shall not work on the new tasks in the modified Work Order until the Client has provided signed written acceptance of the new Work Order.

FEE MODEL. The Work Order will contain fee and payment terms. The following fee models are contemplated:

Model Name	Definition
Fixed Fee	ImageTrend shall perform the work outlined in the Work Order for a fixed flat fee, plus Expenses. The Fixed Fee is exclusive of Expenses unless the Work Order outlines the Expenses. The Fixed Fee model may include milestone payments, with such milestone payments outlined in the Work Order.
Time and Materials	ImageTrend shall perform the work outlined in the Work Order on a Time and Materials basis, at the rate(s) specified in the Work Order.

LEGAL EFFECT. Work Orders issued under this Master Services Agreement are incorporated by reference into this Master Services Agreement which collectively is called “the Agreement.” Work Orders do not override the terms of this Master Services Agreement unless specifically stated that they do so. Work Orders may contain their own Fee/Payment Schedules and Payment Terms; those terms are binding insofar as they concern the services or Deliverables contemplated by the Work Order. For Work Orders without their own fee and payment terms, the payment terms in Price Sheet and Work Order Attachment below control.

CUSTOMIZED SOFTWARE DEVELOPMENT. The parties may mutually agree to a Work Order also known as a Statement of Work for the development of new or custom software, also known as “Modified Off The Shelf” or MOTS. All normal requirements of the Work Order shall apply, but additionally the parties must work together to mutually define a Statement of Work which outlines the tasks, and their timelines, to be undertaken as part of the project. Any Customized Software or MOTS Software developed under this Agreement will be Intellectual Property owned by ImageTrend. Should Client desire ownership of any Intellectual Property developed by ImageTrend, this must be embodied by a separate, mutually executed contract. For clarity, Client shall not and will not own any ImageTrend

Intellectual Property under any circumstance under this Agreement. Client may only receive a license thereto as outlined in each Work Order.

SECTION 4. PERFORMANCE OF SERVICES

COMMENCEMENT. ImageTrend shall begin services described in the Work Order subsequent mutual signed execution the Work Order. No services shall begin before mutual signed and written final acceptance of each Work Order.

USE OF KNOW HOW. ImageTrend shall use its know-how, Intellectual Property, talent, skills, and employees to perform the services. Client shall conditionally receive a license to any and all pre-existing ImageTrend Intellectual Property and Know-How used in the creation of Deliverables and delivery of services as outlined below in §6 "Licensing and Intellectual Property" and the Software Licensing Terms Agreement.

MATERIALS. Materials (including, but not limited to, third party software licenses, physical hardware, test devices, or other items and any other Material) that will be used in the development of the Software will be identified by ImageTrend to Client. ImageTrend shall acquire such Materials as the parties mutually agree should be acquired, and it shall be the Client's responsibility to pay for those materials.

ACCEPTANCE OF SERVICES AND DELIVERABLES. ImageTrend shall deliver completed Deliverables and services to Client for acceptance. Each Work Order must detail the acceptance criteria for each Deliverable or service contained within that Work Order. If a Deliverable or services acceptance criteria is measurable objectively, it shall be complete upon satisfaction of that objective measurement without regard to either party's satisfaction with the Deliverable. If 1) a Deliverable's acceptance criteria is based on Client's satisfaction with the Deliverable, or 2) no acceptance criteria is detailed, then the following default clause shall apply:

After delivery of the Deliverable or performance of the service, Client shall have no more than 15 days to: 1) accept the deliverable or service, or 2) reject the deliverable or service by providing a written rejection that reasonably sets forth the reason for the rejection and the changes required to gain Client's acceptance, or 3) provide a written request for a 15 additional day extension to review the Deliverable or service; ImageTrend shall not unreasonably withhold approval of such 15 day extension. If Client does not provide an acceptance within the above time frame inclusive of extensions, the Deliverable or service will be deemed accepted.

SECTION 5. FEES, INVOICING, AND PAYMENT TERMS

PROMPT PAYMENT ACTS. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING PARAGRAPH APPLIES: To the degree any term in this Section 5, or any payment related term in any Work Order, conflicts with the governing prompt payment act or similar procurement act which unambiguously limits client's ability to agree or comply with any term in this section 5 or in any payment related term in any work order ("The PPA"), the term in the PPA will instead control. For clarity, unless there is an

unambiguous conflict between the terms of this Section 5 or in any Work Order, the PPA shall not control and this Agreement shall still control.

FEES. Client shall owe to ImageTrend such fees as set forth in each mutually executed Work Order.

SCHEDULING NON-LOCAL TRAVEL. For air travel Client may, and is strongly advised to, schedule travel no less than 3 weeks in advance of the first on-site date by written request; ImageTrend reserves the right to approve or deny travel requests on a per-request basis. Client may also request travel by writing with 3 weeks or less advance notice; ImageTrend reserves the right to approve or deny such travel requests, and to invoice costs to Client due to scheduling changes ImageTrend must make to accommodate such a request if approved.

CANCELLATION, RESCHEDULE, OR DELAY. Client will provide to ImageTrend (10) ten business days prior written notice of Client's intent to delay, reschedule, or cancel ("Staffing Change") any service in a Work Order which requires an ImageTrend employee to perform work at a specific location or at a specific time (e.g. face-to-face meetings, on-site visits, after hours on-call status). If Client fails to provide such notice, Client shall reimburse ImageTrend for loss caused by the Staffing Change. ImageTrend shall use commercially reasonable efforts to mitigate any losses that would be incurred by a Staffing Change and due to ImageTrend by Client.

INVOICING. Unless otherwise specified in a Work Order, invoices must be paid on Net 30 terms. Any objection to an invoice must be made in writing. Client may request up to an additional 15 days to review Deliverables associated with an invoice, approval to which ImageTrend shall not unreasonably withhold. If Client does not object to an invoice, or request an extension to review Deliverables, within 30 days after receipt of the invoice then the invoice is deemed accepted and any right to object to the invoice is waived. Payment shall be made by check or by ACH transfer to ImageTrend.

REMEDIES FOR NON-PAYMENT. Should Client fail to pay per the terms of this Agreement and this Section 5, ImageTrend may 1) suspend services under all Work Orders until such payment is made in full, and/or 2) charge a late fee at the lesser of 1.5% or the maximum allowed by law, and/or 3) invoice Client for the costs of collection including reasonable attorney's fees.

TRAVEL COSTS. Should Client desire ImageTrend to send personnel to a location of Client's choosing in the continental United States, Client may pay \$1,750 per ImageTrend trainer per trip and a further \$1,400 per trainer per day spent at Client's chosen location. Travel outside of the continental US will be quoted by ImageTrend upon request. Travel may only be scheduled for a maximum of one business week of Monday through Friday per trip; however Client may book consecutive trips. Non-local travel scheduling which runs from one business week into a subsequent business week(s) (e.g. start date on Friday at 8:00am, end date Wednesday at 5:00pm, "Overlapped Weekend") will result in ImageTrend invoicing Client an additional trip for each Overlapped Weekend. ImageTrend staff will work 8 hours each day, except on the first and last day of each trip ImageTrend may reserve up to 2 hours of the Business Day for travel time.

TIME AND MATERIALS RATE. Unless otherwise specified in a Work Order, ImageTrend's Time and Materials rate is \$175.00 per hour.

PRICE ESCALATION. ImageTrend reserves the right to escalate the prices contained herein, and any recurring fee, by no more than 3 % of the then current price for each anniversary of the Effective Date beginning on 06/01/2021. ImageTrend further reserves the right to escalate travel prices once per year upon written notice to Client. Such travel price increases will only affect future travel prices and will not change the price or amount due to ImageTrend for previously rendered travel.

SECTION 6. DATA AND INTELLECTUAL PROPERTY

CLIENT DATA. All Client data provided to ImageTrend remains at all times the property of the Client unless otherwise specified by a Work Order. ImageTrend will not to use or make available any personally identifiable information or patient health information other than for performing the services outlined in a Work Order, and for use in an aggregated manner to monitor, operate, train artificial intelligence, and conduct statistical analyses relevant to the application's proper functioning, maintenance, optimization, or improvement. ImageTrend will not in any way transfer to any third party any Confidential Information of Client.

DE-IDENTIFICATION. ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). The § 164.514(2)(i) data elements are reproduced below at Attachment A. ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at <http://dx.doi.org/10.6028/NIST.IR.8053>). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP. All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Work Orders and in accordance with the license selected below in the Software Licensing Terms Attachment, conditioned upon full payment of the Work Order from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Work Order. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing a Work Order shall be owned by the party that authored the

Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of ImageTrend Software products licensed per Software Licensing Terms Attachment below, or “Modified Off The Shelf Software” as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

SECTION 7. CONFIDENTIALITY

CONFIDENTIALITY ACKNOWLEDGEMENT. To the extent allowed by law, each party hereby acknowledges and agrees that the other Party’s Data, potential clients or customers, client or customer lists, business plans, pricing structures, software and database designs, and any other information a Party has marked as Confidential, constitute Confidential Information. Each party agrees to treat (and take precautions to ensure that its authorized personnel treat) Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below. Orally transmitted information shall not be Confidential Information unless specified as such in a writing transmitted from the Disclosing party to the Receiving party within 15 days of the oral transmission, with such writing providing a reasonable description and scope of the Confidential Information transmitted.

CONFIDENTIALITY OBLIGATIONS. To the extent allowed by law, each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this §7 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by a Party by means other than the disclosure of the information by the Disclosing Party; (iii) is duly obtained by a Party directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to the Party, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of a Party, subsequent to the receipt of the information by Party. In the event Client determines that any confidential information is responsive to a request for records under the Texas Public Information Act, Client shall endeavor to withhold such reports and shall seek a ruling from the Office of the Attorney General, if necessary.

SURVIVAL. This §7 shall survive the termination of this Agreement or of any license granted under this Agreement.

SECTION 8. WARRANTIES

NO CONFLICTS OF INTEREST. ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend’s obligations under this Agreement.

SERVICES. All services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards and will comply with all applicable laws. All Deliverables will substantially conform to the agreed-upon specifications set forth in the applicable Work Order or as otherwise set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT ABOVE, THE SERVICES IMAGETREND PROVIDES TO CLIENT ARE PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR TO THIS AGREEMENT. IMAGETREND HEREBY EXPRESSLY DISCLAIM, AND CLIENT HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES.

SECTION 9. LIMITATION OF LIABILITY

EACH PARTY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THAT PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EACH PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THIS SHALL BE LIMITED TO THE AMOUNT OF THE FEES DUE UNDER THIS AGREEMENT.

SECTION 10. DISPUTE RESOLUTION

DUTY TO NEGOTIATE IN GOOD FAITH PRIOR TO FORMAL DISPUTES. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING 2 PARAGRAPHS APPLY:

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place, or by teleconference.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

ARBITRATION. If Client is NOT a Governmental Entity the following paragraph applies:

Any dispute between ImageTrend and Client under this Agreement shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association in the State of the defending party and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, ImageTrend and Client shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, that third arbitrator shall preside over any dispute. ImageTrend and Client shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions

of this Agreement and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The arbitrator shall endeavor to keep costs as low as possible while still allowing for the just and fair disposition of the dispute. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. ImageTrend and Client shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

SECTION 11. NON-EXCLUSIVITY

This Agreement does not establish any exclusivity of service, contract, customer relationship, or otherwise between the parties.

SECTION 12. AMENDMENTS

This Agreement may only be modified by a mutually executed writing including but not limited to Work Orders, signed by a person having authority to sign.

SECTION 13. TERMINATION

Either Party may terminate this Agreement upon giving the other Party thirty days (30) days' prior written notice to the other Party in addition to any other remedy or right contained in this Agreement. This right of termination is additive to other rights of termination identified above in this Agreement and does not preclude the exercise of those other rights.

SECTION 14. INDEMNIFICATION

IMAGETREND INDEMNITY. ImageTrend shall defend and indemnify Client from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of ImageTrend. Client shall promptly notify ImageTrend for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, ImageTrend shall have the right and option to undertake and control such defense of such action with counsel of ImageTrend's choice with control to settle any such Claim. ImageTrend shall have no obligation to defend or indemnify Client from Claims arising out of Client's negligent or intentional wrongful acts or omissions. Because ImageTrend must provide its own insurers with notice of a claim within 60 days of actual knowledge of a Claim, Client accordingly must provide ImageTrend written notice no more than 60 days after Client has actual knowledge of a Claim else ImageTrend shall have no obligation to indemnify Client.

CLIENT INDEMNITY. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH DOES NOT APPLY. Client shall defend and indemnify ImageTrend from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of Client. ImageTrend shall promptly notify Client for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, Client shall have the right and option to undertake and control such defense of such action with counsel of Client's choice with control to settle

any such Claim. Client shall have no obligation to defend or indemnify ImageTrend from Claims arising out of Client's negligent or intentional wrongful acts or omissions. ImageTrend accordingly must provide Client written notice no more than 60 days after ImageTrend has actual knowledge of a Claim else Client shall have no obligation to indemnify Client.

SECTION 15. GENERAL TERMS

- a. **INSURANCE REQUIREMENTS.** ImageTrend will provide to Client a Certificate of Insurance upon request. Further insurance requirements are included below as an attachment.
- b. **ELECTRONIC SIGNATURES.** The parties agree to conduct transactions primarily via electronic means. Accordingly, each party accepts electronic signatures and Deliverables as equivalent to physical versions of the same.
- c. **BUSINESS DAYS AND HOLIDAYS.** The parties agree a business day is 8 hours long, and excludes Saturdays, Sundays, and days reasonably considered a holiday by either party per each party's written policies. Unless otherwise specified in a Work Order, ImageTrend shall perform services only during business days, from 9:00am CST to 5:00pm CST.
- d. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, duly signed by both parties, each of which will be deemed an original but all of which, together, will constitute one and the same Agreement. Any terms not present in all counterpart copies are severed and void. Electronic counterparts are equally as valid as original counterparts.
- e. **FORCE MAJEURE.** Neither party will be liable for delays nor for non-performance due to an unforeseeable event, external to this Agreement and the parties, where the occurrence of the event beyond the non-performing or delayed party's reasonable control ("Force Majeure Events.") This clause shall not apply to costs due to ImageTrend to reimburse cancellation, reschedule, or modification of travel arrangements per §5 above. Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g. airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control.
- f. **REASONABLE COOPERATION.** Client will reasonably cooperate with ImageTrend to the extent reasonably necessary to enable ImageTrend to perform the Services contemplated in each Work Order. Accordingly, Client will provide access, information or other materials in a fashion timely to the schedule of each Work Order. ImageTrend shall have no liability to Client for delays arising out the actions or non-actions of Client.
- g. **NON ASSIGNABILITY.** A party shall not assign this Agreement or its rights hereunder without the prior written consent of the other party.
- h. **JURISDICTION AND VENUE.** The parties agree that the law governing this Agreement shall be that of the State of Minnesota without regard to its conflict of laws principles. **IF CLIENT IS A**

GOVERNMENTAL ENTITY the law governing this Agreement shall be that of the Client's jurisdiction without regard to its conflict of laws principles.

- i. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties, with respect to this subject matter, including, but not limited to the services, goods, products, and Software provided by ImageTrend for Client and the compensation provided by Client for said provision of such services therefore, and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by the parties.
- j. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- k. **WAIVER.** No waiver by either party of any of any provision hereof shall constitute a waiver of any other term of this Agreement nor shall it preclude either party from enforcing its rights.
- l. **NONAPPROPRIATION. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH APPLIES.** The continuation of this Agreement is contingent upon the appropriation of funds by the legislature or other sources as applicable to fulfill the requirements of the Agreement. If the insufficient monies are appropriated to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the applicable appropriation laws or regulations for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement or any Work Order hereto, the Agreement or applicable Work Order(s) shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. ImageTrend shall be entitled to payment for deliverables in progress, to the extent work has been performed pursuant to this Agreement or any Work Order hereto; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.
- m. **ATTORNEYS' FEES.** In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorneys' fees.
- n. **INDEPENDENT CONTRACTORS.** It is the express intention of Client and ImageTrend that ImageTrend and its employees and agents will perform the services hereunder as independent contractors to Client. Nothing in this Agreement shall in any way be construed to constitute ImageTrend or its employees or agents as an agent, employee or representative of Client. Without limiting the generality of the foregoing, ImageTrend is not authorized to bind Client to any liability or obligation or to represent ImageTrend has any such authority. Client and ImageTrend agree that neither ImageTrend employees nor its agents will receive Client - sponsored benefits from Client.

- o. **NOTICES.** Any notice required to be given by either party to the other shall be deemed given if in writing on the date actually delivered (including electronic methods such as e-mail), or if deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, on the postmarked date and addressed to the notified party at the address set forth below, or to such other address as a party may designate from time to time by means of notice given hereunder to the other party.

If to Client:

City of Georgetown
Attn: David Morgan, City Manager
P.O. Box 409
Georgetown, TX 78627

With a copy to:

City of Georgetown
Attn: Skye Masson, City Attorney
P.O. Box 409
Georgetown, TX 78627

If to ImageTrend:

ImageTrend, Inc.
Attn: Mike McBrady
20855 Kensington Boulevard
Lakeville, MN 55044

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree

Client**ImageTrend****Signature:****Signature:**  **Print Name:****Print Name:** Joseph T. Graw**Title:****Title:** President**Date:****Date:** Jul 8, 2020**APPROVED AS TO FORM:**

Skye Masson, City Attorney

JAMES C. KACHELMEIER, ASST. CITY ATTORNEY

SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

“ImageTrend Elite Data Marts” means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

“ImageTrend Elite Reporting Tools” means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

“Incident(s)” means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

“Licensed Information” means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as “ImageTrend University.”

“The Software” means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. “Elite EMS SaaS” shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend’s right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) (“SaaS”)	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software

	and/or Licensed Information or copies thereof except as provided in this Agreement.
ImageTrend Hosted License ("License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.
Client Hosted License ("On Premise License")	<p>ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.</p> <p>Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non- ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non- ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client's hosted environment's cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend's duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend's responsibility to maintain or resolve problems with Client's hosted environment. ImageTrend's sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend's out-of-scope rate of \$175.00.</p>

SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client knowingly permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client knowingly permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

INSTRUCTIONS. ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 5. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 6. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at <https://ImageTrend.uservoice.com/>.

SECTION 7. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a

copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMSIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client's request, but ImageTrend is under no obligation to do so.

SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach.

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client <u>is not</u> a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers ("Public Agency")	Client responds to emergency medical incidents and transports patients therefrom and <u>is</u> a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client's governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Jenna McGurk or their successor, conducts their job duties most frequently.

State, County, Region, City for its constituents	Client is a Governmental Entity with authority or an official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	Licensed individuals within Client's legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
10,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Elite™ Rescue Setup	ELT.003.002.003	\$4,635.00	1	\$4,635.00
Onsite Training Session - 8 Hours	ELT.006.003.004	\$1,400.00	3	\$4,200.00
Travel	ELT.006.003.008	\$1,750.00	1	\$1,750.00
Vault™ Setup	ELT.003.002.020	\$2,500.00	1	\$2,500.00

Total One-Time Fees: \$13,085.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Elite™ Rescue - SaaS *Includes Elite™ Field	ELT.001.002.015	\$18,544.00	1	\$18,544.00
CAD Distribution	ELT.002.007.001	\$3,500.00	1	\$3,500.00
Other CAD Vendor	ELT.002.007.019	\$0.00	1	\$0.00
Auto Export to NEMSIS v3 Web Service	ELT.002.009.005	\$3,500.00	1	\$3,500.00
Mobile Fire Inspections - SaaS	ELT.001.002.014	\$3,798.00	1	\$3,798.00
Permits	ELT.001.002.021	\$2,000.00	1	\$2,000.00
Vault™ Records with Attachments	ELT.001.002.036	\$0.05	20,000	\$1,000.00
Visual Informatics™	ELT.001.002.032	\$1,875.00	2	\$3,750.00
Visual Informatics™ EMS Cube	ELT.001.002.023	\$0.00	1	\$0.00
Visual Informatics™ Fire Cube	ELT.001.002.024	\$0.00	1	\$0.00
Continuum®	CTM.001.002.001	\$4,000.00	1	\$4,000.00
Continuum® EMS Content Package	CTM.001.002.002	\$3,150.00	1	\$3,150.00
Continuum® Fire Content Package	CTM.001.002.003	\$3,150.00	1	\$3,150.00
Investigations	ELT.001.002.018	\$2,000.00	1	\$2,000.00

Total Recurring Fees: \$48,392.00

TOTAL YEAR 1: \$61,477.00

Send Invoices To:

Jenna McGurk
jenna.mcgurk@georgetown.org
300-1 Industrial Avenue
Georgetown, TX 78626

Payment Terms:

- “One Time Fees” are due once, as specified by the Milestone terms below.
- “Recurring Fees” are annual fees which recur each year. They are due on each anniversary of the fee, with the start date beginning upon completion as specified by the Milestone terms below. The Recurring Fees will escalate in price annually by 3% beginning on 06/01/2021 and each year thereafter.
- ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client’s breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
- ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend’s discretion, payments are consistently deficient or late.
- All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
- ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

Optional Items

Items in the table below are not goods or services currently contracted or provided by this Agreement, rather, they are included to allow Client to add those goods or services by first providing written notice to ImageTrend, subsequently ImageTrend will provide Client with a Work Order for the Optional item, and upon Client’s signature of that Work Order, ImageTrend will begin the work.

Product	SKU	Unit Price	Description
CARES Distribution	ELT.002.010.001	\$5,000.00	Incidents matching specific criteria for cardiac arrests can automatically be sent to a CARES (Cardiac Arrest Registry to Enhance Survival) endpoint. NOTE: Legacy Data Migration is not included, but is available for an additional cost.
Data Mart™ License Ongoing Automated Delivery	ELT.001.001.017	\$7,500.00	A Data Mart makes available a copy of the Elite solution reporting database(s) into the client’s own managed database

environment (Microsoft SQL Server 2014 Standard edition or higher). The data mart is designed as a star schema database ideal for reporting and analytics queries. The Data Mart is intended for clients who have technical staff, analysts and other staff looking to dive deeper into their data by using their own reporting, analysis and business intelligence tools. The Data Mart database is client-hosted and is only available for licensed models. This option includes a Data Dictionary for the data mart, examples of table relationships, and sample SQL SELECT statements. With this option (Ongoing Automated Delivery), the data mart is updated automatically on a regular basis via an ETL process that runs on the ImageTrend side and transmits just updated and new data changes via a VPN tunnel between ImageTrend and the client's Microsoft SQL Server database server. This option is hosted by the client on a Microsoft SQL Server database server (2014 Standard edition or higher). Note that the frequency of updates for this data mart option is not "real time". Updates are automatic and ongoing throughout the day but the speed of these updates is dependent on network latency, source and target database performance, as well as the time it takes the ETL process to move data that is entered into the Elite source system to the reporting data mart. Note that the data mart database does not include images or attachments (e.g., PDFs, EKGs, images, etc.).

Data Mart™ License Ongoing Automated Delivery Support	ELT.005.001.015	\$1,875.00	
Target Solutions Distribution	ELT.002.011.003	\$3,500.00	Integrating with Target Solution provides training and activities information, such as class attendees and score, in the ImageTrend training module within Elite.
Data Mart™ License Ongoing Automated Delivery Additional Data Source	ELT.001.001.018	\$3,750.00	Data Mart is ImageTrend's offering for providing an on-site version of a reporting database on a client's database server. Every ImageTrend Elite site has a reporting database, which is designed and fine-

tuned for the best experience in getting data out of the system in the form of reports through Report Writer. This offering includes one data source (e.g., Elite EMS or Elite Fire). This option is hosted by the client on a Microsoft SQL Server database server (2014 Standard edition or higher). With this option, the data mart is updated automatically on a regular basis via an ETL process that runs on the ImageTrend side and transmits just updated and new data changes via a VPN tunnel between ImageTrend and the client's Microsoft SQL Server database server. Note that the frequency of updates for this data mart option is not "real time". Updates are automatic and ongoing throughout the day but the speed of these updates is dependent on network latency, source and target database performance, as well as the time it takes the ETL process to move data that is entered into the Elite source system to the reporting data mart. Note that the data mart database does not include images or attachments (e.g., PDFs, EKGs, images, etc.).

Data Mart™ License	ELT.005.001.016	\$937.50
Ongoing Automated Delivery Additional Data Source Support		
Performance Insights	CTM.001.002.021	\$10,000.00

MILESTONE 1

Site Available. ImageTrend software is available via the Web. This Site Available Milestone is complete when ImageTrend has provided Client: 1) at least one web URL to the ImageTrend software, and 2) a system administrator account with login credentials, and 3) Client is able to log into the ImageTrend software at that URL.

Description	Unit Price	Quantity	Extended Amount
Elite™ Rescue - SaaS *Includes Elite™ Field	\$18,544.00	1	\$18,544.00
Elite™ Rescue Setup	\$4,635.00	1	\$4,635.00
Mobile Fire Inspections - SaaS	\$3,798.00	1	\$3,798.00
Permits	\$2,000.00	1	\$2,000.00
Vault™ Records with Attachments	\$0.05	20,000	\$1,000.00
Visual Informatics™	\$1,875.00	2	\$3,750.00

Visual Informatics™ EMS Cube	\$0.00	1	\$0.00
Visual Informatics™ Fire Cube	\$0.00	1	\$0.00
Vault™ Setup	\$2,500.00	1	\$2,500.00
Continuum®	\$4,000.00	1	\$4,000.00
Continuum® EMS Content Package	\$3,150.00	1	\$3,150.00
Continuum® Fire Content Package	\$3,150.00	1	\$3,150.00
Investigations	\$2,000.00	1	\$2,000.00
Milestone 1 Total			\$48,527.00

MILESTONE 2

Go Live. The parties understand that while the system can be infinitely configured and refined, that the software system must reach a level of readiness and it must “go-live” for usage by the end-users in its intended use cases. Client may desire staged roll out of different features or products for large implementations, or Client may desire to have all functions go live all at once. In the interest of defining a fair and objective measurement point, this Go Live Milestone will be complete when the Client's Software system processes, receives, transmits, generates, or otherwise interacts with the first non-test data record, excluding non-test data which is migrated on a one-time basis from another system.

Description	Unit Price	Quantity	Extended Amount
CAD Distribution	\$3,500.00	1	\$3,500.00
Other CAD Vendor	\$0.00	1	\$0.00
Auto Export to NEMSIS v3 Web Service	\$3,500.00	1	\$3,500.00
Onsite Training Session - 8 Hours	\$1,400.00	3	\$4,200.00
Travel	\$1,750.00	1	\$1,750.00
Milestone 2 Total			\$12,950.00

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	<ul style="list-style-type: none"> - Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software 	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	<ul style="list-style-type: none"> - Minor subsystem failure -Data entry or access impaired on a limited basis. 	Within four (4) hours of initial notification	24 Business hours
Low	<ul style="list-style-type: none"> - User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution 	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
 95.0% - 98.99% = 10% of monthly hosting fee credited
 90.0% - 94.99% = 15% of monthly hosting fee credited
 89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

BUSINESS ASSOCIATE AGREEMENT ATTACHMENT

This Business Associate Agreement (“Agreement”) dated 06/01/2020 (the “Effective Date”), is entered into by and between **Georgetown Fire Department** located at 300-1 Industrial Avenue, Georgetown, TX 78626 (the “Covered Entity”) and ImageTrend, Inc., a Minnesota corporation (the “Business Associate”).

WHEREAS, Covered Entity (also referred to as “Client”) and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not

otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity’s benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, “Recipients”), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate’s obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity,

an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests

by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts to** ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

A. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or

by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

- B. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity’s determinations regarding Covered Entity’s and Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.
- C. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and

reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

- A. **If Client is a Governmental Entity the following clause does not apply:** Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- B. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. Term and Termination.

- A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- B. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

- C. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
 - A. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - B. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
 - D. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
 - E. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
 - F. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. Miscellaneous.

- A. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

ATTN: Skye Masson, City Attorney
300-1 Industrial Avenue
Georgetown, TX 78626

If to Business Associate:

ImageTrend, Inc.
Attn: Michael J. McBrady
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under

this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.
20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree

ClientImageTrendSignature:Signature:
ImageTrend.com, Jul 8, 2020 15:25 (EST)Print Name:Print Name: Joseph T. GrawTitle:Title: PresidentDate:Date: Jul 8, 2020

Approved as to Form:

~~Skye Masson, City Attorney~~

JAMES C. KACHELMAYER, ASST. CITY ATTORNEY

DATA EXCHANGE AUTHORIZATION

Between ImageTrend, Inc. (“ImageTrend”), a Minnesota Corporation located at 20855 Kensington Blvd., Lakeville, MN 55044 and City of Georgetown, a Texas home-rule municipality (“the Data Controller” and “Client”) residing at 808 Martin Luther King Jr. Street, Georgetown, TX 78626, for transmitting ePHI data as identified below.

Whereas; ImageTrend is a provider of data management services and a current Business Associate to the Data Controller and;

Whereas; the Data Controller wishes ImageTrend to exchange certain ePHI data from and to the Data Controller’s System, in ImageTrend’s capacity as a Business Associate

Data Exchange Purpose The purpose of this Data Exchange Authorization is to exchange Data Controller’s data in accordance with the table below that lists the data exchange work items to be fulfilled by ImageTrend (“the Identified Data Exchanges”). It is Data Controllers sole obligation to ensure the “Destination” column is accurate. ImageTrend will fulfill and exchange data with the listed Destination party, and will not deviate from the identified destination unless ImageTrend is directed otherwise in writing by Data Controller. Notwithstanding any term to the contrary, ImageTrend shall not be liable in any manner for sending or receiving data as outlined below; Data Controller assumes all risk for the data source(s) and destination(s) identified below.

Description	Quote Description	Data Source	Data Destination
Auto Export to NEMSIS v3 Web Service	A NEMSIS 3.3.4 or 3.4.0 file can be automatically pushed to a NEMSIS v3 web service (agency’s or biller’s) based on specific criteria being met (i.e. incident status is ‘Ready for Billing’, incident is locked, etc.).	ImageTrend at Lakeville, MN55044	

Authorization. Data Controller hereby authorizes ImageTrend to transmit, import, and/or disclose in accordance with the Identified Data Exchanges, and to transmit, import and/or disclose other data reasonably necessary to achieve the purpose of each work line item outlined in the table above. This Agreement modifies any prior agreements of the parties only to the extent necessary to effect this agreement, and does not otherwise change the terms of any prior agreements between the parties.

Right to Revoke or Terminate. Data Controller may terminate or revoke the right to transmit or disclose data granted to ImageTrend by this Agreement at any time by providing reasonable written notice to ImageTrend and providing a commercially reasonable period of time in which to effect the termination.

The Parties hereby agree to this Data Exchange Authorization:

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree

Client _____

ImageTrend _____

Signature: _____

Signature: SG _____
Signature of Joseph T. Graw, J2203339-CDT

Print Name: _____

Print Name: Joseph T. Graw _____


Title: _____

Title: President _____

Date: _____

Date: Jul 8, 2020 _____

Approved as to Form:


Steve Masson, City Attorney

JAMES C. KACHELMAYER, ASST. CITY ATTORNEY

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

SUBJECT:

Public Hearing and First Reading of an Ordinance for the **voluntary annexation** of an approximately **0.763-acre** tract of land out of the William Roberts Survey, Abstract 524, and a **0.109 acre** tract of land, being over and across a portion of Shell Road, a right-of-way of varying width described to Williamson County, Texas, for the property generally located at **3700 Shell Road** -- Nat Waggoner, PMP, AICP, Long Range Planning Manager

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is requesting annexation for a 1.38-acre tract generally located at 1061 Old 1460 Trail and 0.39-acre portion of Old 1460 Trail right-of-way. The subject property has a Future Land Use designation of Mixed Density Neighborhood. No initial zoning is requested as a part of this annexation. The property will default to Agriculture (AG) zoning.

This property is to be developed as a part of the Enclave at Hidden Oak subdivision. The annexation and zoning for this subdivision was originally approved on February 25, 2020 (Ordinance No. 2020-21). It was subsequently determined during the review of the subdivision plat that the number of vehicle trips generated by the development would require a neighborhood collector level road to serve the neighborhood. This roadway could only be accommodated by expanding the development onto the subject property to the south of the original annexation request.

The item under consideration tonight is to hold a public hearing on the request for annexation and to consider a first reading of the ordinance.

Meeting Schedule:

- 7/14/2020 – City Council Approves Municipal Services Agreement - COMPLETE
- 7/28/2020 – City Council Public Hearing and First Reading of Ordinance - TONIGHT
- 8/11/2020 – City Council Second Reading of Ordinance

FINANCIAL IMPACT:

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

SUBMITTED BY:

Ethan Harwell, Senior Planner

ATTACHMENTS:

Petition for Annexation
Location Map
Ordinance with Exhibits
Presentation



April 21, 2020

Sofia Nelson, Planning Director
City of Georgetown
406 W. Eighth Street
Georgetown, Texas 78626

**RE: THE ENCLAVE AT HIDDEN OAKS
CITY OF GEORGETOWN, TEXAS
CCL 19-148**

Subject: Annexation Letter of Intent

Dear Ms. Nelson:

I, Mark Shelton, Joint Venturer of Shell 105 Joint Venture, hereby submit this Letter of Intent to be voluntarily annexed by the City of Georgetown. We acknowledge the 0.580 acres that is currently used for Health Care purposes is contiguous to the current City Limits. We respectfully request the City Council consideration based on the following per UDC 3.25.030:

- Our Consultant has worked with City Staff by completing a Pre-Development meeting to discuss compatibility of use, utility capacity availability, and proposed infrastructure. The application is complete for review and final action with proper supporting documentation.
- This annexation promotes the health of the City by extending wastewater to an unsewered area. Safety is enhanced by dedication of R.O.W. for future expansion of Shell Road. Proper driveway and street spacing also enhances safety. This annexation and the subsequent development application shall extend an offsite water main providing future development potential along Shell Road, and provides fire flow to this segment of Shell Road. This main allows looping of the City water distribution system into the Hidden Oaks at Berry Creek development which provides maintenance flexibility and improved system pressure in this part of the City's water system.
- This annexation petition and subsequent development Project is consistent with City of Georgetown long range plan to provide orderly development with

connected infrastructure and streets. No variances from the City development rules are requested or needed for this Project.

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings. With this signed petition for voluntary annexation, the landowner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather such improvements will occur through non-City financial assistance through the subdivision and construction process.

The applicant recognizes that this tract will be used for public right-of-way. This request meets the criteria outlined in the UDC Section 3.06.030 by being consistent with the Comprehensive Plan, is compatible with the present zoning and conforming uses of nearby property, and the property to be rezoned is suitable for the uses permitted by the Zoning district that would be applied by the proposed amendment.

Please advise if you have any questions on this matter.

Sincerely,

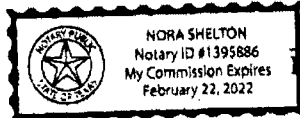


Shell 105 Joint Venture, Joint Venturer

STATE OF TEXAS §
 §
COUNTY OF Travis §

Before me Nora Shelton, Notary Public, on this day personally appeared Mark Shelton, Joint Venturer of Shell 105 Joint Venture, a Texas Joint Venture, known to me through valid identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on May 2, 2020.



Nora Shelton
Notary Public, State of Texas

Attachments

April 21, 2020

Sofia Nelson, Planning Director
City of Georgetown
406 W. Eighth Street
Georgetown, Texas 78626

**RE: THE ENCLAVE AT HIDDEN OAKS
CITY OF GEORGETOWN, TEXAS
CCL 19-148**

Subject: Annexation Letter of Intent

Dear Ms. Nelson:

I, Christie A. Aaronson, Owner of The Annunciation Maternity Home, Inc., hereby submit this Letter of Intent to be voluntarily annexed by the City of Georgetown. We acknowledge the 0.183 acres that is currently used for Health Care purposes is contiguous to the current City Limits. We respectfully request the City Council consideration based on the following per UDC 3.25.030:

- Our Consultant has worked with City Staff by completing a Pre-Development meeting to discuss compatibility of use, utility capacity availability, and proposed infrastructure. The application is complete for review and final action with proper supporting documentation.
- This annexation promotes the health of the City by extending wastewater to an unsewered area. Safety is enhanced by dedication of R.O.W. for future expansion of Shell Road. Proper driveway and street spacing also enhances safety. This annexation and the subsequent development application shall extend an offsite water main providing future development potential along Shell Road, and provides fire flow to this segment of Shell Road. This main allows looping of the City water distribution system into the Hidden Oaks at Berry Creek development which provides maintenance flexibility and improved system pressure in this part of the City's water system.
- This annexation petition and subsequent development Project is consistent with City of Georgetown long range plan to provide orderly development with

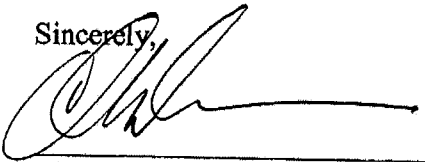
connected infrastructure and streets. No variances from the City development rules are requested or needed for this Project.

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings. With this signed petition for voluntary annexation, the landowner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather such improvements will occur through non-City financial assistance through the subdivision and construction process.

The applicant recognizes that this tract will be used for public right-of-way. This request meets the criteria outlined in the UDC Section 3.06.030 by being consistent with the Comprehensive Plan, is compatible with the present zoning and conforming uses of nearby property, and the property to be rezoned is suitable for the uses permitted by the Zoning district that would be applied by the proposed amendment.

Please advise if you have any questions on this matter.

Sincerely,



Christina A. Aaronson
The Annunciation Maternity Home, Inc.

STATE OF TEXAS

§

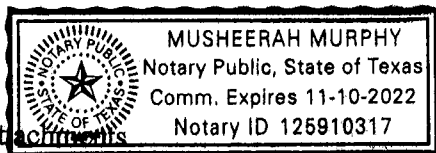
COUNTY OF HAYS

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Before me Musheerah Murphy, Notary Public, on this day personally appeared Christina A. Aaronson, Owner of **The Annunciation Maternity Home, Inc.**, a Texas non-profit corporation, known to me through valid identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on April 30, 2020.



Attachments

Musheerah Murphy
Notary Public, State of Texas

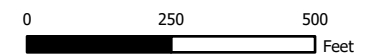


LOCATION

2020-5-ANX

Exhibit #1

-  Site
-  Parcels



An Ordinance of the City Council of the City of Georgetown, Texas, providing for the extension of certain boundary limits of the City of Georgetown, Texas, and the annexation of certain territory consisting of 0.763 acres, more or less, in the William Roberts Survey, Abstract No. 524 and a 0.109 acre portion of right-of-way on Shell Road, as described herein; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, the owners of the area proposed for annexation requested annexation of the area by the City of Georgetown ("City"), pursuant to Local Government Code Section 43.0671; and

Whereas, all of the herein-described property lies within the extraterritorial jurisdiction of the City of Georgetown, Texas; and

Whereas, the Georgetown City Council approved a Municipal Services Agreement for the subject property on July 14, 2020; and

Whereas, the Section 4.03.010 of the City's Unified Development Code ("UDC") creates procedures for initial zoning of newly annexed territory; and

Whereas, all prerequisites of state law and the City Charter have been complied with;

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

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

Section 2. The City Council of the City of Georgetown hereby annexes into the city limits 0.763 acres in the William Roberts Survey, Abstract No. 524 and a 0.109 acre portion of right-of-way on Shell Road, as shown in "*Exhibit A*" and as described in "*Exhibit B*" of this ordinance (the "Property"). The Property is hereby included in City Council District 5, as it is adjacent to Council District 5 and no other City Council Districts. The City's official boundary map and City Council Districts map shall be amended accordingly.

Section 3. In accordance with the procedures for initial zoning of newly annexed territory described in Section 4.03.010 of the UDC, and for the reasons set forth by City Staff, the City Council hereby finds that a zoning classification of Agriculture (AG) is appropriate for the Property and consistent with the City's Comprehensive Plan, and upon annexation the Property shall have a zoning of Agriculture (AG). The City's Official Zoning Map shall be amended accordingly.

Section 4. Upon annexation of the Property, the City shall provide to the Property the municipal services set forth in the Municipal Services Agreement attached to this ordinance as Exhibit "C" and by this reference incorporated within it (the "Agreement"), pursuant to the schedule set forth therein. The City shall have no obligation to provide services to the Property not listed in the Agreement.

Section 5. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 6. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective and be in full force and effect in accordance with the City Charter.

Passed and Approved on First Reading on the 28th day of July 2020.

Passed and Approved on Second Reading on the 11th day of August 2020.

The City of Georgetown:

Attest:

Dale Ross
Mayor

Robyn Densmore, TRMC
City Secretary



Approved as to form:

Skye Masson
City Attorney

LOCATION

2020-5-ANX

Exhibit A

 Site
 Parcels



0 250 500
Feet

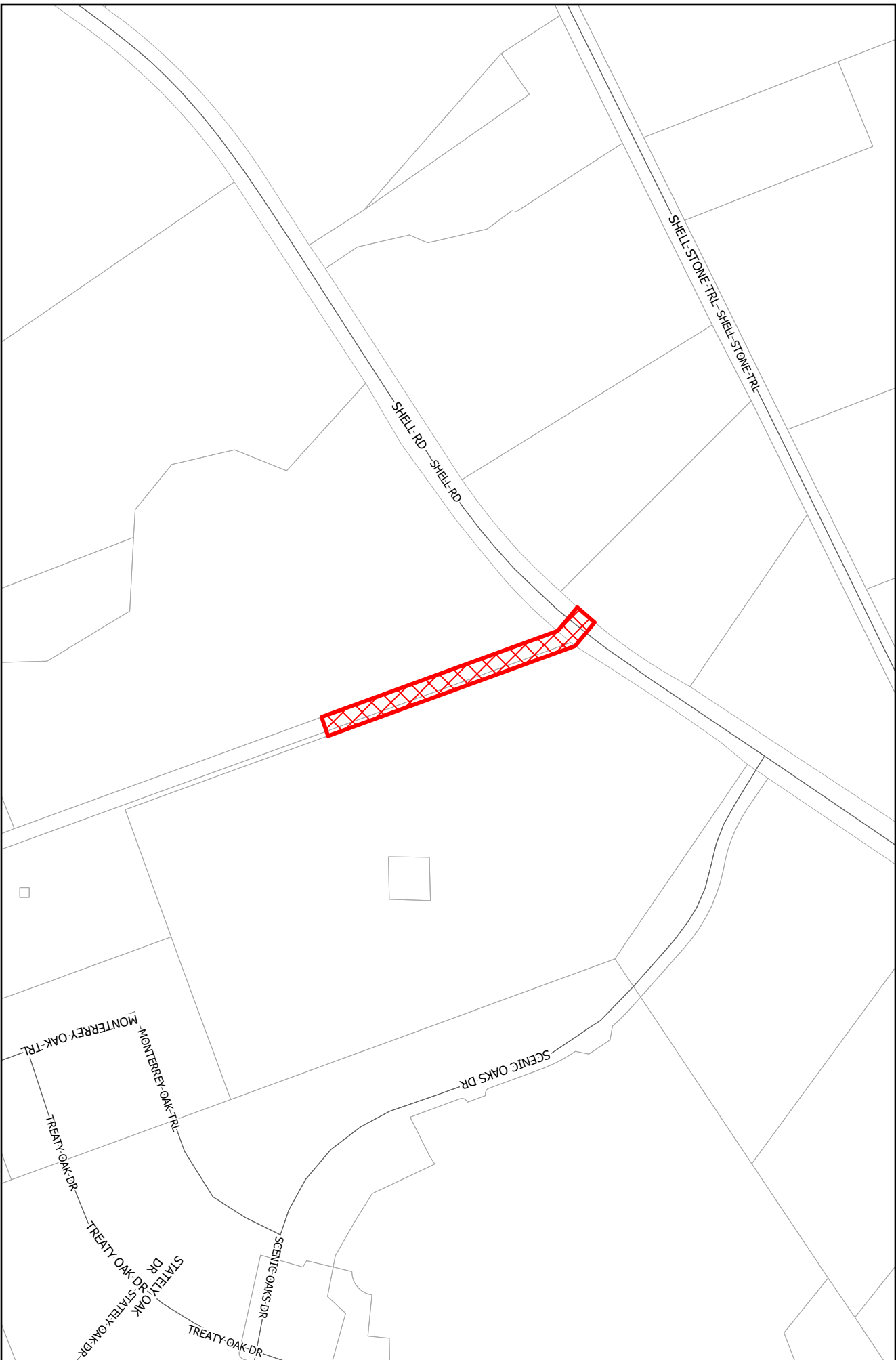


Exhibit B

FIELD NOTE DESCRIPTION FOR A 0.872 ACRE (38,023 SQUARE FEET) TRACT OF LAND,
WILLIAMSON COUNTY, TEXAS:

BEING A 0.872 ACRE (38,023 SQUARE FEET) TRACT OF LAND OUT OF THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING 0.183 ACRES OUT OF THE 5.44 ACRE TRACT CONVEYED TO ANNUNCIATION MATERNITY HOMES, INC., BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2003093867, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING 0.580 ACRES OUT OF THAT 1.50 ACRE TRACT CONVEYED TO SHELL 105 JOINT VENTURES BY WARRANTY DEED RECORDED IN DOCUMENT NO. 9555654, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING 0.109 ACRES OF EXISTING SHELL ROAD RIGHT-OF-WAY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found lying in the south right-of-way line of Shell Road, a public street, marking the north corner of that certain 24.30 acre tract conveyed to EIDOM Enterprises, LLC. by Special Warranty Deed with Vendor's Lien as recorded in 2016081879, of the Official Public Records of Williamson County, Texas, same also marking the intersection of the southwest right-of-way line of Scenic Oaks Drive, a public street, and the south line of said Shell Road;

THENCE South 34°18'51" West, for a distance of 450.30 feet along the south line of Shell road, to a 1/2" iron rod found, lying on a curve to the right, common with the north line of that said 24.30 acre EIDOM Enterprises, LLC., marking an angle corner of this tract;

THENCE along said curve to the right, and along the south right-of way, common with the northwest line of the EIDOM Enterprises, LLC., an arc length of 85.03 feet, said curve having a radius of 1,596.83 feet, a chord which bears North 35°51'05" East, for a distance of 85.02 feet, to a 1/2" iron rod found, marking the northwest corner of said 24.30 acre EIDOM Enterprises, LLC., common with the north corner of that certain 5.44 acre tract conveyed to Annunciation Maternity Homes, Inc., by General Warranty Deed as recorded in Document No. 2003093867, of the Official Public Records of Williamson County, Texas, for an angle corner and POINT OF BEGINNING.

THENCE South 20°06'12" East, along the west line of the remaining 14.29 acres EIDOM Enterprises, LLC. tract, common with the east line of said Annunciation Maternity Homes, Inc. tract, a distance of 672.46 feet to 1/2" iron rod found marking the northwest corner of the remaining 10.01 acres conveyed to EIDOM Enterprises, LLC., in Document No. 2016081879 by Special Warranty Deed with Vendor's Lien recorded in the Official Public Records of Williamson County, Texas, same being the southwest corner of the remaining 14.29 acres conveyed to EIDOM Enterprises, LLC. tract, for the southeast corner of this tract;

THENCE South 69°55'13" West, through and across said Annunciation Maternity Homes, LLC. tract and said Shell 105 Joint Ventures tract, 50.66 feet to a calculated point lying on the east line of a certain 18.18 acre tract of land conveyed to Yuh-Jaan Wey by General Warranty Deed in Document No. 2005086246 of the Official Public Records of Williamson County, Texas, common with the west property line of said Shell 105 Ventures 1.40 acre tract, for the southwest corner of this tract;

THENCE North 20°05'56" West continuing along the west line of this tract, common with the east line of said Yuh-Jaan Wey tract and west line of said Shell 105 Ventures tract, a distance of 641.22 feet to 1/2" iron rod found lying in the south right-of-way line of Shell Road, a public street, marking the northeast corner of said Yuh-Jaan Wey tract, common with the northwest corner of said Shell 105 Ventures, for an angle corner of this tract;

THENCE North 52°37'00" West along the northwest line of this tract, through and across said Shell Road right-of-way, a distance of 80.05 feet, to calculated point, lying on a curve to the left, and lying on the north right-of-way line of Shell Road, said point marking the northwest corner of this tract;

THENCE along said curve to the left, and along the northwest line of this tract, common with the northwest line of Shell Road tract, an arc length of 59.47 feet, said curve having a radius of 3,578.56 feet, a chord which bears North 38°16'28" East, for a distance of 59.47 feet, to a calculated point marking the north corner of this tract;

THENCE South 52°36'56" East, a distance of 80.00 feet through and across said Shell Road right-of-way to 1/2" iron rod found lying on the south right-of-way line of Shell Road, marking the northwest corner of the remaining 14.29 acre EIDOM Enterprises, LLC. tract, and POINT OF BEGINNING, containing 0.872 acres (38,1023 square feet) of land, more or less.

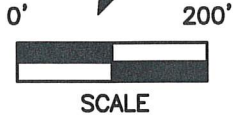


George E. Lucas
R.P.L.S. No. 4160
Celco Surveying Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130

SKETCH TO ACCOMPANY FIELD NOTES

LEGEND

- IRON ROD FOUND
- △ CALCULATED POINT
- BOUNDARY LINE
- - - EXISTING R.O.W. LINE
- - - EXISTING LOT LINE
- - - EXISTING CENTER LINE OF DITCH
- - - EASEMENT
- OHE — OVERHEAD ELECTRICAL LINE



0.109 ACRES
SHELL ROAD
R.O.W. ANNEXATION
(4,763.40 SF)

SHELL ROAD (80' R.O.W.)
S34°18'51"W 450.30'

POINT OF COMMENCEMENT
NORTH CORNER OF
24.30 ACRE
EIDOM ENTERPRISES, LLC. TRACT

POINT OF BEGINNING
NW CORNER OF
24.30 ACRE
EIDOM ENTERPRISES, LLC. TRACT

TOTAL: 0.872 ACRES

0.763 ACRES
SHELL ROAD
R.O.W. ANNEXATION
(33,260.03 SF)

THE ENCLAVE AT HIDDEN
OAKS SUBDIVISION
DOCUMENT NO. 2020005130
O.P.R.W.C.T.

14.29 ACRES
EIDOM ENTERPRISES LLC.
DOC. NO. 2016081879
O.P.R.W.C.T.

TRACT ONE
5.44 ACRES
ANNUNCIATION
MATERNITY HOME INC
DOC. NO. 2003093867
O.P.R.W.C.T.

TRACT TWO
1.40 ACRES
SHELL 105 JOINT
VENTURES
DOC. NO. 9555654
O.P.R.W.C.T.

18.18 ACRES
YUH-JAAN WEY
DOC. NO. 2005086246
O.P.R.W.C.T.

REMAINING
10.01 ACRES
EIDOM ENTERPRISES
LLC, DBA SHELL ROAD
RV & BOAT STORAGE
DOC. NO. 2016081879
O.P.R.W.C.T.

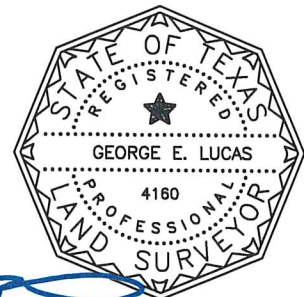
HIDDEN OAKS AT
BERRY CREEK
SUBDIVISION
DOCUMENT NO. 2020005130
O.P.R.W.C.T.

LEGAL DESCRIPTION

BEING A 0.872 ACRE (38,023 SQUARE FEET) TRACT OF LAND OUT OF THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A 0.183 ACRE PORTION OF THE 5.44 ACRE TRACT OF LAND CONVEYED TO ANNUNCIATION MATERNITY HOMES, INC., BY GENERAL WARRANTY DEED IN DOCUMENT NO. 2003093867, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A 0.580 ACRE TRACT OF LAND CONVEYED TO SHELL 105 JOINT VENTURES BY WARRANTY DEED IN DOCUMENT NO. 9555654, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND 0.109 ACRES OF EXISTING SHELL ROAD RIGHT-OF-WAY.

LINE TABLE		
Line #	Length	Direction
L1	50.66'	S89°55'13"W
L2	80.05'	N52°37'00"W
L3	80.00'	S52°36'56"E

CURVE TABLE						
CURVE #	RADIUS	ARC LENGTH	BEARING	CHORD LENGTH	TANGENT	DELTA
C1	3,578.56'	59.47'	N38°16'28"E	59.47'	29.74'	000°57'08"
C2	1,596.83'	85.03'	N35°51'05"E	85.02'	42.52'	003°03'03"



GEORGE E. LUCAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TEXAS 78130
OFFICE (512) 635-4857

DATE: 04/28/2020

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF GEORGETOWN, TEXAS**

AND

**THE ANNUNCIATION MATERNITY HOME, INC. AND SHELL 105 JOINT
VENTURE**

This Municipal Services Agreement ("Agreement") is entered into on the 14th day of July, 2020 by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and The Annunciation Maternity Home, Inc. and Shell 105 Joint Venture (collectively, "Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

WHEREAS, Owner owns certain parcels of land located at 3700 Shell Road, which consists of approximately 0.763 acres of land and 0.109 acres of right-of-way on Shell Road 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. 2020-5-ANX ("Annexation Case");

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

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

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

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery

of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

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

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

improvements schedule, and applicable law and at rates established by City ordinances for such services.


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

or to assert any such right on any future occasion.

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

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

CITY OF GEORGETOWN

By: 
Dale Ross
Mayor

Approved as to Form:

Charlie McNabb
Charlie McNabb *Skycrosson*
City Attorney

Attest:

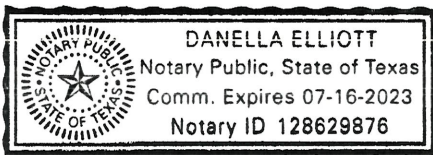
Robyn Densmore
Robyn Densmore, TRMC
City Secretary

State of Texas §
County of Williamson §


This instrument was acknowledged before me on the 15th day of July, 2020,
by Dale Ross, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said
corporation.

By: *Danella Elliott*

Notary Public, State of Texas

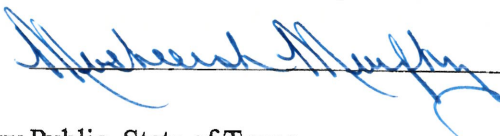


THE ANNUNCIATION MATERNITY HOME, INC., a Texas nonprofit corporation

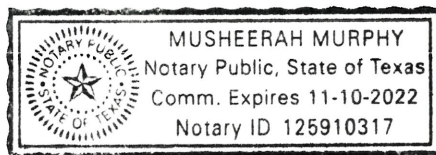
By: 
Christie A. Aaronson
Owner

State of Texas §
County of HAYS §

This instrument was acknowledged before me on the 20th day of May, 2020, by
Christie A. Aaronson, Owner of The annunciation Maternity Home, Inc., a Texas nonprofit
corporation on behalf of said corporation.

By: 

Notary Public, State of Texas



SHELL 105 JOINT VENTURE, a Texas Joint Venture

By: *Kevin Lynn Lloyd*
Kevin Lynn Lloyd
Independent Administrator of the
Estate of Phillip Lynn Lloyd, aka Phillip Lynn Lloyd

State of Texas §
County of HAYS §

This instrument was acknowledged before me on the 29th day of May, 2020, by Kevin Lynn Lloyd, Independent Administrator of the Estate of Phillip Lynn Lloyd, aka Phillip Lloyd of Shell 105 Joint Venture, a Texas Joint Venture, a Texas Joint Venture, on behalf of said Venture.

By: *Musheerah Murphy*

Notary Public, State of Texas

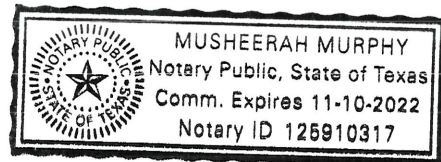


EXHIBIT A

FIELD NOTE DESCRIPTION FOR A 0.872 ACRE (38,023 SQUARE FEET) TRACT OF LAND, WILLIAMSON COUNTY, TEXAS:

BEING A 0.872 ACRE (38,023 SQUARE FEET) TRACT OF LAND OUT OF THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING 0.183 ACRES OUT OF THE 5.44 ACRE TRACT CONVEYED TO ANNUNCIATION MATERNITY HOMES, INC., BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2003093867, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING 0.580 ACRES OUT OF THAT 1.50 ACRE TRACT CONVEYED TO SHELL 105 JOINT VENTURES BY WARRANTY DEED RECORDED IN DOCUMENT NO. 9555654, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING 0.109 ACRES OF EXISTING SHELL ROAD RIGHT-OF-WAY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found lying in the south right-of-way line of Shell Road, a public street, marking the north corner of that certain 24.30 acre tract conveyed to EIDOM Enterprises, LLC. by Special Warranty Deed with Vendor's Lien as recorded in 2016081879, of the Official Public Records of Williamson County, Texas, same also marking the intersection of the southwest right-of-way line of Scenic Oaks Drive, a public street, and the south line of said Shell Road;

THENCE South 34°18'51" West, for a distance of 450.30 feet along the south line of Shell road, to a 1/2" iron rod found, lying on a curve to the right, common with the north line of that said 24.30 acre EIDOM Enterprises, LLC., marking an angle corner of this tract;

THENCE along said curve to the right, and along the south right-of way, common with the northwest line of the EIDOM Enterprises, LLC., an arc length of 85.03 feet, said curve having a radius of 1,596.83 feet, a chord which bears North 35°51'05" East, for a distance of 85.02 feet, to a 1/2" iron rod found, marking the northwest corner of said 24.30 acre EIDOM Enterprises, LLC., common with the north corner of that certain 5.44 acre tract conveyed to Annunciation Maternity Homes, Inc., by General Warranty Deed as recorded in Document No. 2003093867, of the Official Public Records of Williamson County, Texas, for an angle corner and POINT OF BEGINNING.

THENCE South 20°06'12" East, along the west line of the remaining 14.29 acres EIDOM Enterprises, LLC. tract, common with the east line of said Annunciation Maternity Homes, Inc. tract, a distance of 672.46 feet to 1/2" iron rod found marking the northwest corner of the remaining 10.01 acres conveyed to EIDOM Enterprises, LLC., in Document No. 2016081879 by Special Warranty Deed with Vendor's Lien recorded in the Official Public Records of Williamson County, Texas, same being the southwest corner of the remaining 14.29 acres conveyed to EIDOM Enterprises, LLC. tract, for the southeast corner of this tract;

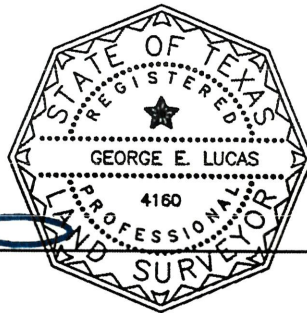
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THENCE North 20°05'56" West continuing along the west line of this tract, common with the east line of said Yuh-Jaan Wey tract and west line of said Shell 105 Ventures tract, a distance of 641.22 feet to 1/2" iron rod found lying in the south right-of-way line of Shell Road, a public street, marking the northeast corner of said Yuh-Jaan Wey tract, common with the northwest corner of said Shell 105 Ventures, for an angle corner of this tract;

THENCE North 52°37'00" West along the northwest line of this tract, through and across said Shell Road right-of-way, a distance of 80.05 feet, to calculated point, lying on a curve to the left, and lying on the north right-of-way line of Shell Road, said point marking the northwest corner of this tract;

THENCE along said curve to the left, and along the northwest line of this tract, common with the northwest line of Shell Road tract, an arc length of 59.47 feet, said curve having a radius of 3,578.56 feet, a chord which bears North 38°16'28" East, for a distance of 59.47 feet, to a calculated point marking the north corner of this tract;

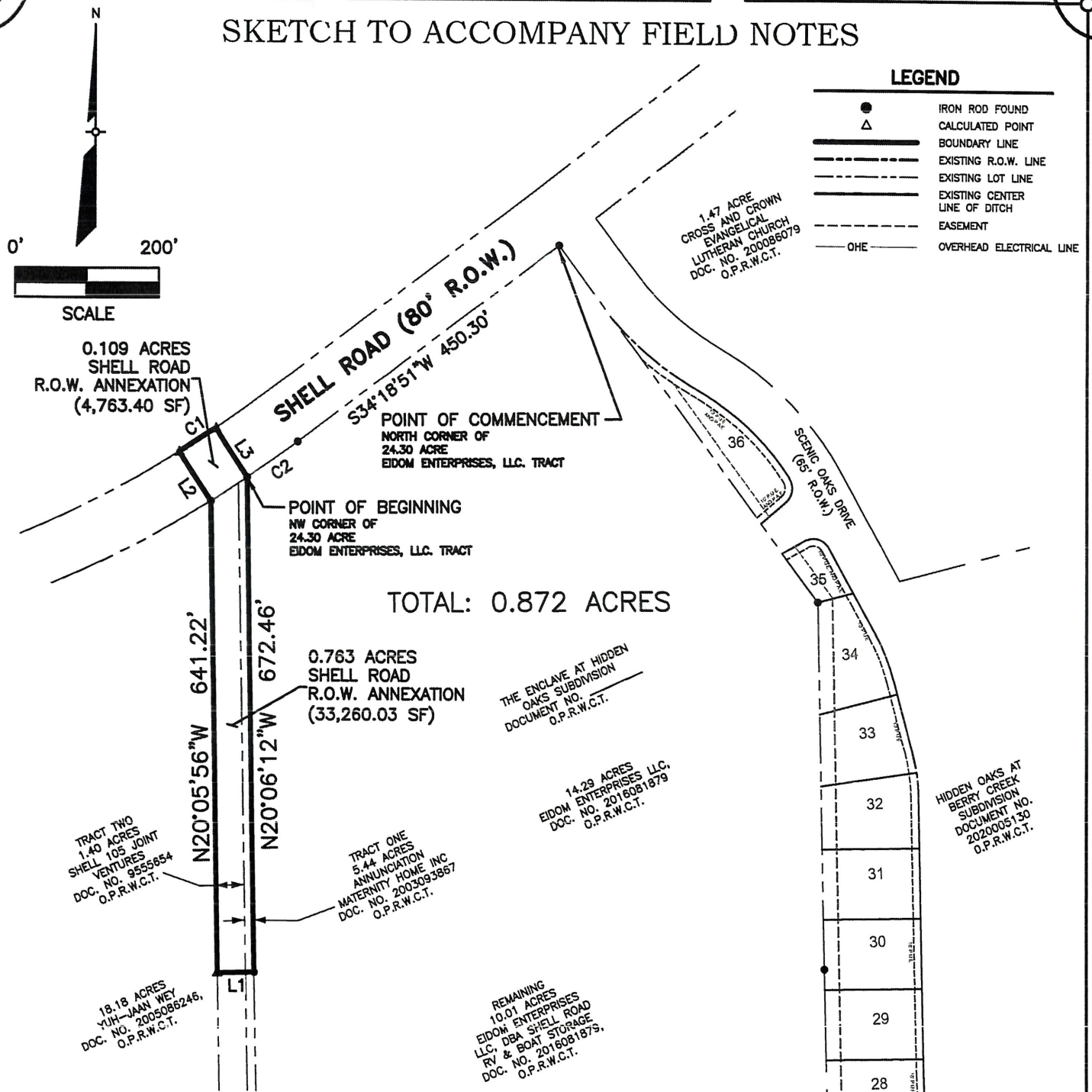
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George E. Lucas
R.P.L.S. No. 4160
Celco Surveying Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130

4-28-20

SKETCH TO ACCOMPANY FIELD NOTES

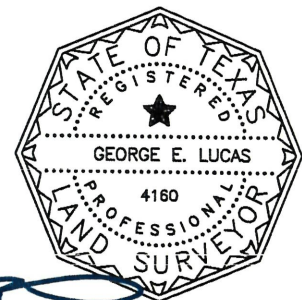


LEGAL DESCRIPTION

BEING A 0.872 ACRE (38,023 SQUARE FEET) TRACT OF LAND OUT OF THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A 0.183 ACRE PORTION OF THE 5.44 ACRE TRACT OF LAND CONVEYED TO ANNUNCIATION MATERNITY HOMES, INC., BY GENERAL WARRANTY DEED IN DOCUMENT NO. 2003093867, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A 0.580 ACRE TRACT OF LAND CONVEYED TO SHELL 105 JOINT VENTURES BY WARRANTY DEED IN DOCUMENT NO. 9555654, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND 0.109 ACRES OF EXISTING SHELL ROAD RIGHT-OF-WAY.

LINE TABLE		
Line #	Length	Direction
L1	50.66'	S69°55'13"W
L2	80.05'	N52°37'00"W
L3	80.00'	S52°36'56"E

CURVE TABLE						
CURVE #	RADIUS	ARC LENGTH	BEARING	CHORD LENGTH	TANGENT	DELTA
C1	3,578.56'	59.47'	N38°16'28"E	59.47'	29.74'	000°57'08"
C2	1,596.83'	85.03'	N35°51'05"E	85.02'	42.52'	003°03'03"



GEORGE E. LUCAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TEXAS 78130
OFFICE (512) 635-4857

DATE: 04/28/2020

Enclave at Hidden Oaks Additional Acreage 2020-5-ANX

City Council
July 28, 2020

Item Under Consideration

2020-5-ANX

- Public Hearing and First Reading of an Ordinance for the **voluntary annexation** of an approximately **0.763-acre tract** of land out of the William Roberts Survey, Abstract 524, and a 0.109 acre tract of land, being over and across **a portion of Shell Road**, a right-of-way of varying width described to Williamson County, Texas, for the property generally located at 3700 Shell Road



LOCATION

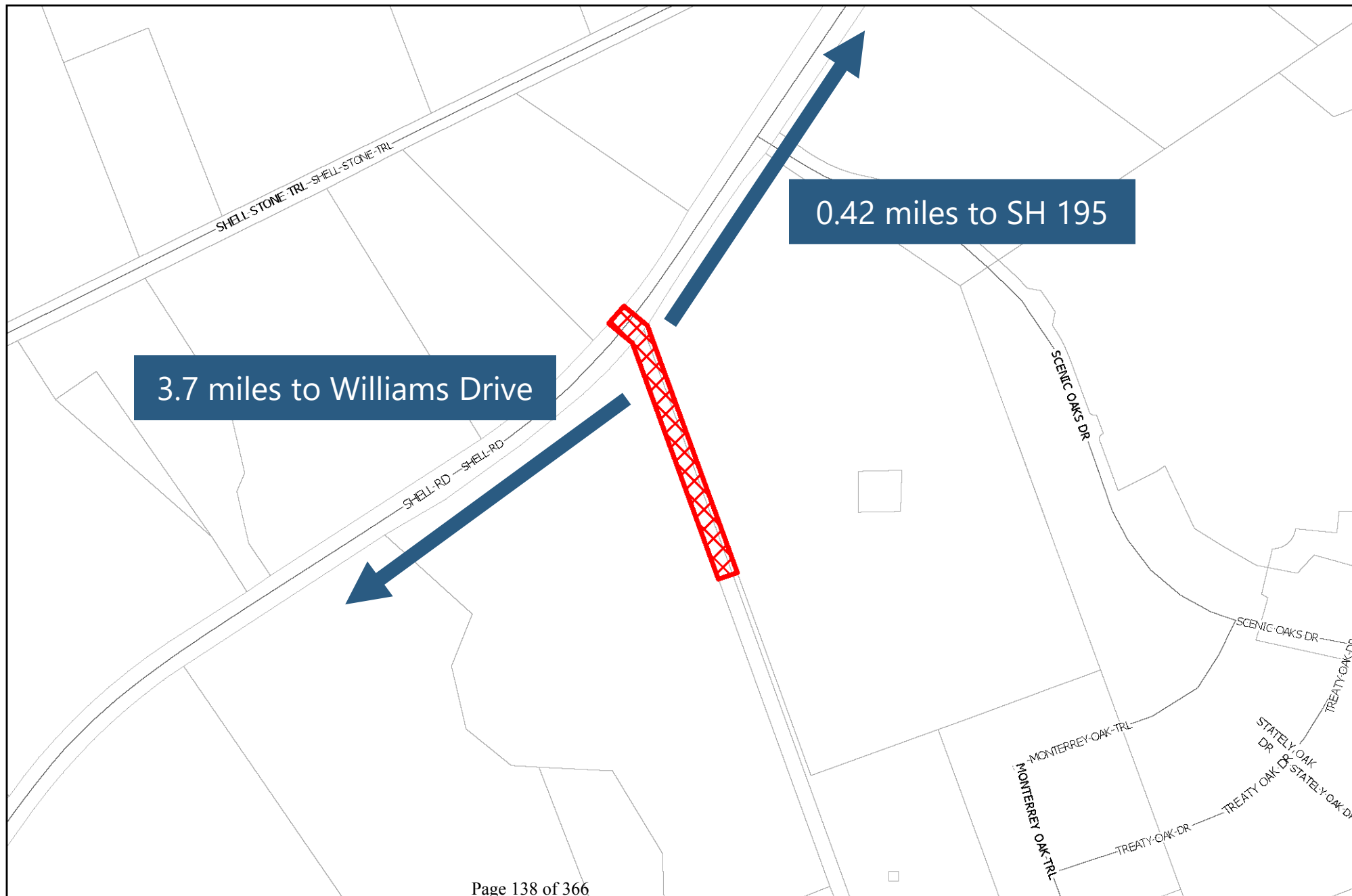
2020-5-ANX

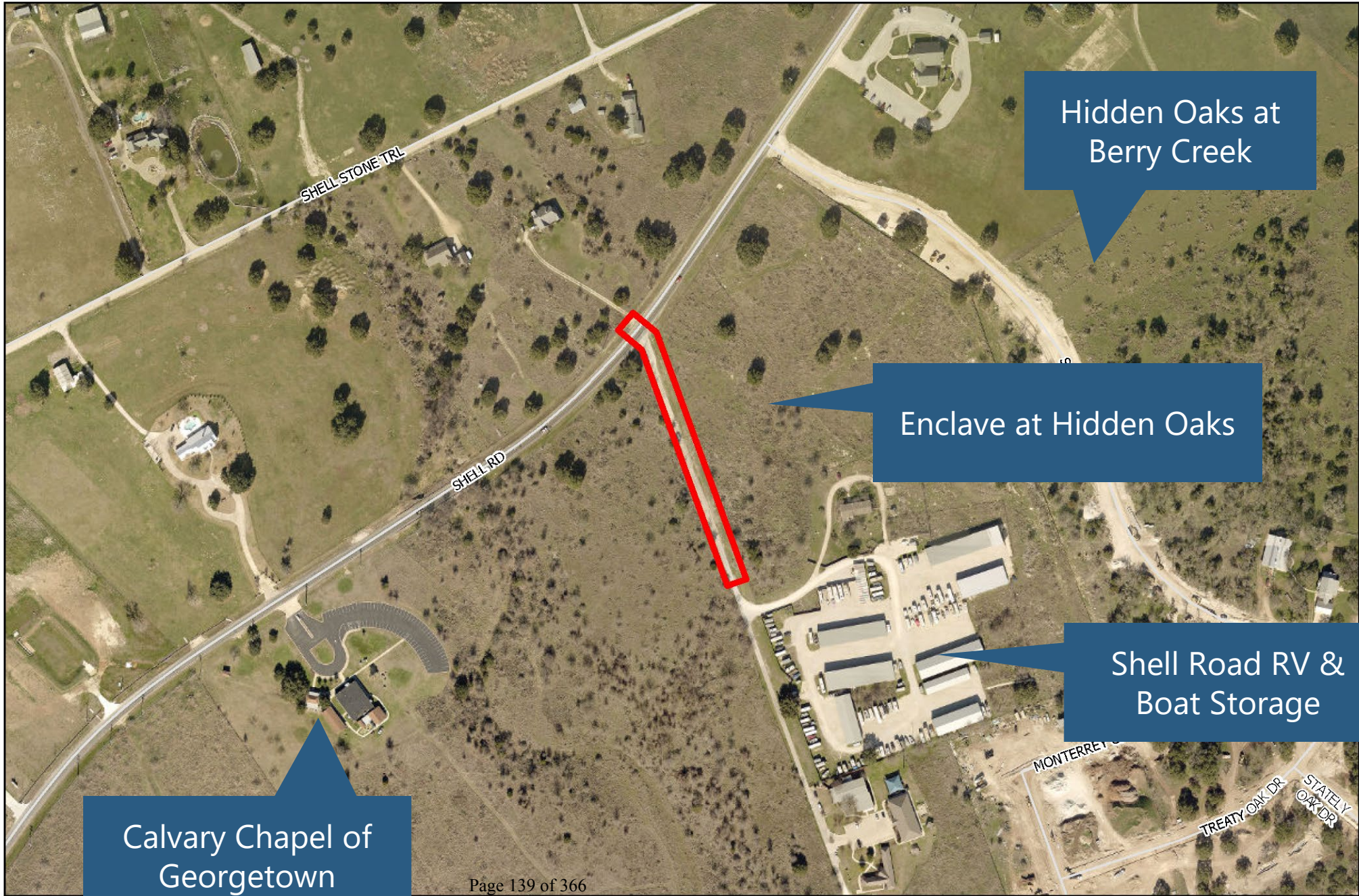
Exhibit #1

-  Site
-  Parcels



0 250 500
Feet





AERIAL

2020-5-ANX

 Site



0 250 500 Feet

Enclave at Hidden Oaks



Subject
Property

Annexation Process



Municipal
Services
Agreement

★
Public Hearing &
1st Reading of
an Ordinance

2nd Reading of
an Ordinance

Tentative Schedule

- ✓ July 14: Municipal Services Agreement
- ✓ July 28: Public Hearing & 1st Reading of Ordinance held at City Council Meeting
- August 11: 2nd Reading of Ordinance at City Council Meeting

First Reading of the Ordinance

- An Ordinance of the City Council of the City of Georgetown, Texas, providing for the extension of certain boundary limits of the City of Georgetown, Texas, and the annexation of certain territory consisting of 0.763 acres, more or less, in the William Roberts Survey, Abstract No. 524 and a 0.109 acre portion of right-of-way on Shell Road, as described herein; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

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

SUBJECT:

Public Hearing and First Reading of an Ordinance on a request for a **Zoning Map Amendment** to **amend the Seven Strand Planned Unit Development (PUD) Development Plan** consisting of Lots 5-7, Village Gate at Sun City Final Plat, generally located at **60 Del Webb Blvd** -- Andreina Dávila-Quintero, AICP, Current Planning Manager

ITEM SUMMARY:

Overview of Applicant's Request:

The Seven Strand Planned Unit Development (PUD) was initially adopted on February 10, 2015. The Seven Strand PUD's vision is to create luxury resort style retirement center consisting of multiple retirement buildings housing a maximum of 300 independent living units with integrated amenities to serve exclusively the residents of the development. To facilitate this development, the PUD included exceptions to standard for building height and signage, but established standards above UDC minimums for land uses, setbacks, parking access, and buffering.

The Applicant has requested to amend the existing Seven Strand (PUD) to permit the senior living facilities restaurant and salon to be open to the public (Exhibit 5, Letter of Intent). The amendment also requests a reduction in the amount of required parking spaces for the senior living facility.

Staff's Analysis:

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable other. Staff determined that the proposed request meets 5 of the 5 criteria established in UDC Section 3.06.030 for a Zoning Map Amendment and 6 of the 6 criteria established in UDC Section 3.06.040 for a Planned Unit Development (PUD), as outlined in the attached Staff Report.

Staff finds that the requested amendment continues to promote a mix of residential and non-residential uses consistent with the Mixed-Use Density Neighborhood Future Land Use designation. The proposed amendment will assist with limiting the amount of impervious cover on site by having a reduction in parking and will help promote connectivity by extending meeting opportunities between the senior facility residents and the general public.

Public Comment:

As required by the Unified Development Code, all property owners and registered neighborhood association within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (49 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (June 21, 2020) and signs were posted on-site. To date, staff has received 0 written comments in favor, and 3 in opposition to the request (Exhibit 6).

Planning and Zoning Commission:

At their July 7, 2020 meeting, the Planning and Zoning Commission recommended approval (7-0) of the request.

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:

Micheal Patroski, Planner

ATTACHMENTS:

2019-3-PUD - P&Z Staff Report

Exhibit 1- Location Map

Exhibit 2- Future Land Use Map

Exhibit 3-Zoning Map

Exhibit 4- Planned Unit Development (PUD) Development Plan

Exhibit 5-Letter of Intent
Exhibit 6- Public Comments
Ordinance w/exhibits
Presentation



Planning and Zoning Commission Planning Department Staff Report

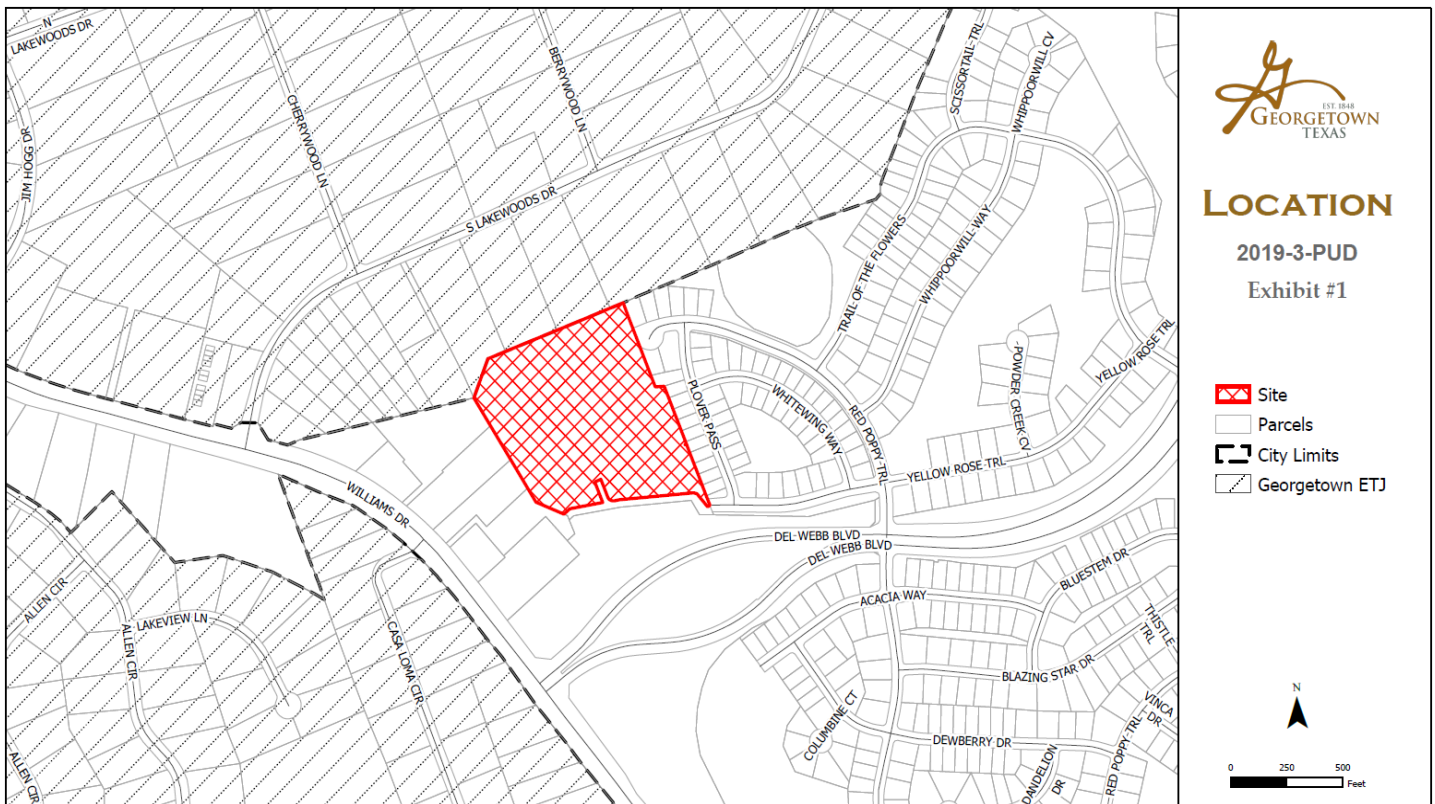
Report Date: July 3, 2020
Case No: 2019-3-PUD
Project Planner: Michael Patroski, Planner

Item Details

Project Name: Georgetown Senior Living Community
Project Location: 60 Del Webb Blvd within City Council district No. 3.
Total Acreage: 13.1501
Legal Description: Lots 5, 6 & 7, Block A, Village Gate at Sun City Final Plat
Applicant: MedCore Partners, c/o Chad Suitonu
Property Owner: MedCore Partners, c/o Michael Graham

Request: Zoning Map Amendment to amend the Seven Strand Planned Unit Development (PUD) Development Plan to allow for a reduction in required parking and to allow certain facility uses to be open to the general public. Amendment to Ord 2015-10.

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



Planning Department Staff Report

Overview of Applicant's Request

The Seven Strand Planned Unit Development (PUD) was initially adopted on February 10, 2015. The Seven Strand PUD's vision is to create luxury resort style retirement center consisting of multiple retirement buildings housing a maximum of 300 independent living units with integrated amenities to serve exclusively the residents of the development. To facilitate this development, the PUD included exceptions to standard for building height and signage, but established standards above UDC minimums for land uses, setbacks, parking access, and buffering.

The Applicant has requested to amend the existing Seven Strand (PUD) to permit the senior living facilities restaurant and salon to be open to the public (Exhibit 5, Letter of Intent). The amendment also requests a reduction in the amount of required parking spaces for the senior living facility.

Site Information

Location:

The subject property is located northeast of the Williams Drive and Del Webb Blvd intersection.

Physical and Natural Features:

The subject property is undeveloped at this time. It contains little tree coverage and is relatively flat.

Future Land Use and Zoning Designations:

The subject property has a Mixed Density Neighborhood (MDN) Future Land Use designation (Exhibit 2) and is currently zoned Planned Unit Development (PUD) with Local Commercial (C-1) as the base district (Exhibit 3).

Surrounding Properties:

The majority of the immediately surrounding property is developed with a mix of residential and not-residential uses. Uses within the area include the Sun City neighborhood, rural residences, Walgreens, First Texas Bank, and medical offices and the City's West Service Center.

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

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	ETJ	Neighborhood (NH)	Lakewood Estates
East	Planned Unit Development (PUD) with a base of Residential Single-Family (RS) (Ord No. 95-14)	Mixed Density Neighborhood (MDN)	Sun City Phase 2
South	Planned Unit Development (PUD) with a base of Agriculture (AG) (Ord No. 95-14)	Mixed Density Neighborhood (MDN)	Del Webb Blvd Sun City Phase 2
West	Planned Unit Development (PUD) with a base of	Mixed Density Neighborhood (MDN)	Walgreens, First Texas Bank, Vacant Lot, and

Planning Department Staff Report

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
	General Commercial (C-3) and Local Commercial (C-1) (Ord No 95-14)		Office Uses.



Property History:

The subject property was part of the original Sun City Development Agreement and Concept Plan, approved in 1995. Also in 1995, the property was annexed into the City and was zoned Local Commercial (C-1) and Residential Planned (RP) to reflect the Sun City Concept Plan that identified this as a location for an assisted living facility or something similar. In 1997, the 15-acre tract this property was part of was removed from the Sun City Development Agreement and Concept Plan by the Second Amendment thereto. Also in 1997, the property was platted and rezoned (Ordinance No. 97-37) from C-1 and RP to Office and Service Use (RM-3) to allow for an assisted living center; however the development was not pursued.

With the adoption of the Unified Development Code (UDC) in 2003 the RM-3 district was transitioned to the Office (OF) zoning district. In 2007, a retirement community project was proposed on the property that was to include living options at various levels of independence. The OF district did not allow the type of development proposed and the property was again rezoned in November 2007. In 2015, 13.1501 acres of the property was rezoned from Local Commercial (C-1) to Planned Unit Development (Ord 2015-10) to depict language and standards for the development of a Senior Living Facility. On June 16, 2020, the Georgetown Senior Living Facility Site Development Plan was approved,

Planning Department Staff Report

in accordance with Ord 2015-10. The proposed amendment is to permit a reduction in required parking and to permit certain uses within the facility to be open to the general public.

Comprehensive Plan Guidance

Future Land Use Map:

This category includes a blend of single-family and medium-density housing types. Medium density housing options are consistent with and complementary to the traditional single-family neighborhood with emphasis on connectivity and access to neighborhood amenities including schools and parks. Development standards for medium density housing and any nonresidential uses are in place to ensure compatibility through increased setbacks for taller buildings, architectural designs that are consistent with the neighborhood, location of more intense uses and development nearer to the edge of developments, and enhanced landscaping. Additionally, any nonresidential uses are located primarily at arterials and other major roadway intersections and include appropriate buffering and pedestrian orientation to support the surrounding residents.

Mixed-Density Neighborhood (MDN)

DUA: 5.1-14.0

Target Ratio: 80% nonresidential, 20% residential

Primary Use: Variety of single-family home types (detached, duplex, townhome)

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

Utilities

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

Transportation

The subject property will have access from Williams Drive and Del Webb Blvd. Williams Drive is identified as an existing Major Arterial in the Overall Thoroughfare 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. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

Del Webb Blvd is identified as an existing Major Collector in the Overall Thoroughfare Plan. These streets are intended to balance traffic between arterial streets and local streets. These streets tend to carry a high volume of traffic over shorter distances, providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system.

Proposed Zoning district

The request is to amend the existing Seven Strand PUD. A PUD is a special purpose zoning district intended to allow flexibility in planning and designing for unique or environmentally sensitive properties and that are to be developed in accordance with a common development scheme. PUD

Planning Department Staff Report

zoning is designed to accommodate various types of development, including multiple housing types, neighborhood and community retail, professional and administrative areas, industrial and business parks, and other uses or a combination thereof. A PUD may be used to permit new or innovative concepts in land use and standards not permitted by zoning or the standards of this Code. In this event, the request is to amend the PUD to allow for certain uses on a section of the PUD, in addition a current requirement is to be replaced.

The proposed amendment is to allow for Barber/Beauty Shops and Restaurants/Kitchens to be open to the public and not only accessible by the senior living residence. The proposed amendment is also to revise the current parking count requirement for the property as follows:

- Existing: Independent Living Retirement Center use shall be: 1 space per dwelling unit + 1 space per each 15 dwelling units or fraction thereof for visitor and employee parking.
- Proposed: Independent Living use shall be: 1 space per dwelling unit. The Assisted Living shall be: 1 space per 2 beds. The Memory Care use shall be: 1 space per 3.5 beds.

No other changes are proposed for this PUD. The PUD Development Plan is attached as Exhibit 4.

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 current PUD and proposed amendment are consistent with the Future Land Use of Mixed Density Neighborhood by providing additional variety of housing and commercial uses within the Future Land Use area. Additionally, Land Use Policy #1 of the 2030 Comprehensive Plan Amendment is to "Encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect a gradual transition from urban to suburban to rural development." The subject property helps to serve as a residential transition area between the commercial development to the west along Williams Drive and the Residential Single-Family Development to the east.	

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
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 proposed PUD amendment promotes the health, safety and orderly development of the City as the amendments continue to allow the property to be developed as a mixed community with residential and supporting commercial services. While opening the commercial uses to the public may increase the number of trips to the site, the proposed parking count would still provide sufficient parking spaces to accommodate the entire site.</p> <p>As part of the proposed PUD amendment the Applicant provided a parking study conducted by the DeShazo Group, Inc., in which they have identified the appropriate parking requirement for the proposed use(s) based on the Institute of Transportation Engineers (ITE) manual. The study concluded that the total appropriate parking requirement for the subject property would be 173 parking spaces. The proposed parking requirements in this PUD amendment would require the site to provide 196 parking spaces, which is 23 additional spaces than the parking study would require. The existing PUD requires 250-265 parking spaces, based on the proposed uses. The approved Site Development Plan for the Georgetown Senior Living, 2019-75-SDP, was approved with a total of 251 parking spaces.</p> <p>Please note that the existing PUD, proposed amendment, and parking study calculate the parking spaces required for facilities that will be opened to the public to comply with the standard UDC calculations. This results in both the beauty salon and restaurant meeting the standard UDC parking requirement and only reducing the total number of required spaces for the senior living facility which includes assisted living and memory care.</p>	
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	Complies
<p>The current PUD and proposed amendment are compatible with the conforming uses nearby and character of the neighborhood. The subject property has the base zoning district of Local Commercial (C-1), which is compatible and appropriate adjacent to the Local Commercial (C-1) and General Commercial (C-3) zoning districts to the west. In addition, the senior living facility focus and standards of the Planned Unit Development allow the for the subject property to also be appropriate next to the Residential Single-Family development of Sun City to the east.</p>	
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	Complies
<p>The current PUD and proposed amendment standards, including but not limited to setbacks, building heights, landscaping, tree preservation, parking requirements and signage, allow for the project to be developed as intended all within appropriate design standards.</p>	

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

Planning Department Staff Report

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
1. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.	Complies
The current PUD and proposed amendment provide a variety of housing and commercial opportunities through the allowance of a mix of uses including general senior living, assisted living, memory care facilities, theater, entertainment pavilion, salon, restaurant, and dog park.	
2. An orderly and creative arrangement of all land uses with respect to each other and to the entire community.	Complies
The current PUD and proposed amendment's concept plans, along with the approved Site Development Plan, display an orderly developed site aimed at providing residents and visitors with a resort like setting. The approved site displays advanced landscaping, architectural features, as well as variations in height differential for structures on-site in respect to neighboring properties. In addition, the increased setbacks and buffering against the Single-Family Residential (RS) zoned properties to the east within Sun City minimize the impact this use may have on the adjacent residential homes.	
3. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.	Complies
The subject property will have direct access from Del Webb Blvd to the south. Additionally, the approved Site Development Plan, 2019-75-SDP, displays that subject property has a joint access agreement with the neighboring parcel to the west that permits access to Williams Drive. Also featured on the approved SDP is a series of well-integrated ADA sized sidewalks that are displayed throughout the 13.15-acre property as well as providing connectivity to neighboring parcels. The approved SDP was in accordance with the existing Seven Strand PUD.	
4. The provisions of cultural or recreational facilities for all segments of the community.	Complies
The current PUD and proposed amendment includes the provision of recreational facilities and other amenities as accessory uses to the senior living, assisted living, memory care facility, as well as to the visiting general public.	
5. The location of general building envelopes to take maximum advantage of the natural and manmade environment.	Complies
While the subject property is currently vacant with minimal tree coverage, the approved Site Development Plan has provided a well designed and integrated Landscaping Plan throughout the entire property that includes vegetative screening to parking areas and a masonry screening wall to the north and east that are directly adjacent to existing Residential-Single Family development. In addition, the senior living facility and its amenities are set back exceptionally farther than the standard setbacks to provide additional distance the neighboring Residential Single-Family.	
6. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	Complies
The subject property has been developed with the timely provision of public utilities, facilities and services. Public utilities, facilities, and services were reviewed with the Georgetown Senior Living Site Development Plan, 2019-75-SDP, and will be re-review if any additions or amendments are proposed for the site.	

Planning Department Staff Report

Based on the findings detailed above, the requested PUD amendment meets the approval criteria for a Zoning Map Amendment and PUD. In particular, staff finds that the requested amendment continues to promote a mix of residential and non-residential uses consistent with the Mixed Density Neighborhood Future Land Use designation. The proposed amendment will assist with limiting the amount of impervious cover on site by having a reduction in parking and will help promote connectivity by extending meeting opportunities between the senior facility residents and the general public.

Meetings Schedule

July 7, 2020 – Planning and Zoning Commission

July 28, 2020 – City Council First Reading of the Ordinance

August 11, 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 (49 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (June 21, 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

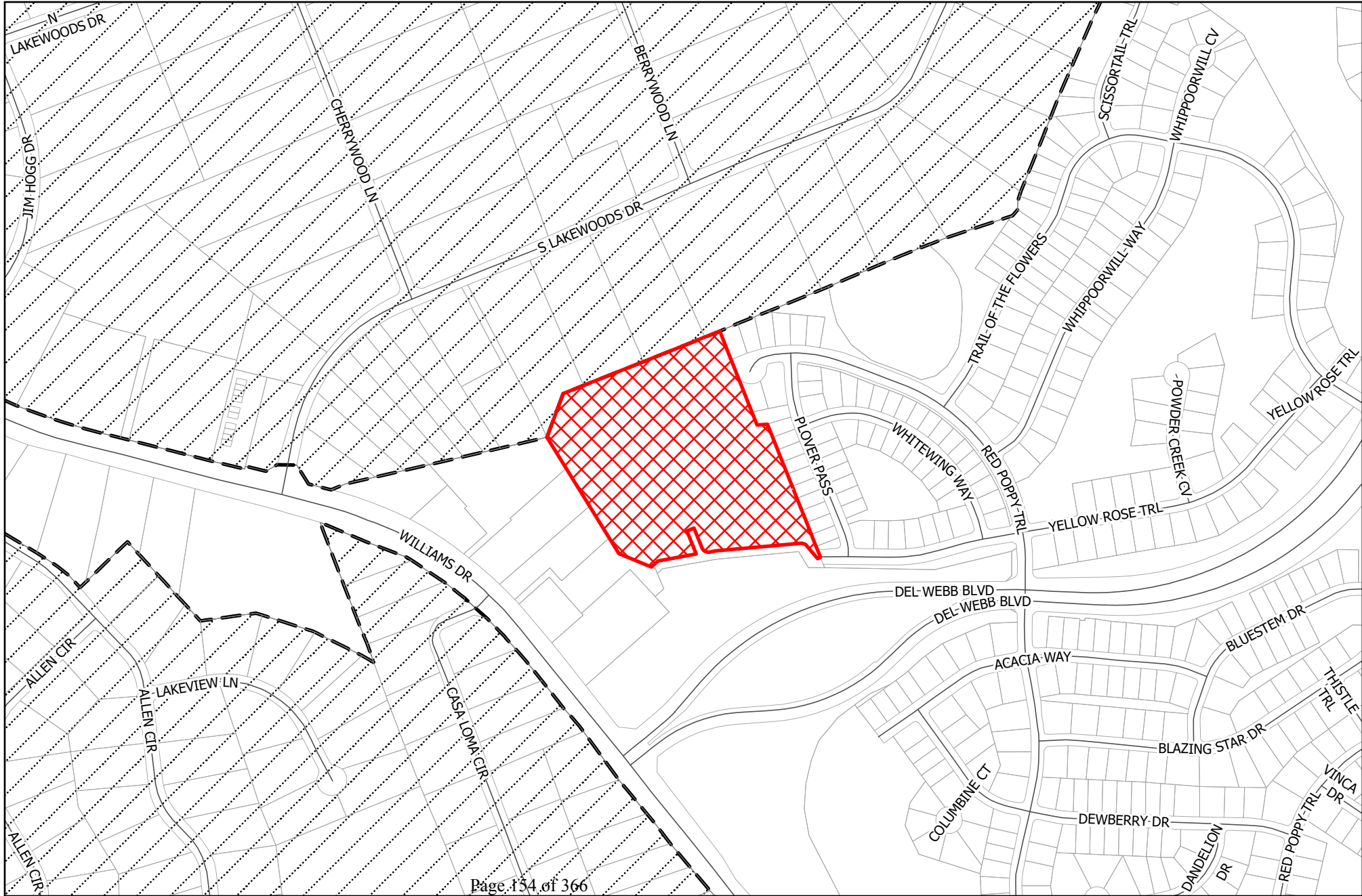
Exhibit 2 – Future Land Use Map

Exhibit 3 – Zoning Map

Exhibit 4 – Planned Unit Development (PUD) Development Plan

Exhibit 5 – Letter of Intent

Exhibit 6 – Public Comments

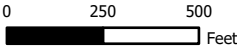


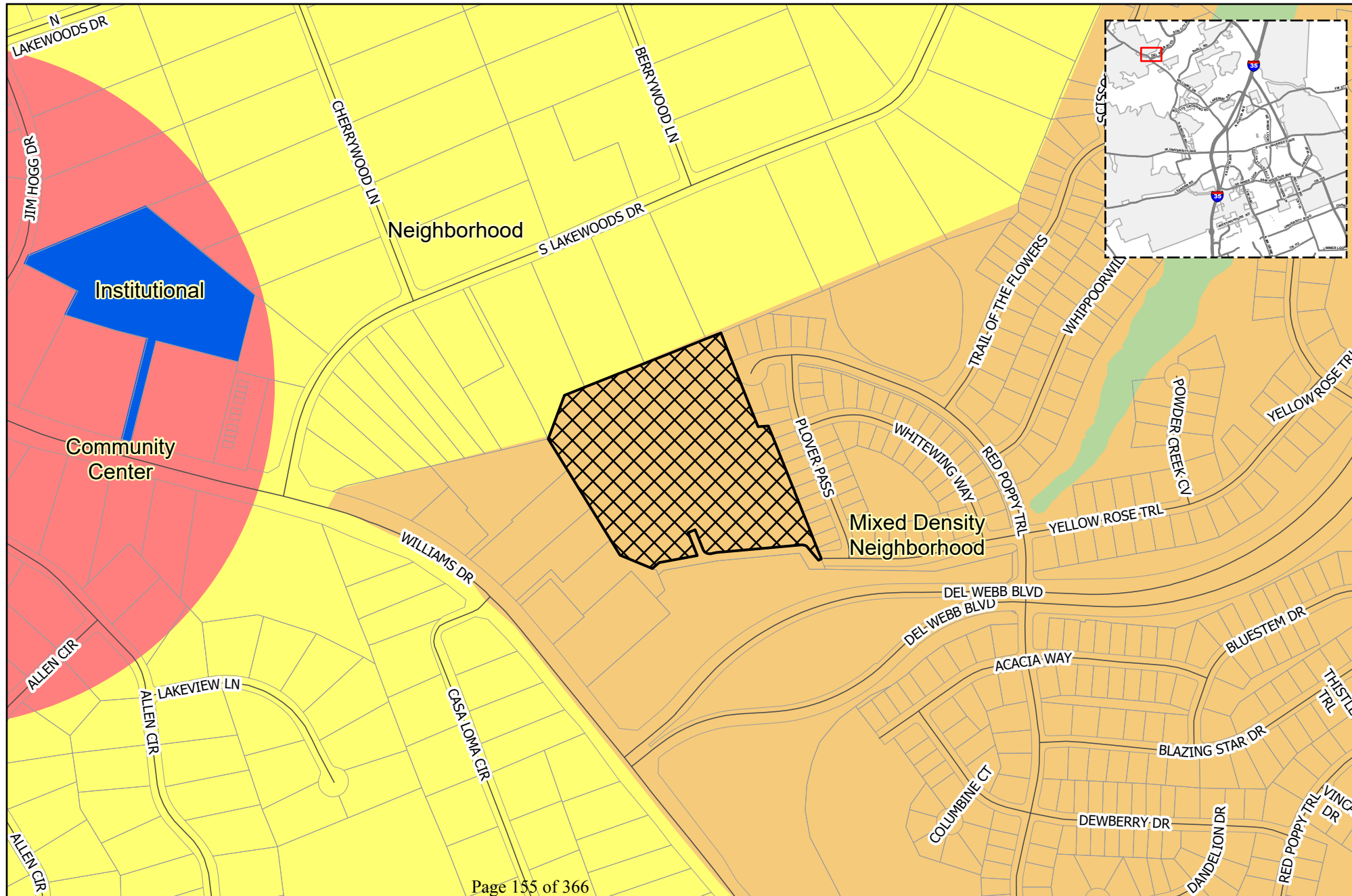
LOCATION

2019-3-PUD

Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ





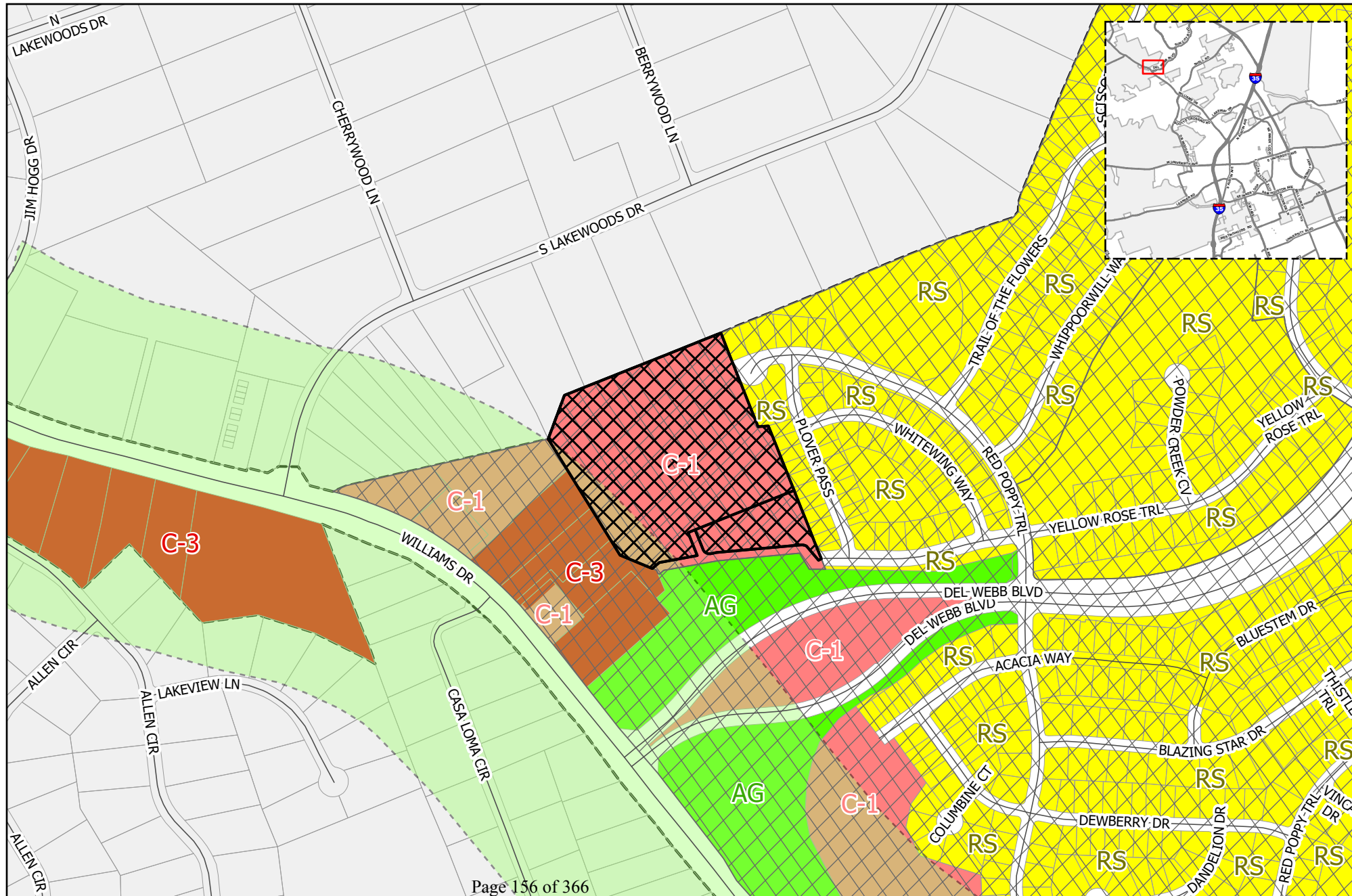
**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

2019-3-PUD
Exhibit #2

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

0 250 500
Feet





ZONING

2019-3-PUD

Exhibit #3

- Site2
- 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

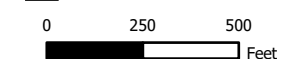


EXHIBIT A
Seven Strand Senior Living
Planned Unit Development
Development Plan

A. PROPERTY

The Seven Strand Senior Living Planned Unit Development District is located along Del Webb Boulevard at the entrance to Sun City and encompasses approximately 13.1501 acres, described as Lots 5, 6, & 7, Block A, of the Village Gate at Sun City Final Plat recorded in Document 2011087677, Official Public Records of Williamson County, herein defined as the "property".

B. PURPOSE

The vision for the Seven Strand Senior Living development focuses on creating a luxury resort style retirement center consisting of multiple retirement housing buildings with integrated amenities to serve the residents of the Seven Strand Luxury Senior Living development.

This PUD serves to augment and/or modify the standards for development outlined in the City's Unified Development Code (UDC) in order to implement the vision for the property and insure a cohesive, quality development not otherwise anticipated by the underlying base zoning district. In accordance with UDC Section 4.06.010.C "Development Plan Required", this Development Plan titled **Exhibit A** is a summary of the development and design standards for the property.

C. APPLICABILITY AND BASE ZONING

In accordance with UDC Section 4.06.010.A "Compatibility with Base Zoning District", all development of the property shall conform to the base zoning district of Local Commercial (C-1). Except for those requirements specifically deviated by this Development Plan, all development standards established in the most current version of the UDC at time of development shall be applicable. In the case that this Development Plan does not address a specific item, the City of Georgetown UDC and any other applicable Ordinances shall apply. In the event of a conflict between the regulations of this PUD and the regulations of the base zoning district, the PUD shall control.

D. CONCEPTUAL LAND PLAN

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

E. LAND USES

- 1. Primary Use.** The primary permitted use is multifamily attached residential for seniors. The development plan for the property (See Exhibit B) is for a resort style retirement center consisting of one or a mixture of the following types of related senior living housing choices:
 - Independent Living Retirement Center Apartments
 - Group Living in the form of an Assisted Living Retirement Center or Nursing or Convalescent Home
- 2. Additional Permitted Uses.**
 - Hospice Facility
 - Skilled Nursing Facility
 - Hospital
 - Day Care
 - Overnight Accommodations Uses
 - Health Services Uses
- 3. Permitted Accessory Uses.** The following shall be allowed as accessory uses within the primary buildings in support of the primary retirement center use. The below mentioned Barber/Beauty Shop and Restaurant and Kitchen will be open to the general public:
 - Fitness/Wellness Center
 - Barber/Beauty Shop (open to the general public)
 - Bank
 - Theater
 - Art and Craft Studio
 - Onsite Medical/Wellness
 - Espresso Bar
 - Bar/Lounge
 - Restaurants and Kitchen (open to the general public)
 - Business Center
 - Library
 - Chapel
 - Concierge Services
 - Laundry Services
 - Housekeeping
 - Security
 - Offices providing support services within the facilities
- 4. Prohibited Uses.** Unless listed as an allowed use in section E.1, E.2, or E.3 of this PUD (Exhibit A), the following uses are prohibited:

Residential Uses:

All residential uses listed as “permitted (P), limited (L) or special use (S)” under the C1 zoning column in table 5.02.010 of the UDC.

Civic Uses:

All civic uses listed as “permitted (P), limited (L) or special use (S)” under the C1 zoning column in table 5.03.010 of the UDC.

Commercial Uses:

All commercial uses listed under “Food & Beverage Establishments”, “Entertainment & Recreation”, “Professional & Business Offices” listed as “permitted (P), limited (L) or special use (S)” under the C1 zoning column in table 5.04.010 of the UDC.

F. DESIGN STANDARDS

1. **Density.** There shall be a maximum of 24 dwelling units per acre. There shall be no maximum on the number of dwelling units per structure.
2. **Setbacks.** The setbacks on the Property shall be as follows:
 - Front (Southern) Setback - minimum 25 feet
 - Side (Western) Setback - minimum 15 feet
 - (Eastern) Setback to Residentially Zoned District - minimum 25 feet
 - Rear (Northern) Setback - minimum 15 feet
 - Accessory Building (Garage) Setback – minimum 15 feet
 - Accessory Building (Garage) Setback to Residentially Zoned District - minimum 25 feet
 - Parking Setback – minimum 15 feet
 - Parking Setback to Residentially Zoned District – minimum 25 feet
3. **Building Height.** The maximum building heights on the Property shall be as follows:
 - Maximum Height for Residential Buildings shall be 60 feet, however:
 - Any portion of a building within 150 feet of a property line shall not exceed 45 feet; and
 - Along the eastern property line, any portion of a building within 80 feet of the adjacent Residentially Zoned District shall not exceed 35 feet.
 - Maximum Height for Accessory Buildings (Garage) shall be 25 feet.
 - All other buildings shall not exceed 35 feet in height.
4. **Building Size.** There shall be no maximum building square footage or floor-to-area ratio for any residential or group living buildings on the property.
5. **Exterior Lighting.** Exterior Lighting on the Property and its buildings will comply with the requirements set forth in Section 7.05 of the UDC related to outdoor lighting unless otherwise described in this PUD.

G. PARKING.

Parking on the Property shall be in conformance with Chapter 9 of the UDC except as otherwise stated in this Development Plan. The specific parking requirement for the Independent Living use shall be: 1 space per dwelling unit. The Assisted Living shall be: 1 space per 2 beds. The Memory Care use shall be: 1 space per 3.5 beds.

Garage spaces shall count toward the overall parking requirements. Golf cart parking may count towards a maximum of 2% of the required parking spaces.

H. VEHICULAR ACCESS AND CIRCULATION

1. **Transportation Impact Analysis (TIA).** Requirement for a Traffic Impact Analysis, as noted in the recorded subdivision plat covering this property, will be deferred to the Site Plan application.
2. **Driveways Access.** Driveway access shall be prohibited from Red Poppy Trail.

I. TREE PRESERVATION

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

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Landscaping on the Property shall be in conformance with Chapter 8 of the UDC except that a 25-foot wide landscape bufferyard, consisting of a solid six-foot screening wall constructed of two-sided masonry materials and plantings including one evergreen ornamental tree and one large species evergreen canopy tree per each 50 linear feet, shall be required along the eastern property line adjacent the residential properties in the Sun City neighborhood. A 10 ft. encroachment by a fire lane into the 25 ft landscape bufferyard is allowed but shall require two evergreen ornamental trees and two large species evergreen canopy trees per each 50 linear feet of encroachment.

K. SIGNAGE

Signage on the Property shall be in conformance with Chapter 10 of the Unified Development Code unless otherwise stated in this Development Plan.

1. A maximum of two (2) directional signs are allowed off-site within Lots 1 thru 4 or Lot 8, Block A, of the Village Gate at Sun City Final Plat recorded in Document 2011087677. subject to applicable deed restrictions and/or Master Sign Plans and the approval of the property owner of the lot on which the signage will be placed.
2. A Master Sign Plan may be approved separately from the PUD, without cause for amendment to the PUD, following the approval process outlined in Section 3.12 of the UDC.

L. IMPERVIOUS COVERAGE

Impervious coverage on the Property shall be in conformance with Note #15 of the Village Gate at Sun City Final Plat.

M. STORMWATER

Improvements will be installed on the adjoining common-owned Lot 9 of the Village Gate at Sun City Final Plat. Such improvements will include wet ponds, pathways, and native drought tolerant landscape plantings to enhance the environment.

N. PARKLAND AND COMMON AMENITY AREA

1. **Parkland.** The parkland dedication requirements of UDC Section 13.05 will be met with fee-in lieu of dedication, as provided for in Section 13.05.010.D, at time of Site Plan approval, in an amount equal to \$200 per new dwelling unit.
2. **Common Amenity Area.** The Common Amenity Area requirements of UDC Section 6.06.020 for any Independent Senior Living dwelling units will be met by integrating any combination of 5 of the following amenities on-site:
 - Fitness/Wellness Center
 - Pool/Hot Tub
 - Great Room
 - Billiards
 - Card Room
 - Theater
 - Art and Craft Studio
 - Business Center
 - Walking Trails (these may carry over onto Lot 9 of the Village Gate at Sun City Final Plat)
 - Community Garden
 - Yard Games/Courts (Bocce, horseshoes, washers, etc.)
 - Outdoor Dining Patio

O. PUD MODIFICATIONS

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

P. Deed Restrictions

Approval of this PUD does not nullify or otherwise alter any deed restrictions applicable to the subject property.

Q. LIST OF EXHIBITS

Exhibit A – This PUD Development Plan

Exhibit B - Conceptual Land Plan

Exhibit A

PROPOSED PARKING

Parking Space Calculations	Project Scope	General Requirements	PUD Count	Proposed Changes	Proposed Count
Phase 1	125 Units	1 per dwelling unit + 1 per 15 units	134	1 per dwelling unit + 5% of total (per Georgetown UDC)	129
Independent Living (Multi-family - Senior)					
Assisted Living (Group Living)	90 Beds	1 space per bed	90	1 space per 2 beds	45
Memory Care (Group Living)	21 Beds	1 space per bed	20	1 space per 2 beds	6
Salon (Retail)	1200 sf	1 per 200 sf.	2	-	2
Restaurant (Food and Beverage)	2800 sf (1400sf)	1 per 100 sf. + 4 additional	18	-	18
Phase 2					
Independent Living (Multi-family - Senior)	90 Units	1 per dwelling unit + 1 per 15 units	96	1 per dwelling unit + 5% of total (per Georgetown UDC)	90
Grand Total			360		286
<small> 6 golf cart parking spaces are provided in addition to 196 parking spaces in phase 1 *75% of salon expected to be occupied by on-site IL residents, whose parking spaces are already met. 300 sf used for parking calculations **50% of restaurant is expected to be occupied on-site IL residents, whose parking spaces are already met. 1400 sf used for calculation </small>					

FUNCTIONS OPEN TO THE OUTSIDE COMMUNITY

- 1

RESTAURANT

(ALWAYS OPEN)
- 2

SALON

(ALWAYS OPEN)

The total amount of parking required by the existing PUD is 264 parking stalls as shown in the table to the left. We are requesting a parking count reduction of 68 parking stalls with this PUD amendment application for our Phase I development.

We believe this parking count reduction is justified because of our real world experience managing these types of senior living communities, and noting the actual parking consumption.

Approximately 7% of our independent living residence will not drive, only half of our assisted living residence will drive, and none of our memory care residence will drive.





April 17, 2020

Mr. Michael Patroski
City of Georgetown
406 W. 8th St
Georgetown, TX 78626

Re: **Letter of Intent**
PUD amendment for 13.15 acres for a senior living community next to Sun City.

Dear Mr. Patroski,

TM Georgetown, LLC, the owners of Lots 5 – 7 of the Village Gate at Sun City Final Plat, wish to amend the existing PUD for this property, Ordinance No. 2015-10. The existing PUD allows a senior living community and we wish to develop a senior living community. We only request to amend the existing PUD for the below reasons:

1. We wish to reduce the required parking stalls for our community from the 264 stalls required by existing PUD and UDC, to 196 stalls which will be our actual parking demand. We believe the existing PUD contemplates a parking demand for a typical multi-family apartment complex, but with senior living facilities, much fewer residence drive than in typical multi-family apartment complexes. The calculation of how we derived our requested 196 stalls is shown on Exhibit A. We have also included a letter from our facility operator, Watermark Retirement Communities, which supports this reduced parking stall count. Watermark is an industry leader, operating senior living facilities for over 30 years and currently operates 63 senior living facilities nationwide. Their deep real world experience tells them the actual parking demand for this facility will be less than 200 stalls. Finally, we have also included a parking study for this Georgetown senior living community conducted by The DeShazo Group, which supports our request parking count reduction.
2. We would like the city to allow our facility's restaurant, and salon to be accessed and used by the general citizens of Georgetown, not just the residence of our senior living community. Our wellness center (gym) will only be accessed by our residents and guests. The existing PUD allows all of the above mentioned uses to be a part of our senior living community, but it limits the people that can use those amenities to the residence of our senior living community. We want to open up these amenities to all of the citizens of Georgetown, and especially the residence of the adjacent Sun City community. These uses are shown on Exhibit A, outlined in red lines.

Per the City's Application Guideline, we have included the below information as part of this Letter of Intent.

- **Existing zoning district:** The existing zoning is PUD, Ordinance No. 2015-10.

- **Proposed base zoning district:** We do not wish to change the base zoning
- **Future Land Use and Growth Tier designations:** The future land use is per the existing PUD, a senior living community
- **Acreage of property to be rezoned:** 13.15 acres
- **Justification and explanation of how the proposal is in compliance with the City's 2030 Comprehensive Plan.** We see no reason why our above request is not in compliance with the City's 2030 Comprehensive Plan.
- **Cite the goals and policies of the 2030 Plan that will be met by the proposal.** We see no reason why our above requests would not meet the goals and policies of the 2010 Plan.
- **Explanation of how roads and utilities will serve the property:** There is an existing access road from Del Webb Blvd, and we will construct another access road from Williams Dr. Water and sewer utilities are currently stubbed out to our site.
- **Comparison table of proposed development and architectural standards vs. current UDC standards:** Please see the attached Exhibit A (Parking Count Reduction) and Exhibit B (Larger Monument Sign)
- **Justification for any deviations from the UDC requirements and proposed mitigations for those deviations:** The justification for our parking count reduction request and larger monument sign are included with Exhibit A and Exhibit B and mentioned above.
- **If existing structures or features of property will be utilized, provide a Conceptual Site Layout exemplifying how the structures will meet all applicable development standards of the proposed zoning district (i.e. legal nonconformities per UDC Chapter 14 will not be created):** We do not believe this statement is applicable to our application. We will not be utilizing any existing structures or features, the land is a greenfield site.
- **Explanation as to how the request meets the approval criteria outlined in UDC Section 3.06.040:** We do not believe this section of the UDC is applicable to our application. We are not trying to establish a PUD, only make minor modifications to the existing PUD.

Very truly yours,

MedCore Partners, LLC

Chad Suitonu, Development Manager

Exhibit A

PROPOSED PARKING

Parking Space Calculations	Project Scope	General Requirements	PUD Count	Proposed Changes	Proposed Count
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FUNCTIONS OPEN TO THE OUTSIDE COMMUNITY

- 1

RESTAURANT

(ALWAYS OPEN)
- 2

SALON

(ALWAYS OPEN)
- 3

WELLNESS

(ALWAYS OPEN)
- 4

COURTYARD RESTAURANT
- 5

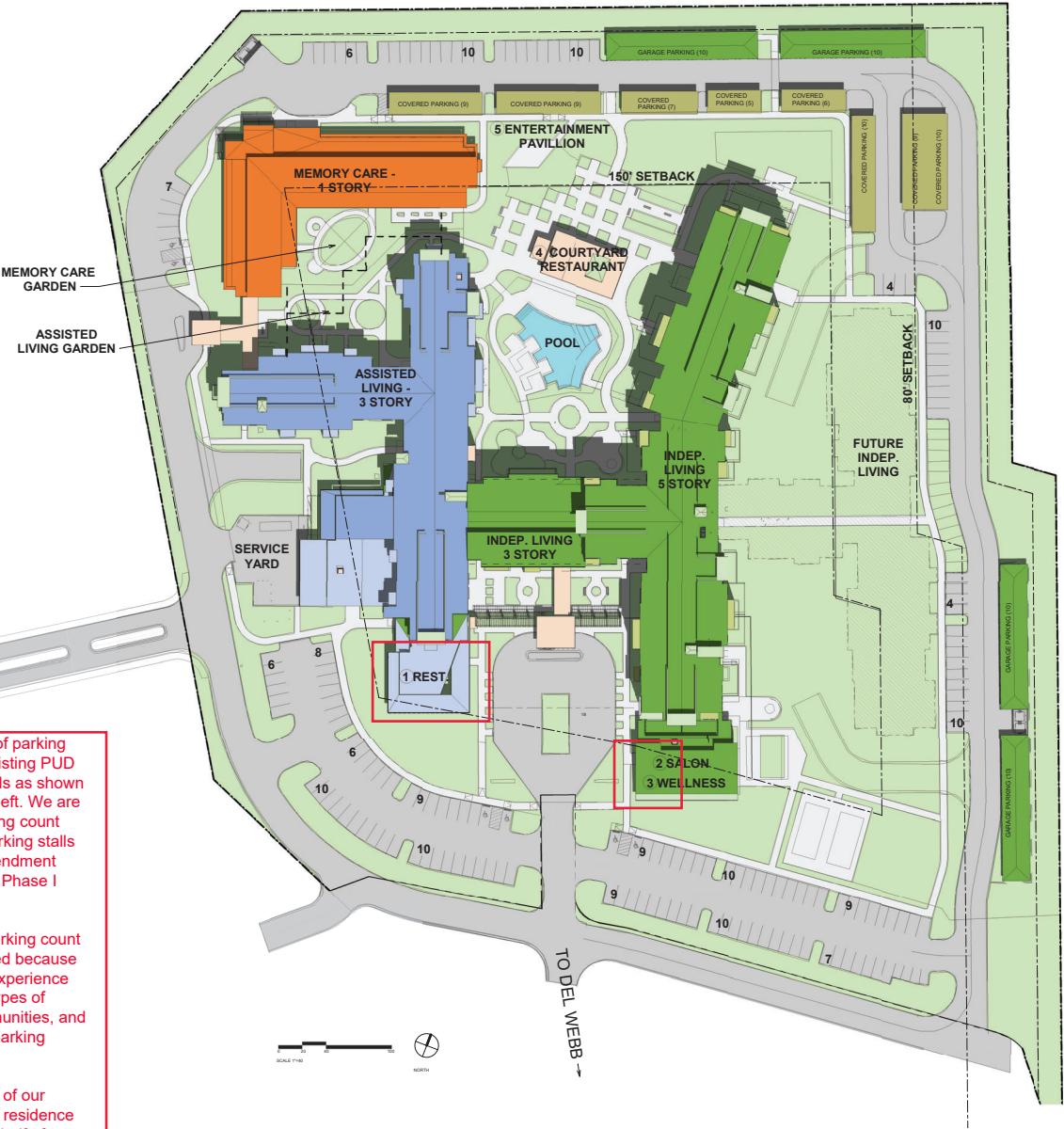
ENTERTAINMENT PAVILLION

(SPECIAL EVENTS ONLY)

The total amount of parking required by the existing PUD is 264 parking stalls as shown in the table to the left. We are requesting a parking count reduction of 68 parking stalls with this PUD amendment application for our Phase I development.

We believe this parking count reduction is justified because of our real world experience managing these types of senior living communities, and noting the actual parking consumption.

Approximately 7% of our independent living residence will not drive, only half of our assisted living residence will drive, and none of our memory care residence will drive.





CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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

Project Name/Address: northeast of the Williams Dr and Del Web Blvd intersection

Project Case Number: 2019-3-PUD P&Z Date: July 7, 2020 Case Manager: Michael Patroski

Name of Respondent: Mary Dell Rogen
(Please print name)

Signature of Respondent: Mary Dell Rogen
(Signature required for protest)

Address of Respondent: 110 Plover Pass, Georgetown TX 78633
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

This tall building will take away my view of our beautiful Texas sunsets. This project will cause my neighborhood to have more traffic. We have had such a quiet neighborhood. Certainly not looking forward to all the new commotion this big structure will cause.

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.

I don't think having businesses open to the public will make this project anymore popular.



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Project Name/Address: northeast of the Williams Dr and Del Web Blvd intersection

Project Case Number: 2019-3-PUD P&Z Date: July 7, 2020 Case Manager: Michael Patroski

Name of Respondent: PEARL M. JONES
(Please print name)

Signature of Respondent: 
(Signature required for protest)

Address of Respondent: 103 Plover Pass, Georgetown, TX 78633
(Address required for protest)

I am in FAVOR: _____ I OBJECT: ✓

Additional Comments:

I do not want a multifamily dwelling behind
my property. That will create noise + aesthetics
See city will change w/ possible apartments there. Thank
you for your consideration.

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



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Project Case Number: 2019-3-PUD P&Z Date: July 7, 2020 Case Manager: Michael Patroski

Name of Respondent: D. Evonne Fisher Welp
(Please print name)

Signature of Respondent: D. Evonne Fisher Welp
(Signature required for protest)

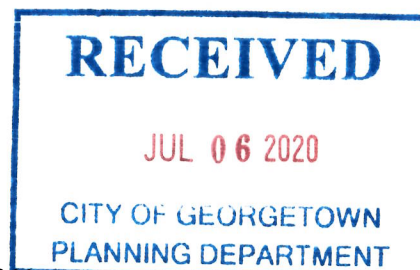
Address of Respondent: 113 Plover Pass, 78633
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

I live in the houses on the street
that this project would back up to.
I violently object. (113 Plover Pass)

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.



ORDINANCE NO. _____

An Ordinance of the City Council of the City of Georgetown, Texas, amending the Seven Strand Senior Living Planned Unit Development (PUD), for approximately 13.1501 acres (Lots 5, 6 & 7, Block A, Village Gate at Sun City Final Plat), located at 60 Del Webb Blvd for a project to be known as Georgetown Senior Living; 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"):

Lots 5, 6 & 7, Block A, Village Gate at Sun City Final Plat, located at 60 Del Webb Blvd, as recorded in Document Number 2019111074 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 July 7, 2020, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on July 28, 2020, held an additional public hearing prior to taking action on the requested rezoning of the Property.

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

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

Section 2. The PUD Development Plan for Seven Strand Senior Living Planned Unit Development (PUD) is hereby amended in accordance with the attached PUD Development Plan, identified as exhibit A, incorporated herein by reference.

Ordinance Number: _____

Page 1 of 2

Description: Amended Seven Strand Senior Living PUD

Case File Number: 2019-3-PUD

Date Approved: 8/11/2020

Exhibits 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 28th day of July, 2020.

APPROVED AND ADOPTED on Second Reading on the 11th day of August, 2020.

THE CITY OF GEORGETOWN:

ATTEST:

Dale Ross
Mayor

Robyn Densmore,
City Secretary

APPROVED AS TO FORM:

Skye Masson
City Attorney

Ordinance Number: _____

Page 2 of 2

Description: Amended Seven Strand Senior Living PUD

Case File Number: 2019-3-PUD

Date Approved: 8/11/2020

Exhibits Attached

EXHIBIT A
Seven Strand Senior Living
Planned Unit Development
Development Plan

A. PROPERTY

The Seven Strand Senior Living Planned Unit Development District is located along Del Webb Boulevard at the entrance to Sun City and encompasses approximately 13.1501 acres, described as Lots 5, 6, & 7, Block A, of the Village Gate at Sun City Final Plat recorded in Document 2011087677, Official Public Records of Williamson County, herein defined as the "property".

B. PURPOSE

The vision for the Seven Strand Senior Living development focuses on creating a luxury resort style retirement center consisting of multiple retirement housing buildings with integrated amenities to serve the residents of the Seven Strand Luxury Senior Living development.

This PUD serves to augment and/or modify the standards for development outlined in the City's Unified Development Code (UDC) in order to implement the vision for the property and insure a cohesive, quality development not otherwise anticipated by the underlying base zoning district. In accordance with UDC Section 4.06.010.C "Development Plan Required", this Development Plan titled **Exhibit A** is a summary of the development and design standards for the property.

C. APPLICABILITY AND BASE ZONING

In accordance with UDC Section 4.06.010.A "Compatibility with Base Zoning District", all development of the property shall conform to the base zoning district of Local Commercial (C-1). Except for those requirements specifically deviated by this Development Plan, all development standards established in the most current version of the UDC at time of development shall be applicable. In the case that this Development Plan does not address a specific item, the City of Georgetown UDC and any other applicable Ordinances shall apply. In the event of a conflict between the regulations of this PUD and the regulations of the base zoning district, the PUD shall control.

D. CONCEPTUAL LAND PLAN

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

E. LAND USES

- 1. Primary Use.** The primary permitted use is multifamily attached residential for seniors. The development plan for the property (See Exhibit B) is for a resort style retirement center consisting of one or a mixture of the following types of related senior living housing choices:
 - Independent Living Retirement Center Apartments
 - Group Living in the form of an Assisted Living Retirement Center or Nursing or Convalescent Home
- 2. Additional Permitted Uses.**
 - Hospice Facility
 - Skilled Nursing Facility
 - Hospital
 - Day Care
 - Overnight Accommodations Uses
 - Health Services Uses
- 3. Permitted Accessory Uses.** The following shall be allowed as accessory uses within the primary buildings in support of the primary retirement center use. The below mentioned Barber/Beauty Shop and Restaurant and Kitchen will be open to the general public:
 - Fitness/Wellness Center
 - Barber/Beauty Shop (open to the general public)
 - Bank
 - Theater
 - Art and Craft Studio
 - Onsite Medical/Wellness
 - Espresso Bar
 - Bar/Lounge
 - Restaurants and Kitchen (open to the general public)
 - Business Center
 - Library
 - Chapel
 - Concierge Services
 - Laundry Services
 - Housekeeping
 - Security
 - Offices providing support services within the facilities
- 4. Prohibited Uses.** Unless listed as an allowed use in section E.1, E.2, or E.3 of this PUD (Exhibit A), the following uses are prohibited:

Residential Uses:

All residential uses listed as “permitted (P), limited (L) or special use (S)” under the C1 zoning column in table 5.02.010 of the UDC.

Civic Uses:

All civic uses listed as “permitted (P), limited (L) or special use (S)” under the C1 zoning column in table 5.03.010 of the UDC.

Commercial Uses:

All commercial uses listed under “Food & Beverage Establishments”, “Entertainment & Recreation”, “Professional & Business Offices” listed as “permitted (P), limited (L) or special use (S)” under the C1 zoning column in table 5.04.010 of the UDC.

F. DESIGN STANDARDS

1. **Density.** There shall be a maximum of 24 dwelling units per acre. There shall be no maximum on the number of dwelling units per structure.
2. **Setbacks.** The setbacks on the Property shall be as follows:
 - Front (Southern) Setback - minimum 25 feet
 - Side (Western) Setback - minimum 15 feet
 - (Eastern) Setback to Residentially Zoned District - minimum 25 feet
 - Rear (Northern) Setback - minimum 15 feet
 - Accessory Building (Garage) Setback – minimum 15 feet
 - Accessory Building (Garage) Setback to Residentially Zoned District - minimum 25 feet
 - Parking Setback – minimum 15 feet
 - Parking Setback to Residentially Zoned District – minimum 25 feet
3. **Building Height.** The maximum building heights on the Property shall be as follows:
 - Maximum Height for Residential Buildings shall be 60 feet, however:
 - Any portion of a building within 150 feet of a property line shall not exceed 45 feet; and
 - Along the eastern property line, any portion of a building within 80 feet of the adjacent Residentially Zoned District shall not exceed 35 feet.
 - Maximum Height for Accessory Buildings (Garage) shall be 25 feet.
 - All other buildings shall not exceed 35 feet in height.
4. **Building Size.** There shall be no maximum building square footage or floor-to-area ratio for any residential or group living buildings on the property.
5. **Exterior Lighting.** Exterior Lighting on the Property and its buildings will comply with the requirements set forth in Section 7.05 of the UDC related to outdoor lighting unless otherwise described in this PUD.

G. PARKING.

Parking on the Property shall be in conformance with Chapter 9 of the UDC except as otherwise stated in this Development Plan. The specific parking requirement for the Independent Living use shall be: 1 space per dwelling unit. The Assisted Living shall be: 1 space per 2 beds. The Memory Care use shall be: 1 space per 3.5 beds.

Garage spaces shall count toward the overall parking requirements. Golf cart parking may count towards a maximum of 2% of the required parking spaces.

H. VEHICULAR ACCESS AND CIRCULATION

1. **Transportation Impact Analysis (TIA).** Requirement for a Traffic Impact Analysis, as noted in the recorded subdivision plat covering this property, will be deferred to the Site Plan application.
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Landscaping on the Property shall be in conformance with Chapter 8 of the UDC except that a 25-foot wide landscape bufferyard, consisting of a solid six-foot screening wall constructed of two-sided masonry materials and plantings including one evergreen ornamental tree and one large species evergreen canopy tree per each 50 linear feet, shall be required along the eastern property line adjacent the residential properties in the Sun City neighborhood. A 10 ft. encroachment by a fire lane into the 25 ft landscape bufferyard is allowed but shall require two evergreen ornamental trees and two large species evergreen canopy trees per each 50 linear feet of encroachment.

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1. A maximum of two (2) directional signs are allowed off-site within Lots 1 thru 4 or Lot 8, Block A, of the Village Gate at Sun City Final Plat recorded in Document 2011087677. subject to applicable deed restrictions and/or Master Sign Plans and the approval of the property owner of the lot on which the signage will be placed.
2. A Master Sign Plan may be approved separately from the PUD, without cause for amendment to the PUD, following the approval process outlined in Section 3.12 of the UDC.

L. IMPERVIOUS COVERAGE

Impervious coverage on the Property shall be in conformance with Note #15 of the Village Gate at Sun City Final Plat.

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Improvements will be installed on the adjoining common-owned Lot 9 of the Village Gate at Sun City Final Plat. Such improvements will include wet ponds, pathways, and native drought tolerant landscape plantings to enhance the environment.

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1. **Parkland.** The parkland dedication requirements of UDC Section 13.05 will be met with fee-in lieu of dedication, as provided for in Section 13.05.010.D, at time of Site Plan approval, in an amount equal to \$200 per new dwelling unit.
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P. Deed Restrictions

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Q. LIST OF EXHIBITS

Exhibit A – This PUD Development Plan

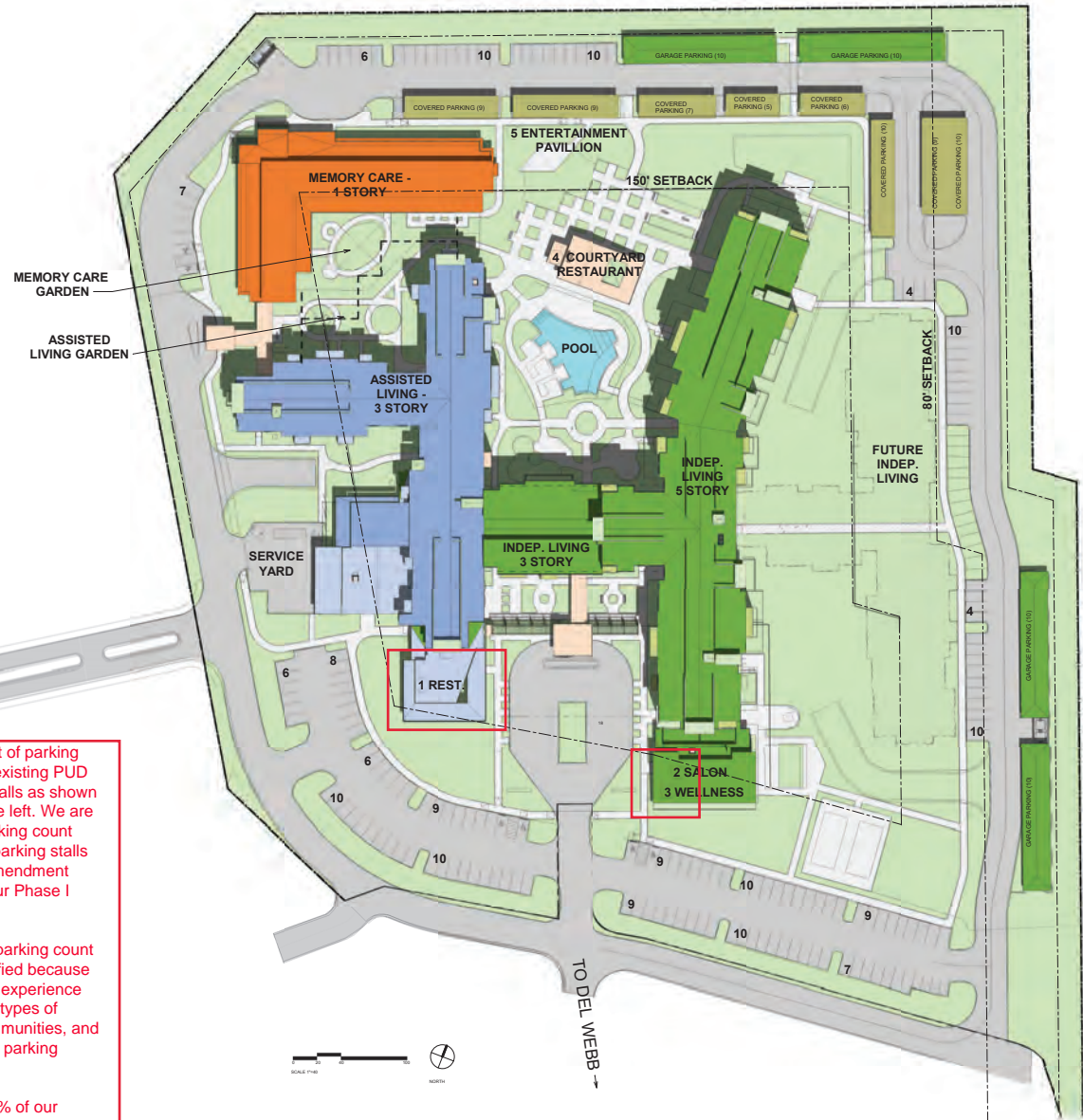
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Assisted Living (Group Living)	90 Beds	1 space per bed	90	1 space per 2 beds	45
Memory Care (Group Living)	21 Beds	1 space per bed	20	1 space per 2 beds	6
Salon (Retail)	1200 sf	1 per 200 sf.	2	-	2
Restaurant (Food and Beverage)	2800 sf (1400sf)	1 per 100 sf. + 4 additional	18	-	18
Phase 2					
Independent Living (Multi-family - Senior)	90 Units	1 per dwelling unit + 1 per 15 units	96	1 per dwelling unit + 5% of total (per Georgetown UDC)	90
Grand Total			360		286

6 golf cart parking spaces are provided in addition to 190 parking spaces in phase 1
 *75% of salon expected to be occupied by on-site IL residents, whose parking spaces are already met. 300 sf used for parking calculations
 **50% of restaurant is expected to be occupied on-site IL residents, whose parking spaces are already met. 1400 sf used for calculation.



FUNCTIONS OPEN TO THE OUTSIDE COMMUNITY

- ① RESTAURANT (ALWAYS OPEN)
- ② SALON (ALWAYS OPEN)

The total amount of parking required by the existing PUD is 264 parking stalls as shown in the table to the left. We are requesting a parking count reduction of 68 parking stalls with this PUD amendment application for our Phase I development.

We believe this parking count reduction is justified because of our real world experience managing these types of senior living communities, and noting the actual parking consumption.

Approximately 7% of our independent living residence will not drive, only half of our assisted living residence will drive, and none of our memory care residence will drive.

MEDCORE - GEORGETOWN SENIOR LIVING

Georgetown, Texas
03/20/2020

ARCHITECTURAL SITE PLAN

OWNER:
TM GEORGETOWN, LLC
4245 NORTH CENTRAL EXPRESSWAY
SUITE 310
DALLAS, TEXAS 75205

APPLICANT:
TM GEORGETOWN, LLC
4245 NORTH CENTRAL EXPRESSWAY
SUITE 310
DALLAS, TEXAS 75205

ENGINEER:
VITO TRUPIANO, PE NO. 119592
BIG RED DOG, A DIVISION OF WGI
2021 E 5TH ST.
SUITE #200
AUSTIN, TX, 78702

SURVEYOR:
HERMAN CRICHTON, RPLS NO. 4046
CRICHTON AND ASSOCIATES
6448 E. HIGHWAY 290, SUITE B-105
AUSTIN, TEXAS 78723
(512) 244-3395
14_252

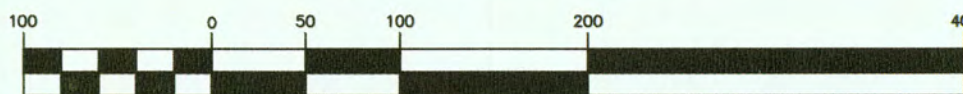
Survey:
W. G. Wilkinson Survey,
Abstract No. 671

NOTES:
NEW PUBLIC STREET: NONE
AREA: 13.1500 ACRES
NO. OF BLOCKS: 1
NO. OF LOTS: 1
THERE IS NO 100-YR. FLOOD PLAIN ON THE PROPERTY.
BENCHMARK: SPINDLE SET IN ASPHALT
ELEV. = 909.76 FEET
THIS IS PAGE 1 OF 2

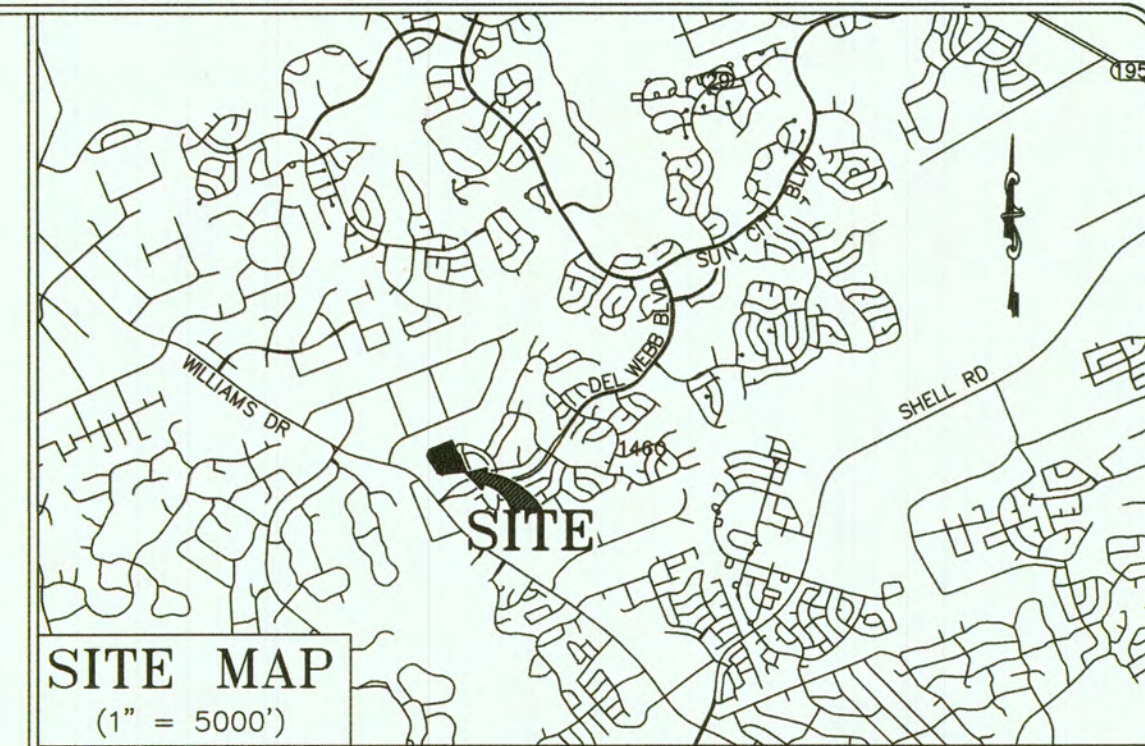
AMENDING PLAT OF: LOTS 5, 6 & 7, BLOCK A, VILLAGE GATE AT SUN CITY

A SUBDIVISION RECORDED IN DOCUMENT NO.
2011087677, OFFICIAL RECORDS, WILLIAMSON
COUNTY, TEXAS

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



FIELD NOTES

FIELD NOTES FOR A 13.1500 ACRE TRACT OF LAND BEING ALL OF LOTS 5, 6 AND 7, BLOCK A, VILLAGE GATE AT SUN CITY, A SUBDIVISION RECORDED IN DOCUMENT NO. 2011087677, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 13.1500 TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pin set in the west terminus of the R.O.W. of Yellow Rose Trail, being an easterly common corner of this tract and Lot 8 of said Village Gate at Sun City, for the southeast corner of this tract and the POINT OF BEGINNING.

THENCE with the common line of this tract and said Lot 8 the following eleven (11) courses:

- 1) S67°49'27"W, a distance of 11.60 feet to a 1/2" iron pin set;
- 2) N40°43'25"W, a distance of 70.97 feet to a 1/2" iron pin found;
- 3) With a curve to the left whose elements are R = 42.50 feet, L = 27.36 feet, whose chord bears N80°13'10"W a distance of 26.89 feet to a 1/2" iron pin found;
- 4) S84°08'54"W, a distance of 321.50 feet to a 1/2" iron pin set;
- 5) S79°08'52"W, a distance of 24.93 feet to a 1/2" iron pin set;
- 6) With a curve to the right whose elements are R = 25.00 feet, L = 31.85 feet, whose chord bears N64°21'14"W a distance of 29.74 feet to a 1/2" iron pin found;
- 7) N22°05'31"W, a distance of 85.95 feet to a 1/2" iron pin set;
- 8) S67°50'51"W, a distance of 29.16 feet to a 1/2" iron pin set;
- 9) S22°01'39"E, a distance of 95.73 feet to a 1/2" iron pin set;
- 10) S79°03'23"W, a distance of 148.85 feet to a 1/2" iron pin set;
- 11) S48°11'16"W, a distance of 34.62 feet to a 1/2" iron pin set in the east line of Lot 2 of said Village Gate at Sun City;

- 1) N68°06'51"W, a distance of 134.57 feet to a 1/2" iron pin found;
- 2) N32°01'52"W, a distance of 69.40 feet to a 1/2" iron pin found;
- 3) N32°06'13"W, a distance of 143.73 feet to a 1/2" iron pin found;
- 4) N32°06'56"W, a distance of 171.32 feet to a 1/2" iron pin found;
- 5) N32°01'56"W, a distance of 141.09 feet to a 1/2" iron pin found;
- 6) N19°52'55"E, a distance of 178.79 feet to a 1/2" iron pin found;
- 7) N67°50'18"E, a distance of 647.52 feet to a 1/2" iron pin found;
- 8) S22°11'07"E, a distance of 388.36 feet to a 1/2" iron pin found;
- 9) N84°10'23"E, a distance of 39.34 feet to a 1/2" iron pin found;
- 10) S22°09'27"E, a distance of 550.86 feet to the POINT OF BEGINNING and containing 13.1500 acres, more or less.

(BEARING BASIS = STATE PLANE COORDINATES (NAD 83), CENTRAL TEXAS ZONE (4203))

LINE TABLE

LINE	LENGTH	BEARING
L1	11.60	S67°49'27"W
L2	24.93	S79°08'52"W
L3	34.62	S48°11'16"W

RECORD LINE TABLE

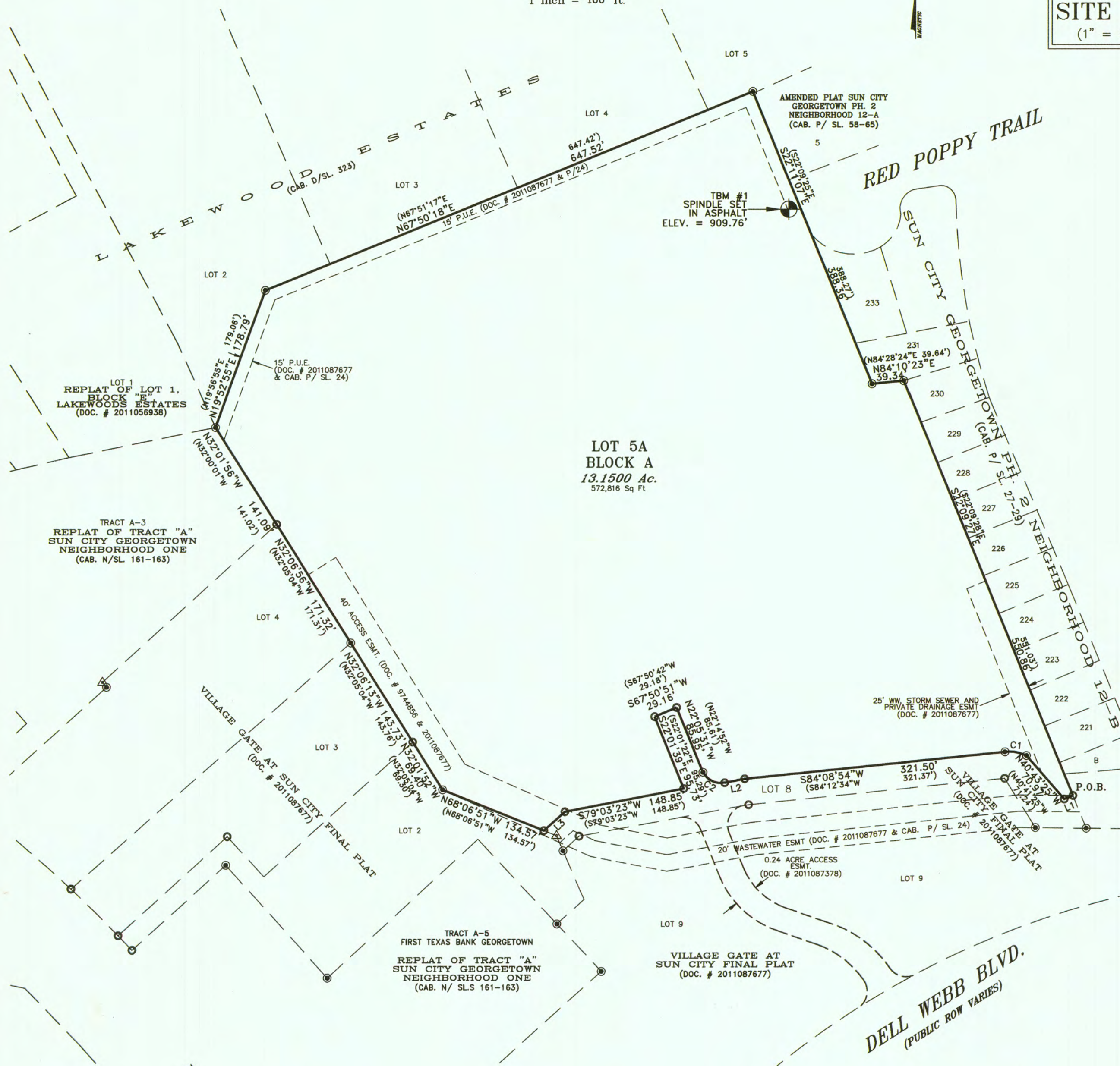
LINE	LENGTH	BEARING
L1	(11.60)	(S67°49'18"W)
L2	(24.93)	(S79°12'35"W)
L3	(34.62)	(S48°11'16"W)

CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	27.36	42.50	N80°13'11"W	26.89
C2	31.85	25.00	N84°21'32"W	29.74

RECORD CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	27.36	42.50	(N80°40'04"W)	(26.71)
C2	31.85	25.00	(N64°17'49"W)	(29.74)



- LEGEND
- 1/2" IRON PIN FOUND
 - 1/2" IRON PIN SET
 - IRON PIPE FOUND
 - NAIL FOUND
 - CALC. PNT
 - RECORD INFORMATION
 - B.L. BUILDING SETBACK LINE

PAGE 1 OF 2

DATE: 7/29/2019
REV. DATE: 10/16/2019
SUBMITTAL DATE: 9/16/19

SCALE: 1" = 100'
JOB NO. 14_252
CASE NO. 2019-44-FP

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT TM GEORGETOWN, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING HEREIN THROUGH ITS MANAGING MEMBER, MICHAEL GRAHAM, BEING THE OWNER OF A 13.1500 ACRE TRACT OF LAND BEING ALL OF LOTS 5, 6 AND 7, BLOCK A, VILLAGE GATE AT SUN CITY, A SUBDIVISION RECORDED IN DOCUMENT NO. 2011087677, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2019042536, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, DO HEREBY SUBDIVIDE THE SAID 13.1500 ACRES AS SHOWN HEREON, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC ALL STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON, SUBJECT TO ANY EASEMENTS HERETOFORE GRANTED BUT NOT RELEASED, OR AS MAY BE OTHERWISE REQUIRED BY APPLICABLE ORDINANCE OF THE CITY OF GEORGETOWN, TEXAS, AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE. THIS SUBDIVISION IS TO BE KNOWN HEREFTER AS

AMENDING PLAT OF: LOTS 5, 6 & 7, BLOCK A, VILLAGE GATE AT SUN CITY

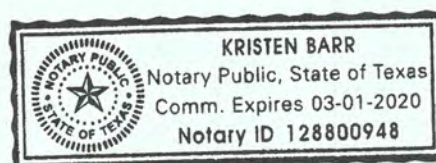
TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 28 DAY OF Oct 2019.

BY: MICHAEL GRAHAM, MANAGING MEMBER

MICHAEL GRAHAM, MANAGING MEMBER
TM GEORGETOWN, LLC
4245 NORTH CENTRAL EXPRESSWAY
SUITE 310
DALLAS, TEXAS 75205

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED MICHAEL GRAHAM, KNOWN TO ME TO BE THE ENTITY WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITIES THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 28 DAY OF October, 2019, A.D.



NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS.
MY COMMISSION EXPIRES 03-01-2020

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

SOFIA NELSON, CNU-A, PLANNING DIRECTOR

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, HERMAN CRICHTON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT (PREVIOUSLY KNOWN AS LOT 142, SECTION D, NORTH LAKE) IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS 25 DAY OF Oct, 2019.

HERMAN CRICHTON R.P.L.S. NO. 4046,
STATE OF TEXAS
JOB # 14-252



CRICHTON & ASSOCIATES
TBLS Firm # 101727-00
6448 East Highway 290
Suite B105
Austin, Texas 78723
(512) 244-3395
Orders@CrichtonandAssociates.com

AMENDING PLAT OF: LOTS 5, 6 & 7, BLOCK A, VILLAGE GATE AT SUN CITY

A SUBDIVISION RECORDED IN
DOCUMENT NO. 2011087677,
OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS

PLAT NOTES:

- BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF GEORGETOWN UNIFIED DEVELOPMENT CODE.
- SIDEWALKS WILL BE CONSTRUCTED AND STREET TREES PLANTED IN ACCORDANCE WITH THE CITY OF GEORGETOWN UNIFIED DEVELOPMENT CODE AND SPECIFICATIONS MANUAL.
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE: WATER: CITY OF GEORGETOWN; WASTEWATER: CITY OF GEORGETOWN; ELECTRIC: GEORGETOWN UTILITY SERVICES.
- ALL STRUCTURES/ OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
- THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOOD PLAIN AS DEFINED BY FIRM MAP NUMBER 48491 C 0280 E, EFFECTIVE DATE OF SEPTEMBER 26, 2008.
- IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
- ALL SEDIMENTATION, FILTRATION, DETENTION, AND/OR RETENTION BASINS AND RELATED APPURTENANCES SHOWN SHALL BE SITUATED WITHIN A DRAINAGE EASEMENT OR DRAINAGE LOT. THE OWNERS, HOA, OR ASSIGNEES OF THE TRACTS UPON WHICH ARE LOCATED SUCH EASEMENTS, APPURTENANCES, AND DETENTION FACILITIES SHALL MAINTAIN SAME AND BE RESPONSIBLE FOR THEIR MAINTENANCE, ROUTINE INSPECTION, AND UPKEEP.
- A 10-FOOT PUBLIC UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES WITHIN THIS PLAT.
- THE MONUMENTS OF THIS PLAT HAVE BEEN ROTATED TO THE NAD 83/93 HARN - TEXAS CENTRAL ZONE AND NAVD 88.
- THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLATS P.U.D. OF SUN CITY GEORGETOWN, PHASE 2, NEIGHBORHOOD ONE-D, RECORDED IN CABINET P, SLIDE 24 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND VILLAGE GATE AT SUN CITY, LOTS 5, 6 AND 7, RECORDED IN DOCUMENT NO. 2011087677, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; AND EASEMENTS PER DOC. #S 9637449, 9744856, 2000069158, 2000069159 AND 200069160.
- THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY, OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, THEIR OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE CITY AND/OR COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS
- THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY OF GEORGETOWN AND/OR WILLIAMSON COUNTY, TEXAS. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY, ASSUME ANY RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS IN THEIR RESPECTIVE JURISDICTIONS.
- NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUME ANY RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE CITY AND/OR COUNTY.
- RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY, THE CITY AND/OR COUNTY HAVE THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENTS, OR MAINTENANCE OF THE ADJACENT ROAD.
- A TRAFFIC IMPACT ANALYSIS (TIA) WILL BE REQUIRED WHEN THE CUMULATIVE TRAFFIC GENERATED BY ANY LOT IN THIS SUBDIVISION EXCEEDS 2000 ADT AS DETERMINED AT THE SITE PLAN SUBMITTAL FOR SUCH DEVELOPMENT.
- THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY HAS APPROVED, IN WRITING, THE POLLUTION ABATEMENT PLAN.
- SUBJECT TO PUBLIC UTILITY EASEMENTS PER CITY RECORDS PLEASE REFER TO CIVIL DESIGN DRAWINGS.
- SUBJECT TO BLANKET-TYPE UTILITY EASEMENT GRANTED TO ALL UTILITY SERVICE PROVIDERS TO SAID PROPERTY, RECORDED IN DOCUMENT 9607601. WHEN REQUIRED, AN ELECTRIC EASEMENT SHALL BE GRANTED BY SEPARATE INSTRUMENT.
- UDC GATEWAY LANDSCAPING REQUIREMENTS WILL BE DEPICTED ON THE SITE PLAN.
- THERE ARE NO HERITAGE TREES ($\geq 26"$) ON THIS SITE.
- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- WATER SERVICES TO BE INSTALLED AND BONDED PRIOR TO RECORDATION.
- ALL SIDEWALKS ARE TO BE MAINTAINED BY THE ADJACENT PROPERTY OWNERS.

THIS SUBDIVISION TO BE KNOWN AS AMENDING PLAT OF LOTS 5, 6 & 7, BLOCK A, VILLAGE GATE AT SUN CITY HAS BEEN ACCEPTED AND APPROVED FOR FILING OF RECORD WITH THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MINUTES OF THE MEETING OF THE GEORGETOWN PLANNING AND ZONING COMMISSION ON THE 29th DAY OF October, 2019, A.D.

ERCEL BRASHEAR, CHAIRMAN

~~BEN STEWART, SECRETARY~~

Tim Bargainer, Vice-Chair

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS. FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

GLEN HOLCOMB, BUILDING OFFICIAL
CITY OF GEORGETOWN

I, VITO TRUPIANO, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCRACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C 0280 E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE CITY OF GEORGETOWN REGULATIONS. THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

FOR REVIEW. THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF VITO TRUPIANO, #119592 ON 9/16/2019. IT IS NOT TO BE USED FOR BIDDING, PERMIT OR CONSTRUCTION.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS 25th DAY OF October, 2019.



VITO TRUPIANO, PE
LICENSE # 119592
BIG RED DOG, A DIVISION OF WGI
2021 E 5TH ST, #200
AUSTIN, TEXAS, 78702

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 18th DAY OF November A.D., 2019 AT 2:30 O'CLOCK, P.M. AND DULY RECORDED ON THE 18th DAY OF November, A.D., 2019 AT 2:41 O'CLOCK P.M., IN THE PLAT RECORDS OF SAID COUNTY, IN DOC. NO 201911074

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

NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

Brenda McKenzie
DEPUTY Brenda McKenzie



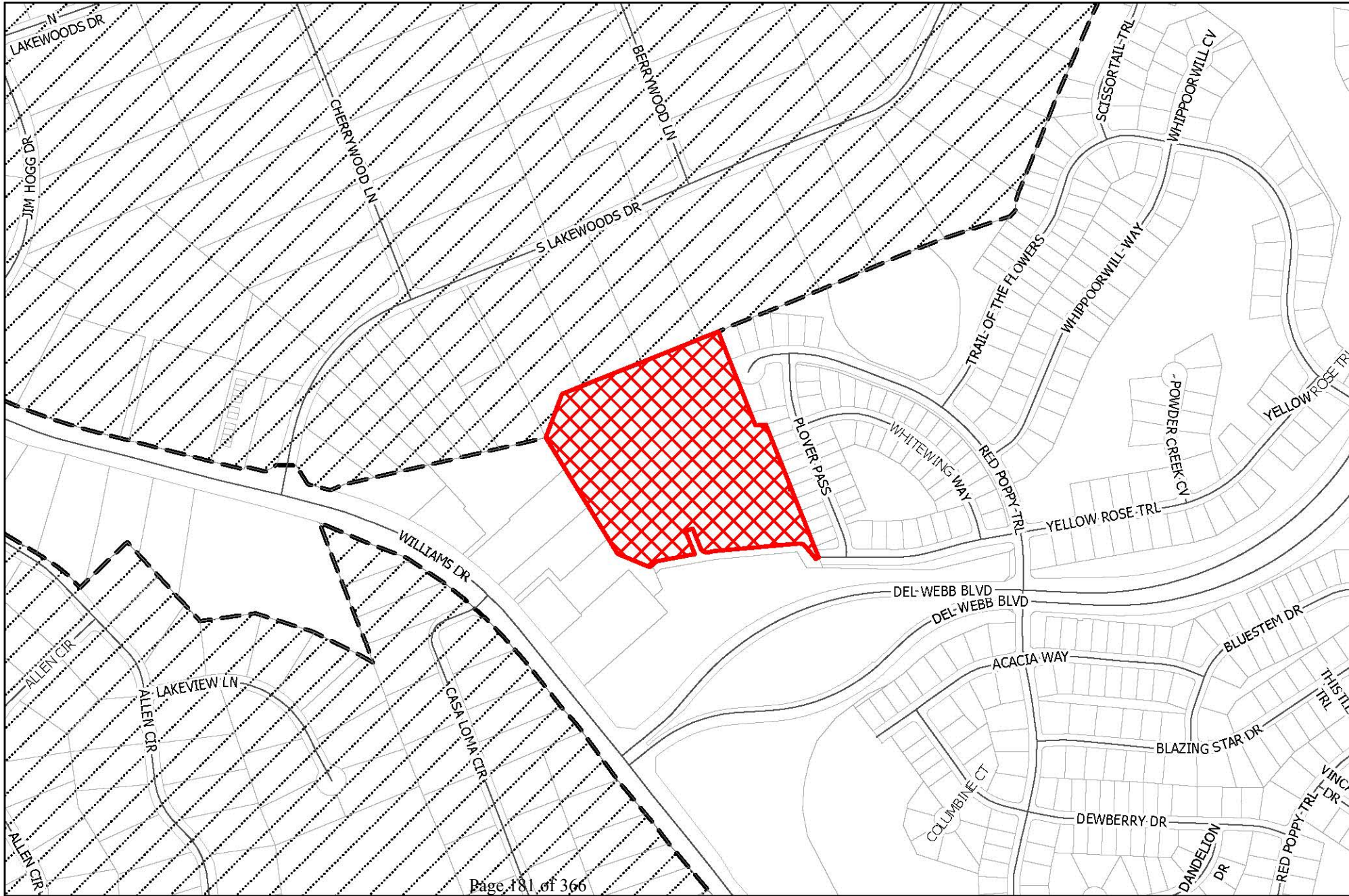
Georgetown Senior Living 2019-3-PUD

City Council
July 28, 2020

Item Under Consideration

2019-3-PUD

- Public Hearing and first reading of an Ordinance on a request for a Zoning Map Amendment to amend the Seven Strand Planned Unit Development (PUD) Development Plan consisting of Lots 5-7, Village Gate at Sun City Final Plat, located at 60 Del Webb Blvd



LOCATION

2019-3-PUD

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



0 250 500
Feet



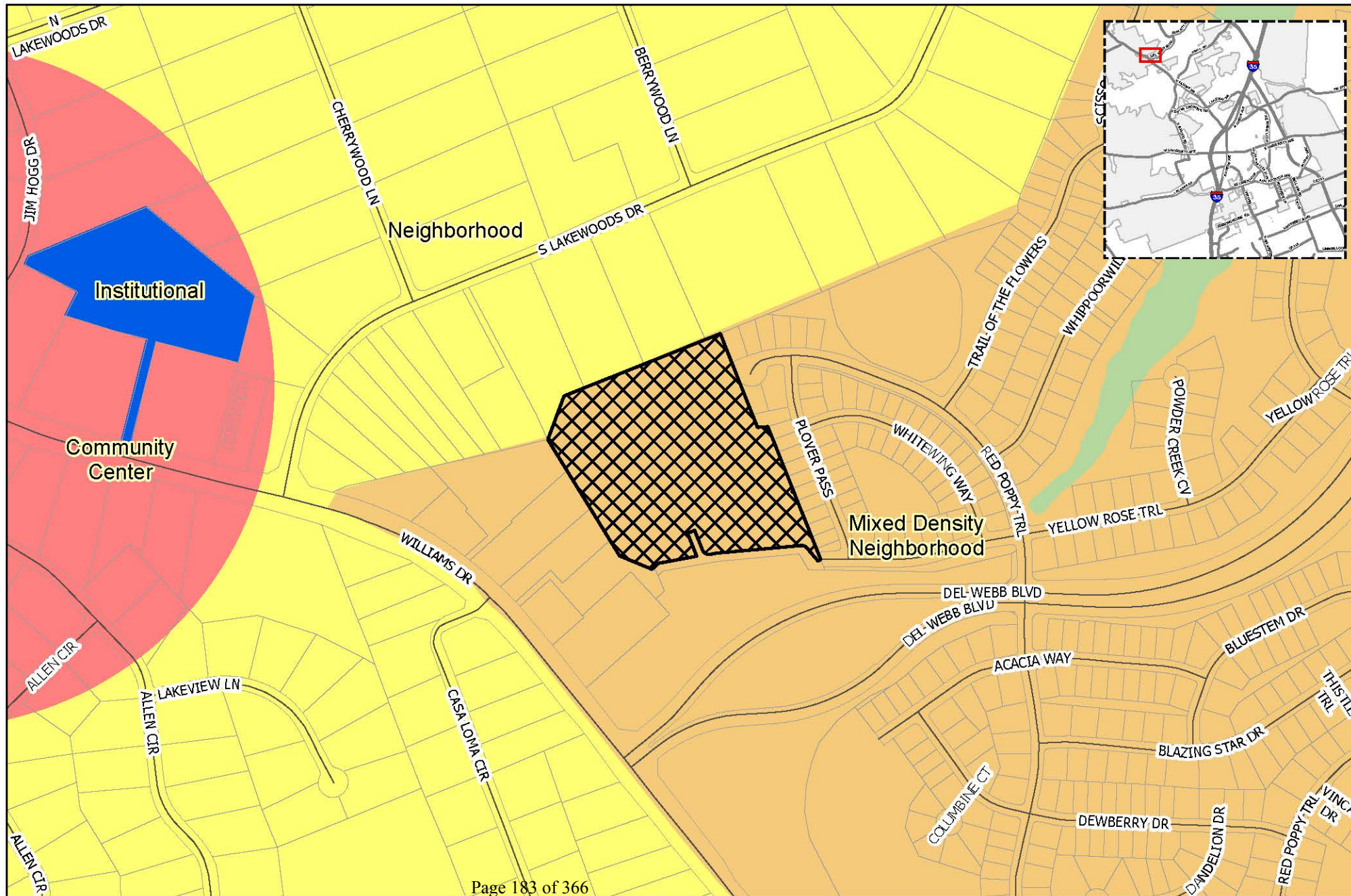
AERIAL

2019-3-PUD

-  Site
-  City Limits
-  Georgetown ETJ



0 280 560
Feet



FUTURE LAND USE/ OVERALL TRANSPORTATION PLAN

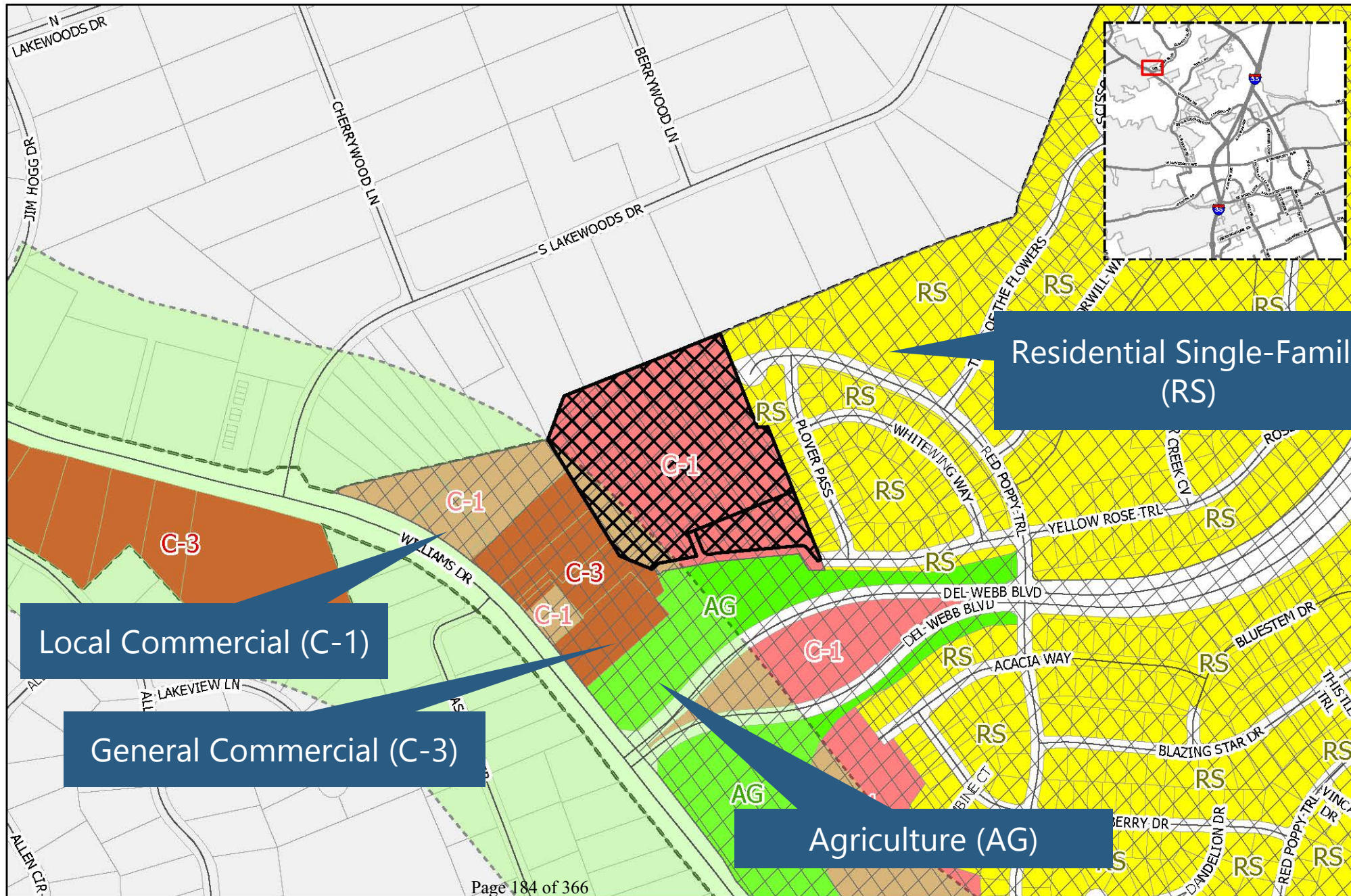
2019-3-PUD

Exhibit #2

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

0 250 500 Feet





ZONING

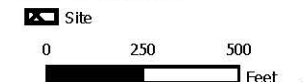
2019-3-PUD

Exhibit #3

- Site 2
- 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



Planned Unit Development (PUD)

- Special purposed zoning district
- Allows flexibility in planning and design
- Can accommodate unique developments or environmentally-sensitive areas to be developed with a common scheme
- Can accommodate multiple uses

Deviations from Existing PUD

Current PUD	Proposed Amended PUD
All Accessory Uses are permitted by residents only.	Barber/Beauty Shop & Restaurant/Kitchens Open to the General Public.
Parking: Independent Living Retirement Center use shall be: 1 space per dwelling unit + 1 space per each 15 dwelling units or fraction thereof for visitor and employee parking.	Independent Living use shall be: 1 space per dwelling unit. The Assisted Living shall be: 1 space per 2 beds. The Memory Care use shall be: 1 space per 3.5 beds.

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		

Approval Criteria – UDC Section 3.06.040

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

Approval Criteria – UDC Section 3.06.040

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

Planning & Zoning Commission Action

- At their July 7, 2020 meeting, the Planning & Zoning Commission recommended approval of the request (7-0).

First Reading of an Ordinance

An Ordinance of the City Council of the City of Georgetown, Texas, amending the Seven Strand Senior Living Planned Unit Development (PUD), for approximately 13.1501 acres (Lots 5, 6 & 7, Block A, Village Gate at Sun City Final Plat), located at 60 Del Webb Blvd for a project to be known as Georgetown Senior Living; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

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

SUBJECT:

Public Hearing and First Reading of an Ordinance on for a request for a the **voluntary annexation** of an approximate **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, being over and across a portion of Shell Road, a right-of-way of varying width described to Williamson County, Texas, with the **initial zoning designation** of **General Commercial (C-3)** upon annexation, for the property generally located southwest of the **intersection** of **Shell Road** and **State Highway 195** --
Nat Waggoner, PMP, AICP, Long Range Planning Manager

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant proposes to annex the 2.213-acre subject tract of land with an initial zoning district of General Commercial (C-3) to develop uses allowed within this district.

Staff's Analysis:

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request complies with the Approval Criteria established in UDC Section 3.06.030 for a Zoning Map Amendment as outlined in the attached Staff Report.

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 (9 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (May 17, 2020), and signs were posted on-site. To date, staff has received 0 written comments in favor, and 0 in opposition to the request.

Annexation and Zoning Meeting Schedule:

- 5/26/2020 – City Council Approves Municipal Services Agreement -Approved
- 6/2/2020 - P&Z Public Hearing & Recommendation on Initial Zoning- (General Commercial (C-3) zoning unanimously recommend by the Commission)
- 7/28/2020 – City Council Public Hearing and First Reading of Ordinance-TONIGHT
- 8/11/2020 – City Council Second Reading of Ordinance

Planning and Zoning Commission:

At their June 2, 2020 meeting, the Planning and Zoning Commission recommended approval (7-0) of the requested General Commercial (C-3) zoning district upon annexation.

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:

Michael Patroski, Planner

ATTACHMENTS:

2020-3-ANX - P&Z Staff Report

Exhibit 1-Location Map

Exhibit 2-Future Land Use Map

Exhibit 3- Zoning Map

Exhibit 4-Design and development standards of the C-3 District

Exhibit 5- Letter of Intent

Ordinance w/exhibits
Presentation

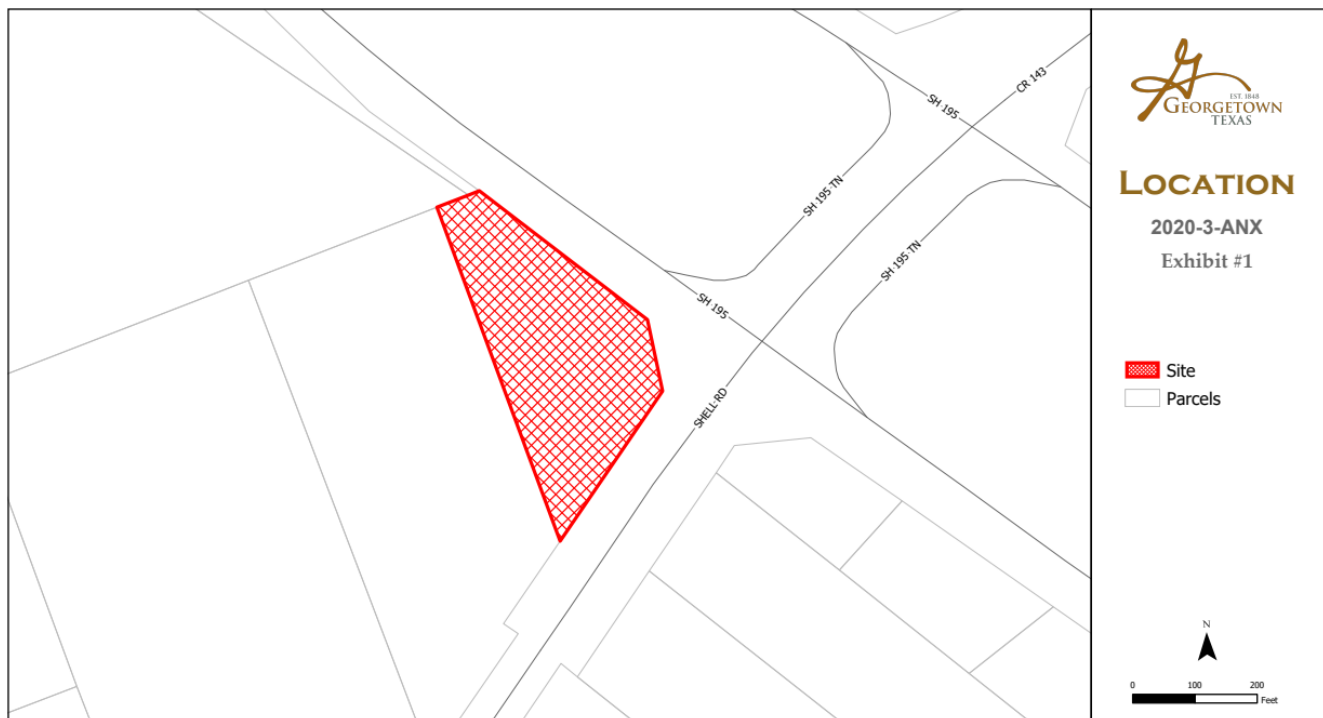


Planning and Zoning Commission Planning Department Staff Report

Report Date: May 29, 2020
Case No: 2020-3-ANX
Project Planner: Michael Patroski, Planner

Item Details

Project Name: QT #4168
Project Location: Southwest of the intersection of Shell Road and State Highway 195, within City Council district No.4 (upon annexation)
Total Acreage: 2.213
Legal Description: 2.213-acre tract of land, out of the W. Roberts Survey No. 4, Abstract 524
Applicant: QuikTrip, c/o David Meyer
Property Owner: Shell-Hwy 195 LLC, c/o Michael Wright
Request: Zoning Map Amendment to zone the subject property **General Commercial (C-3)** upon annexation.
Case History: This is the first public hearing of this request. The subject property along with 0.939-acres of Shell Road are currently under consideration for Annexation (2020-3-ANX).



Planning Department Staff Report

Overview of Applicant's Request

The applicant has requested to Annex a 2.213-acre tract of land along with 0.939-acres of Shell Road. Upon annexation, the applicant has requested the 2.213-acre property have the zoning district of General Commercial (C-3).

Site Information

Location:

The subject property is currently located at the southwest corner of Shell Road and SH 195.

Physical and Natural Features:

The subject property is predominantly flat with a slight elevated embankment along both Shell Road and SH 195. The subject property is currently undeveloped with minimal trees.

Future Land Use and Zoning Designations:

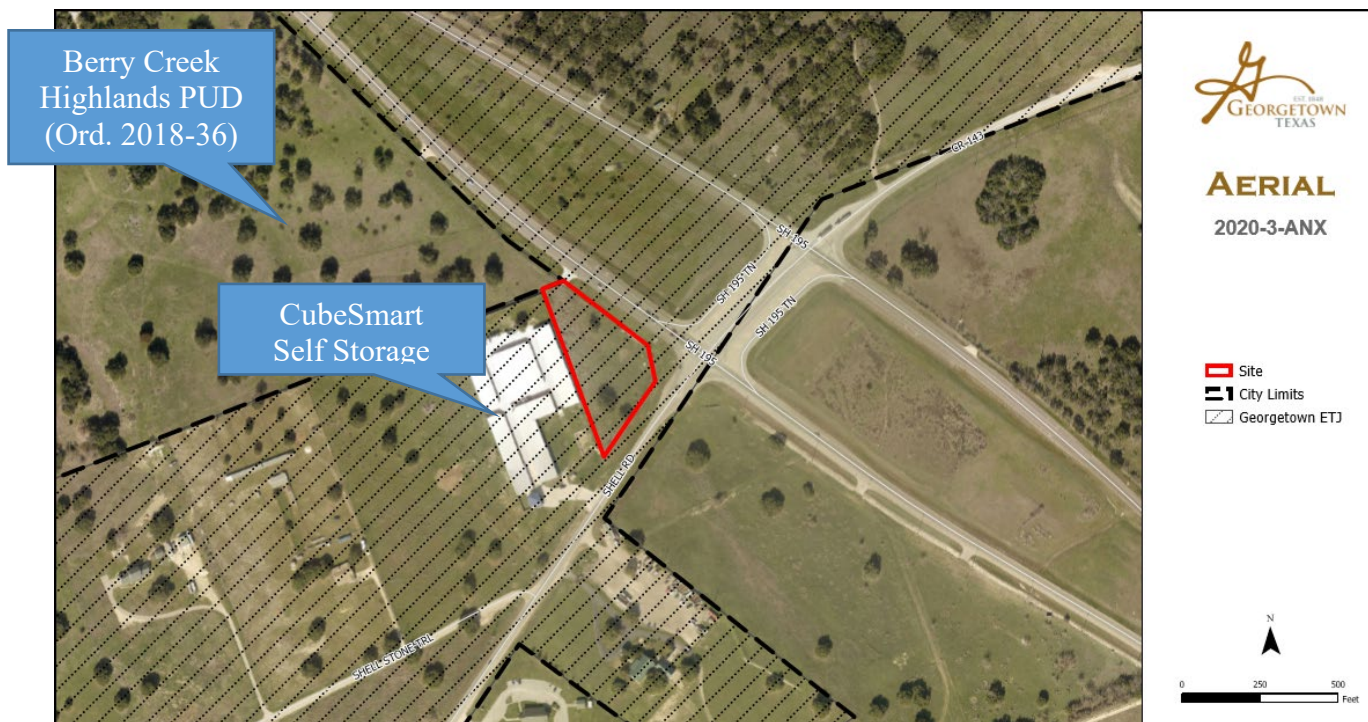
The subject property has an existing Future Land Use designation of Community Center and is currently located within the City of Georgetown's Extra Territorial Jurisdiction (ETJ).

Surrounding Properties:

The subject property is directly adjacent to the CubeSmart Self-Storage facility to the south and the Planned Unit Development (PUD) Berry Creek Highlands. The concept plan for the Berry Creek Highlands development identifies High-Density Multi-Family (MF-2) land use designation for the area directly adjacent to the subject property. Further south of the subject property, the area is entitled to be developed with residential subdivisions, to include the Hidden Oaks at Berry Creek and the Enclave at Hidden Oaks subdivisions.

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

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	ETJ	Community Center	Undeveloped (across SH 195)
East	Agriculture (AG)	Community Center	Undeveloped (across Shell Road)
South	ETJ	Community Center	Self-Storage Facility
West	Planned Unit Development (PUD) High-Density Multi-Family (MF-2) (Ord. 2018-36)	Community Center Mixed Density Neighborhood	Undeveloped/ Berry Creek Highlands-PUD



Comprehensive Plan Guidance

Future Land Use Map:

Community Centers (CC) are typically configured as “nodes” of smaller scale at the intersection of arterial roads and other major thoroughfares. These developments provide local retail, professional office, and service-oriented businesses that serve the residents of Georgetown. While typically auto-oriented, pedestrian connections to the surrounding neighborhoods are provided. Well integrated residential developments, which encourage the interaction of residents and businesses, are appropriate and vertical mixed use encouraged. To promote the interaction of integrated and adjacent residential development, these areas emphasize quality building and site design, such as enhanced architectural features, landscaping, and prominent pedestrian facilities.

DUA: 14 or more

**Target Ratio: 80%
nonresidential, 20% residential**

Primary Use: Small to mid-size retailers

Secondary Uses: Medium and high density residential, local restaurants,

specialty retailers, professional office, and civic uses

Utilities

The subject property is located within the City's service area for water and wastewater. Additionally, it is located within the Pedernales Electric Cooperative (PEC) service area for electric. It is anticipated that there is adequate water capacity to serve the subject property at this time. Wastewater capacity will be available with the construction of the Berry Creek Highlands development to the north. A Utility Evaluation may be required at time of Site Development Plan to determine capacity and any necessary utility improvements.

Planning Department Staff Report

Transportation

The subject property has an estimated 273' of frontage along existing major arterial Shell Road and 436' of frontage along existing freeway SH 195.

Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

Freeways and Tollways are controlled access roadways that allow for the movement of traffic through and around the City. This classification includes interstate highways, state highways, tollways and loops. Direct property access is limited as access is not the intended purpose of these facilities. Design characteristics of these facilities include multiple travel lanes, limited access points, high traffic volumes and high traffic speeds.

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 General Commercial District (C-3) is intended to provide a location for general commercial and retail activities that serve the entire community and its visitors. Uses may be large in scale and generate substantial traffic, making the C-3 District only appropriate along freeways and major arterials.

Permitted uses in this district include, but are not limited to, general retail, hotels, restaurants, and general office. Other uses such as activity center, bar/tavern/pub, college/university, fuel sales, and event facility among others are permitted subject to specific design limitations. Certain land uses, including automotive sales, rental or leasing facilities, require a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of C-3 district permitted uses and development standards.

Intergovernmental and Interdepartmental Review

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

Approval Criteria

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

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

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
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
<p>The applicant is proposing to zone the subject property General Commercial (C-3) within the Community Centers (CC) Node. Community Centers are intended to serve as nodes for small-scale, well integrated with residential developments to encourage the interaction of residents and businesses. The General Commercial District (C-3) is intended to provide a location for general commercial and retail activities that serve the community and its visitors. In addition, Future Land Use Policy #1 of the 2030 Comprehensive Plan Amendment is to encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect a gradual transition from urban to suburban to rural development. Having a General Commercial (C-3) zoning district centrally located within a commercial node, particularly at the intersection of two major thoroughfares, would help achieve this Future Land Use Policy as the surrounding area develops.</p> <p>It should also be noted that the subject property is located within an estimated 122.8-acre Future Land Use node of Community Center. The Community Center FLU targeted ratio is 80% non-residential and 20% residential. The vast majority of property within this FLU node is currently undeveloped with the only currently developed property being the adjacent 5.12-acre Self Storage facility. The subject property (2.213-acres) added to the Self-Storage Facility (5.12-acres) would result in the FLU node being an estimated 16% developed non-residential with the remaining 84% of the FLU node undeveloped or minimally developed. Of this 84% vacant land, an estimated 16-acres is intended for High-Density Multi-Family development within the PUD located to the northwest of the subject property.</p> <p>Because of these factors, the Future Land Use designation and the proposed zoning district appear to be compatible.</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 General Commercial (C-3) zoning district would not adversely affect the health, safety, or welfare of residents. According to the City of Georgetown's UDC, General Commercial (C-3) is only appropriate along freeways and major arterials. Thus, the General Commercial (C-3) district at this location, should it be approved, will help facilitate orderly commercial development along SH-198, which is a major highway. In addition, while some of the uses with General Commercial (C-3) may be large and generate substantial traffic, staff does not anticipate uses on the 2.213-acre site to create a disturbance to the general welfare of the community due to the district's development standards and size of the property.</p>	
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 southwest of the Shell Road and SH 195 intersection. Located along	

Planning Department Staff Report

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA

the subject properties western edge, the property shares approximately 73' of property boundary with a Planned Unit Development (PUD) that's concept plan depicts High-Density Multi-Family (MF-2) directly adjacent to the subject property. It is encouraged to have High Density Multi-Family (MF-2) development directly adjacent to General Commercial (C-3) zoning as these two zoning districts display higher intensity and are compatible with one another.

The subject property also shares an approximately 568' boarder with a tract currently located within the ETJ which serves as a Self-Storage Facility. Located across Shell Road is an undeveloped tract zoned Agriculture (AG) and General Commercial (C-3) zoned properties that also share the FLU of Community Centers. With this character of the current area and its intended Future Land Use, staff finds that the proposed zoning district is compatible with the surrounding 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 size and shape of the property allows for a typical commercial 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 finding's listings above, staff finds that the requested base zoning district of General Commercial (C-3) complies with 5 out of the 5 criteria. The requested zoning district is compatible with adjacent land uses, provides the foundation of transition for the Future Land Use node, and is adequately sized to support the C-3 development standards.

Meetings Schedule

June 2, 2020 – Planning and Zoning Commission

June 23, 2020 – City Council First Reading of the Ordinance

July 14, 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 (9 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper May 17, 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 C-3


Exhibit 5 – Letter of Intent



LOCATION

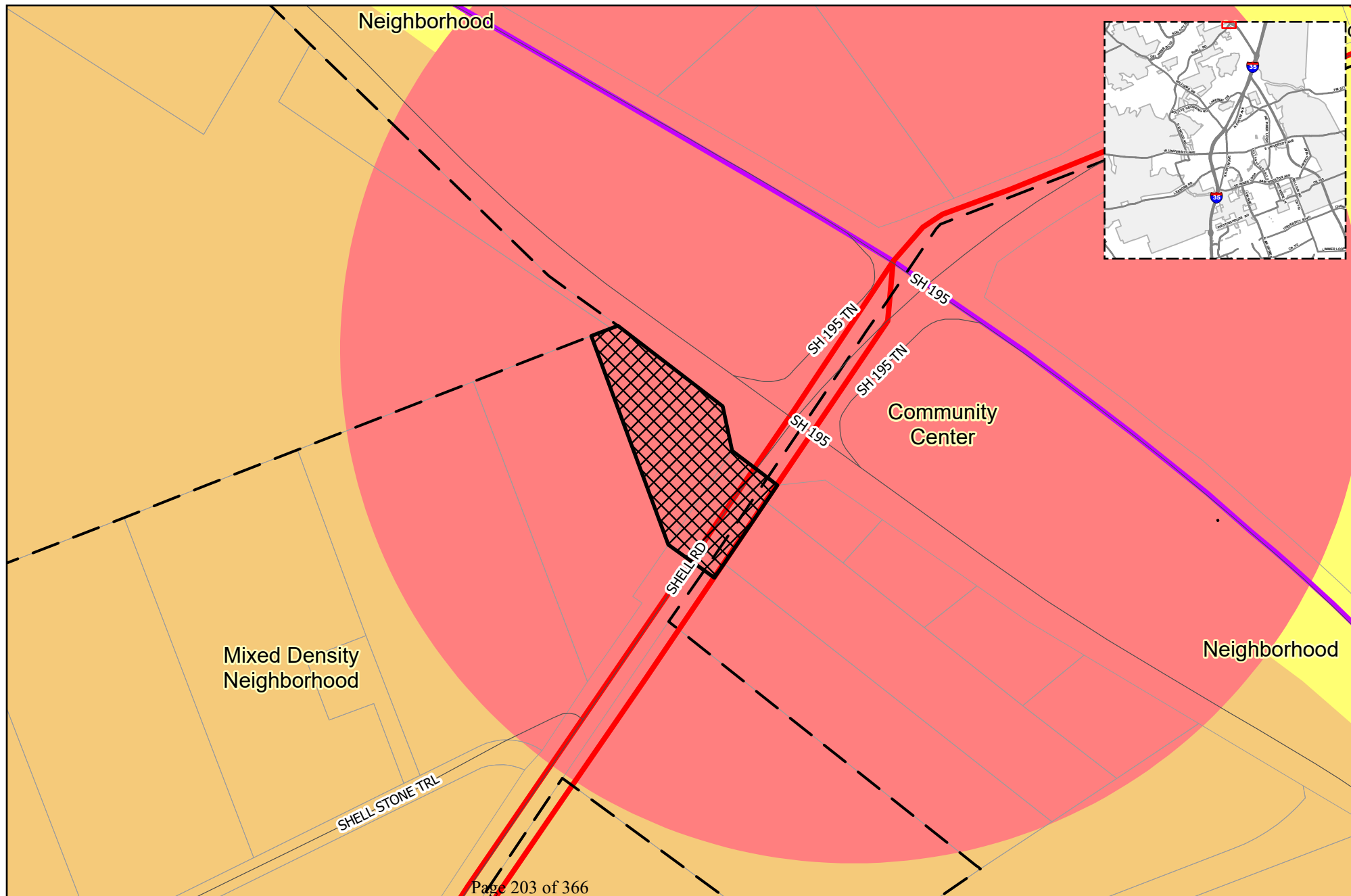
2020-3-ANX

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



0 250 500 Feet

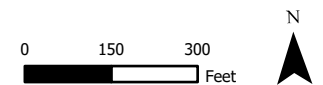


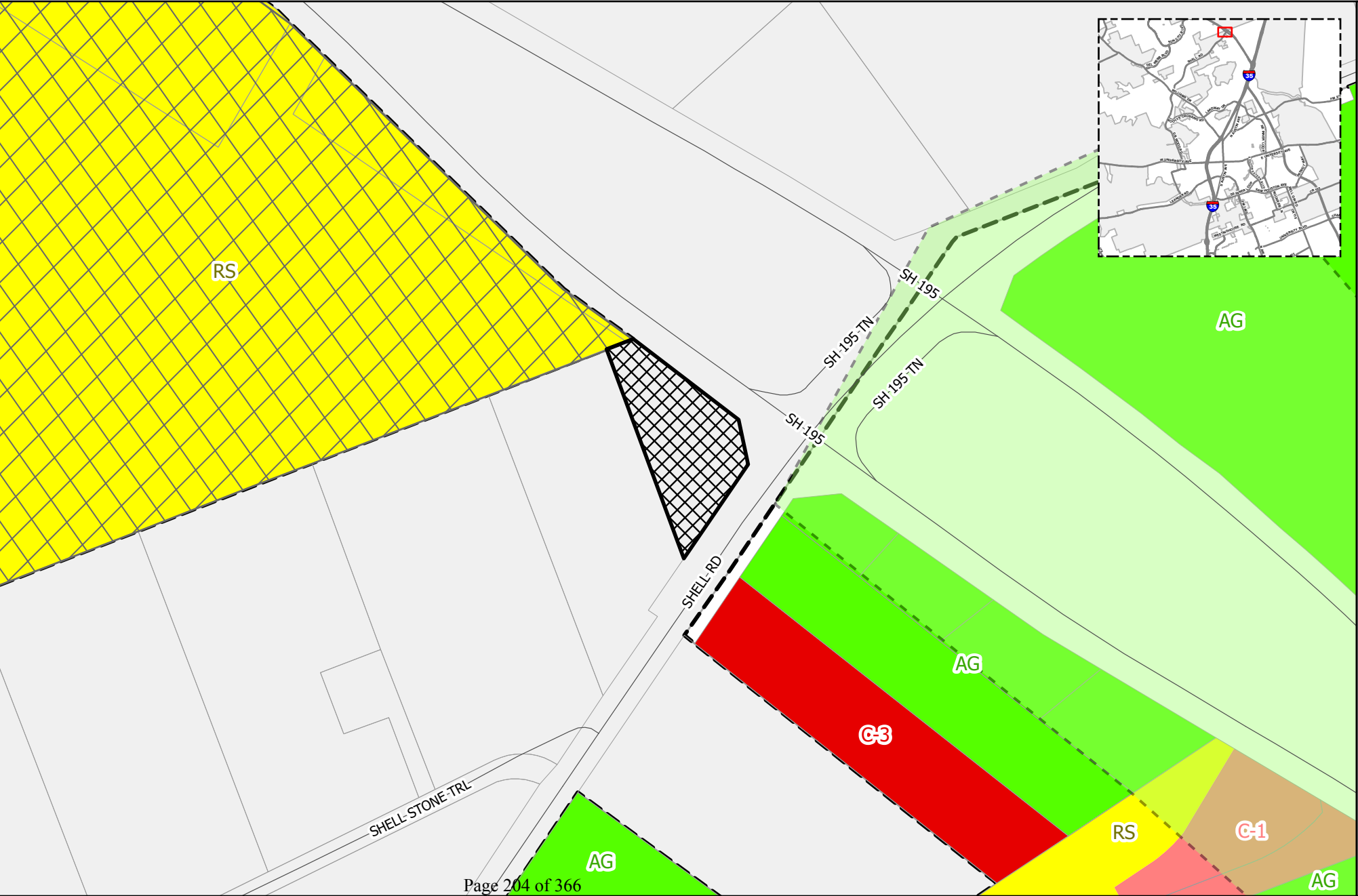
FUTURE LAND USE/ OVERALL TRANSPORTATION PLAN

2020-3-ANX

Exhibit #2

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



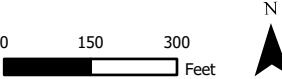


ZONING
2020-3-ANX

Exhibit #3

- Site
- PUD
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- SPO Overlay
- Gateway Overlay
- Parcels

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



General Commercial (C-3) District

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



AUSTIN DIVISION
2007 Sam Bass Rd
Suite 100
Round Rock, TX 78681
(704) 604-3475

David Meyer, Jr.
Real Estate Project Manager

April 6th, 2020

The City of Georgetown

406 W 8th St

Georgetown, TX 78626

RE: Voluntary Annexation

Dear Planning Staff,

QuikTrip Corporation respectfully requests the City of Georgetown to accept the Voluntary Annexation of a 2.213-acre tract of land, out of the W. Roberts Survey No. 4, Abstract 524 from the Georgetown Extra-Territorial Jurisdiction into the City Limits of Georgetown, on behalf of the property owner. The requested annexation will help to promote the health, safety and general welfare of the City and the safe, orderly, and healthful development of the City.


Additionally, QuikTrip requests the City to accept the annexation of the property into the City Limits as zoning: General Commercial (C-3). The location of the property meets the intent of the definition of General Commercial (C-3), as defined in the Unified Development Code 4.04.020 (C), by being located along a major freeway (Hwy 195) and a major arterial (Shell Rd). The requested zoning is compatible with present zonings and uses of nearby properties; adjacent southern property is an operating commercial development and the eastern adjacent property is zoned General Commercial (C-3). The subject property is suitable for the uses permittable by General Commercial (C-3) and is contiguous to current Georgetown City Limits. Furthermore, the requested zoning meets the intent of the newly adopted 2030 Comprehensive Plan, in which the property is now designated as a Community Center (CC).

The aforementioned property is currently vacant land, therefore, no residents nor qualified voters inhabit the property.

QuikTrip reserves the right to pull this annexation application from consideration at any time during the proceedings.

With this signed petition for voluntary annexation, the landowner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

Respectfully,

David Meyer, Jr.
Real Estate Project Manager- QuikTrip Corp.
 **A Fortune 100** *"Best Companies to Work For"*
2007 Sam Bass Rd
Suite 100
Round Rock, TX 78681
(704) 604-3475 - Direct Line
dmeyerjr@quiktrip.com – Email

An Ordinance of the City Council of the City of Georgetown, Texas, providing for the extension of certain boundary limits of the City of Georgetown, Texas, and the annexation and initial zoning designation of General Commercial (C-3) for certain territory consisting of 2.213-acres, more or less, in the W. Roberts Survey No. 4, Abstract 524, and a 0.939-acre portion of Shell Road, a right-of-way of varying width described to the Williams County, Texas, as described herein; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, the owners of the area proposed for annexation requested annexation of the area by the City of Georgetown ("City"), pursuant to Local Government Code Section 43.0671; and

Whereas, all of the herein-described property lies within the extraterritorial jurisdiction of the City of Georgetown, Texas; and

Whereas, the Georgetown City Council approved a Municipal Services Agreement for the subject property on May 26, 2002; and

Whereas, the Section 4.03.010 of the City's Unified Development Code ("UDC") creates procedures for initial zoning of newly annexed territory; and

Whereas, all prerequisites of state law and the City Charter have been complied with;

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

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

Section 2. The City Council of the City of Georgetown hereby annexes into the city limits a 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, being a portion of the Shell Road right-of-way, as shown in "Exhibit A" and as described in "Exhibit B" of this ordinance (the "Property"). The Property is hereby included in City Council District 4, as it is adjacent to Council District 4 and no other City Council Districts. The City's official boundary map and City Council Districts map shall be amended accordingly.

Section 3. In accordance with the procedures for initial zoning of newly annexed territory described in Section 4.03.010 of the UDC, and for the reasons set forth by City Staff, the City Council hereby finds that a zoning classification of General Commercial (C-3) is appropriate for

the Property and consistent with the City's Comprehensive Plan, and upon annexation the Property shall have a zoning of General Commercial (C-3). The City's Official Zoning Map shall be amended accordingly.

Section 4. Upon annexation of the Property, the City shall provide to the Property the municipal services set forth in the Municipal Services Agreement attached to this ordinance as Exhibit "C" and by this reference incorporated within it (the "Agreement"), pursuant to the schedule set forth therein. The City shall have no obligation to provide services to the Property not listed in the Agreement.

Section 5. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 6. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective and be in full force and effect in accordance with the City Charter.

Passed and Approved on First Reading on the 28rd day of July 2020.

Passed and Approved on Second Reading on the 11th day of August 2020.

The City of Georgetown:

Attest:

Dale Ross
Mayor

Robyn Densmore, TRMC
City Secretary

Approved as to form:

Skye Masson
City Attorney

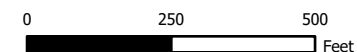


LOCATION

2020-3-ANX

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



NO. 1

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.

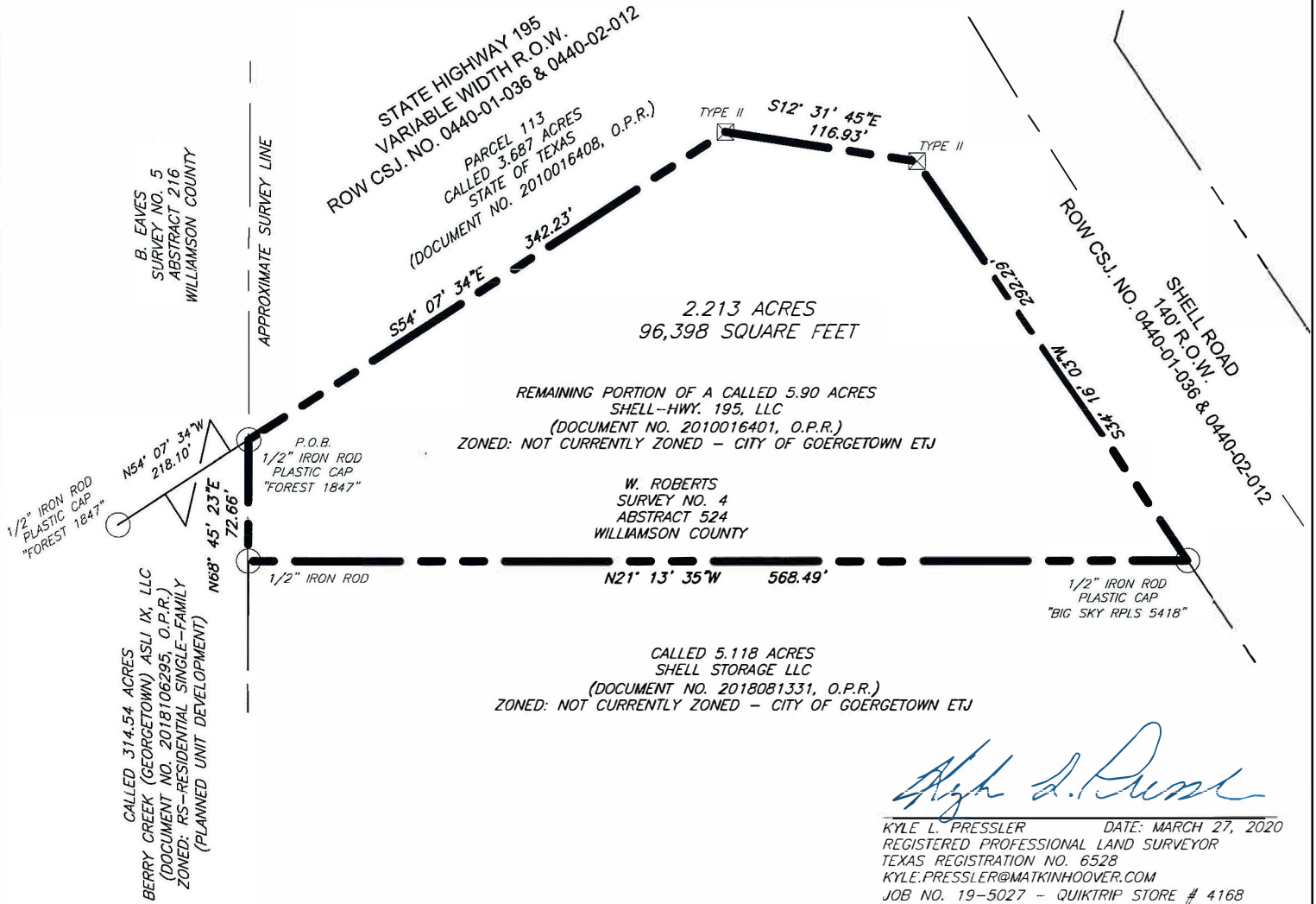
"THIS DOCUMENT WAS PREPARED UNDER 22 TAC§ 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."

Exhibit B



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 211 of 366



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

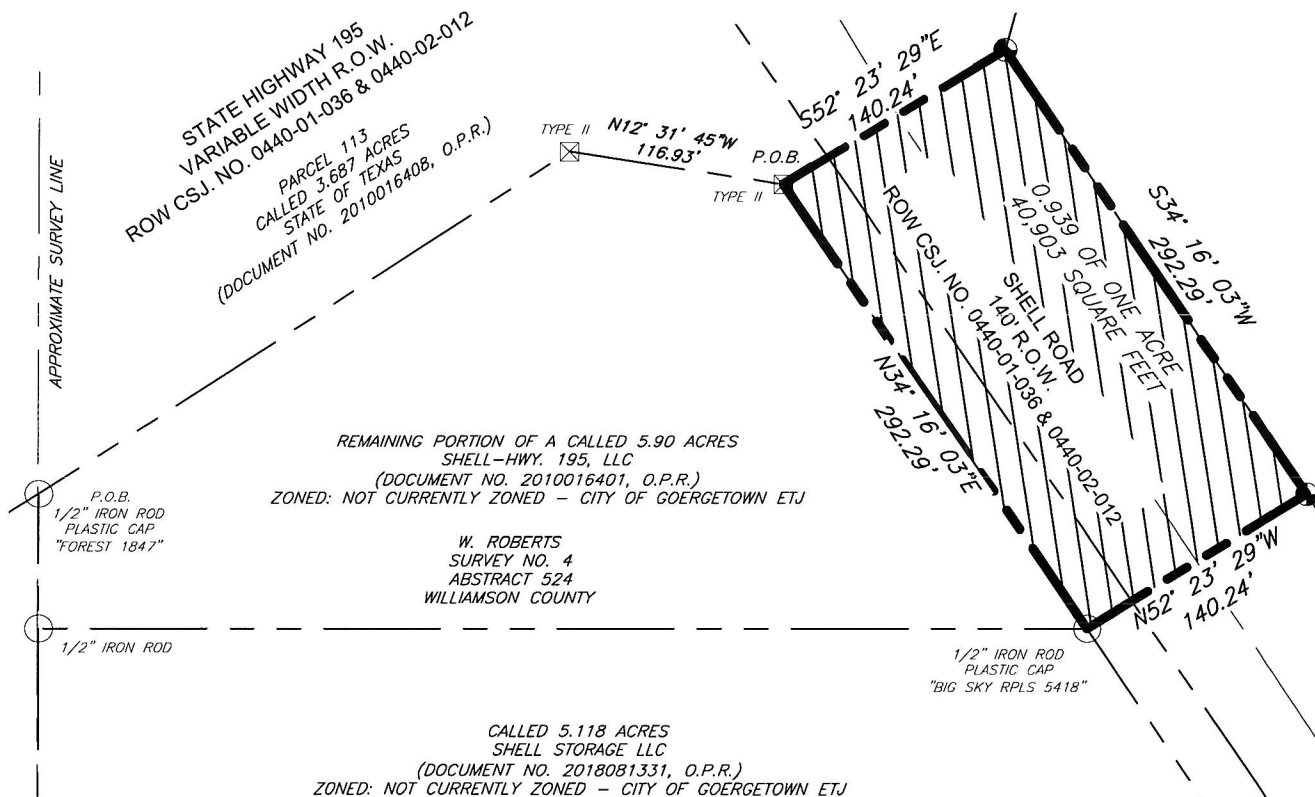
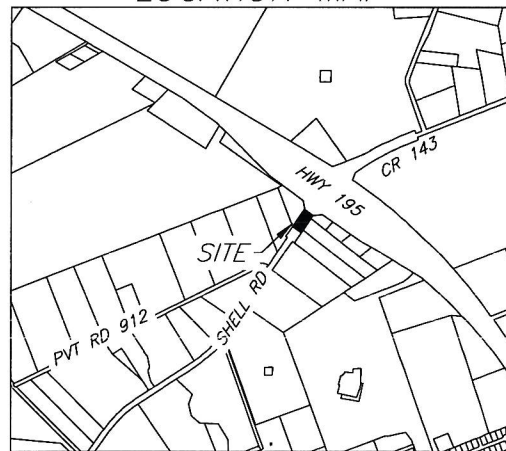
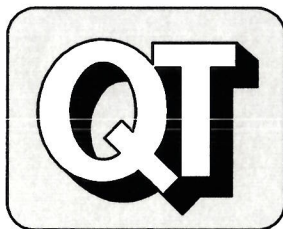


EXHIBIT OF:

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@MATKINHOOPER.COM
JOB NO. 19-5027 - QUIKTRIP STORE # 4168
8 SPENCER ROAD, SUITE 300, BOERNE TEXAS, 78006



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QuikTrip No. 4168 "SHELL RD ANNEXATION" DEPICTION

SHEET 1 OF 1



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

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF GEORGETOWN, TEXAS
AND Shell HWY 195,LLC

This Municipal Services Agreement ("Agreement") is entered into on the 26th day of May, 2020 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.

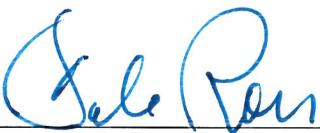
- d. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - e. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also 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

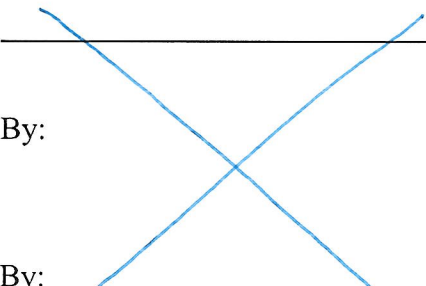
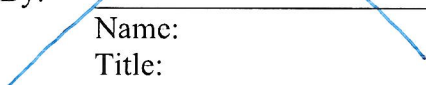
or immunities.

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: 
Dale Ross
Mayor

By: 
By: 
Name: _____
Title: _____ MP

Approved as to Form:

A handwritten signature in blue ink, appearing to read 'Charlie McNabb', written over a horizontal line.

Charlie McNabb
City Attorney

Attest:

A handwritten signature in blue ink, appearing to read 'Robyn Densmore', written over a horizontal line.

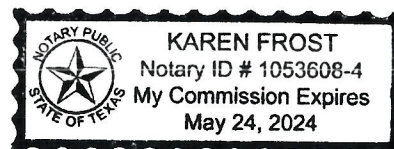
Robyn Densmore, TRMC
City Secretary

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 1st day of June, 2020, by Dale Ross, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

By: Karen Frost

Notary Public, State of Texas



~~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~~

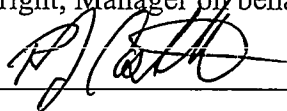
MP

SHELL HWY 195, LLC

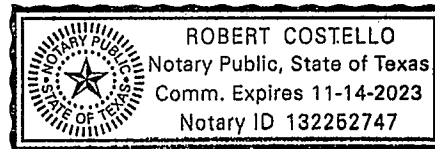
By: 
Michael Wright
Manager

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.

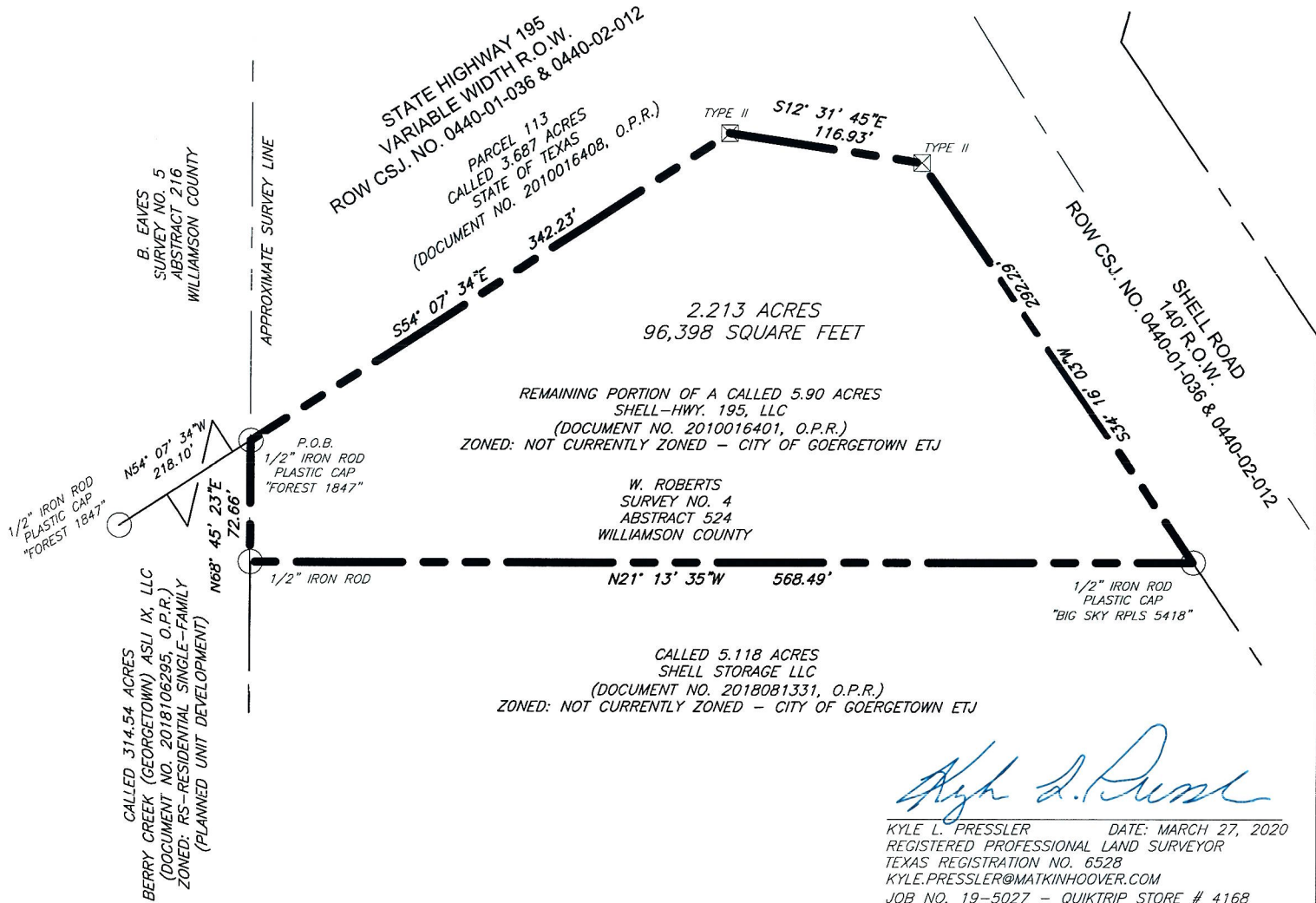
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Exhibit A



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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QuikTrip No. 4168 "ANNEXATION" DEPICTION

SHEET 1 OF 1

Page 223 of 366



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

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SURVEY LEGEND

- FOUND 1/2" IRON ROD
- POINT
- ⊠ TxDOT MONUMENT AS NOTED
- P.O.B. POINT OF BEGINNING

SCALE: 1" = 100'

LOCATION MAP

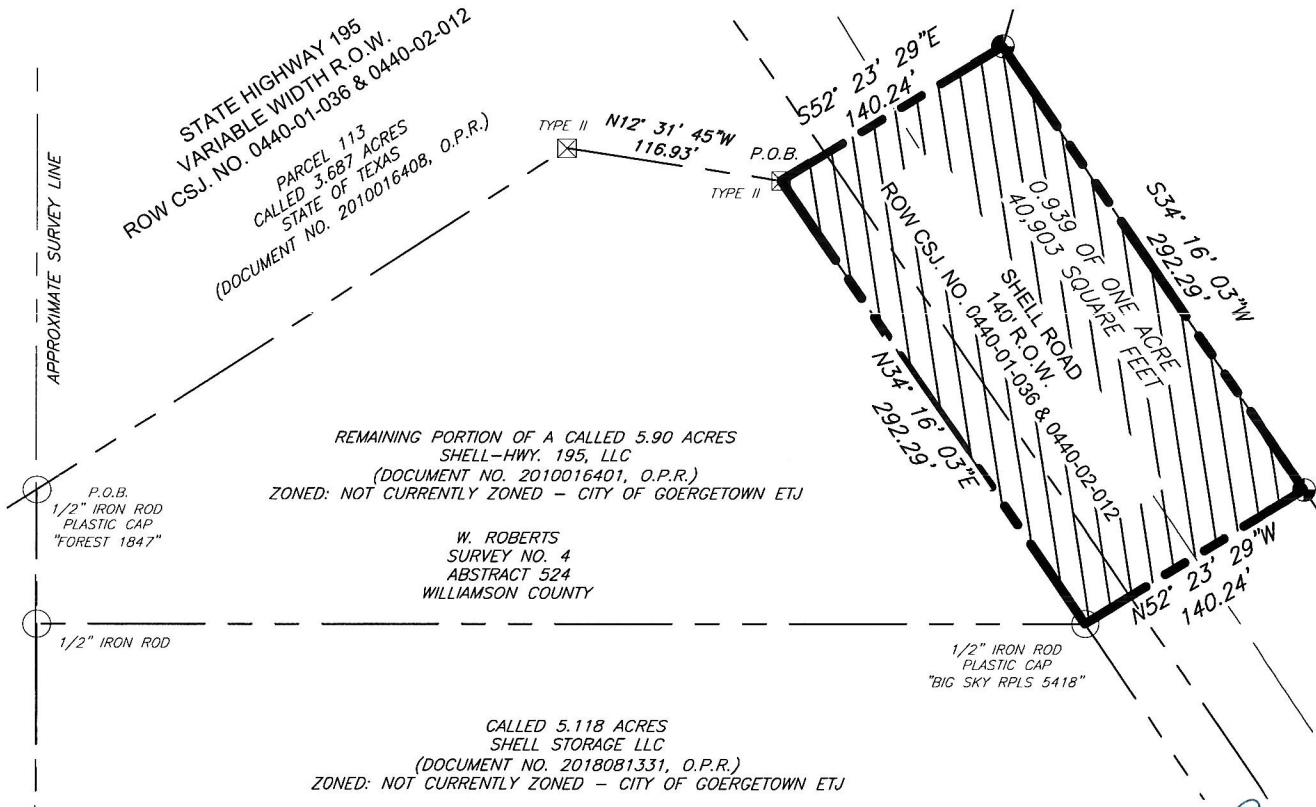
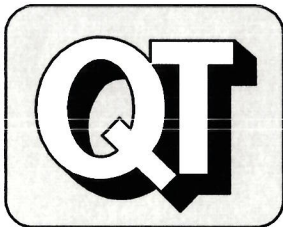


EXHIBIT OF:

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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QuikTrip No. 4168 "SHELL RD ANNEXATION" DEPICTION

SHEET 1 OF 1



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
July 28, 2020

Item Under Consideration

2020-3-ANX –

Public Hearing and First Reading of an Ordinance on a request for a the voluntary annexation of an approximate 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, being over and across a portion of Shell Road, a right-of-way of varying width described to Williamson County, Texas, with the initial zoning designation of General Commercial (C-3) upon annexation, for the property generally located southwest of the intersection of Shell Road and State Highway 195

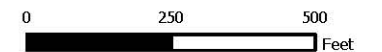


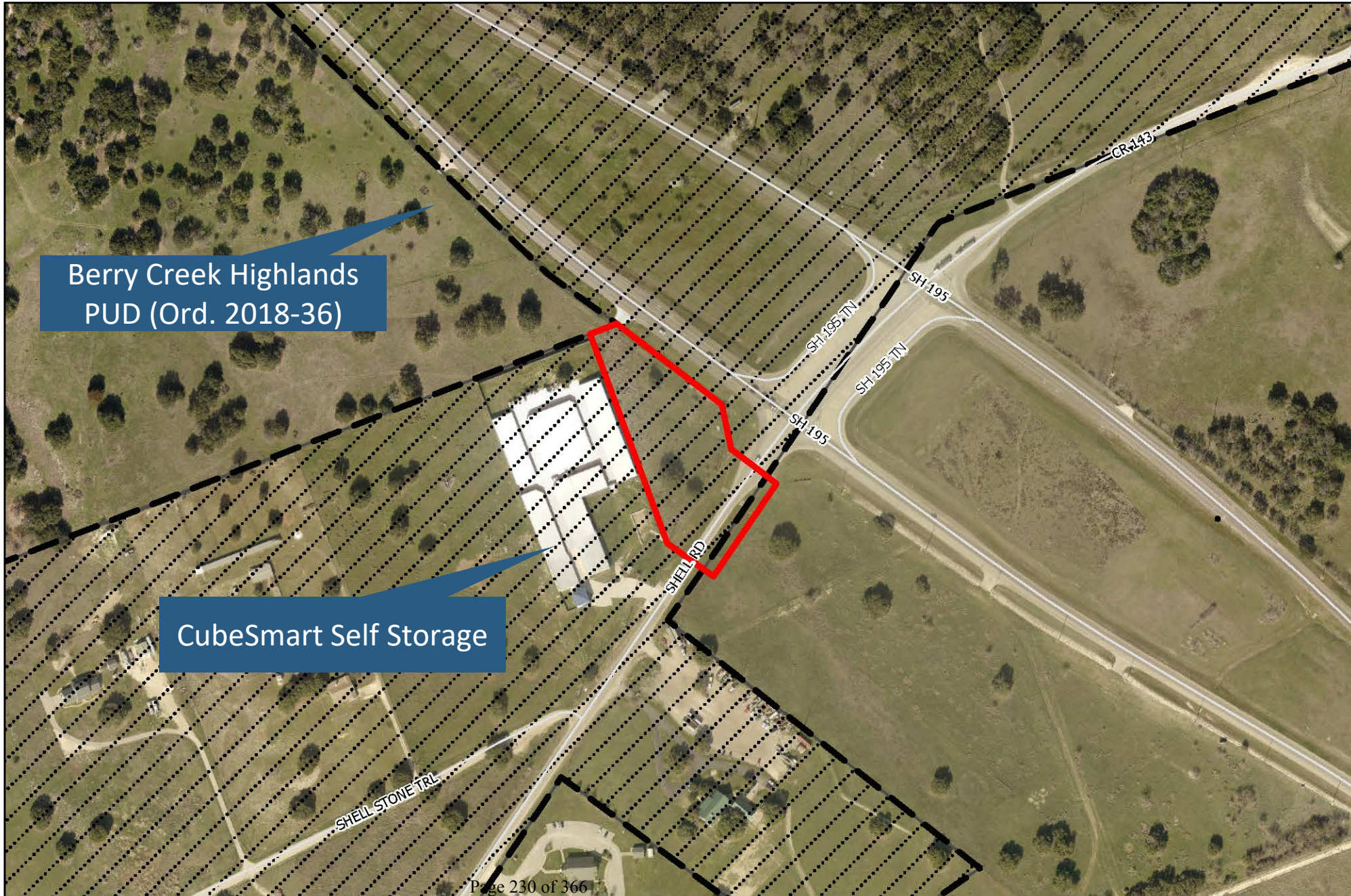
LOCATION

2020-3-ANX

Exhibit #1

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ





Berry Creek Highlands
PUD (Ord. 2018-36)

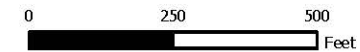
CubeSmart Self Storage



AERIAL

2020-3-ANX

-  Site
-  City Limits
-  Georgetown ETJ



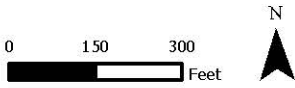


ZONING

2020-3-ANX

Exhibit #3

- Site
 - PUD
 - Courthouse View Overlay
 - Old Town Overlay
 - Historic Overlay
 - Downtown Overlay
 - SPO Overlay
 - Gateway Overlay
 - Parcels
- 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



Community Center (CC)

- Commercial areas serving more than one residential neighborhood
- Typically configured as “nodes” at varying scales
- Along or at intersections of collector and arterial roadways
- May include neighborhood-serving and larger retail commercial uses

Examples:

- *Retail, office, service-oriented business uses*
- *Restaurants, specialty retail, smaller shopping centers*

DUA: 14 or more

Target Ratio: 80% nonresidential, 20% residential

Primary Use: Small to mid-size retailers

Secondary Uses: Medium and high density residential, local restaurants, specialty retailers, professional office, and civic uses

General Commercial (C-3)

- Commercial and retail serving entire community
- May be large in scale and generate substantial traffic
- Appropriate along Arterials and Freeways

Dimensional Standards

- Max building height = 60'
- Front setback = 25'
- Side setback = 10'
- Rear setback = 10'
- Side setback to residential = 15'
- Rear setback to residential = 25'
- 15' bufferyard adjacent to RS

General Commercial (C-3)

Permitted by Right

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

Permitted with Limitations

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

Permitted with a SUP

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

Approval Criteria – UDC Section 3.06.030

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

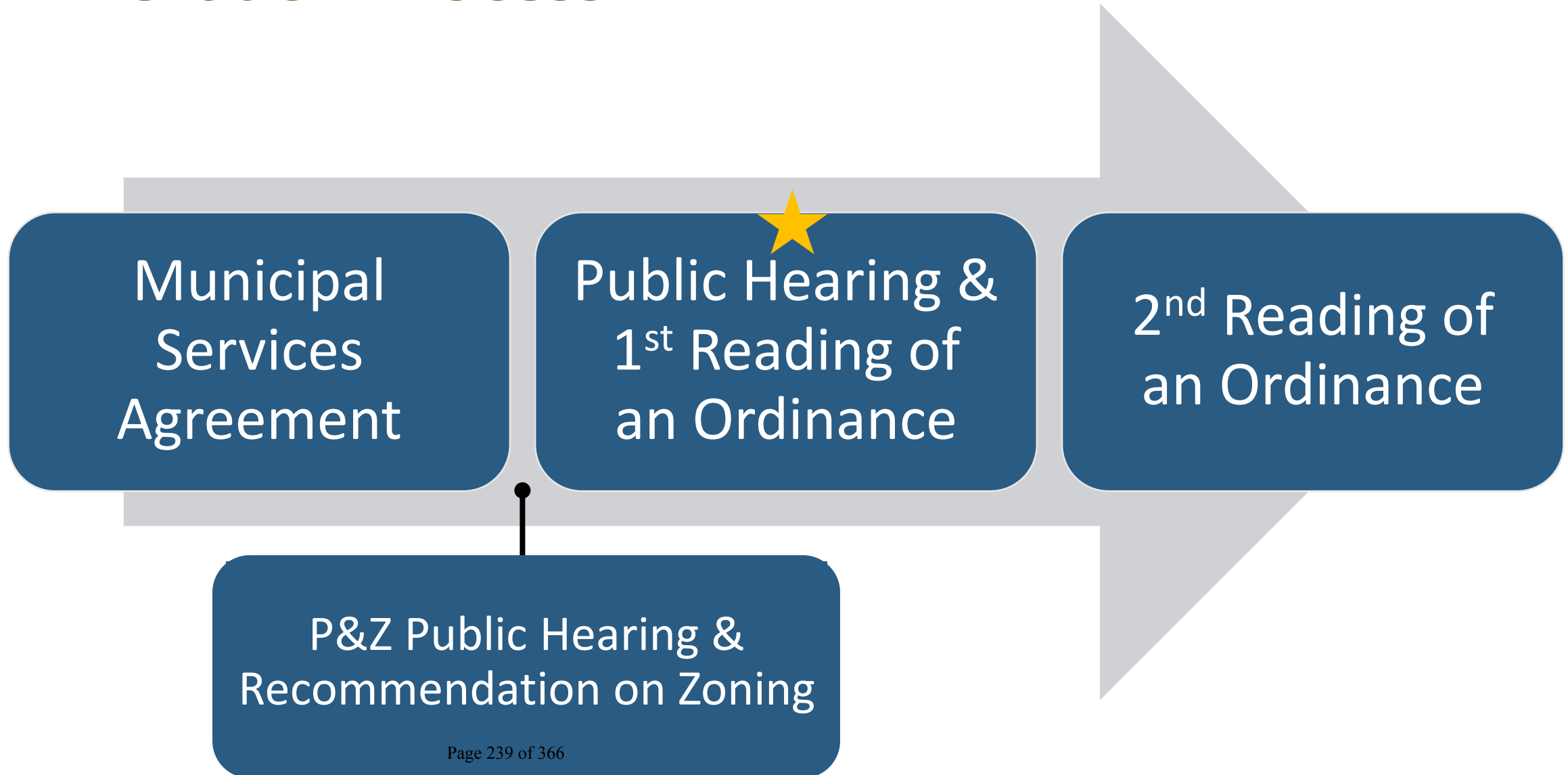
Approval Criteria – UDC Section 3.06.030

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

Planning and Zoning Commission

- At their June 2, 2020 meeting, the Planning and Zoning Commission voted unanimously (7-0) in favor of zoning the property General Commercial (C-3) upon annexation.

Annexation Process



First Reading of an Ordinance

- An Ordinance of the City Council of the City of Georgetown, Texas, providing for the extension of certain boundary limits of the City of Georgetown, Texas, and the annexation and initial zoning designation of General Commercial (C-3) for certain territory consisting of 2.213-acres, more or less, in the W. Roberts Survey No. 4, Abstract 524, and a 0.939-acre portion of Shell Road, a right-of-way of varying width described to the Williams County, Texas, as described herein; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

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

SUBJECT:

Public Hearing and First Reading of an Ordinance on a request for a **Zoning Map Amendment** to **rezone** Lots 1 & 2, Saavedra Subdivision (**0.459 acres**), **from the Residential Single-Family (RS) zoning district to the Townhouse (TH) zoning district**, for the property generally located at **1604 Forest Street** -- Andreina Dávila-Quintero, AICP, Current Planning Manager

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is seeking to redevelop the subject property, currently developed with single-family homes, with a group of townhomes.

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 the criteria established in UDC Section 3.06 for a Zoning Map Amendment, as outlined in the attached Staff Report.

Public Comments:

As required by the Unified Development Code (UDC), all property owners within 300 feet of the subject property were notified of the request (39 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (May 31, 2020) and signs were posted on-site. As of the publication date of this report, staff has received two (2) written comments in favor and thirteen (13) in opposition of the request.

Planning and Zoning Commission Recommendation:

At their June 16, 2020 meeting, the Planning and Zoning Commission recommended disapproval (5-1) of the request.

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:

Ethan Harwell, Senior Planner

ATTACHMENTS:

2020-7-REZ - Staff Report

Exhibit 1 – Location Map

Exhibit 2 – Future Land Use Map

Exhibit 3 – Zoning Map

Exhibit 4 – Design and development standards of the Townhouse (TH) District

Exhibit 5 – Letter of Intent

Exhibit 6 - Public Comments

Ordinance with Exhibits

Presentation

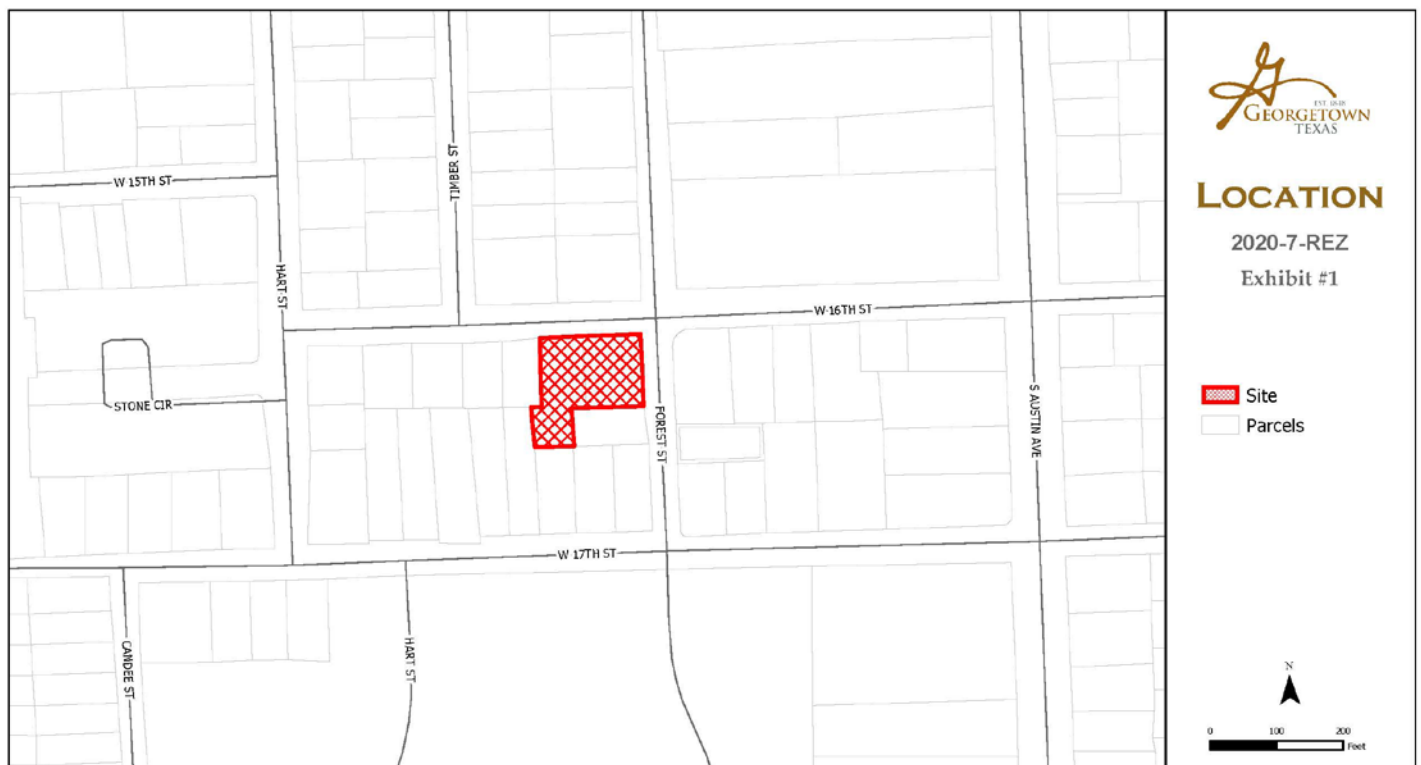


Planning and Zoning Commission Planning Department Staff Report

Report Date: June 12, 2020
Case No: 2020-7-REZ
Project Planner: Ethan Harwell, Senior Planner

Item Details

Project Name: 16th & Forest Townhomes
Project Location: Generally located at 1604 Forest Street, within City Council district No. 1.
Total Acreage: 0.46 acres
Legal Description: Lots 1 & 2, Saavedra Subdivision
Applicant: Coregon Building Company, c/o Grayson Smith
Property Owner: Georgetown Moderns Limited, c/o Landon Smith
Request: Zoning Map Amendment to rezone the subject property from **Residential Single-Family (RS)** to **Townhome (TH)**.
Case History: This is the first public hearing of this request.



Planning Department Staff Report

Overview of Applicant's Request

The applicant is requesting to rezone the subject property to permit the subdivision of the property and construction of townhomes.

Site Information

Location:

The subject property is located on the southwest corner of 16th Street and Forest Street. Currently, the subject property is developed as two single-family lots with two single-family homes.

Physical and Natural Features:

The subject property is flat and contains no significant natural features. Several mature trees of unknown species and size are located on the property, primarily around the boundaries of the current single-family lots.

Two single-family homes exist on the subject property. They have estimated construction dates of 1900 and 1940, and are listed on the Historic Resources Survey as low-priority structures.

Future Land Use and Zoning Designations:

The subject property has Future Land Use designation of Mixed Density Neighborhood and is currently zoned Residential Single-Family (RS).

Surrounding Properties:

The subject property is located on the edge of a single-family neighborhood, just outside of the City's Old Town Overlay district. While the neighborhood where the subject property is located is predominately single-family residential, the areas surrounding the neighborhood are diverse in use. A variety of multi-family housing types, churches, and parks surround the subject property's neighborhood. This ring of uses around the neighborhood provides for a well moderated transition of land uses away from the commercial centers developed along Leander Road between IH-35 and Austin Avenue. Infill development is a common occurrence in this neighborhood. New infill development has been on previously undeveloped properties, as well as property that required the demolition of existing structures.

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	Residential Single-Family (RS)	Mixed Density Neighborhood (MDN)	Single-Family Home
Northeast	RS	MDN	Old Town Park
East	RS	MDN	Single-Family Home
South	RS	MDN	Single-Family Home
West	RS	MDN	Single-Family Home



Property History:

The subject property was reorganized into its current configuration when it was platted in 1997. The existing homes on the property are listed as low-priority historic resources and have estimated construction dates of 1900 and 1940.

Comprehensive Plan Guidance

Future Land Use Map:

The areas designated as *Mixed Density Neighborhood* are meant a to provide more of a variety of housing types within a traditional neighborhood. Housing types such as duplex, townhomes, or even a moderate density multi-family use may be appropriate within these neighborhoods if they are compatible the primary use of single-family homes. Compatibility between the multiple housing types may be achieved with development standards such as lot size, setbacks, and building design. Use of these housing types as transitional uses with adjacent commercial and high density multi-family uses is encouraged. Neighborhoods in the Mixed Density Neighborhood Designation should have strong pedestrian connections to neighborhood serving commercial uses to encourage walkable neighborhoods.

Mixed Density Neighborhood (MDN)

DUA: 5.1-14.0

Target Ratio: 80% residential, 20% nonresidential

Primary Use: Variety of single-family home types (detached, duplex, townhome)

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

Utilities

The subject property is located within the City's service area for water, wastewater, and electric. It is anticipated that there is adequate capacity to serve the subject property at this time. A Utility Evaluation

Planning Department Staff Report

may be required at time of Subdivision Plat to determine capacity and any necessary utility improvements.

Transportation

The subject property has frontage on West 16th Street and Forest Street, both of which are classified as a local street. The 16th Street frontage is improved with a ribbon curb, while the Forest Street side has a vertical curb. It is also important to note that the subject property is located just one block north of West 17th Street, a major collector, three blocks east of Scenic Drive, a major collector, and one block west of S. Austin Avenue, a major collector roadway. These major collector roadways provide convenient access into and through the neighborhood, and Austin Avenue serves as a major north-south connector through the east side of the City.

There are no sidewalks on the subject property, but they would be required with any new development. There are, however, sidewalks leading from the subject property down to two GoGeo bus stops. The stops, 480 feet and 1,500 feet away on 17th Street, are served by the GoGeo Purple Line. The stop farthest away is located in Kelly Park.

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 Townhouse District (TH) is intended for townhouse and attached single-family development. The TH District is appropriate for infill development, as well as a transition from residential areas to non-residential areas. This District is also appropriate in areas designated on the Future Land Use Plan as one of the Mixed Use Land Use categories. In the TH District, townhomes shall be located on individual lots.

Permitted land uses within the district include attached single-family, townhouse (on individual lots) and group homes with 6 or less residents. Elementary schools, family home daycare, neighborhood public park, and seasonal product sales, among other, are permitted subject to specific design limitations to ensure compatibility with the surrounding properties. Other uses such as hospice facility group daycare, bed and breakfast and other similar uses may be permitted subject to approval of a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of TH district permitted uses and development standards.

Intergovernmental and Interdepartmental Review

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

Approval Criteria

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

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>Several of the policies outlined in the Land Use Element of the 2030 Plan encourage redevelopment or densification of uses in certain areas. Policy LU.2 is to promote more compact and higher density development in key infill locations. The policy is meant to encourage appropriate alternatives to traditional single-family homes close to amenities such as parks and transportation networks. Policy LU.2 also complements Policies LU.3 and LU.4, which encourage redevelopment in neighborhoods along S. Austin Avenue and the development of complete neighborhoods – both of which include the inclusion of missing housing types on complementary commercial uses.</p> <p>These land use policies informed the development of the Mixed Density Neighborhood Future Land Use (FLU) category. This FLU category is meant to incorporate alternative housing types (like duplexes, quadplexes, or townhomes) into traditional single-family neighborhoods. The subject property fits the recommendation of the 2030 Plan to place these uses at key locations along collector roads, away from the center of the neighborhood, and near community facilities such as parks or neighborhood schools.</p> <p>The subject property is located on the edge of the neighborhood, close to the surrounding multi-family housing developments that form part of the land use transitions from the commercial areas around Austin Avenue and Leander Road. These multi-family uses take on a variety of forms such as duplex, apartment, or even senior living facility. The form and use of a townhome product would complement these slightly more intense land uses that surround the neighborhood and help to solidify the transition from multi-family development to single-family homes.</p> <p>It can be generally expected that the subject property could accommodate six townhomes based on the size and shape of the subject property and the dimensional standards of the Townhome district. Development of six townhomes on the subject property would result in a density of 13.04 dwelling units per acre – right in the target density for the Mixed Density Neighborhood FLU designation.</p> <p>The subject property has many benefits that can accommodate an increased level of development on the property. Located on the same block as the subject property is a GoGeo bus stop and directly across the street is the Old Town Park. The subject property is also located just one block off of Austin Avenue and West 17th Street and several blocks away from Railroad Avenue and Scenic Drive - roadways identified on the Overall Transportation Plan to carry traffic through the neighborhood and across the city.</p>	
3. The zoning change promotes the health, safety or general welfare of the	Complies

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA

City and the safe orderly, and healthful development of the City.

This request promotes the safe and orderly development of the City by placing a more dense, residential use at an appropriate location. The subject property is close to a public park and is located along the edge of the neighborhood where it poses little interference with other properties. Other uses within the vicinity include civic and multi-family uses, providing for a good mix and transition of uses within the neighborhood.

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

Complies

Currently, the subject property is zoned Residential Single-Family (RS), which allows for a single-family, detached product and a single-family, attached product (maximum of 2 attached units). The requested Townhouse (TH) zoning is very similar to the RS zoning district in that it also provides for different configurations of a single-family product. In the TH district, a single-family, attached product (maximum 2 units) is permitted and a Townhouse product is permitted (3-6 attached units). In each situation, each unit is located on its own lot.

Residential Product	RS	TH
Single-Family, Attached	X	X
Single-Family, Detached	X	-
Townhouse	-	X

The dimensional standards of the TH and RS districts are also very similar, and in the case of a rear and side setback, it is actually greater. The TH district requires that a certain amount of open space be included with each unit, a landscape buffer be provided between the TH and RS districts, and that each unit meet certain building design standards to ensure that the facades are broken up in an appealing manner.

Dimensional Standards	RS	TH
Lot Size	5,500 sq. ft.	2,000 sq. ft.
Units Per Row – maximum	1-2	6'
Building Height	35'	35'
Lot Width	45'	22'
Corner Lot Width	55'	32'
Front Setback	20'	15'
Front Garage Setback	25'	25'
Side Setback (non-shared wall)	6'	10'
Rear Setback	10'	15'
Side or Rear Street Setback	15'	15'
Unloaded Street Setback	20'	20'

While the overall dimensions and area of a Townhome lot are smaller than those of a Residential Single-Family Lot, the final built product in the townhome district would result in a structure similar

Planning Department Staff Report

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA

in size and scale to that of a traditional single-family home.

The Townhome district also includes design standards specific to Townhome development. These design standards ensure that the front façade is articulated to reduce the expanse of the façade, that at least 150 square feet of open space be provided on each lot, and that a 10 foot wide landscape buffer be installed along property lines with traditional single-family homes.

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

The subject property is suitable for development in the Townhome district. Mainly, redevelopment of this property as townhomes would require the resubdivision of the property. The dimensions of the subject would allow for the further subdivision in accordance with the minimum lot widths and areas of the Townhome district.

In general, the subject property is suitable for the Townhome zoning district. The location on the edge of the neighborhood proximity to major thoroughfares, parks, and transit makes this an ideal location for the Townhome district. Furthermore, the rezoning of the subject property to the Townhome district would recognize the pattern of land use transitions already in place around the subject property's neighborhood.

Meetings Schedule

June 16, 2020 – Planning and Zoning Commission

July 28, 2020 – City Council First Reading of the Ordinance

August 11, 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 (39 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (May 31, 2020) and signs were posted on-site. To date, staff has received three written comments in favor, and 14 letters in opposition to the request (Exhibit 6).

Attachments

Exhibit 1 – Location Map

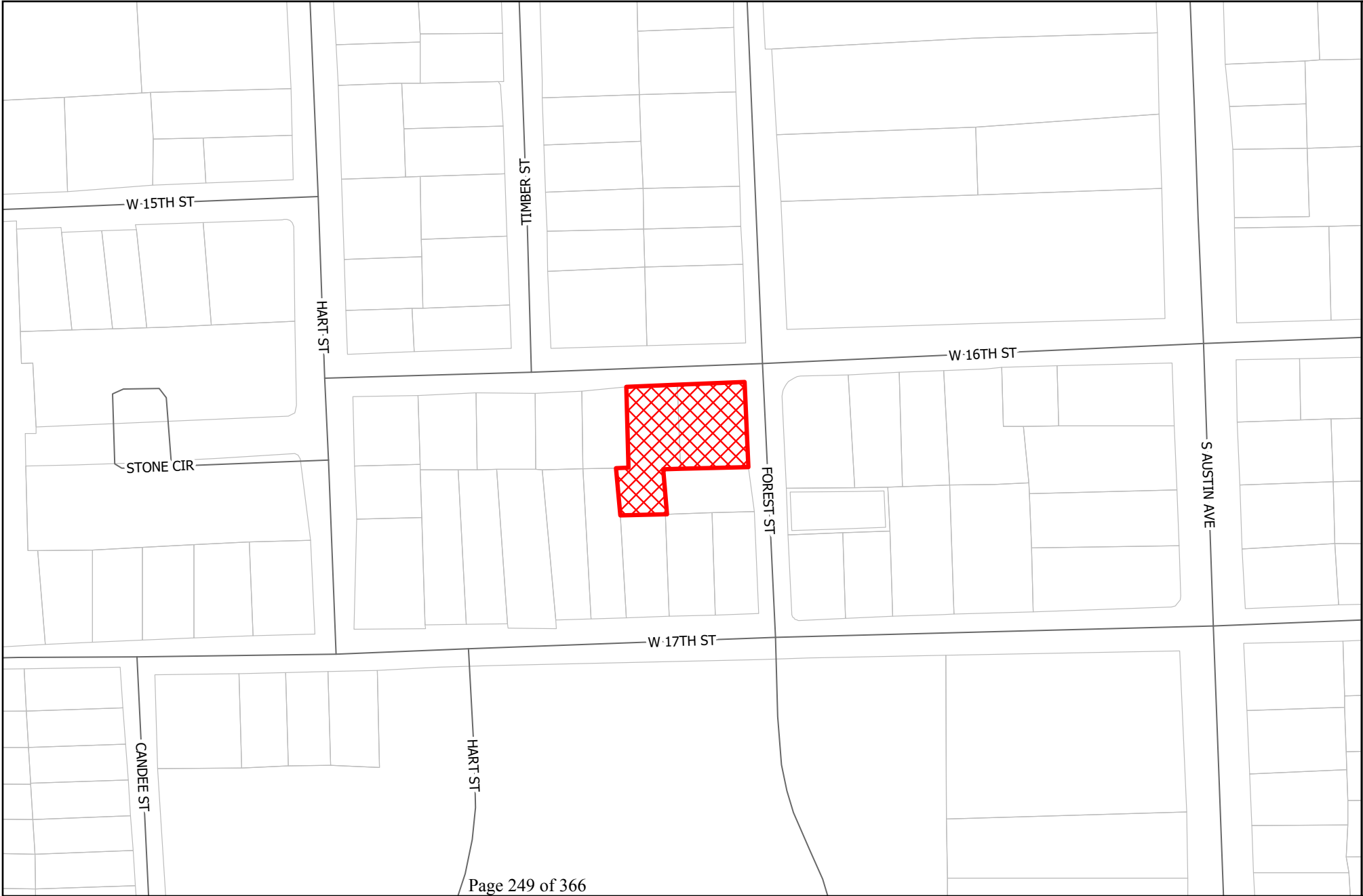
Exhibit 2 – Future Land Use Map

Exhibit 3 – Zoning Map

Exhibit 4 – Design and development standards of the Townhome (TH) District.

Exhibit 5 – Letter of Intent

Exhibit 6 – Public Comments (17)



LOCATION

2020-7-REZ

Exhibit #1

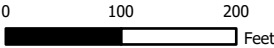


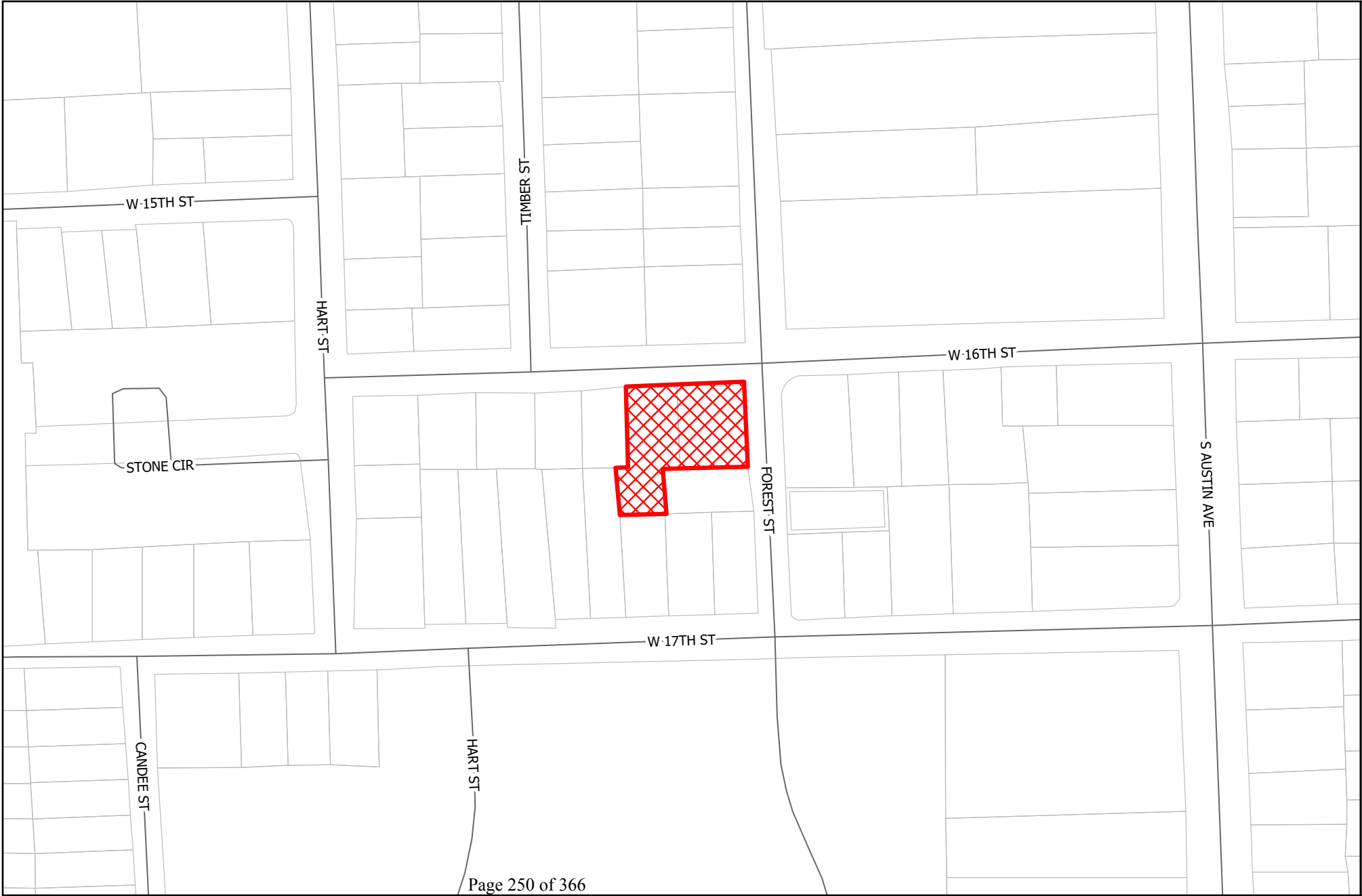
Site



Parcels

N



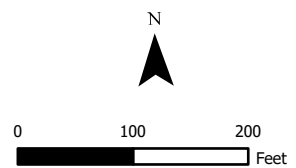


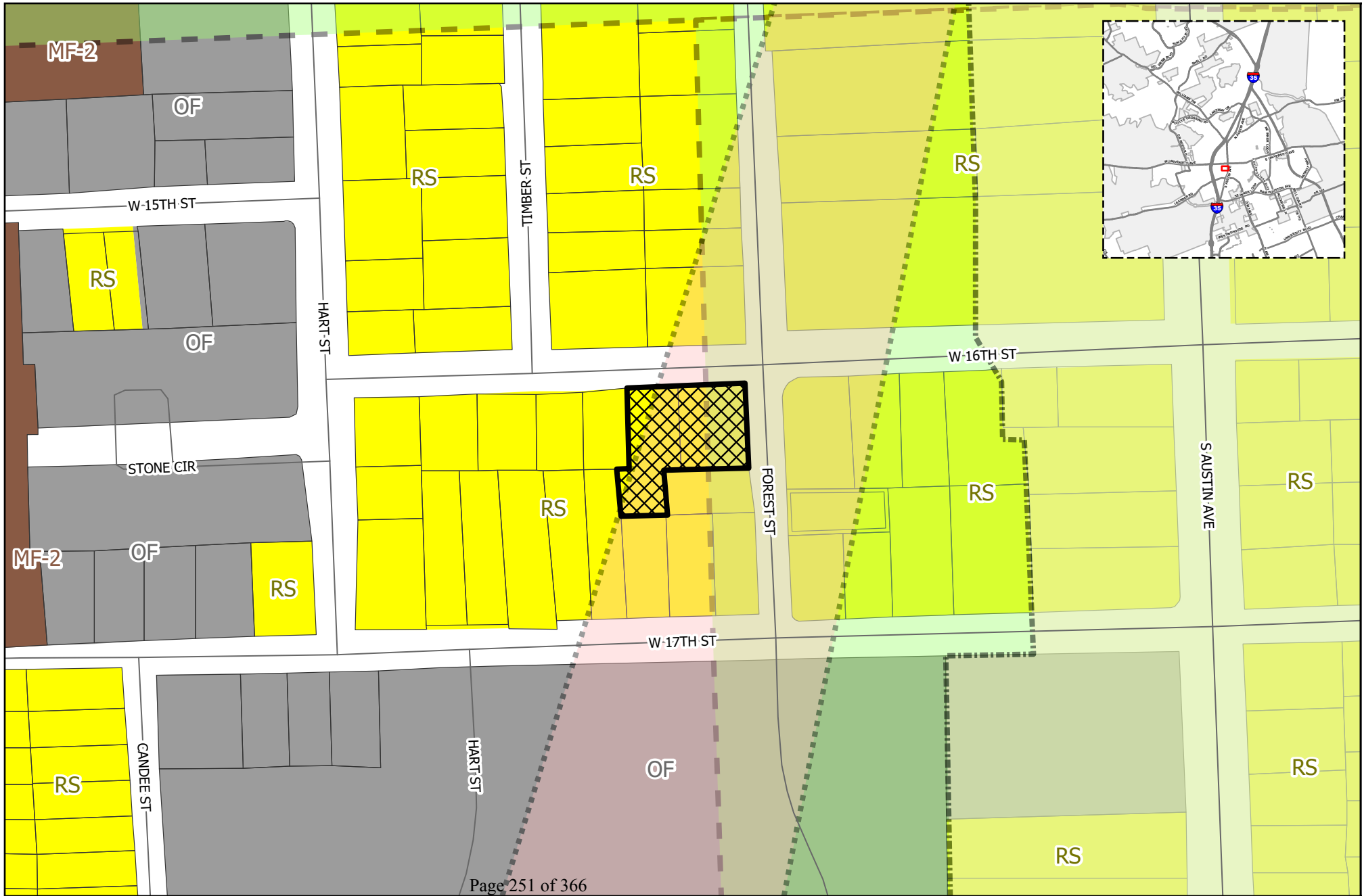
LOCATION

2020-7-REZ

Exhibit #1

-  Site
-  Parcels



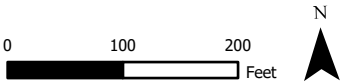


ZONING

2020-7-REZ

Exhibit #3

- Site
 - PUD
 - City Limits
 - Courthouse View Overlay
 - Old Town Overlay
 - Historic Overlay
 - Downtown Overlay
 - SPO Overlay
 - Gateway Overlay
 - Parcels
- Zoning**
- AG - Agriculture
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 - 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



Townhouse District (TH)		
District Development Standards		
Minimum Lot Size = 2,000 square feet Minimum Lot Width = 22 feet Corner Lot Width = 32 feet Maximum Building Height = 35 feet Dwelling Units per Row, max = 6	Front Setback = 15 feet Non-shared Wall Side Setback = 10 feet Shared Wall Side Setback = 0 feet Side/Rear Street Setback = 15 feet Rear Setback = 15 feet Street Facing Garage Setback = 25 feet Unloaded Street Setback = 20 feet	Bufferyard = 10 feet with plantings when non-residential develops; adjacent to residential
Specific Uses Allowed within the District		
Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Single-family, attached Townhouse (individual lots) Group Home (6 residents or less) Utilities (Minor)	Elementary School Family Home, Daycare Religious Assembly Facilities Religious Assembly Facilities with Nature Preserve or Community Garden Neighborhood Amenity, Activity or Neighborhood Public Park Golf Course Utilities (Intermediate) Wireless Transmission Facility (<41') Seasonal Product Sales Concrete Products, Temporary Construction Field Office Construction Staging, Off-Site Parking Lot, Temporary Portable Classrooms Residential Sales Office/Model Homes	Hospice Facility Halfway House Middle School Group Daycare Activity Center, Youth or Senior Emergency Services Station Bed and Breakfast Bed and Breakfast with Events

Letter of Intent

**404 W 16th and 1604 Forest St
Georgetown, TX 78626**

Existing zoning for the subject properties (hereinafter referred to as Subject) is RS – Residential Single-Family. The proposed zoning district is TH – Townhome. The Subject is approximately .22 acres (404 W 16th) and .25 acres (1604 Forest), totaling .47 acres.

The Future Land Use map shows the Subject to be located within the Mixed Density Neighborhood area, and the Tier 1A – Current Growth Area (Developed/Redeveloping).

The Comprehensive 2030 Plan (hereinafter referred to as Plan) spells out a goal to “ensure access to diverse housing options and preserve existing neighborhoods, for residents of all ages, backgrounds and income levels.” One of the main themes of the Plan focuses on housing diversity. Currently, the Townhome (TH) zoning accounts for only .03% (10 acres) of existing zoning acreage out of 17 zoning districts. One challenge mentioned in the Plan, regarding diversity, references the availability of two main housing options, that being single-family and apartment units, with a goal of promoting additional housing types to accommodate a range of ages, incomes, and lifestyles. This is supported by the Community Conversations section that states the “most desired housing type after single-family home, is townhomes” and that “many want a better variety of housing type in the City.”

With regard to diversity, approving the TH zoning in an area deemed by the Future Land Use Plan as being Mixed Density Neighborhood is in line with the Plan and meets this specific criteria. While the Subject is not located in the Downtown nor Old Town Overlays, the nearest High Priority structure is approximately 500’ away in the Old Town Overlay. Inside of a 500’ radius, only one property is determined to be a Medium Priority structure. Within the Subject block, 7 out of 12 structures are of newer construction (2010 or newer). A mixture of vacant lots, a parking lot used by the Housing Authority, and dilapidated structures all exist within the block as well. The Subject block touches Community Center zoning to the South, and a city park is diagonally opposed to the corner of the Subject.

Mixed Density Neighborhood (MDN) is described in the Plan as category that includes a mixture of single-family and medium-density housing types. “Medium density housing options are consistent with and complementary to the traditional single-family neighborhood with emphasis on connectivity and access to neighborhood amenities including schools and parks.” The Subject is located within .5 miles of The Square, 1 mile from Purl Elementary, and 50 yards of Old Town Park, which more than demonstrates compatibility with the Plan and purpose of MDNs. Furthermore, the Plan states that primary uses in MDNs should be a variety of single-family home types, which includes detached, duplex, and townhome.

Given that the Subject has been deemed Low Priority and a demo permit for the existing structures approved, both of which are uninhabitable and vacant, preservation of the

neighborhood is arguably better off by rezoning to TH. The sale price per foot in this area (Subarea 1) has increased by 72% between 2008 and 2018. By approving a zoning of TH, the cost of entry for these units will be substantially less than that of a single-family home. While these units may not be considered affordable, the goal is to provide housing that is attainable by a larger segment of the population. This is supported by a goal of the Plan being to ‘ensure access to diverse housing options and preserve existing neighborhoods for residents of all ages, backgrounds and income levels.’ Especially considering the comments made by citizens that it’s “too expensive to live here much longer.”

The following goals and policies of the 2030 Plan will be met by the proposed rezoning:

- Policy LU.1 Encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect a gradual transition from urban to suburban to rural development.
 - Utilization of lower density multi-family development and moderate density single-family residential uses to support neighborhood commercial in commercial center and improve the transition between commercial and single-family residential uses.
- Policy LU.2 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 scale commercial uses and pedestrian friendly environments.
 - Higher density compact development features:
 - Proximity to amenities and open space areas.
 - Housing products and opportunities that may be missing within a neighborhood.
 - Integrates with existing development.
- Policy LU.4 Encourage redevelopment in target areas.
 - Identified target areas include:
 - Williams Drive, South and North Austin Avenue, and Downtown.
 - When redevelopment occurs, it will provide:
 - Missing housing products.
 - Methods to ensure compatibility between existing and proposed uses including appropriate landscaping, building setbacks and massing.
- Policy LU.6 Continue to promote diversification of uses while strengthening the historic character and supporting the existing historic neighborhoods.
- Policy LU.11 Encourage innovative forms of compact, pedestrian friendly development and a wider array of affordable housing choices through provisions and incentives.
 - Building Form: A range of building types with small to medium sized footprints with general width, depth and height no larger than a detached single-family home.
 - Walkability and Pedestrian Infrastructure: within walking distance (1/4 to 1/2 mile) to non-residential uses. Access to quality, safe pedestrian facilities.

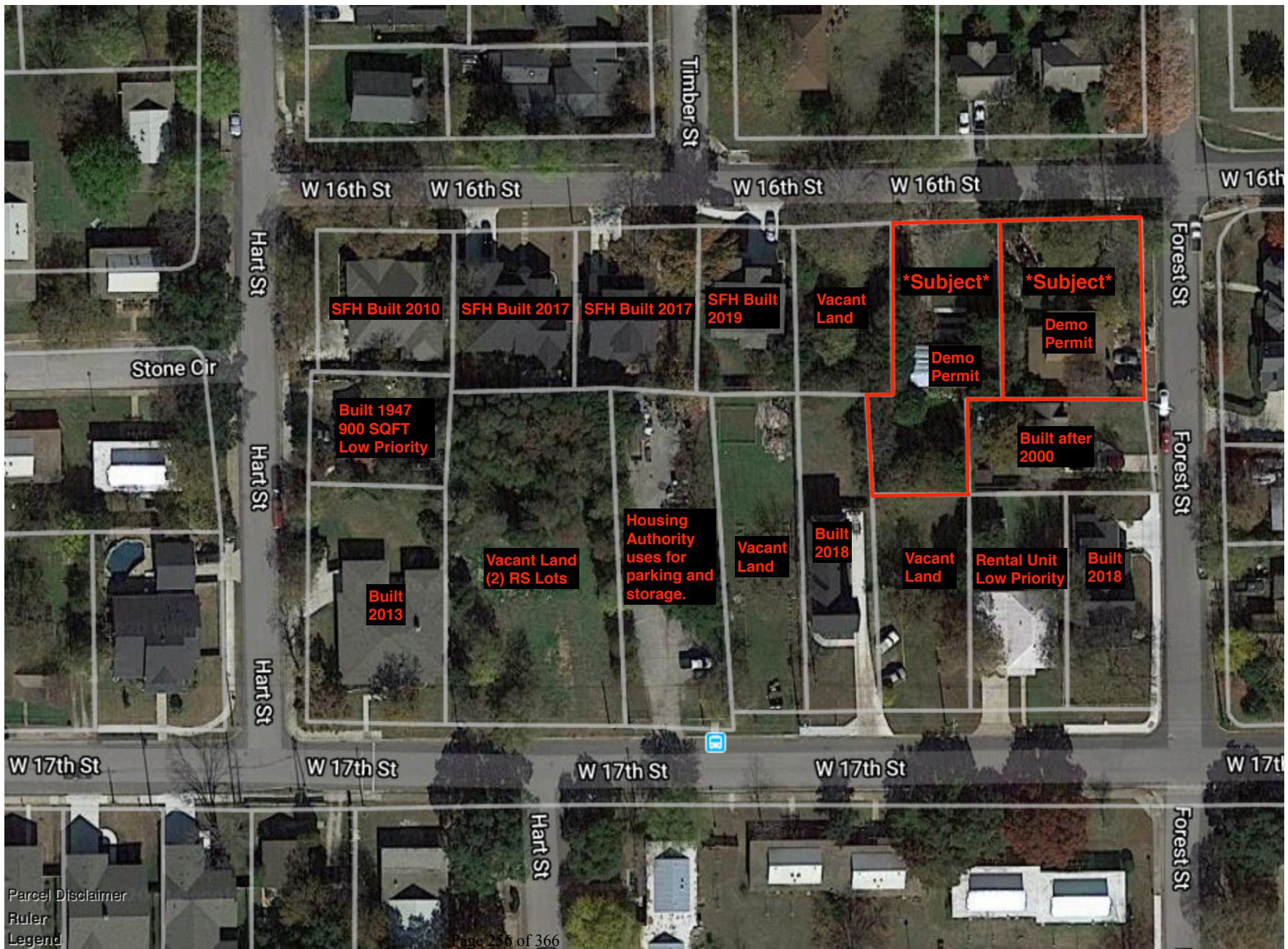
- Policy H.9 Encourage and incentivize new housing and reinventions or additions to existing housing to provide a mixture of housing types, sizes, and price points.
- Policy H.10 Ensure land use designations and other policies allow for and encourage a mixture of housing types and densities across the community.

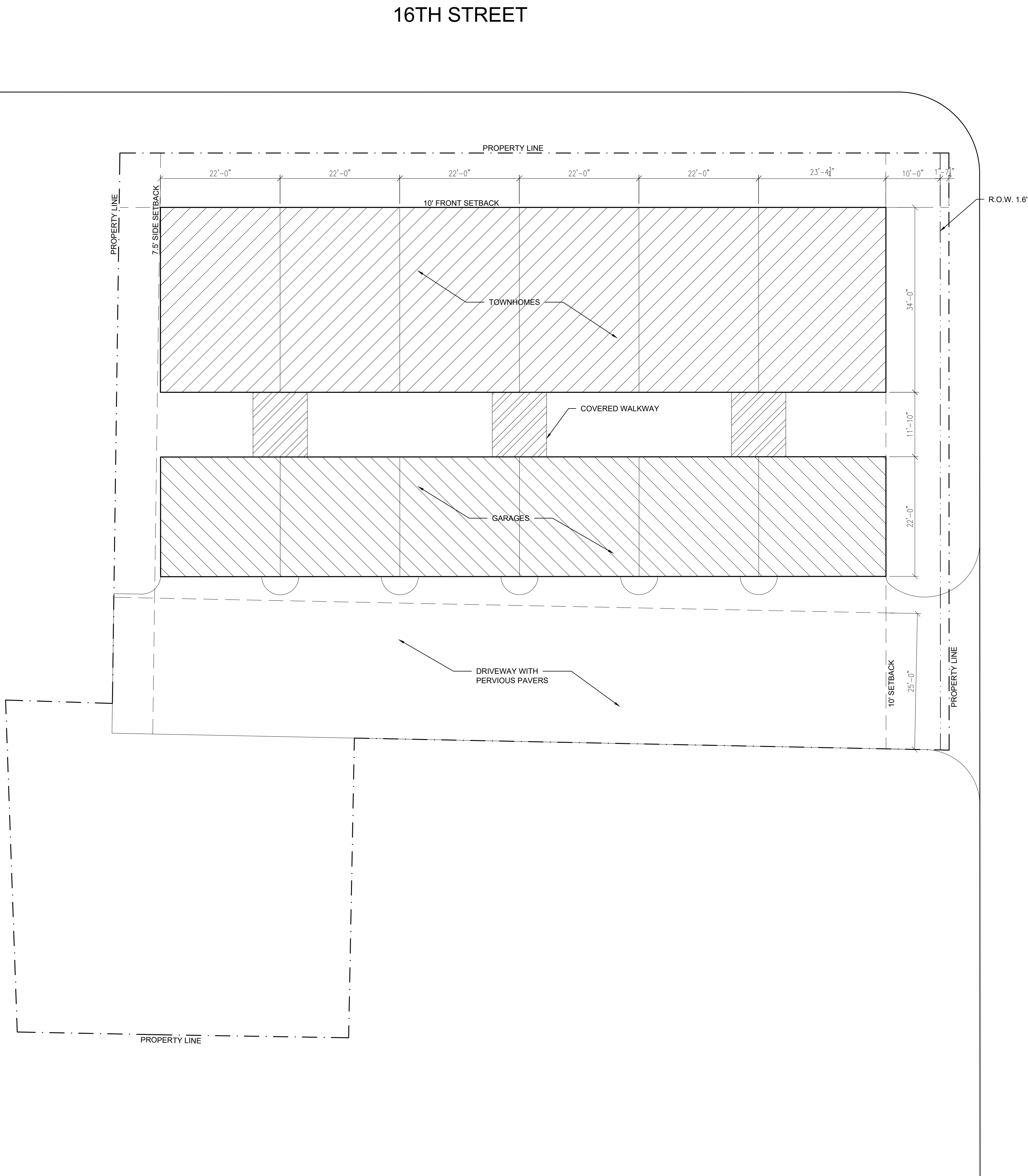
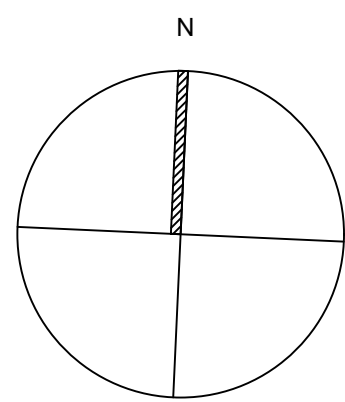
The Subject is currently served by a 6" water line and 8" wastewater line along Forest and 16th. Both Forest and 16th are local streets. Per the pre-application notes provided by the City, a drainage study will be required, and detention and water quality to be provided on site. For TH, fire flow will be 1000 GPM. ROW dedication will only be required along Forest at approximately 1.6'.

The following approval criteria is addressed in the text above.

Sec. 3.06.030: Approval Criteria

- a) The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
- b) The zoning change is consistent with the Comprehensive Plan;
- c) The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;
- d) The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and
- e) The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.





- R.O.W.
- TOTAL LOT AREA
WITHIN PROP LINE:
20,147 SQFT
- TH AREA:
4,536 SQFT
- GARAGE AREA:
2,925 SQFT
- COVERED WALKWAY:
357 SQFT

7,818 IMPERVIOUS COVER
39%

1 SITE PLAN
3/32" = 1'

FOREST CONDOMINIUMS

16th and Forest
Georgetown, TX

Wang Architects
Architecture and Urban Design

(512) 819-6012

DATE: APRIL 20, 2020
CONCEPT PLAN

© 2020 WANG ARCHITECTS

A003

DRAWING:

DO NOT SCALE DRAWING



2 POSSIBLE CONCEPT ELEVATION
N.T.S.



1 POSSIBLE CONCEPT ELEVATION
3/16" = 1'

FOREST CONDOMINIUMS
16th and Forest
Georgetown, TX

(512) 819-6012

Wang Architects
Architecture and Urban Design

DATE: APRIL 20, 2020
CONCEPT PLAN

© 2020 WANG ARCHITECTS

A310

DRAWING:

DO NOT SCALE DRAWING

Ethan Harwell

From: Andreina Davila
Sent: Monday, July 20, 2020 1:39 PM
To: Ethan Harwell
Subject: FW: [EXTERNAL] Resident against proposed 16th and Forest multi-family

FYI

ADQ

Andreina Dávila-Quintero, AICP
Current Planning Manager
Planning Department

O: 512.931.7686
C: 512.876.6479
MS Teams: adavila@georgetown.org
E: andreina.davila@georgetown.org

From: desiree adams [REDACTED]
Sent: Monday, July 20, 2020 1:34 PM
To: Andreina Davila <Andreina.Davila@georgetown.org>
Subject: [EXTERNAL] Resident against proposed 16th and Forest multi-family

[EXTERNAL EMAIL]

Hello Ms. Davila and members of P&Z,

My name is Desiree Adams, and I have been a resident of Old Town since 2014. My husband and I reside on W 17th St, very close to the property on 16th and Forest that is proposing to put a multi-family unit on the property. We strongly oppose this idea.

We built our home to be in keeping with other homes in the neighborhood, which are single-family residences. It would be highly upsetting, and make us reconsider living in Georgetown, to have a multi-unit building go up in an area that is predominantly single-family homes, mainly because we fear this would lower our property value. I have no doubt whoever is proposing this hopes to make a greater amount of money in converting the property to accommodate multiple units, but it is unfair to the rest of the residents to have our values plummet so one particular person(s) can have a greater profit. Additionally, this would pose a problem with parking, which is already somewhat of an issue in the area. As it is there are an abundance of vehicles parked on the street, and also parked at the Old Town Park, and putting a multi-family unit at 16th and Forest would only worsen the situation and create congestion.

Thank you for your time, and I hope you will take my thoughts into consideration when making your decision.

Sincerely,

Desiree Adams

Ethan Harwell

From: Kristy Brown [REDACTED]
Sent: Tuesday, June 16, 2020 3:27 PM
To: Ethan Harwell; Mary Calixtro; Mary Calixtro
Subject: [EXTERNAL] 2020-7-REZ 1604 Forest Street rezoning proposal - STRONGLY OPPOSED

[EXTERNAL EMAIL]

Ref: 2020-7-REZ, 1604 Forest Street rezoning proposal

Dear Mr. Harwell, Planning & Zoning Commission, and City of Georgetown:

I strongly oppose this rezoning for the same reasons as others have given. I am also distrustful of out-of-state developers who have no intention of being a part of the Georgetown community. The last thing we need is shoddy construction by developers who will not be around to fix their mistakes.

1. Infrastructure is not ready to support denser development, particularly with regard to street flooding. 16th Street was rebuilt a few years ago, but the problems remain.

2. We do not need denser population in an area bounded for blocks around by single-family homes, and only a half a block from the formal western border of Old Town.

3. We believe the best way to maintain our historic neighborhood is for it to remain single-family homes. Although this rezoning does not currently fall inside Old Town, it is very close, and there are well-maintained older homes already in the Forest Street area. Maintaining the single-family nature of the Forest Street area will help ensure the continued presence of quality single-family homes.

4. We believe that any new construction in this area should be not only single-family but of the highest architectural standards that are in keeping with what's already there. We are pleased with the work of Chance Leigh and others to add economic vitality where there once had been empty lots and dilapidated houses. The corner of 16th and Forest represents a fine opportunity to add a few quality single-family homes that will enhance our quality of life and existing home values.

5. We do not want to open the door to a cascade of townhomes that will overpower the small lots, narrow streets, and limited parking in our neighborhood. We do not want more older homes to be allowed to fall into disrepair so as to encourage their sale for redevelopment. We would like to see Old Town extended down the road without being marred by out-of-character new construction.

6. Please keep in mind the already-dangerous intersection at 16th Street and Austin Avenue. We do not want the traffic that denser development will bring to already-busy 16th Street, which sides our own home, or to the other narrow streets around here.

7. We already have a good number of recently built single-family homes, even on the same block as this property and all around, and we believe that continuing this trend will enhance our neighborhood, whereas townhomes would be detrimental.

8. I especially call to your attention the letter from our good neighbors the Looneys, who make many excellent points and have submitted photos of the kind of housing we want and expect for our neighborhood.

Sincerely,

Kristyn C. Brown
1602 S Austin Ave.
Georgetown, TX 78626

512.626.0517

cc: Mary Calixtro, District 1 City Council Member

Ethan Harwell

From: Phillip Brown [REDACTED]
Sent: Tuesday, June 16, 2020 3:09 PM
To: Ethan Harwell; Mary Calixtro; Mary Calixtro
Cc: Phil Brown
Subject: [EXTERNAL] Ref: 2020-7-REZ, 1604 Forest Street rezoning proposal, STRONGLY OPPOSED

[EXTERNAL EMAIL]

Ref: 2020-7-REZ, 1604 Forest Street rezoning proposal

Dear Mr. Harwell, Planning & Zoning Commission, and City of Georgetown:

I am writing to strongly oppose this rezoning. I have read through the other comments, and my reasons for opposing this project are the same as theirs.

1. Infrastructure is not ready to support denser development, particularly with regard to street flooding. 16th Street was rebuilt a few years ago, but the problems remain.
2. We do not need denser population in an area bounded for blocks around by single-family homes, and only a half a block from the formal western border of Old Town.
3. We believe the best way to maintain our historic neighborhood is for it to remain single-family homes. Although this rezoning does not currently fall inside Old Town, it is very close, and there are well-maintained older homes already in the Forest Street area. Maintaining the single-family nature of the Forest Street area will help ensure the continued presence of quality single-family homes.
4. We believe that any new construction in this area should be not only single-family but of the highest architectural standards that are in keeping with what's already there. We are pleased with the work of Chance Leigh and others to add economic vitality where there once had been empty lots and dilapidated houses. The corner of 16th and Forest represents a fine opportunity to add a few quality single-family homes that will enhance our quality of life and existing home values.
5. We do not want to open the door to a cascade of townhomes that will overpower the small lots, narrow streets, and limited parking in our neighborhood. We do not want more older homes to be allowed to fall into disrepair so as to encourage their sale for redevelopment. We would like to see Old Town extended down the road without being marred by out-of-character new construction.
6. Please keep in mind the already-dangerous intersection at 16th Street and Austin Avenue. We do not want the traffic that denser development will bring to already-busy 16th Street, which sides our own home, or to the other narrow streets around here.
7. We already have a good number of recently built single-family homes, even on the same block as this property and all around, and we believe that continuing this trend will enhance our neighborhood, whereas townhomes would be detrimental.
8. I especially call to your attention the letter from our good neighbors the Looneys, who make many excellent points and have submitted photos of the kind of housing we want and expect for our neighborhood.

Please, let us not set a precedent for townhomes and apartments where we currently have none smack in the middle of a classic Georgetown single-family neighborhood.

Sincerely,

Phillip G Brown
1602 S Austin Ave.
Georgetown, TX 78626

512.636.0517

cc: Mary Calixtro, District 1 City Council Member



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown to express your views or concerns regarding the – described project – by attending the scheduled public hearing on the matter.

of Ordinances. You are invited to complete this comment form and/or

Project Name/Address: 1604 Forest Street

Project Case Number: 2020-7-REZ P&Z Date: June 16, 2020 Case Manager: Ethan Harwell

Name of Respondent: Marianne M. Contreras
(Please print name)

Signature of Respondent: Marianne Contreras
(Signature required for protest)

Address of Respondent: 1506 Forest St
(Address required for protest)

I am in FAVOR: _____

I OBJECT: X



Additional Comments:

This area has always been considered old town and has been a single home residents. The traffic off 29 has been real congested as it is along traffic to go thru sw street. This part is used

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.

in the summer. for baseball. And there is no parking there but on the street so they park along on the side making it difficult for the residents to get in or out of our driveway. We want to be considered old town. We love our part of town



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: 1604 Forest Street

Project Case Number: 2020-7-REZ CC Date: July 14, 2020 Case Manager: Ethan Harwell

Name of Respondent: Marianne Contreras
(Please print name)

Signature of Respondent: Marianne Contreras
(Signature required for protest)

Address of Respondent: 1506 Forest
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

This area has always been single family residence
and we are considered as old town. By allowing this
we will lose our identity as that. This will bring more
traffic thru our streets. The way it is now we

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.



have problems with traffic. When highway 29 is closed
we have traffic that is rerouted thru here, and drives
do not go the speed limit also we have the small park
in our area that is used in the summer and there is not
enough parking there. Where we have people park in front of
our homes and as residents have problems coming out to
our drive ways. I don't think our streets can have
more traffic thru here. We love our neighborhood the way
it is, and more people in our area more "crime".
Just writing my opinion on this matter.

Thank you.

Meiame Contreras

Ethan Harwell

From: Brandy Heinrich
Sent: Monday, June 8, 2020 1:11 PM
To: Ethan Harwell
Subject: FW: [EXTERNAL] RE: 1604 Forest Street Rezoning Proposal

Public Comment

Thank you,
Brandy Heinrich
City of Georgetown Planning Office
Development Account Specialist
Planning Dept. Main Contact #512-930-3575
Direct Contact #512-930-3576

From: Laurie Curra [REDACTED]
Sent: Saturday, June 6, 2020 2:54 PM
To: WEB_Planning <planning@georgetown.org>
Subject: [EXTERNAL] RE: 1604 Forest Street Rezoning Proposal

[EXTERNAL EMAIL]

To Whom it May Concern

:

I am writing to oppose the City of Georgetown's proposal to rezone the above referenced property from single family residential to townhomes. I live in the neighborhood, very close to this address, and therefore have a vested interest in the planning committee's decision regarding this property. Please consider the following points as justification to leave the property as it currently zoned.

1. The storm water drainage system in that area is already stressed and adding the degree of impervious cover associated with townhomes will stress it even more. I walk in the neighborhood quite frequently and have observed the standing water on both 16th and 17th Streets. Water does not drain in that area and the additional impervious cover associated with town homes will add to the current problem, potentially resulting in flooding with extremely heavy rainfall.
2. The area under consideration is quite densely populated, for a small town, due to the number of multi-family residential units in the area currently. There are already problems with noise, particularly at night, and traffic. People drive extremely fast in that area. Even though these are the kinds of issues you tend to see in densely populated neighborhoods, more multi-family dwellings will only add to it. This has the potential to negatively impact walkability, access to the playground, and current property values.

Thank you for your consideration.

Laurie Curra

606 West 17th Street

Georgetown, TX 78626

(512)626-4535

Ethan Harwell

From: Brandy Heinrich
Sent: Wednesday, June 10, 2020 3:33 PM
To: Ethan Harwell
Subject: FW: [EXTERNAL] Project Name/Address 1604 Forest street

Thank you,
Brandy Heinrich
City of Georgetown Planning Office
Development Account Specialist
Planning Dept. Main Contact #512-930-3575
Direct Contact #512-930-3576

From: terry@edelmon.net [REDACTED]
Sent: Wednesday, June 10, 2020 2:41 PM
To: WEB_Planning <planning@georgetown.org>
Subject: [EXTERNAL] Project Name/Address 1604 Forest street

[EXTERNAL EMAIL]

To whom it may concern,

I am writing to the commission to let it be known that I OBJECT to rezoning from single family zone to Townhome zone at 1604 Forest St.

I object to this as we all ready have plenty of multifamily living spaces in this area. A quick look at the map and you can see this neighborhood is surrounded by The Georgian Apartments, Stonehaven apartments, The Rail at Georgetown apartments, The Oaks at Georgetown Apartments, and San Gabriel Senior Village apartments. I'm sure someone at the city knows exactly how many apartments are included in those housing areas.

There are other builders in this neighborhood who are building beautiful homes that add value to those around them. This builder can easily do the same. I hope you see fit to not change the zoning.

Best Regards,

Terry and Phyllis Edelmon
511 W 17th St.
Georgetown, TX 78626
512.750.3642

Ethan Harwell

From: Brandy Heinrich
Sent: Monday, July 20, 2020 1:33 PM
To: Ethan Harwell
Subject: FW: [EXTERNAL] In Favor of Project Case Number 2020-7-REZ

Here you go

Thank you,
Brandy Heinrich
City of Georgetown Planning Office
Development Account Specialist
Planning Dept. Main Contact #512-930-3575
Direct Contact #512-930-3576

From: Sabrina Kennedy [REDACTED]
Sent: Monday, July 20, 2020 12:57 PM
To: WEB_Planning <planning@georgetown.org>
Subject: [EXTERNAL] In Favor of Project Case Number 2020-7-REZ

[EXTERNAL EMAIL]

Dear Council and Planning & Zoning,

My name is Sabrina Kennedy and I live in Old Town Georgetown. My husband and I, Brian Kelly, are currently purchasing a home in the downtown area of the city on the west side of Austin Avenue. I am a longtime, loving resident of this special town and strongly support this project. I have seen Georgetown grow into a more inclusive, diverse community which is extremely important to not only the residents here but also business owners. In the spirit of progression, we need this project to come into fruition to offer more affordable housing for families and single persons alike.

Thank you for your time,
Sabrina Kennedy and Brian Kelly

Ethan Harwell

From: Andreina Davila
Sent: Monday, July 20, 2020 9:26 AM
To: Ethan Harwell
Subject: FW: [EXTERNAL] Against Multifamily on 16th St

FYI

Andreina Dávila-Quintero, AICP
Current Planning Manager
Planning Department

O: 512.931.7686
C: 512.876.6479
MS Teams: adavila@georgetown.org
E: andreina.davila@georgetown.org

From: Chance Leigh [REDACTED]
Sent: Monday, July 20, 2020 9:16 AM
To: Andreina Davila <Andreina.Davila@georgetown.org>
Cc: Sofia Nelson <Sofia.Nelson@georgetown.org>; District5 <district5@georgetown.org>; Mayor <mayor@georgetown.org>
Subject: [EXTERNAL] Against Multifamily on 16th St

[EXTERNAL EMAIL]

Good morning,

RE: Against Multifamily on 16th & Forest St

Guys I am all for making each street better looking & less congested. I can say with first hand experience, I have bought multifamily properties over the years and 99% of them start off good & within 60 months turn into an absolute eye sore. Honestly some guys get in over their skis, vacant units don't produce any income, they cost A-LOT each month. Pretty soon the bar is lowered, investor owned property is all about the return on investment (ROI).

Now from an engineering point of view my concerns are:

Traffic impact in an already congested area.

Quadrupling the impact to the city's water, sewer & power downtown.

Think about the environmental impact, to get any density out of the property it will be pushed to the limit on the impervious coverage. This is an area with taxed drainage systems as it is. Take a look around after a significant rain event, most yards have standing water for 48 hours. Making two lots turn into a parking lot will only make the problem worse.

Ladies & Gentlemen, I am all for progress and admire ones ability to take a place that is an eye sore & turn it into something the whole community can admire. **I get the concept, the more doors the more the revenue but put the neighborhood first.**

To give you an idea of what a “townhome” looked like a few years ago, just two doors down looked like. The address is 408 W16th St, it has done a complete 180 since the demolition of this old duplex & now is a single family home.









Chance Leigh

[REDACTED]
512-848-1185

Ethan Harwell

From: Brandy Heinrich
Sent: Thursday, June 4, 2020 8:54 AM
To: Ethan Harwell
Subject: FW: [EXTERNAL] For June 16 P&Z Meeting: Rezoning Request for 1604 Forest

Public Comment

Thank you,
Brandy Heinrich
City of Georgetown Planning Office
Development Account Specialist
Planning Dept. Main Contact #512-930-3575
Direct Contact #512-930-3576

From: Jenel Looney [REDACTED]
Sent: Wednesday, June 3, 2020 9:51 PM
To: WEB_Planning <planning@georgetown.org>
Subject: [EXTERNAL] For June 16 P&Z Meeting: Rezoning Request for 1604 Forest

[EXTERNAL EMAIL]

Re: REZONING REQUEST ON PROPERTY LOCATED AT 1604 FOREST STREET

We live at 1601 Forest Street in Georgetown, directly across the street from the property at 1604 Forest. The developers who purchased that property and the adjacent lot have submitted a request that the property be rezoned from residential single family to townhome district. **We ask that you please deny the rezoning request and keep the neighborhood as residential single family.**

As you know, the area west of Austin Avenue and south of University has developed a lot in the last ten years. We have the chance to make this area a historic district 50 or 100 years from now. When we first came to Georgetown, we fell in love with the tree-lined residential streets. We wanted to do our part to beautify the town, so we bought an undeveloped lot and built a beautiful house on it. Since then, we have watched with delight as a few different builders have followed our lead—Prince Development, Heath Hanson and Chance Leigh, to name a few. Mr. Prince told us on several occasions that our house inspired him to build in our area. We don't like to think about who might be inspired by townhomes; we fear that this first project might lead to more in our beloved neighborhood.

These photos show the houses built within the last ten years on the same block as the subject property. (The exception being our house in the upper-left, which was built in 2007 and which is across the street.)



Note that the houses are all beautiful, well-constructed, and *different*. Townhomes tend to look very homogenous, and that really would change the nature of our neighborhood.

Every property owner made an investment in this neighborhood. Not just the new houses, but our neighbors who have lived here longer than us. Each of the houses in these pictures *added* property value to the neighborhood. We don't think that townhomes would do the same. In fact, we believe our property value would decrease if townhomes are built across the street.

We don't know these developers. All we know is that they purchased the property on January 17, according to WCAD. The grass grew... and grew... and grew... the fire ant mounds grew... and grew... and grew... Finally on May 6, we wrote to Code Compliance to ask that they require the property owners to maintain the yard. These are not the (in)actions of someone who cares about our neighborhood, or who takes pride in Georgetown, so that concerns us.

From a practical standpoint, we worry about six to twelve cars coming and going on a regular basis, directly across from our driveway. Or will they not have garages and be parking in the street? We're also concerned about the additional stress on the aging utilities in this part of town. Also, our neighborhood already has issues with streets flooding. What will happen when it pours rain if six townhomes—foundation, driveways, sidewalks—are added to those two lots?

This is your chance to build a legacy for future generations, an extension of Old Town right across the street from Old Town Park. Please let us remain single family residential. Please deny the request to rezone 1604 Forest. We love our neighborhood.

**Respectfully,
Larry and Jenel Looney**

[Redacted]
512-876-6544

Thanks,

Jenel Looney



Ethan Harwell

From: Brandy Heinrich
Sent: Monday, July 20, 2020 6:44 AM
To: Ethan Harwell
Subject: FW: [EXTERNAL] Project Case Number 2020-7-REZ

Good morning Ethan,
Here you go.

Thank you,
Brandy Heinrich
City of Georgetown Planning Office
Development Account Specialist
Planning Dept. Main Contact #512-930-3575
Direct Contact #512-930-3576

From: Nicole Marburger [REDACTED]
Sent: Sunday, July 19, 2020 4:01 PM
To: WEB_Planning <planning@georgetown.org>
Subject: [EXTERNAL] Project Case Number 2020-7-REZ

[EXTERNAL EMAIL]

Dear Council & P&Z,

My name is Nicole Marburger, I am a Georgetown native who attended Annie Purl Elementary, Tippit Middle & Georgetown High School - back when there was only one high school. I now serve as a full time Broker and am in the Top 5% of agents in Central Texas based on my production. At this level, and given that I grew up and have so many contacts from Georgetown, I serve many families in Georgetown and am so proud of the growth in the city and how well it has been managed, congratulations and THANK YOU! I am reaching out today in regards to the project at 16th & Forest St, Project Case # 2020-7-REZ. I want to express that I am highly supportive of the requested rezoning as I know it would allow families the right to call downtown Georgetown "home", who may not otherwise have the opportunity to do-so if they were restricted to single family residences at higher price-points. Beyond being able to live in such a desirable location, I know this would have a domino effect of the support of small businesses that these residences would visit to shop and dine at in the area. Lastly, I cannot stress enough that there is a true market demand for this attainable priced product - I am confident this approval would be something we would all take pride in as we see the happiness of those who ultimately reside in the area.

Georgetown is my hometown, I carry extreme pride in that and I am so happy to see the continued strategic growth and know this project would be beneficial to that. Thank you for your consideration of my support!

[TREC Information About Brokerage Services](#)
[TREC Consumer Protection Notice](#)





Nicole Marburger | Broker Associate

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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: 1604 Forest Street

Project Case Number: 2020-7-REZ P&Z Date: June 16, 2020 Case Manager: Ethan Harwell

Name of Respondent: Maria E Ramirez
(Please print name)

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

Address of Respondent: 306 W. 16th - Georgetown TX 78626
(Address required for protest)

I am in FAVOR: _____

I OBJECT: ✓

Additional Comments:

I've seen many changes, I've never
written a letter like this. I'm writing
against because this rezoning at 1604 Forest
will change to: it will be like a city - and the little
peace we have left will disappear.

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



**CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING**

Comments from Neighboring Property Owners

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Project Name/Address: 1604 Forest Street

Project Case Number: 2020-7-REZ P&Z Date: June 16, 2020 Case Manager: Ethan Harwell

Name of Respondent: Brad Schafer
(Please print name)

Signature of Respondent: Brad Schafer
(Signature required for protest)

Address of Respondent: 1611 S. Main St. Georgetown, TX 78626
(Address required for protest)

I am in FAVOR: _____ I OBJECT: BAJ

Additional Comments:

See email

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.



Hello,

My family recently moved to 1611 S Main street, but we previously lived at 506 west 16th street and were one of the first “new” houses built on the block. We very much enjoyed out time at the 16th street house, and saw the neighborhood grow dramatically over the 2 years we lived there. As new single family residences are built, property values continue to increase in the area, which is great for the current property owners. We strongly feel the old town annex area should remain as a single-family residence area, and we hope that someday this area will also be historic. The proposed project of 6 townhomes right in the middle of this quiet neighborhood will most likely stick out like a sore thumb in my opinion, and will add congestion in the area as cars will likely have to park on the street. Several builders have improved this area over the past 10 years with beautiful craftsman style houses, and we ask and would hope that you **please deny** the proposed change from single family residence to townhome district.

Respectfully,
Brad and Katie Schafer
512-659-5652



CITY OF GEORGETOWN
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Comments from Neighboring Property Owners

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Project Name/Address: 1604 Forest Street

Project Case Number: 2020-7-REZ P&Z Date: June 16, 2020 Case Manager: Ethan Harwell

Name of Respondent: Matt & Shelby Shields
(Please print name)

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

Address of Respondent: 401 W 17th St
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

See attached (page 2)

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.

Shields (401 W 17th ST) – Comments: (We object)

Most of the surrounding area is single family homes and we prefer that it stay that way. The existing and new homes in the area are unique in their own way and bring a very aesthetic appeal. We feel townhomes will take away from this in addition to the negative impact on valuations long-term. Other concerns are the added traffic on 16th and adjacent streets with the addition of 6 townhomes. This leads to safety concerns for all, especially kids, because the park is diagonal to the proposed property. Lastly, with townhomes, there would be a high probability of cars parked in the street leading to additional safety and aesthetic concerns.

Sincerely,

Matt and Shelby Shields

Ethan Harwell

From: Stephanie McNickle
Sent: Monday, June 15, 2020 8:58 AM
To: Ethan Harwell
Cc: Brandy Heinrich
Subject: FW: [EXTERNAL] Project Case Num: 2020-7-REZ

From: AJ Simo [REDACTED]
Sent: Monday, June 15, 2020 8:40 AM
To: WEB_Planning <planning@georgetown.org>
Subject: [EXTERNAL] Project Case Num: 2020-7-REZ

[EXTERNAL EMAIL]

To whom it may concern,

Regarding project case number 2020-7-REZ for the town home project intended for 1604 Forest St. I OBJECT to rezoning lots 1&2 Saavedra Subdivision from RS to TH. I believe they should remain zoned for Residential Single Family.

Andrew Simo
408 W 16th St Georgetown, TX 78626
512.922.0885



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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Project Name/Address: 1604 Forest Street

Project Case Number: 2020-7-REZ P&Z Date: June 16, 2020 Case Manager: Ethan Harwell

Name of Respondent: LONDON SMITH
(Please print name)

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

Address of Respondent: 507 W 17th St. GEORGETOWN TX 78626
(Address required for protest)

I am in FAVOR: X I OBJECT: _____

Additional Comments:

I strongly support this project.

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: intersection of Shell Rd and Hwy 195

Project Case Number: 2020-7-REZ City Council Date: July 28, 2020 Case Manager: Ethan Harwell

Name of Respondent: Landon Smith
(Please print name)

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

Address of Respondent: 507 & 505 W 17th St.
(Address required for protest)

I am in FAVOR: X I OBJECT: _____

Additional Comments:

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



CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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

Project Name/Address: 1604 Forest Street

Project Case Number: 2020-7-REZ P&Z Date: June 16, 2020 Case Manager: Ethan Harwell

Name of Respondent: DAVID TUCKER
(Please print name)

Signature of Respondent: David Tucker
(Signature required for protest)

Address of Respondent: 510 West 16th St. Georgetown 78626
(Address required for protest)

I am in FAVOR: _____

I OBJECT: X

Additional Comments:

This is a single family home neighborhood. Townhomes
will detract from the neighborhood style and
increase traffic and on street parking.

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: ~~intersection of Shell Rd and Hwy 195~~

1604 Forest St

Project Case Number: 2020-7-REZ City Council Date: July 28, 2020 Case Manager: Ethan Harwell

Name of Respondent:

William David Tucker

(Please print name)

Signature of Respondent:

David Tucker

(Signature required for protest)

Address of Respondent:

510 W 16th St

(Address required for protest)

I am in FAVOR: _____

I OBJECT: _____

X

Additional Comments:

Our neighborhood is made up of single family homes with narrow streets and inconsistent sidewalks. Townhomes do not fit with neighborhood style. More traffic and no parking will hurt safety of walkers, runners, & children.

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.



Ethan Harwell

From: Christina Woodall [REDACTED]
Sent: Sunday, June 14, 2020 3:05 PM
To: Ethan Harwell
Cc: Tyler Woodall
Subject: [EXTERNAL] 1604 Forest

[EXTERNAL EMAIL]

Hi Ethan,

I hope you are well! We met many months ago at 309 when I was looking into the Historical Planner position at the city. Things have gone a lil' crazy, since then, huh? :)

I can't find the letters mailed to us by the planning department so I figured I'd just send over an email. My husband and I own 413 W 17th St as well as 409 W 17th St. I'd like to register my concern for the rezoning of 1604 Forest. While the idea of rezoning in theory isn't alarming, it sounds like Coregon intends to squeeze quite a few townhomes on that lot. We've been told to expect up to 6-8 units on just under half an acre. I frankly don't even know how that's possible but I'm thinking that means it'll be quite the mammoth of a structure. Therefore, I am in opposition of the request.

Cheers,

Christina Woodall

ORDINANCE NO. _____

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 0.46 acres, being Lots 1 & 2, Saavedra Subdivision, generally located at 1604 Forest Street, from the Residential Single-Family (RS) zoning district to the Townhouse (TH) 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"):

Lots 1 & 2, Saavedra Subdivision, generally located at 1604 Forest Street, as recorded in Document Number 1997037309 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 June 16, 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 July 28, 2020, held an additional public hearing prior to taking action on the requested rezoning of the Property.

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

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

Section 2. The Official Zoning Map, as well as the Zoning District classification(s) for the Property is hereby amended from the Residential Single-Family (RS) zoning district to the Townhouse (TH) zoning district, in accordance with the attached *Exhibit A* (Location Map) and incorporated herein by reference.

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in

Ordinance Number: _____

Page 1 of 2

Description: 16th & Forest Townhomes

Case File Number: 2020-7-REZ

Date Approved: August 11, 2020

Exhibit A Attached

conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

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

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

APPROVED on First Reading on the 28th day of July, 2020.

APPROVED AND ADOPTED on Second Reading on the 11th day of August, 2020.

THE CITY OF GEORGETOWN:

ATTEST:

Dale Ross
Mayor

Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

Skye Masson
City Attorney

Ordinance Number: _____

Description: 16th & Forest Townhomes

Date Approved: August 11, 2020

Page 2 of 2


Case File Number: 2020-7-REZ


Exhibit A Attached

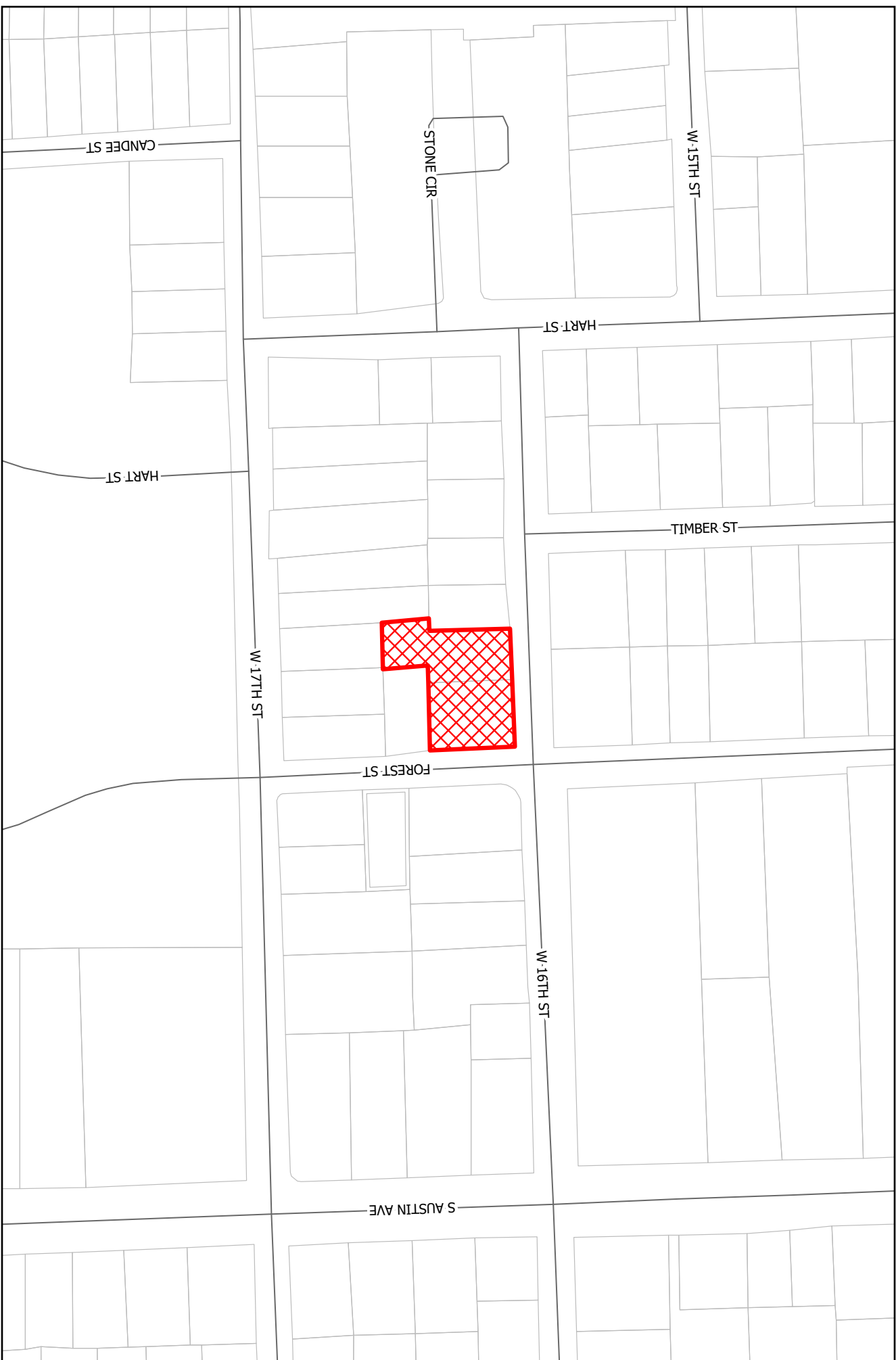
LOCATION

2020-7-REZ

Exhibit A


Site


Parcels



16th & Forest Townhomes 2020-7-REZ

City Council
July 28, 2020

Item Under Consideration

2020-7-REZ

- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to rezone Lots 1 & 2, Saavedra Subdivision (0.459 acres), from the Residential Single-Family (RS) zoning district to the Townhouse (TH) zoning district, for the property generally located at 1604 Forest Street (2020-7-REZ).



LOCATION

2020-7-REZ

Exhibit #1

-  Site
-  Parcels



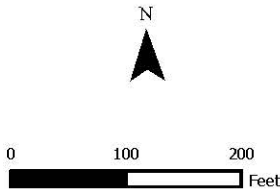
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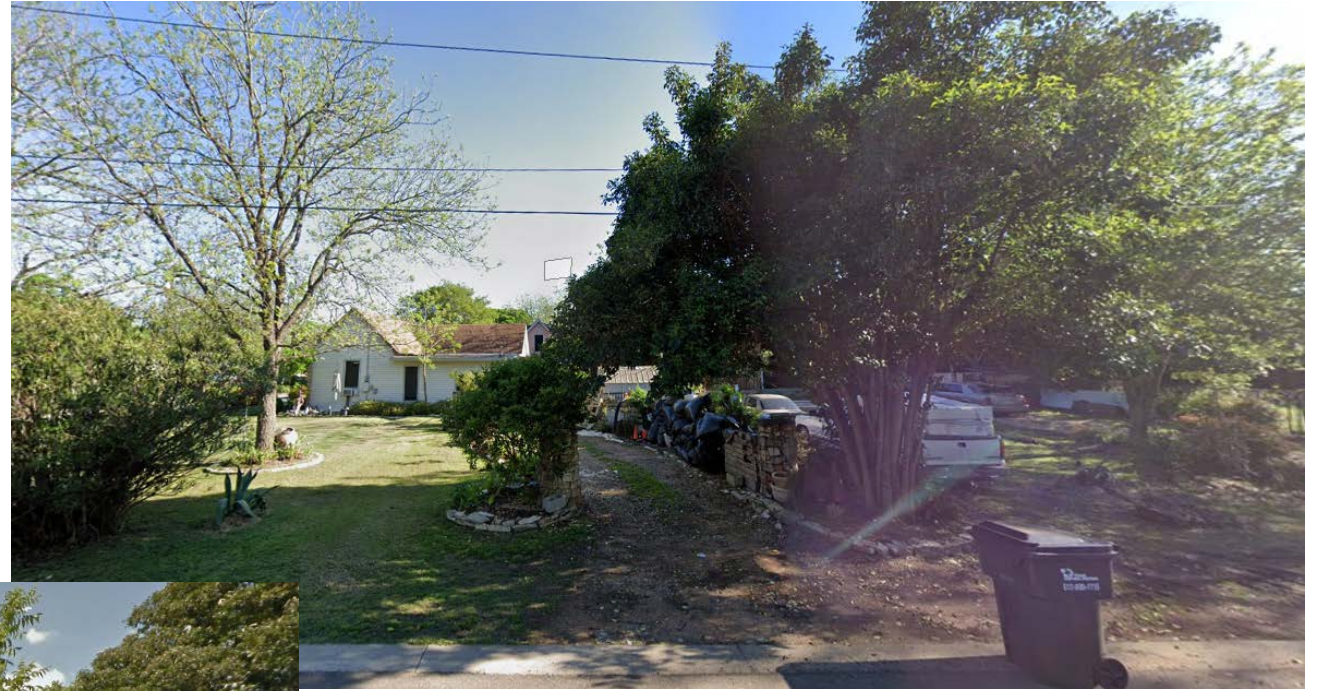


AERIAL
2020-7-REZ

-  Site
-  GoGeo Stop

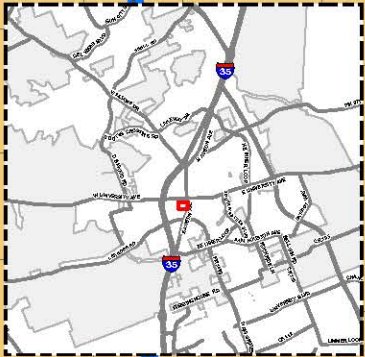
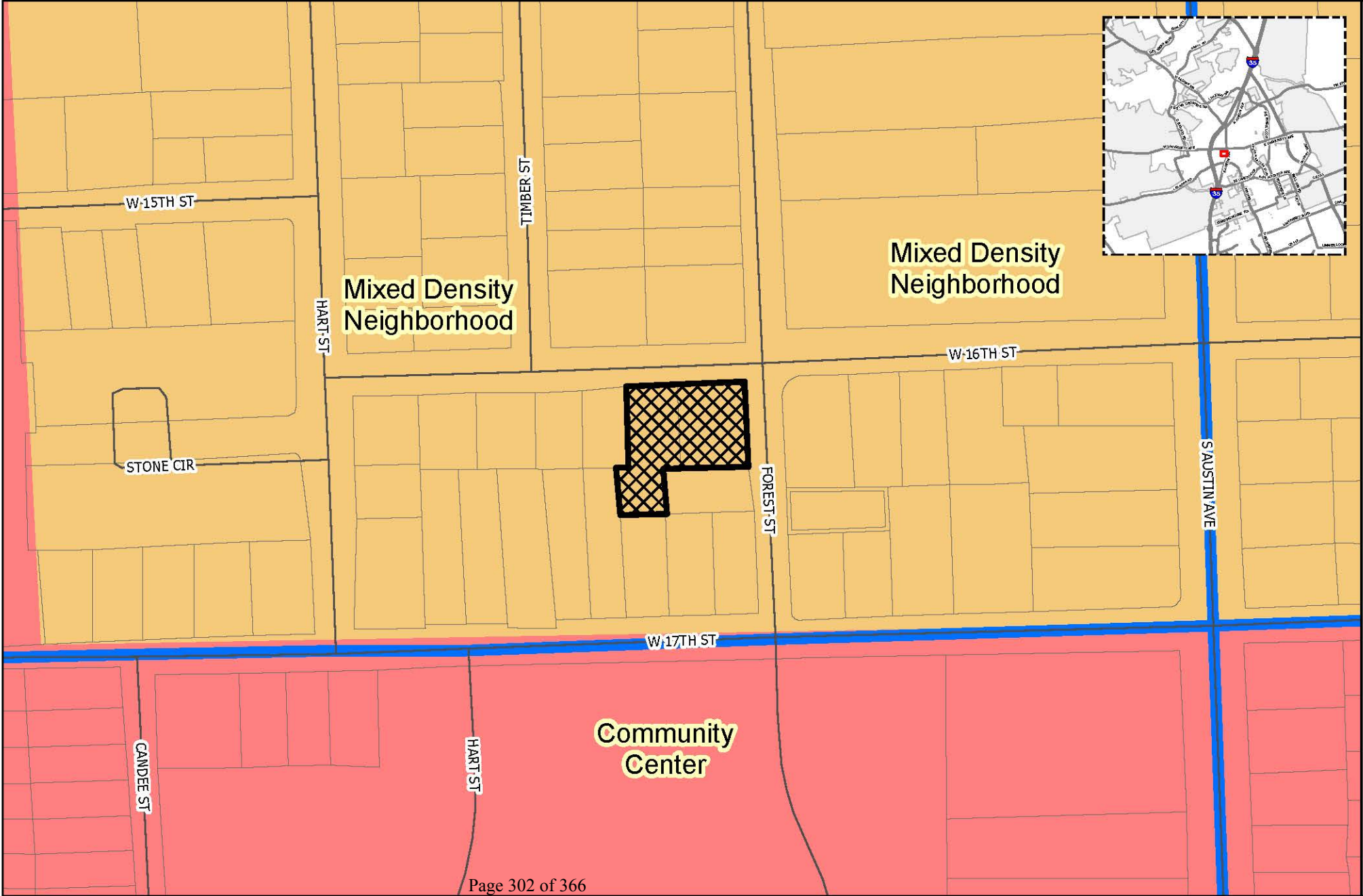


W 16th Street



Forest Street

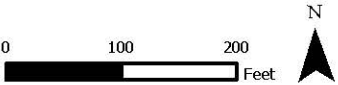


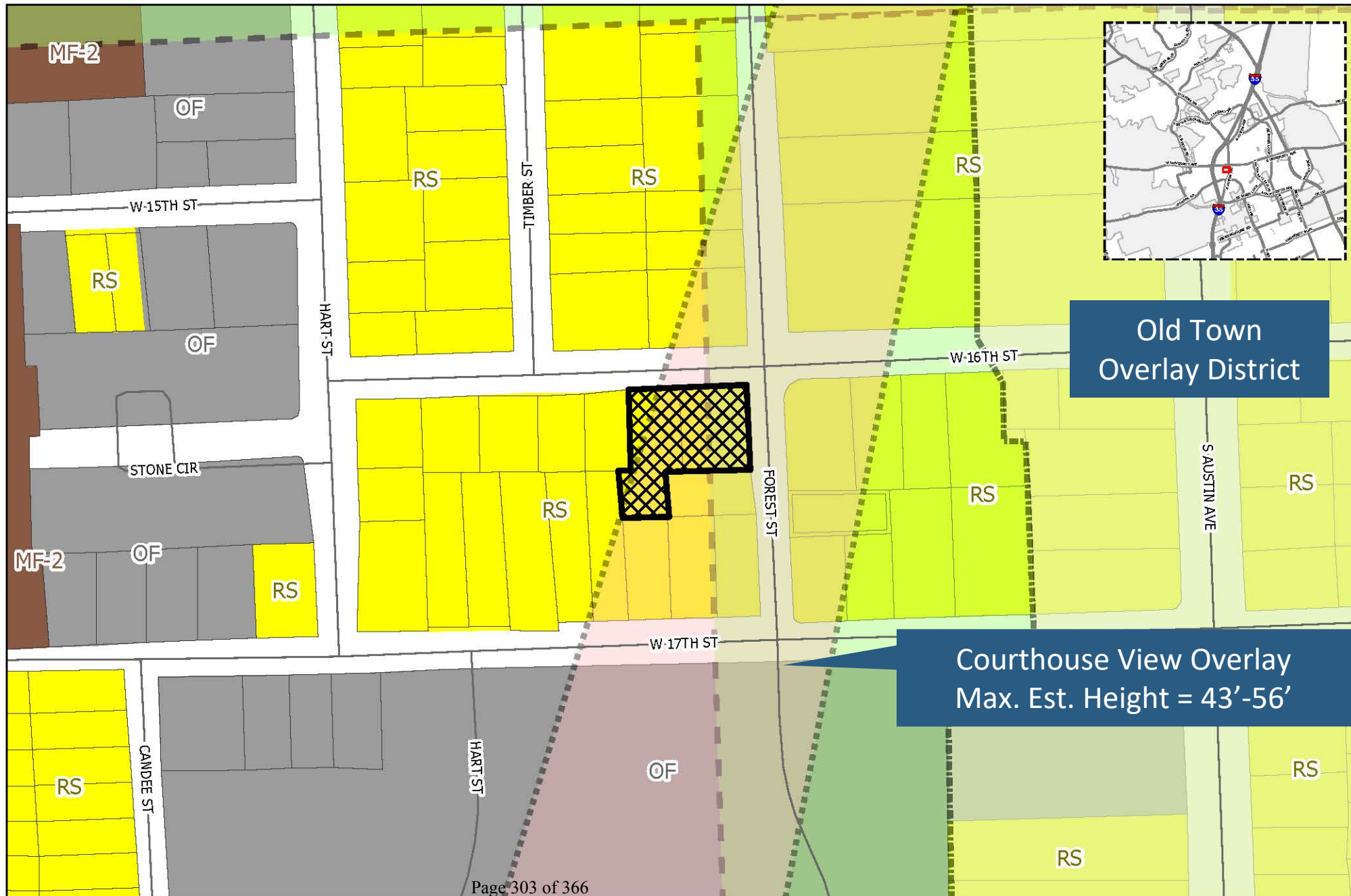


**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

**2020-7-REZ
Exhibit #2**

- Site
- Parcels
- ▬ City Limits
- 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

2020-7-REZ

Exhibit #3

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



Mixed Density Neighborhood (MDN)

- Provides for a variety of housing types within a traditional neighborhood
- Duplexes, townhomes, quadplexes, or potentially moderate density multi-family
- Compatibility between housing types can be achieved through development standards like lot size, setbacks, and building design
- Transitions of land uses and connectivity to neighborhood serving commercial is encouraged

DUA: 5.1-14.0

Target Ratio: 80% residential, 20% nonresidential

Primary Use: Variety of single-family home types (detached, duplex, townhome)

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

Townhouse (TH)

- Permits detached and attached single-family homes
- Appropriate for infill development
- Can be a transition from residential to non-residential areas
- Each unit is located on its own lot.
- UDC Requirements:
 - Building Design Standards
 - Common Amenity Areas
 - Standard Single-Family Parking Requirements (2 per unit)
 - On-Site Detention & Water Quality
 - Tree Protection, Buffers to Residential, and 150 ft² of open space per lot

Dimensional Standards

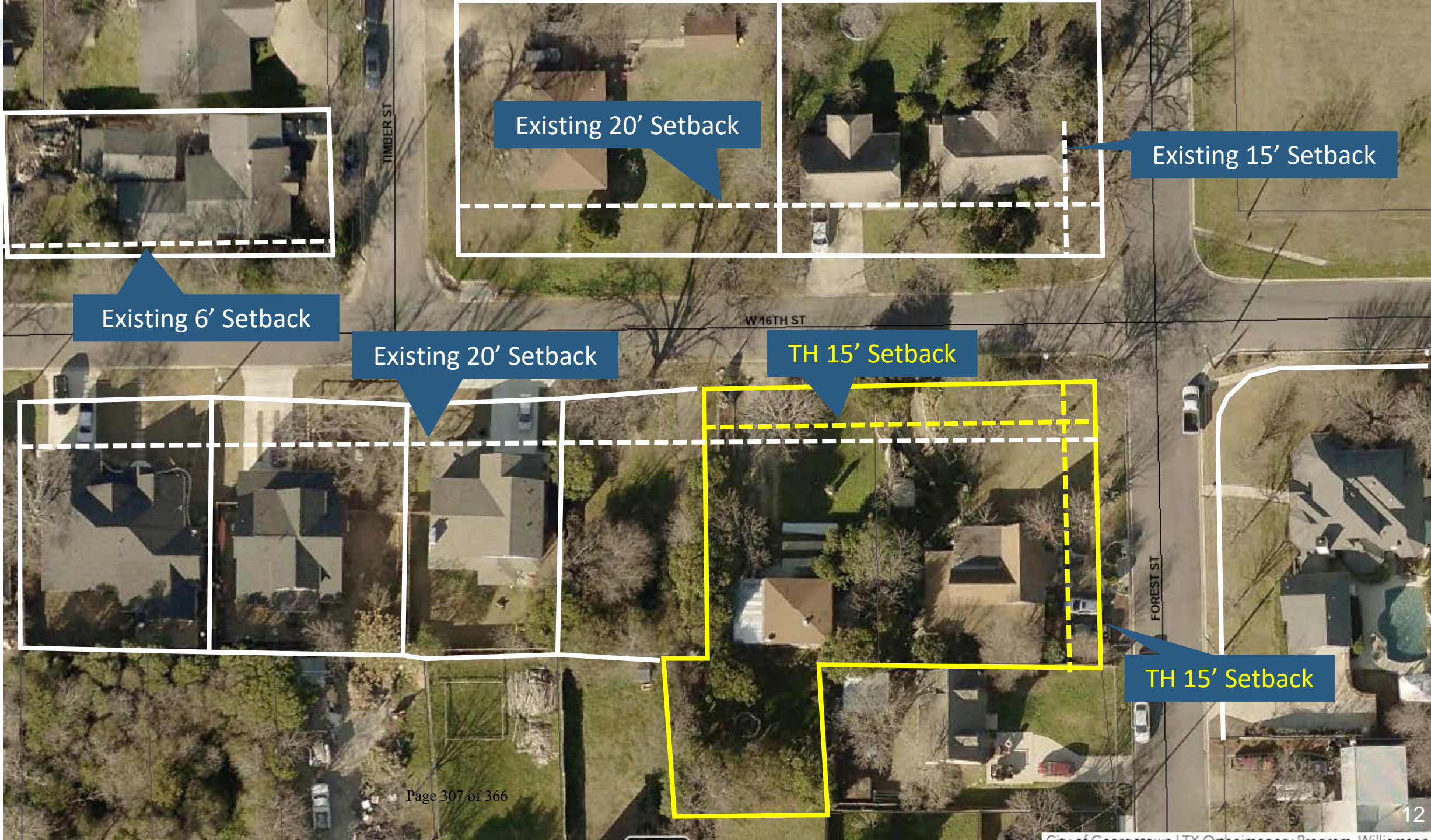
- Min. lot size = 2,000 sq. ft.
- Min. lot width = 22'
- Max building height = 35'
- Front setback = 15'
- Side setback (non-shared wall) = 10'
- Rear setback = 15'
- Side/rear street setback = 15'
- Max of 6 dwelling units/row

Townhouse (TH)

Residential Product	RS	TH
Single-Family, Attached (duplex)	X	X
Single-Family, Detached	X	-
Townhouse	-	X

Dimensional Standards	RS	TH
Lot Size	5,500 sq. ft.	2,000 sq. ft.
Units Per Row – maximum	1-2	6'
Building Height	35'	35'
Lot Width	45'	22'
Corner Lot Width	55'	32'
Front Setback	20'	15'
Front Garage Setback	25'	25'
Side Setback (non-shared wall)	6'	10'
Rear Setback	10'	15'
Side or Rear Street Setback	15'	15'
Unloaded Street Setback	20'	20'





Dimensional Standards of TH

Permitted by Right	Permitted with Limitations	Permitted with a SUP
Single-family, attached	Elementary School	Hospice Facility
Townhouse (individual lots)	Family Home, Daycare	Halfway House
Group Home (6 residents or less)	Religious Assembly Facilities	Middle School
Utilities (Minor)	Religious Assembly Facilities with Columbarium	Group Daycare
	Nature Preserve or Community Garden	Activity Center, Youth or Senior
	Neighborhood Amenity, Activity or Recreation Center	Emergency Services Station
	Neighborhood Public Park	Bed and Breakfast
	Golf Course	Bed and Breakfast with Events
	Utilities (Intermediate)	
	Wireless Transmission Facility (<41')	
	Seasonal Product Sales	
	Concrete Products, Temporary	
	Construction Field Office	
	Construction Staging, Off-Site	
	Parking Lot, Temporary	
	Portable Classrooms	
	Residential Sales Office/Model Homes	

Approval Criteria – UDC Section 3.06.030

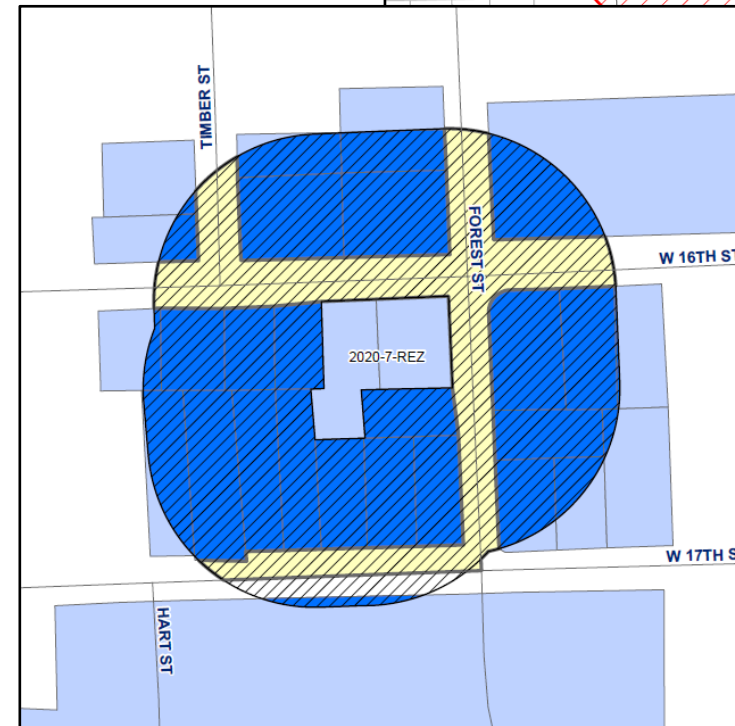
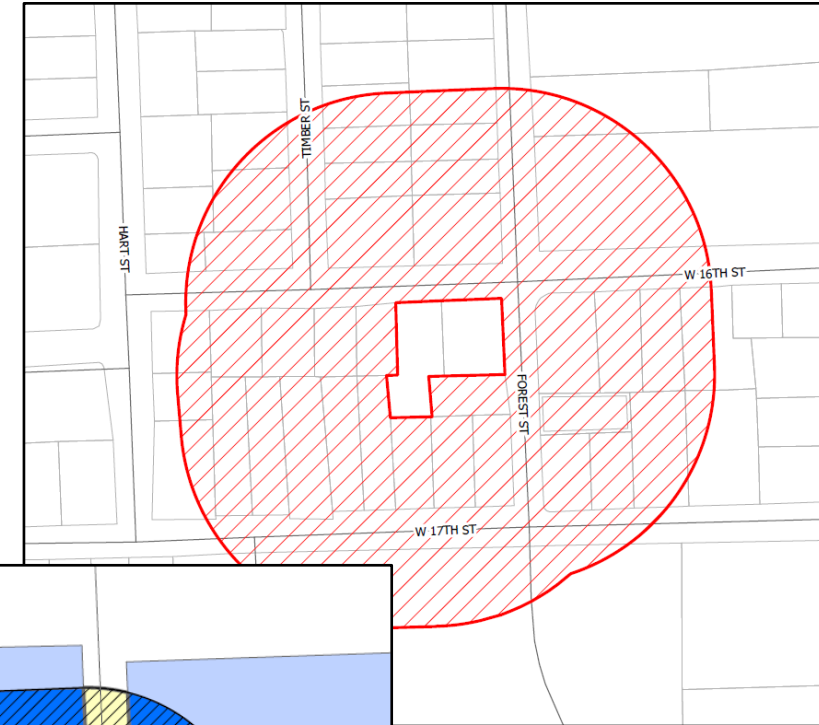
Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;	X		
The zoning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

Approval Criteria – UDC Section 3.06.030

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

Public Notifications

- 39 property owners within the 300' buffer
- Notice in Sun News on May 31, 2020
- Signs posted on the property
- To date, staff has received:
 - 3 Letter IN FAVOR
 - 14 Letters OPPOSED
- *200' State Mandated Notice Area*
 - *20% of land area requires a super majority vote of Council for approval*
 - *Currently at 20.28%*



Planning & Zoning Commission Action

- At their June 16, 2020 meeting, the Planning & Zoning Commission recommended disapproval of the request (5-1).

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 0.46 acres, being Lots 1 & 2, Saavedra Subdivision, generally located at 1604 Forest Street, from the Residential Single-Family (RS) zoning district to the Townhouse (TH) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

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

SUBJECT:

Consideration and possible action to approve a **Municipal Services Agreement** with **Highland Village Georgetown GP, LLC** for the provision of municipal services to an approximately **0.526-acre** tract of land out of the L.P Dyches Survey, Abstract No. 171, generally located at **8300 RM 2338** -- Nat Waggoner, PMP, AICP, Long Range Planning Manager

ITEM SUMMARY:

The applicant is requesting annexation for a 0.526-acre tract generally located at 8300 RM 2338. The subject property has a Future Land Use designation of Mixed Density Neighborhood.

The item under consideration is to approve the municipal services agreement required for voluntary annexation submitted in accordance with State Law.

Meeting Schedule:

- 7/28/2020 – City Council Approves Municipal Services Agreement - TONIGHT
- 8/18/2020 – P&Z Public Hearing & Recommendation on Initial Zoning
- 9/8/2020 – City Council Public Hearing and First Reading of Ordinance
- 9/22/2020 – 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:

Nat Waggoner, PMP, AICP

ATTACHMENTS:

Presentation

Municipal Services Agreement (MSA)

8300 RM 2338 2020-6-ANX

City Council
July 28, 2020

Item Under Consideration

2020-6-ANX

- **Consideration and possible action** to approve a **Municipal Services Agreement** with **Highland Village Georgetown GP, LLC** for the provision of municipal services to an approximately 0.526 - acre tract of land out of the L.P Dyches Survey, Abstract No. 171 generally located at 8300 RM 2338. – Nat Waggoner, PMP, AICP, Long Range Planning Manager

To Ronald Reagan 1.37mi. | to CR245 0.78 mi.



LOCATION

2020-6-ANX

Exhibit #1



Site



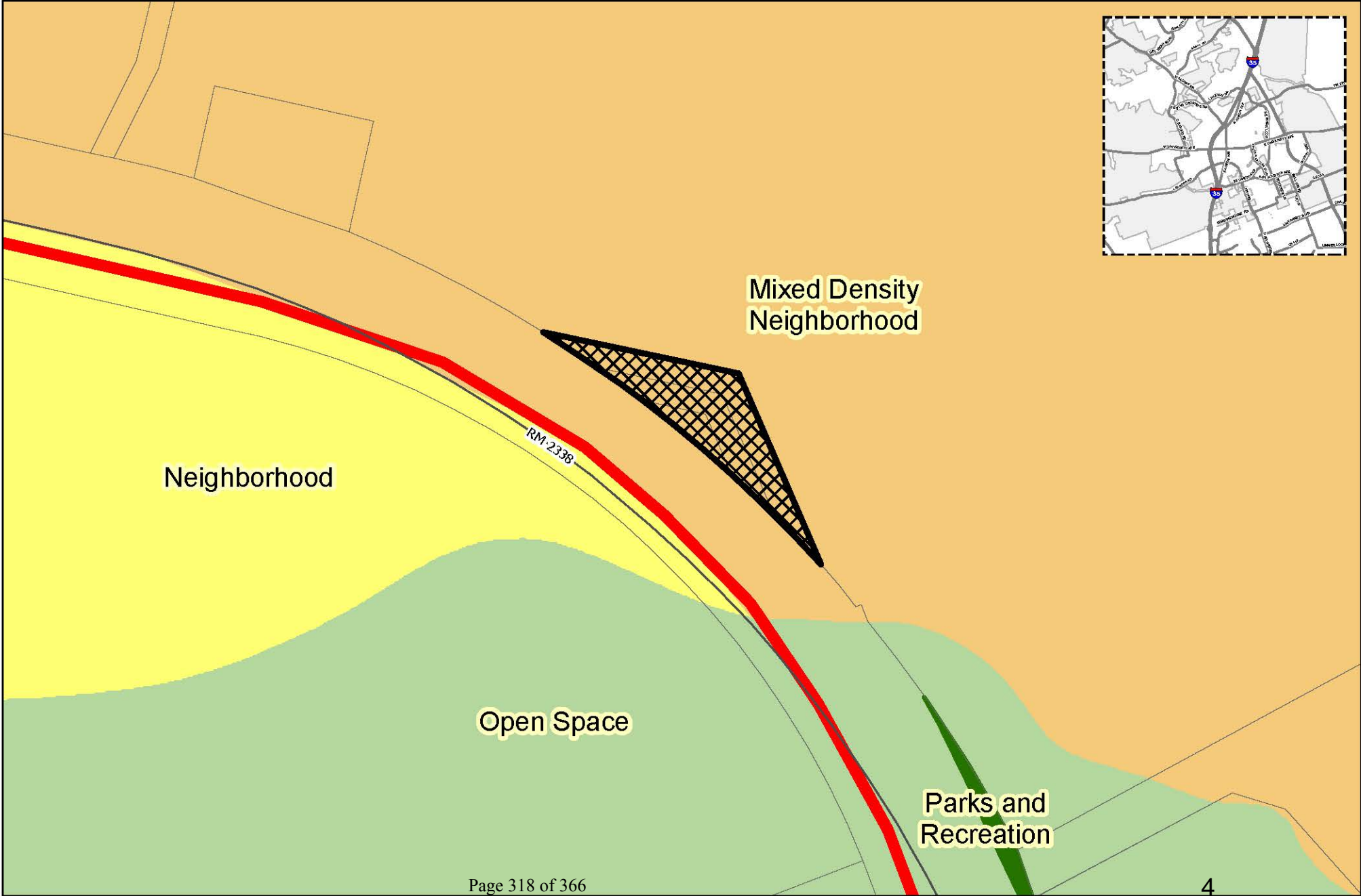
Parcels

N



0 100 200 Feet

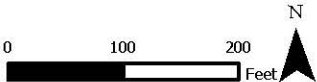
RM 2338

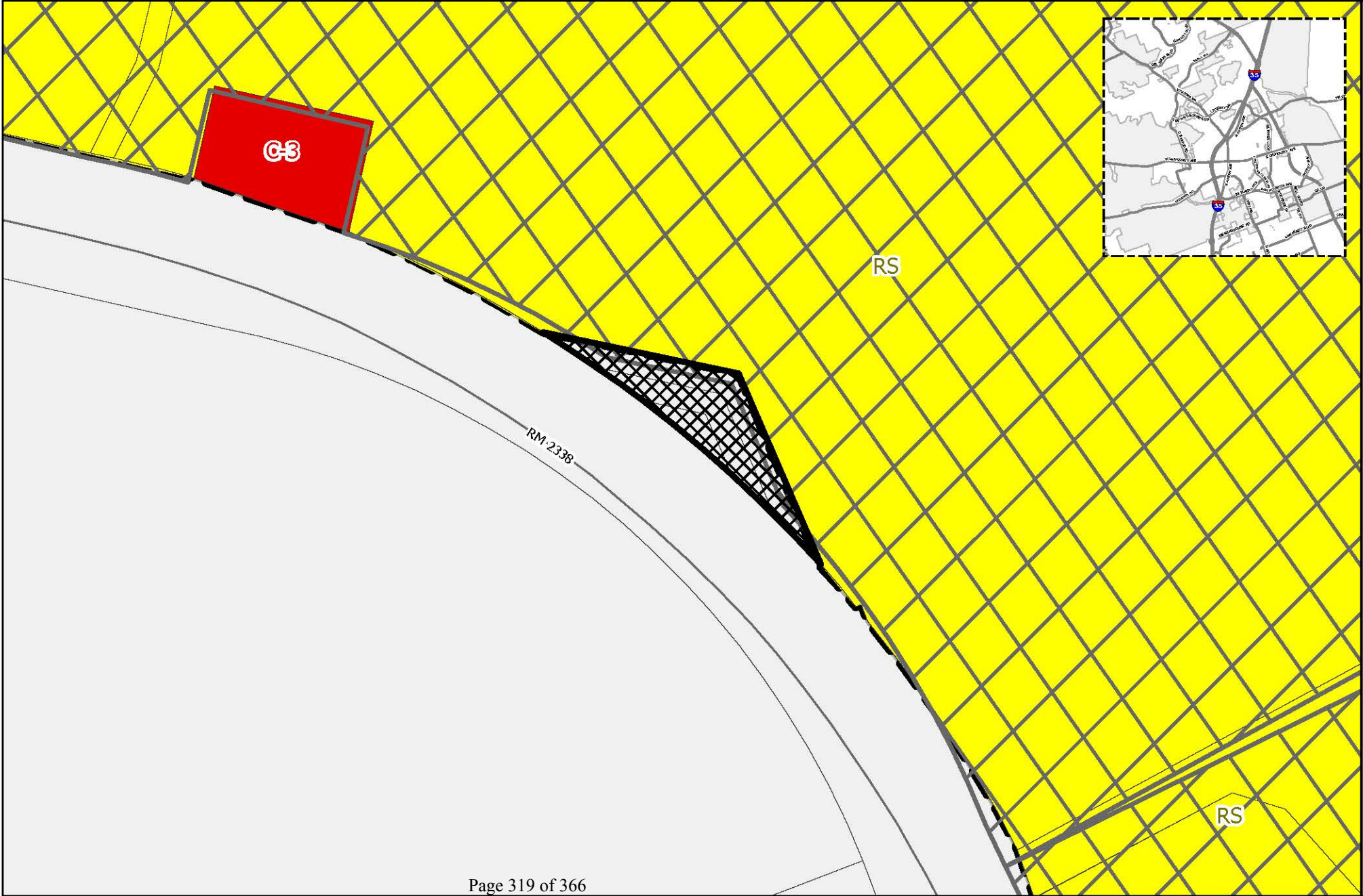


**FUTURE LAND USE/
OVERALL TRANSPORTATION
PLAN**

**2020-6-ANX
Exhibit #2**

- Site
- Parcels
- City Limits
- Georgetown ETJ
- Future Land Use**
 - Community Center
 - Employment Center
 - Institutional
 - Mining
 - Mixed Density Neighborhood
 - Neighborhood
 - Open Space
 - Parks and Recreation
 - Regional Center
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 - Proposed Minor Arterial
 - Proposed Collector
 - Proposed Rail

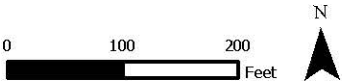












ZONING
2020-6-ANX

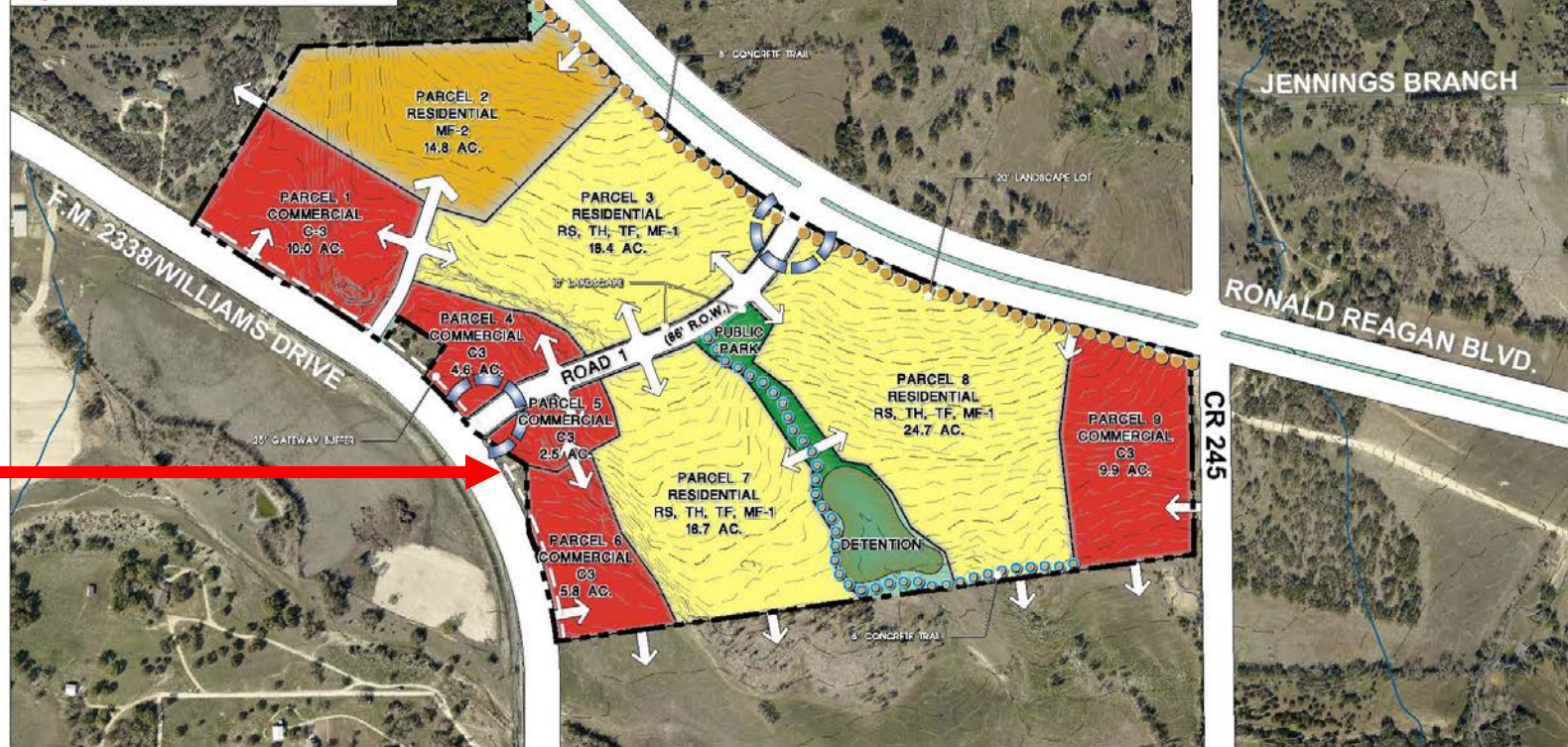
Exhibit #3

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- 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

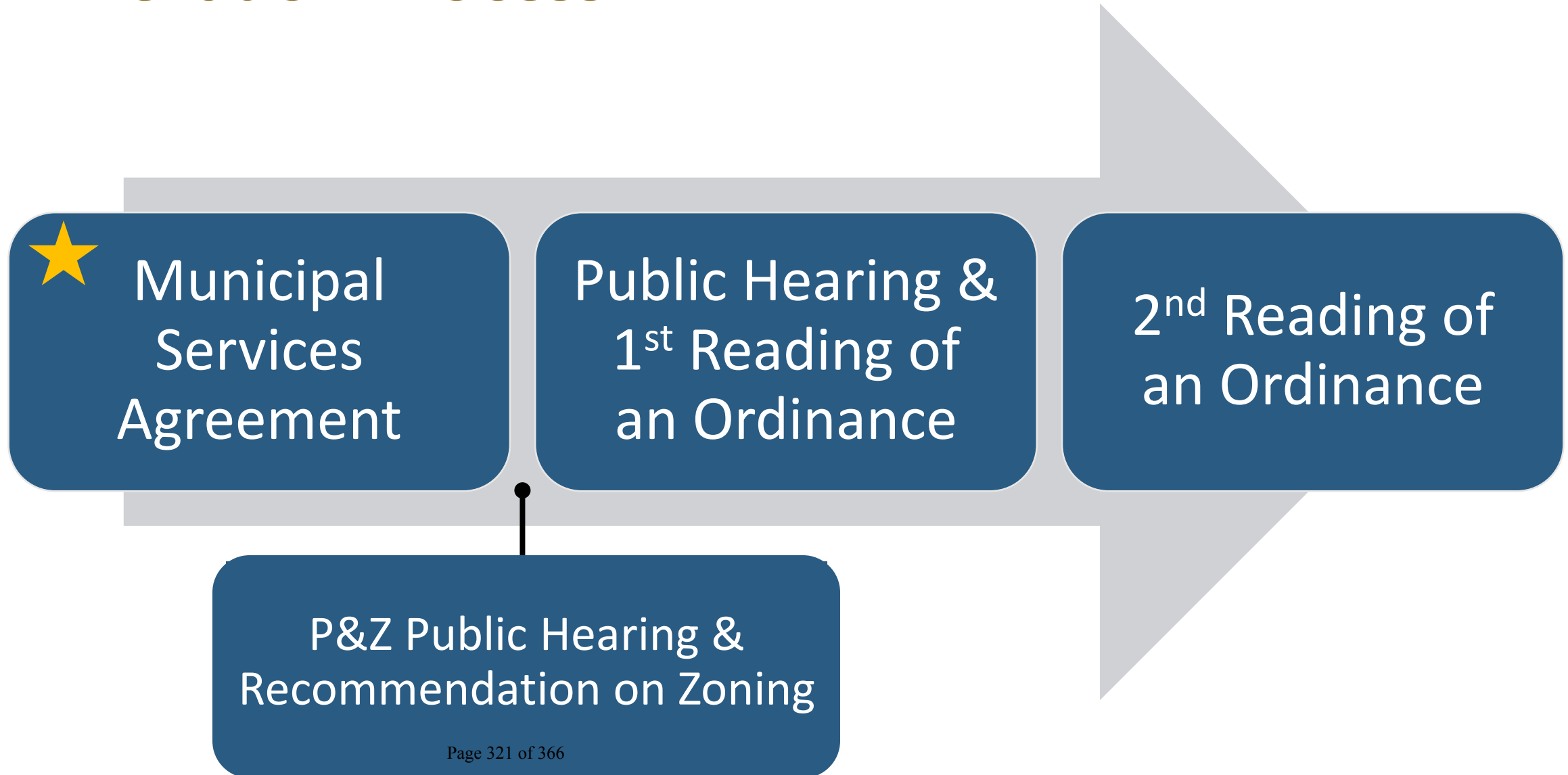


LAND USE TYPE	Acres	Units
 Residential - RS, TH, TF, MF-1	59.8 AC.	493
 Residential - MF2	14.8 AC.	296
Total:	74.6 AC.	779
<hr/>		
 Commercial - C3	32.8 AC.	
 Right of Way	3.0 AC.	
 Public Park	3.0 AC.	
 Open Space	7.1 AC.	
Sub-Total:	45.9 AC.	
<hr/>		
Total:	120.5 AC.	
 6' Concrete Trails	2,175 L.F.	
 8' Concrete Trails	3,030 L.F.	

ACCESS ARROWS ILLUSTRATED ON THIS EXHIBIT ARE CONCEPTUAL. FINAL ACCESS POINTS WILL BE DETERMINED AT THE PLATTING OR SITE PLAN DEVELOPMENT STAGE AND WILL BE ALLOWED AS DEFINED BY THE CITY UDC REGULATIONS. ACCESS ARROWS MAY CHANGE IN LOCATION AND/OR QUANTITY AS MORE DETAILED DESIGNS ARE PREPARED.



Annexation Process



Tentative Schedule

- . 7/28/2020 – Council Approves Municipal Services Agreement
 - 8/18/2020 – P&Z Public Hearing & Recommendation on Initial Zoning
 - 9/8/2020 – City Council Public Hearing and First Reading of Ordinance
 - 9/22/2020 – City Council Second Reading of Ordinance

Summary

- **Consideration and possible action** to approve a **Municipal Services Agreement** with **Highland Village Georgetown GP, LLC** for the provision of municipal services to an approximately 0.526 - acre tract of land out of the L.P Dyches Survey, Abstract No. 171 generally located at 8300 RM 2338. – Nat Waggoner, PMP, AICP, Long Range Planning Manager

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF GEORGETOWN, TEXAS
AND HIGHLAND VILLAGE GEORGETOWN, LP

This Municipal Services Agreement (“Agreement”) is entered into on the _____ day of _____, _____ by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas (“City”) and Highland Village Georgetown, LP, a Texas limited partnership (collectively, “Owner”).

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the “Effective Date”);

WHEREAS, Owner owns certain parcels of land located at 8300 RM 2338, which consists of approximately 0.526 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. 2020-6-ANX ("Annexation Case");

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

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

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

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

3. MUNICIPAL SERVICES.

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

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

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

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

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

or immunities.

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

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

CITY OF GEORGETOWN

By: _____
Dale Ross
Mayor

Approved as to Form:

Charlie McNabb
City Attorney

Attest:

Robyn Densmore, TRMC
City Secretary

State of Texas §
County of Williamson §

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

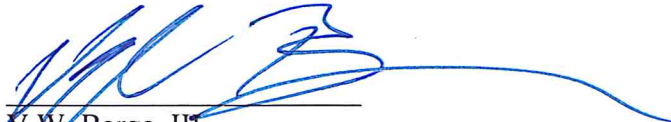
By: _____

Notary Public, State of Texas

HIGHLAND VILLAGE GEORGETOWN, LP
a Texas limited partnership

By HIGHLAND VILLAGE GEORGETOWN GP, LLC
a Texas limited liability company, General Partner

By:


V.W. Barge, III
President

State of Texas §
County of Bell §

This instrument was acknowledged before me on the 7th day of July, 2020, by V.W. Barge, III, President of HIGHLAND VILLAGE GEORGETOWN GP, LLC, a Texas limited liability company, in its capacity as general partner of HIGHLAND VILLAGE GEORGETOWN, LP, a Texas limited partnership, for and on behalf of said limited liability company and said limited partnership.

By:



Notary Public, State of Texas



EXHIBIT "A"

BEING a 0.526 acre tract of land situated in the L. P. DYCHES SURVEY, ABSTRACT No. 171, in Williamson County, Texas and being all of that certain 0.526 acre tract of land described in a General Warranty Deed dated June 5, 2020 from Wally Wilson and Justin R. Wilson to Highland Village Georgetown, LP, a Texas limited partnership and being of record in Document No. 2020059344, Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a Texas Department of Transportation aluminum cap right-of-way monument found being the northwesterly corner of the said 0.526 acre tract and being an angle point in the southwest boundary line of that certain 120.53 acre tract of land described in a Warranty Deed with Vendor's Lien dated May 2, 2018 from Circle B-Y Partners, Ltd., a Texas Limited Partnership, acting by and through its duly authorized and directed General Partner, Michelle Lynn Dube, and Michelle Lynn Bell Dube and husband, Travis A. Dube to Highland Village Georgetown, LP, a Texas Limited Partnership and being of record in Document No. 2018043854, Official Public Records of Williamson County, Texas and being in the northeast right-of-way line of Ranch-to-Market Road No. 2338 for corner;

THENCE S. 77° 41' 17" E., 255.45 feet departing the said northeast right-of-way line and with the southwest boundary line of the said 120.53 acre tract (calls N. 77° 40' 12" W., 255.37 feet) and with the north boundary line of the said 0.526 acre tract to a 1/2" iron rod with cap stamped "5784" found being the northeast corner of the said 0.526 acre tract and being an angle point in the said southwest boundary line of the 120.53 acre tract for corner;

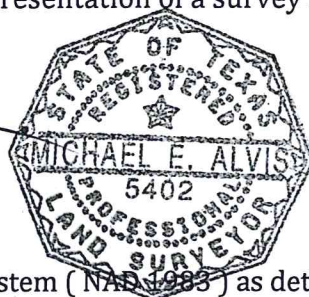
THENCE S. 22° 52' 28" E., 266.44 feet with the easterly boundary line of the said 0.526 acre tract and continuing with the said southwest boundary line (calls N. 22° 24' 54" W., 266.48 feet) to a 1/2" iron rod found being the southeast corner of the said 0.526 acre tract and being an angle point in the said southwest boundary line and being in the aforementioned northeast right-of-way line of Ranch-to-Market Highway No. 2338 and being at the beginning of a curve to the left having a radius equals 1705.00 feet (calls 1705.00 feet), chord bearing equals N. 49° 39' 19" W., 463.34 feet for corner;

THENCE 464.78 feet along the arc of said curve to the left departing the said southwest boundary line and with the southwest boundary line of the said 0.526 acre tract and with the said northeast right-of-way line to the Point of BEGINNING and containing 0.526 acres of land.

I, Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.



Michael E. Alvis, R.P.L.S. #5402
July 13, 2020



Bearing Base: Texas State Plain Coordinate System (NAD 1983) as determined by G.P.S. observation.

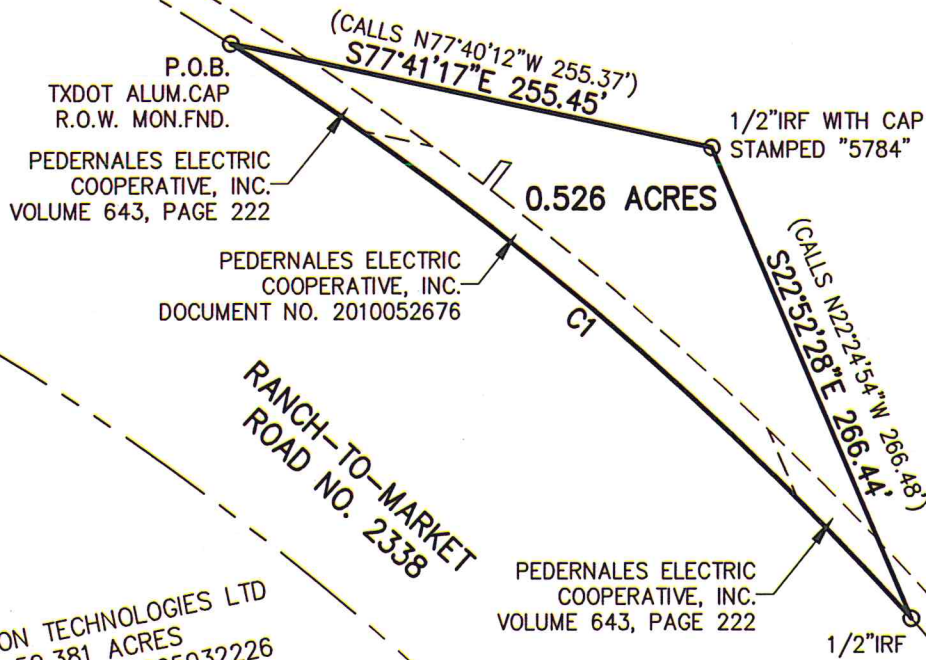


ENGINEERING • SURVEYING • PLANNING
301 NORTH 3RD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400
ENGINEERING FIRM #1658 SURVEY FIRM #10056000

HIGHLAND VILLAGE GEORGETOWN LP
TRACT 2, 120.53 ACRES
DOCUMENT NO. 2018043854

Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	464.78'	1705.00'	15°37'07"	N49°39'19"W 463.34'

(CALLS 1705.00')



SCALE: 1"=100'

BEING a 0.526 acre tract of land more particularly described by separate field notes.

BEING a 0.526 acre tract of land situated in the L.P. DYCHES SURVEY, ABSTRACT No. 171, in Williamson County, Texas and being all of that certain 0.526 acre tract of land described in a General Warranty Deed dated June 5, 2020 from Wally Wilson and Justin R. Wilson to Highland Village Georgetown, LP, a Texas limited partnership and being of record in Document No. 2020059344, Official Public Records of Williamson County, Texas.



STATE OF TEXAS } KNOW ALL MEN BY THESE PRESENTS, that I Michael E. Alvis, a Registered Professional Land Surveyor in the
COUNTY OF BELL } State of Texas, do hereby certify that this survey was
this day made on the ground of the property
described herein and is correct.

IN WITNESS THEREOF, my hand and seal, this the 9th day of June 2020.

Michael E. Alvis
Michael E. Alvis, R.P.L.S., No. 5402



ENGINEERING • PLANNING • SURVEYING
CONSTRUCTION MANAGEMENT

TURLEY ASSOCIATES, INC.

301 N. 3rd ST. TEMPLE, TEXAS (254) 773-2400

SKETCH FOR:

0.526 ACRES

OUT OF AND A PART OF THE L.P.
DYCHES SURVEY, ABSTRACT NO. 171
IN THE ETJ OF THE CITY OF
GEORGETOWN, WILLIAMSON COUNTY,
TEXAS
Page 332 of 366

DATE:

JUNE 9, 2020

DRAWN BY:

AJ

SCALE:

1"=100'

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

SUBJECT:

Second reading of an Ordinance **amending Section 12.20.050** of the Code of Ordinances entitled “**Prohibited Practices**” relating to the prohibition of **consumption of alcoholic beverages in certain City Parks** -- Kimberly Garrett, Parks and Recreation Director

ITEM SUMMARY:

Blue Hole Park is a scenic area surrounded by limestone cliffs located along the South San Gabriel River. Amenities include picnic areas, restrooms and wading areas. When the river is flowing it provides for a very popular swimming destination. This area continues to gain popularity due to its natural beauty and easy access. Due to its proximity to the downtown and access to water, visitation at Blue Hole Park has grown substantially over the years. On an given day, park staff take numerous calls requesting the status of Blue Hole Park and directions on how to get there and where to park.

The safety and security of our parks is a priority. Making sure Blue Hole Park is a place where families feel safe bringing their children is also important. Over the past ten years, there has been an increase in negative behavior at Blue Hole Park. This is evident in the calls for service provided by the Police Department in the attached report. This ordinance change proposes to prohibit alcohol at Blue Hole Park. While the data only shows 18% of the arrests are related to alcohol, it is the proximate cause of disturbances, fights, welfare concerns and medical calls. The last two years, the police department has proactively assigned officers to Blue Hole Park during the peak season to provide a police presence in the area.

There are several other cities in our area and around Texas that prohibit alcohol in their parks depending on their situation. The following cities either ban alcohol completely from all their parks or from some of their parks: San Marcos; New Braunfels; Travis County Parks; Austin; Harker Heights; Houston; Kyle; Waco; Abilene; and Tyler. All cities surveyed also prohibit alcohol at their swimming pools as we currently do. Being that Blue Hole Park is considered a swimming area, it is consistent with prohibiting alcohol at our swimming pools.

The Parks and Recreation Department and the Police Department both support this ordinance that prohibits alcohol in Blue Hole Park. In addition, City Council Members requested changes to Blue Hole Park at their June 23, 2020 workshop. New signage would be placed in the park notifying guests and visitors of the new prohibited practice which is enforceable by ordinance.

FINANCIAL IMPACT:

NA

SUBMITTED BY:

Kimberly Garrett, Parks and Recreation Director

ATTACHMENTS:

Blue Hole Analysis from GPD
Ordinance

GEORGETOWN POLICE DEPARTMENT

BLUE HOLE PARK ANALYSIS



PREPARED BY:

Assistant Chief of Police Cory J. Tchida

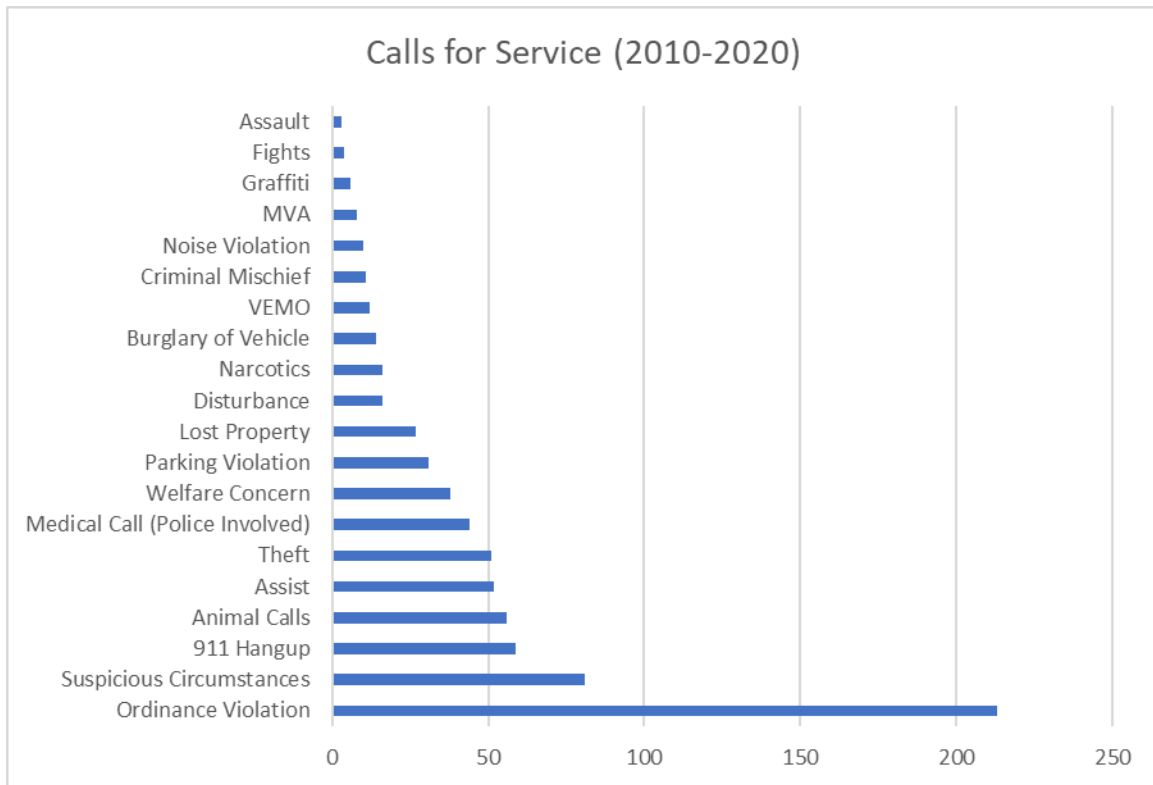
Introduction



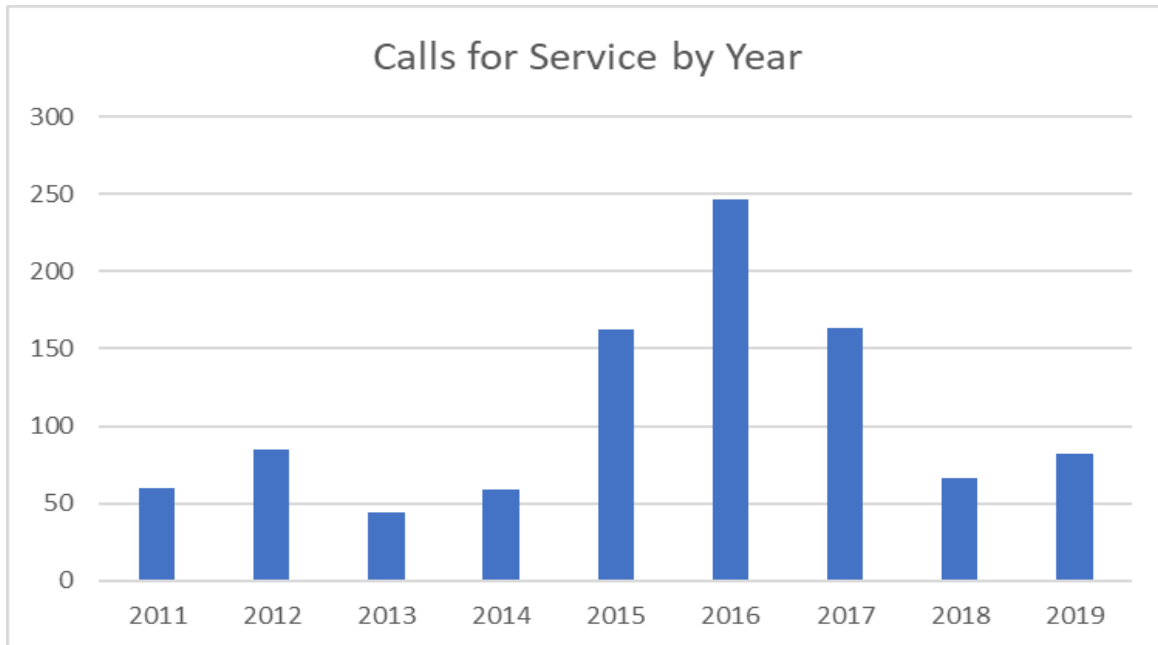
Blue Hole Park is a scenic lagoon bordered by limestone bluffs along the South Fork of the San Gabriel River. It is located five blocks north of the downtown Square along N. Austin Avenue. The park features picnic areas, restrooms, and wading areas.

Listed below is data regarding various police activity in and immediately around Blue Hole Park dating back to 2010. Where relevant, commentary will be added to contextualize the data presented.

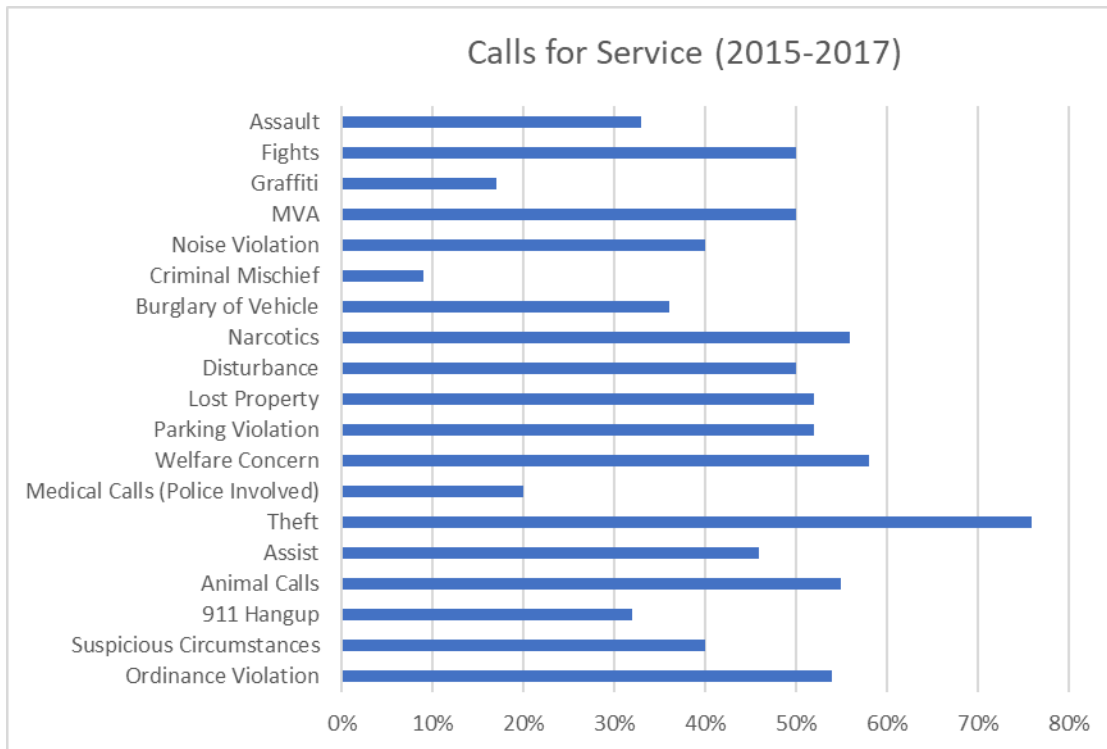
Calls for Service



As can be seen above, the primary call for service to Blue Hole Park from 2010 to 2020 year to date is titled Ordinance Violations. This call for service overwhelmingly is related to reports of people jumping off the cliffs in Blue Hole Park which is a prohibited by city ordinance.

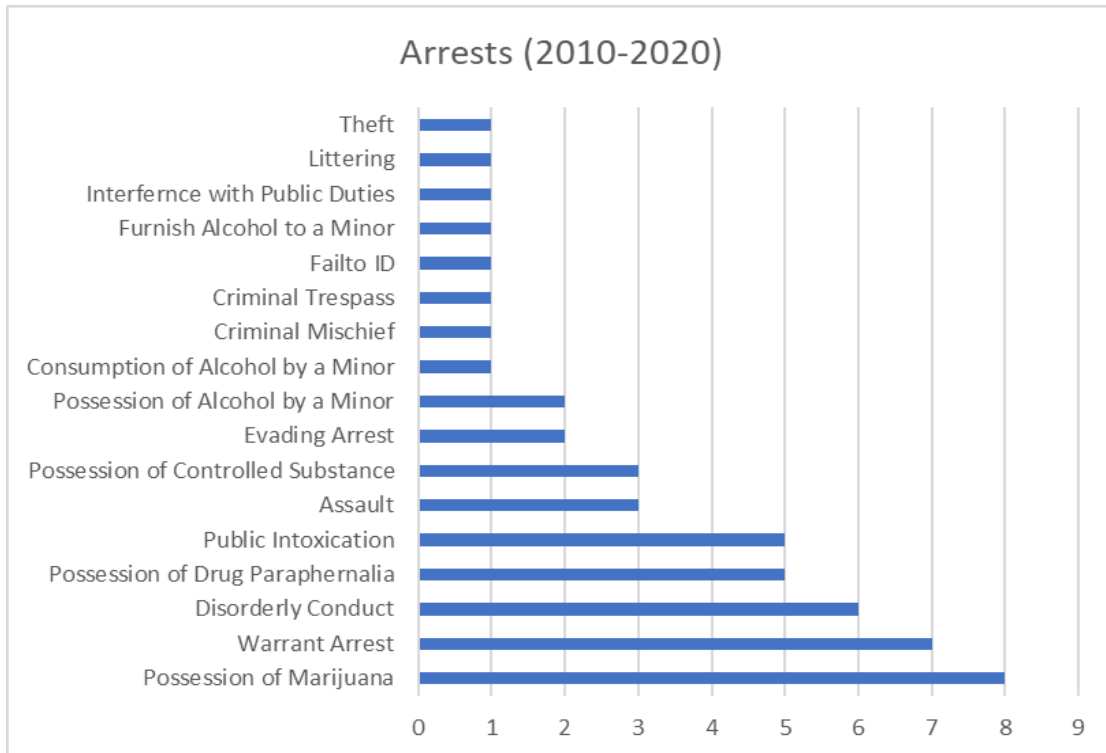


As can be seen in the chart above, the years 2015, 2016, and 2017 saw a sharp increase in calls for service. We currently attribute this to the cyclical nature of the drought situation in Texas. Since 2000, the longest duration of drought in Texas lasted 271 weeks beginning on May 4, 2010 and ending on July 7, 2015. This sustained period of drought would have a significant effect on the flow of the San Gabriel river making Blue Hole Park significantly less attractive for visitors. The sharp increase in calls for service coincides with the ending of the drought. The average calls for service for 2015-2017 saw a 100% increase from calls for service from 2011-2014.



This chart shows that of the calls received from 2015-2017, many categories of call type exceeded 50% of the total call volume for 2010 to 2020. For example, 54% of the ordinance violations received from 2010 to 2020 year to date were received in the years 2015-2017.

The decline in calls for service realized in 2018 and 2019 were due to a decision to proactively staff Blue Hole park with police officers on an overtime assignment. Officers were assigned to the park during peak times (day of week, time of day, and time of year). This staffing decision has caused calls for service to be reduced by 60% in 2018-2019 from the 2015-2017 period.



The chart above identifies all the arrest charges that have occurred at Blue Hole park since 2010. It is important to note that arrests mean people physically taken into custody and those who were issued a citation. 18% of the total arrests involve some type of alcohol offense.

Alcohol

The numbers above provide a snapshot into the type of activity handled by the Georgetown Police Department in Blue Hole Park from 2010 to 2020. As previously stated, 18% of the arrests involve an offense related to alcohol.

What is missing from the analysis is the nexus alcohol potentially has to the data set in its entirety. If only the categorized alcohol offenses are reviewed, it will not give a true representation of the outcomes of excess alcohol consumption in Blue Hole Park.

Disturbances, fights, welfare concerns, and even medical calls can and often do have alcohol as a proximate cause. Each of these calls types is in the top 20 types of calls received in the park.

Eliminating alcohol consumption in Blue Hole park is one way to have the potential to have an immediate impact on calls for service in Blue Hole Park.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 12.20.050 THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN RELATED TO PROHIBITION OF ALCOHOLIC BEVERAGES IN CERTAIN CITY PARKS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR A PENALTY FOR VIOLATION PURSUANT TO CHAPTER 1.08 OF THE CODE OF ORDINANCES; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Georgetown recognizes the importance of maintaining safe parks and recreational facilities for the general public to enjoy; and,

WHEREAS, the City Council of the City of Georgetown finds that prohibiting alcoholic beverages at certain City Parks will help maintain a safe park environment for the public to enjoy.

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 12.20.050 "Prohibited Practices", of the Code of Ordinances of the City of Georgetown is hereby added as follows.

Sec. 12.20.050. - Prohibited practices.

- A. Golf Driving Range. It shall be unlawful to drive, pitch, hit or strike a golf ball in a City park.
- B. Hunting, Bow Fishing. It shall be unlawful to hunt, or bow fish within City park boundaries.
- C. Glass Bottles. No person shall use or possess any glass beverage bottle in City parks. This shall not apply to Garey House or wine and liquor bottles used in the Community Center.
- D. Cliff Jumping, or Diving. It shall be unlawful for any person to dive or jump from any cliff or rock face in a City park. It shall be unlawful to knowingly, recklessly, or with criminal negligence, cause any person to dive, jump or fall from any cliff or rock face in a City park.

- E. Commercial Business Activities. It shall be unlawful to conduct any commercial or business activities of any kind for which any participation or admission fee is charged or any revenue is otherwise derived in a City park unless otherwise authorized by agreement with the City or by permit.
- F. Animals. Except in the off-leash areas designated pursuant to Section 12.20.070, it shall be unlawful to permit any dog to be in any City park, unless such dog is on a leash no longer than six feet. Other than dogs, animals are not allowed at any time within City Parks except in authorized areas or as allowed by a permit issued by the Director. Except as provided above, it shall be unlawful for any person to bring, harbor, or release any other animal in City parks.
- G. Reserved Facilities. It shall be unlawful for any unauthorized person to enter a reserved facility or are during the period of time the facility is reserved or to remain or return to a reserved facility after being given notice to leave.
- H. Motor Vehicles. It shall be unlawful for any person to operate, drive, or ride any motor vehicles within a City park on a surface other than a road, street or parking lot. This provision is not applicable to city motor vehicles, emergency vehicles, or motor vehicles that have received a permit authorizing its operation.
- I. Parking. It shall be unlawful for a person to park a motor vehicle, other than a city-owned vehicle, within a City park at any place not designated as a parking area or otherwise authorized by permit.
- J. Disruption of Authorized Activity. It shall be unlawful for any person to knowingly disrupt an authorized activity conducted in a City park and it shall be unlawful for any person to remain in an area of a City park if the person's behavior is disruptive and the person is instructed to leave the property by a representative of Parks and Recreation.
- K. Alcoholic Beverages. It shall be unlawful for any person to publicly consume or display alcoholic beverages within the Blue Hole Park.

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:

Skye Masson, City Attorney

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

SUBJECT:

Discussion and possible action on a potential City Council **Governance Policy violation** by Council Member Rachael Jonrowe at the City Council meeting on July 14, 2020 -- Mike Triggs Council Member District 3 and Kevin Pitts, Council Member District 5

ITEM SUMMARY:

Council Member Rachael Jonrowe made a comment “this is modern redlining” after the council voted on Item P on July 14, 2020.

FINANCIAL IMPACT:

..

SUBMITTED BY:

Mike Triggs, City Council District 3 and Kevin Pitts, City Council District 5

ATTACHMENTS:

Resolution for Governance Policies amendment
Ordinance amending Ch 2.24 Council Procedures
City Council Governance Policy_ FINAL

RESOLUTION NO. 081319-0

**A RESOLUTION OF THE CITY COUNCIL OF GEORGETOWN, TEXAS,
ADOPTING AN AMENDED GOVERNANCE POLICY.**

WHEREAS; on January 25, 1994 the City Council of the City of Georgetown passed and approved Resolution No. 940125-UU adopting revised governance policies for City Councilmembers and for their relation to Staff; and

WHEREAS, on July 10, 2012 the City Council approved Resolution No. 071012-Q adopting revised governance policies; and

WHEREAS, the City Council reviewed and discussed amending the governance policy at the May 28, 2019 City Council meeting; and;

WHEREAS, the City Council determines that the governance policy should be updated and revised to include language asking Councilmembers to avoid publicly stating an opinion on an item to be considered by the Council in situations where the Council is serving as an appellate body; and

WHEREAS, the City Council determines that the governance policy should be updated and revised to include language clarifying the process to address perceived violations of the policy; and

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

The Governance Policy attached as Exhibit A is hereby adopted.

PASSED AND APPROVED this 13th day of August, 2019.



Dale Ross, Mayor

ATTEST:



Robyn Densmore, City Secretary

APPROVED AS TO FORM:



Charlie McNabb, City Attorney

CITY OF GEORGETOWN CITY COUNCIL GOVERNANCE POLICY

INTRODUCTION

The Georgetown City Council, including Councilmembers and the Mayor, is the governing body for the City of Georgetown. Therefore, it must bear the initial responsibility for the integrity of governance. The Council is responsible for its own development (both as a body and as individuals), its own discipline, and its own performance. By adopting this policy the Council acknowledges its responsibility to each other, to the professional Staff, and to the public. This policy will be reviewed annually.

GOVERNANCE GUIDELINES

The City Council will govern the City in a manner associated with a commitment to the preservation of the values and integrity of representative local government and democracy, and a dedication to the promotion of efficient and effective governing. The following statements will serve as a guide and acknowledge the commitment being made in this service to the community.

The City Council shall:

- be responsive to the needs of the citizens and the Georgetown Community by providing pro-active visionary and strategic leadership and focusing on the future rather than the past;
- recognize its responsibility to the future generations by developing goals that address the interrelatedness of the social, cultural, and natural characteristics of the community;
- communicate and serve with respect, dignity and courtesy in relations with Staff, all Councilmembers, members of the boards, commissions, committees, and the public;
- endeavor to keep the community informed on municipal affairs and encourage communication between citizens and the City Council;
- strive to develop strong working relationships among Georgetown, Williamson County, Southwestern University, Georgetown Independent School District, Georgetown Chamber of Commerce, and other community and civic organizations;
- be committed to improve the quality of life for the individual and the community; and

- be dedicated to the faithful stewardship of the public trust and seek to improve the quality and image of public service.

GOVERNANCE PRINCIPLES

The office of elected official is one of trust and service to the citizens of Georgetown. This position creates a special responsibility for the Georgetown City Councilmember, and the following principles shall govern the conduct of each Councilmember. A Councilmember shall:

- be loyal to the interests of the citizens of Georgetown, superseding conflicting loyalty to advocacy or interest groups, membership on other boards, employment with other organizations, and personal interests as an individual citizen of the City;
- be dedicated to the highest ideals of honor and integrity in all public and personal relationships and conduct themselves, both inside and outside the City's service, so as to give no occasion for the distrust of their integrity, impartiality or of their devotion to the best interests of the City and the public trust, to merit the respect and confidence of the citizens of Georgetown;
- refrain from any activity or action that may hinder the ability to be independent, objective and impartial on any matter coming before the Council, such as accepting gifts or special favors;
- not condone any unethical or illegal activity, such as using confidential information for personal gain or misusing public funds or time;
- recognize that public and political policy decisions, based on established values, are ultimately the responsibility of the City Council;
- comply with the City's Ethics Ordinance (Chapter 2.20 of the Georgetown Municipal Code) and other applicable rules governing the conduct of elected officials; and
- conduct business in open meetings for transparency and direct accountability to the citizens of Georgetown.

COUNCIL MEETINGS

Each Councilmember shall:

- be familiar with and follow the "Council Meeting Procedures" Ordinance (Chapter 2.24 of the Georgetown Municipal Code);

- be familiar with and follow parliamentary rules applicable to the Council process and procedure;
- effectively use the Consent Agenda;
- avoid publicly stating an opinion on an item to be considered by the Council in situations where the Council is serving as an appellate body;
- be prepared for meetings and for discussion of the Agenda; and
- be informed about action taken by the Council when the Councilmember is absent.

MAYOR'S ROLE

The Mayor is responsible for the integrity of the Council's process and is the authorized speaker for the Council. The Mayor shall be the presiding officer at all meetings, shall preserve order and decorum and encourage all Councilmembers to participate in discussion. The Mayor will act as mediator in any conflict and will seek consensus of Councilmembers. The Mayor is responsible for dissemination of ongoing information on Council procedures, current agenda items and meetings.

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In order for the Council to maximize its effectiveness it may choose to utilize any or all of the following processes:

- Council Subcommittees or Ad-Hoc Committees assist the Council by preparing policy alternatives and implications for Council deliberation.
- Citizen Advisory Committees assist the Council or Staff with technical expertise to resolve specific policy decisions.
- Advisory Boards, Commissions, and Committees thoroughly investigate, discuss and deliberate issues to make informed recommendations to Council.

COUNCIL EDUCATION AND TRAINING

The City Manager shall coordinate and facilitate the orientation of new Councilmembers. Continuing education and training of Council is a priority. The Mayor and Councilmembers are encouraged to attend continuing education and training programs focusing on city/county/regional/state/national issues, policy and governance. The City Manager, City Secretary and City Attorney shall coordinate and facilitate the continuing education and training of Councilmembers.

NEWS MEDIA RELATIONS

News media is an important link between the Council and the public. The Council desires a positive, professional working relationship with the media to inform and educate citizens about the issues facing the City. The City Manager, or his/her designee, is the City's official media relations representative on administrative and operational matters. The Mayor is the City's official representative and primary spokesperson for the Council regarding policy issues.

COUNCIL RELATIONS WITH STAFF

The City of Georgetown recognizes the importance of a positive relationship between the City Council and the City Manager. The effectiveness of the organization is dependent on the respect of the flow of authority as established by the Charter: Public to Elected City Council to City Manager to Staff. In order to maximize the efficiency and effectiveness of the Council/Manager form of government, the following guidelines shall be adhered to by the Council ("elected officials"), appointed officials and Staff of the City of Georgetown.

Council authority is held collectively, not individually. The Mayor and Councilmembers have no authority to speak for or act on behalf of the Council without Council action or direction taken during an open meeting.

The City Manager is the Council's link to the City operating organization. The City Manager is authorized to make decisions and take actions, as long as they are consistent with Council policies, applicable ordinances and other law.

Items that may entail a change in daily operations or procedures shall go through the City Manager. Items that entail a change in the overall policy or an ordinance of the City shall require City Council approval.

The City Manager shall provide regular written updates to the City Council, City Attorney, and City Secretary informing them of the progress on projects, City events, and items of concern currently pending before the City.

The City Manager is responsible for facilitating communication between Council and Staff. For purposes of this paragraph "Staff" does not include the City Attorney or the City Secretary. Elected officials shall not give direction or orders to Staff. Communication between Council and Staff shall be through the City Manager. Specifically:

- The City Manager shall delegate Council action and/or direction to Staff, and shall coordinate appropriate Staff response to Council action and/or direction.

- Requests for Staff attendance at a meeting shall be made through the City Manager. The City Manager must approve the request for Staff attendance at the meeting.
- Requests for public presentations and public informational meetings conducted or attended by Staff shall be made through the City Manager. The City Manager must approve the public presentation or public informational meeting.
- Requests for information or questions to Staff shall be made through the City Manager. The City Manager will obtain the requested information or answers from Staff and will provide the request/question and the responsive information/answers to the Mayor and Councilmembers.
- Requests for work to be performed or for other items of an operational nature either in a specific district, or city wide, shall be presented to the City Manager.

Staff shall notify the City Manager of direct contact by an elected official concerning the above communication matters.

The City Manager shall demonstrate professional and ethical behavior and shall be responsible for the professional and ethical behavior of Staff. The City Manager is responsible for appropriate education and training of Staff.

COUNCIL RELATIONS WITH THE CITY ATTORNEY

The City Attorney is the legal advisor for the Council, its committees, commissions and boards, the City Manager, and all City officers and employees with respect to any legal question involving an official duty or any legal matter pertaining to the affairs of the City. The City Attorney represents the City, not individual Councilmembers, City officers or employees.

No Councilmember shall request or direct the City Attorney to initiate an action or prepare any report that is significant in nature, or initiate any significant project or study without the consent of a majority of the Council. The City Attorney shall determine whether or not a matter is significant. The City Manager and City Secretary shall be informed of any project, study, opinion or report prepared by the City Attorney s requested by the City Council. The City Manager shall not prevent Councilmembers from communication with the City Attorney.

COUNCIL RELATIONS WITH THE CITY SECRETARY

The City Secretary is the record keeper of documents resulting from Council action including the minutes, ordinances, and resolutions. The City Secretary, and/or his/her designee, shall oversee Records Management within the City and ensure compliance with applicable local and state laws.

The City Secretary shall serve Council as an administrative liaison and contact for citizens and City Staff in addition to assisting the Mayor with ceremonial activities, proclamations, and public appearances.

The City Secretary, and/or his/her designee, shall work with the Mayor and coordinate the administration of Council appointed boards, commissions, and committees. The City Secretary shall serve as the Staff Liaison to the City's Ethics Commission, and concurrently with the City Attorney's office, assist in compliance and education related to local and state ethics regulations.

The City Secretary is responsible for coordinating and managing the City's elections in collaboration with the City Attorney and Williamson County and shall communicate with current and prospective Councilmembers.

The City Manager and City Attorney shall be informed of any project, study, opinion or report prepared by the City Secretary requested by the City Council. The City Manager shall not prevent Councilmembers from communication with the City Secretary.

STAFF AND COUNCIL RELATIONS WITH BOARDS, COMMISSIONS AND COMMITTEES

Staff support and assistance may be provided to advisory boards, commissions and committees. Advisory bodies, however, do not have supervisory authority over City employees. While Staff may work closely with advisory bodies, Staff members remain responsible to their immediate supervisors and, ultimately, the City Manager. The members of the commissions, boards, or committees are responsible for the functions of the advisory body. The chairperson is responsible for committee compliance with the municipal code and/or bylaws. Staff members are to assist the advisory boards to ensure appropriate compliance with the Charter, ordinances, state and local laws and regulations.

Staff support includes: preparation of an agenda; preparation of reports providing a brief background of the issues, a list of alternatives, recommendations, and appropriate backup materials, if necessary; and preparation and maintenance of permanent minutes of advisory body meetings. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. It is important to note that City Staff seeks to not influence boards, commissions and committees in their decision making process. Staff should provide information on options considered along with a summary of pros and cons of each

option. Any prior direction by City Council on a particular issue should be provided by Staff to any board, commission or committee considering the issue.

The role of the City's boards, commissions and committees is to perform the specific functions established in state statutes, City ordinances, resolutions, or minute orders as applicable and to advise the City Council about the topics assigned.

If a Councilmember attends a meeting of a board, commission or committee, the member shall not take part in the meeting nor address the board in any manner, whether by questions or statements. A Councilmember shall not attempt to influence the decisions of boards, commissions and committees, either directly or indirectly, nor express an opinion to a board, commission or committee about its actions unless at a City Council meeting. This policy provision does not apply to a Councilmember who is participating as a duly appointed member of a board, commission or committee.

All instructions to board, commissions and committees by the City Council shall be in writing or made on the record at a City Council meeting.

VIOLATIONS OF THE GOVERNANCE POLICY

City Council shall hold themselves accountable for their conduct, behavior and effectiveness. If at any time a Councilmember perceives an alleged violation of this policy, the alleged violation may be placed on an Agenda for discussion by the full City Council.

ORDINANCE NO. 2019-53

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("CITY") AMENDING CHAPTER 2.24 OF THE CODE OF ORDINANCES RELATING TO CITY COUNCIL PROCEDURES; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council periodically reviews and updates the Code of Ordinances; and

WHEREAS, during the 86th regular session, the Texas State Legislature approved House Bill 2840, updating certain provisions regarding public testimony in Chapter 551 of the Government Code; and,

WHEREAS, the City Council reviewed and discussed amending Chapter 2.24 of the Code of Ordinances related to City Council Procedures at the May 28, 2019 City Council meeting; and

WHEREAS, the City Council desires that the Code of Ordinances is updated in accordance with state law.

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. Chapter 2.24 of the Code of Ordinances is amended as shown on Exhibit A.

Section 3. 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 4. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of the Charter of the City of Georgetown.

{00010721 / v2 / RSAUCIER / LEGAL / ORD / 7/1/2019}
Ordinance Number\\: 2019-53
Description\\: Chapter 2.24 City Council Procedures
Date Approved\\: August 27, 2019

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PASSED AND APPROVED ON FIRST READING on the 13th day of August, 2019.

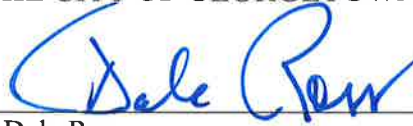
PASSED AND APPROVED ON SECOND READING on the 27th day of August, 2019.

ATTEST:



Robyn Densmore
City Secretary

THE CITY OF GEORGETOWN:



Dale Ross,
Mayor

APPROVED AS TO FORM:



Charlie McNabb,
City Attorney

Exhibit A

CHAPTER 2.24. - CITY COUNCIL MEETING RULES AND PROCEDURES

Sec. 2.24.010. - Meetings.

Three types of meetings are recognized:

- A. Regular Meetings. Regular meetings will be held on the second and fourth Tuesday nights of each month. The meeting will be held in the Council Chambers commencing no earlier than 6:00 p.m., unless otherwise posted. The Council may reschedule or cancel meetings in order to avoid conflicts, holidays and vacation schedules.
- B. Workshop Meetings. The purpose of workshop meetings shall be for the Council to discuss or to explore matters of interest to the City without taking specific action beyond general direction to City staff..
- C. Special Meetings. Special meetings may be called at any time by the City Secretary upon the request of the Mayor, the City Manager or three Councilmembers. Notice of special meetings shall be given to all members of the Council who are not absent from the City; provided, however, that any member of the Council who did not receive notice of a special meeting may, either before or after such special meeting is held, waive such notice. It shall not be necessary to give notice to a Councilmember of a special meeting held at a time when such Councilmember is absent from the City, and it shall not be necessary for such absent Councilmember to waive such notice.

Sec. 2.24.020. - Agenda—Placing items on the agenda.

- A. The Mayor, a Councilmember, or the City Manager may request an item be placed on the agenda. Agenda items, including any supporting materials to be included in the agenda packets, must be received by the City Secretary's office by the agenda deadline, 5:00 p.m. two Fridays preceding the meeting at which the item is to be considered. A Councilmember request to add an agenda item must be submitted with support from another Councilmember.
- B. A Councilmember or the Mayor requesting an agenda item shall be responsible for the preparation of an appropriate agenda item cover sheet, supporting information and documentation, and for presentation of the item at the meeting. If the Mayor or a Councilmember requires City staff assistance to prepare the agenda item, assistance shall be requested through the City Manager's office in a timely manner to provide staff enough time to prepare agenda materials in advance of the desired meeting. If the Mayor's or a Councilmember's agenda item is not properly submitted or cannot be placed on the desired meeting agenda, the City Attorney will advise the Mayor or Councilmember who submitted the item as soon as possible, and will assist the Mayor or Councilmember to correct the agenda item for presentation.

- C. Any member of the City staff wishing to have an item placed on the agenda shall submit that item to the City Manager's office for approval. The City Manager may establish procedures for submission of routine items without his approval.

Sec. 2.24.030. - Agenda—Consent agenda.

Routine matters may be placed on a consent agenda which will be treated as one agenda item. Each item included on the consent agenda must be numbered separately and be reasonably explained. Questions and explanation of consent agenda items will be permitted, but there will be no general discussion or debate. Before the consent agenda is voted upon, any item included can be removed upon the request of any Councilmember. Any item removed from the consent agenda upon request will be handled separately in the same manner as an agenda item. Council will vote on the consent agenda as one item; passage of the consent agenda will be passage of each item included thereon. Failure to pass the consent agenda will not defeat each item included thereon, in such event, each item will be considered individually.

Sec. 2.24.040. - Agenda—Agenda packets.

The agenda packets for all regular, workshop, and special meetings will be made available to Councilmembers and for public review on the City's website by 5:00 p.m. on the Friday preceding the meeting.

Sec. 2.24.050. - Agenda—Notice of meetings.

The agenda for all meetings shall be posted by the City Secretary or his/her designee on the City's official bulletin board and on the City's website. Notice of all meetings shall be given by the City Secretary pursuant to State law.

Sec. 2.24.060. - Chairperson.

The Mayor, or in his/her absence, the Mayor Pro Tem, shall preside as Chair at all meetings of the Council. In the absence of both the Mayor and Mayor Pro Tem, the Council shall elect a temporary Chairperson.

Sec. 2.24.070. - General rules—Quorum.

Four Councilmembers plus the Mayor or five Councilmembers shall constitute a quorum for the transaction of business.

Sec. 2.24.080. - General rules—Attendance.

Notification shall be made to the Mayor, the City Manager and the City Secretary if a Councilmember is unable to attend a meeting.

Sec. 2.24.090. - Call to order.

The meetings of the Council shall be called to order by the Mayor, or in his/her absence, by the Mayor Pro Tem. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called

to order by the City Secretary, and a temporary Chairperson shall be elected as provided in Section 2.24.070.

Sec. 2.24.100. - General rules—Right of floor.

- A. Councilmembers. Any Councilmember desiring to speak shall be recognized by the Chairperson, and shall confine his or her remarks to the subject under consideration or to be considered. No Councilmember shall be allowed to speak more than once on any one subject until every Councilmember wishing to speak has spoken. No Councilmember shall be permitted to interrupt another.
- B. Members of the Public. Members of the public are welcome and invited to attend all meetings of the Council and will be admitted to the Council Chamber up to the fire safety capacity of the room. Persons who disrupt the meeting may be asked to leave and be removed. Members of the public wishing to address the Council must sign up to speak in accordance with the policy of the Council concerning general public comment at public meetings. Members of the public shall be allowed a maximum of three minutes to speak but may take up to a maximum of six minutes, if another individual who has signed up to speak and is present at the meeting yields his/her time to that speaker; provided however, if more than twenty speakers sign up to speak on an agenda item, each member of the public shall be allowed a maximum of two minutes to speak but may have up to a maximum of four minutes, if another individual who has signed up to speak and is present at the meeting yields his/her time to that speaker. A member of the public may address the Council by: (a) submitting to the City Secretary, at a Council Meeting, the registration form stating the agenda item to be addressed, or (b) filing a request with the City Secretary by noon of the Wednesday prior to the Tuesday Council Meeting stating the subject to be addressed.
- C. Special Presentations. Certain topics under consideration of Council may require detailed communication from an individual or organization. Prior approval for consideration as a special presentation must be obtained from the City Manager's office by the agenda deadline of 5:00 p.m. Tuesday preceding the meeting.

In order to qualify as a special presentation, the item should relate to or involve:

- 1. An economic development project;
- 2. A development project;
- 3. Job growth and maintenance;
- 4. Health and welfare of the community;
- 5. State or federal legislative update;
- 6. An organization to which Councilmembers belong as representatives of the City; or
- 7. Other matters of concern to the City as determined by the City Manager in his discretion.

Sec. 2.24.110. - Code of conduct—Councilmembers.

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- A. During Council meetings, Councilmembers shall preserve order and decorum and shall, neither by conversation or otherwise, delay or interrupt the proceedings nor refuse to obey the orders of the Mayor or presiding officer or the rules of the Council.
- B. The Mayor and Councilmembers shall treat each other with dignity, respect and civility.
- C. If a member is speaking out of turn or otherwise transgressing the rules of the Council, the presiding officer shall, or any Councilmember may, call him/her to order, in which case he/she shall immediately refrain from such transgression, unless permitted to explain. The Council shall, if appealed to, decide the case without debate. If the decision is in favor of the member called to order, he/she may proceed, but not otherwise.

Sec. 2.24.120. - Parliamentary procedure.

- A. Robert's Rules of Order, Newly Revised, is adopted and shall prevail if there are procedural questions not addressed by provisions of the City Charter and/or the rules of procedure contained in this Chapter. In the event of conflict between the Charter or Code of Ordinances and Robert's Rules of Order, Newly Revised, the Charter and/or Code of Ordinances shall prevail.
- B. Motion to Approve. To approve, or ratify, an agenda item, a Councilmember shall make a motion to approve. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote.
- C. Motion to Adjourn. To close a meeting, a Councilmember shall make a motion to adjourn. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker, debate, and amendments are not allowed. A majority vote is required.
- D. Motion to Recess. To take a break, a Councilmember shall make a motion to recess. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker and debate are not allowed. Amendments may be made if necessary. A majority vote is required.
- E. Motion to Table. To postpone the question under discussion, a Councilmember shall make a motion to table. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker, debate, and amendments are not allowed. A majority vote is required.
- F. Motion for Previous Question. To end debate and amendments after each Councilmember has had an opportunity to speak, a Councilmember shall make a motion for previous question. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker, debate, and amendments are not allowed. A two-thirds vote is required.
- G. Motion to Amend. To alter the wording of a motion, a Councilmember shall make a motion to amend. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker are not allowed. Debate and amendments are allowed. A majority vote is required.

- H. Motion to Withdraw. To retract a motion, a Councilmember shall make a motion to withdraw. A second is not required. Interruptions of the speaker, debate, and amendments are not allowed. No vote is necessary.
- I. Take from the Table. To call up a question previously tabled, a Councilmember shall make a motion to take from the table. Any Councilmember, except the original mover, may second the motion. The Chair shall identify the question before Council and call for the vote. Interruptions of the speaker, debate, and amendments are not allowed. A majority vote is required.

Sec. 2.24.130. - Motion to Rescind or Amend Something Previously Adopted.

When a question has once been determined by the Council, the same question shall not again be considered until either 90 days thereafter or by a motion to rescind or amend something previously adopted made by a member who voted with the prevailing side of such question.

Sec. 2.24.140. - Voting guidelines.

- A. The Mayor shall be entitled to vote only in case of a tie upon all affairs considered by the Council and shall have no veto power as provided in the Charter, Article II, Section 2.06.
- B. The Mayor Pro Tem, or Councilmember serving as Chair, shall be entitled to vote as provided in the Charter, Article II, Section 2.06.
- C. No Councilmember shall be excused from voting, except as provided in this Section.
- D. Councilmembers shall abstain from voting on matters involving the consideration of his/her own official conduct, or where his/her personal interests are involved. Any member prohibited from voting by this Section, other ordinance or State Law shall:
 - 1. File a conflict of interest affidavit with the City Secretary stating the nature of the conflict;
 - 2. Upon commencement of consideration of the matter, announce that he/she is excused from voting on the matter; and
 - 3. Shall not enter into discussion or debate on the matter.
- E. Any member who reasonably believes that his/her voting on a matter would create an appearance of impropriety shall be excused from voting. Such member shall state publicly the reason(s) she/he believes voting would be improper.
- F. Any Councilmember excused from voting shall be treated as if that member was absent.
- G. An affirmative vote of a majority of the Council present and qualified to vote is necessary to repeal or approve any ordinance or take any official action in the name of the City, except as otherwise provided in the Charter, other City ordinances, or the laws of the State of Texas.
- H. When considering planning, zoning and development applications, the failure of a positive motion to receive an affirmative vote by the required number of Councilmembers (majority, three-fourths vote, or supermajority) shall be deemed to be a denial of the application by the City Council, unless a subsequent positive motion is affirmatively passed during discussion of the agenda item on the day of the failed motion, or such subsequent meeting of the City Council, if the item is deferred for further consideration.

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Sec. 2.24.150. - Suspension of rules.

Any one or all of the provisions of this Chapter may be suspended by a vote of a majority plus one of the members of the Council present and qualified to vote, except such provisions that embody provisions of the Charter, identically or substantially.

Sec. 2.24.160. - Governance policy.

The City Council may adopt a governance policy by resolution consistent with and in furtherance of this Chapter.

CITY OF GEORGETOWN CITY COUNCIL GOVERNANCE POLICY

INTRODUCTION

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News media is an important link between the Council and the public. The Council desires a positive, professional working relationship with the media to inform and educate citizens about the issues facing the City. The City Manager, or his/her designee, is the City's official media relations representative on administrative and operational matters. The Mayor is the City's official representative and primary spokesperson for the Council regarding policy issues.

COUNCIL RELATIONS WITH STAFF

The City of Georgetown recognizes the importance of a positive relationship between the City Council and the City Manager. The effectiveness of the organization is dependent on the respect of the flow of authority as established by the Charter: Public to Elected City Council to City Manager to Staff. In order to maximize the efficiency and effectiveness of the Council/Manager form of government, the following guidelines shall be adhered to by the Council ("elected officials"), appointed officials and Staff of the City of Georgetown.

Council authority is held collectively, not individually. The Mayor and Councilmembers have no authority to speak for or act on behalf of the Council without Council action or direction taken during an open meeting.

The City Manager is the Council's link to the City operating organization. The City Manager is authorized to make decisions and take actions, as long as they are consistent with Council policies, applicable ordinances and other law.

Items that may entail a change in daily operations or procedures shall go through the City Manager. Items that entail a change in the overall policy or an ordinance of the City shall require City Council approval.

The City Manager shall provide regular written updates to the City Council, City Attorney, and City Secretary informing them of the progress on projects, City events, and items of concern currently pending before the City.

The City Manager is responsible for facilitating communication between Council and Staff. For purposes of this paragraph "Staff" does not include the City Attorney or the City Secretary. Elected officials shall not give direction or orders to Staff. Communication between Council and Staff shall be through the City Manager. Specifically:

- The City Manager shall delegate Council action and/or direction to Staff, and shall coordinate appropriate Staff response to Council action and/or direction.

- Requests for Staff attendance at a meeting shall be made through the City Manager. The City Manager must approve the request for Staff attendance at the meeting.
- Requests for public presentations and public informational meetings conducted or attended by Staff shall be made through the City Manager. The City Manager must approve the public presentation or public informational meeting.
- Requests for information or questions to Staff shall be made through the City Manager. The City Manager will obtain the requested information or answers from Staff and will provide the request/question and the responsive information/answers to the Mayor and Councilmembers.
- Requests for work to be performed or for other items of an operational nature either in a specific district, or city wide, shall be presented to the City Manager.

Staff shall notify the City Manager of direct contact by an elected official concerning the above communication matters.

The City Manager shall demonstrate professional and ethical behavior and shall be responsible for the professional and ethical behavior of Staff. The City Manager is responsible for appropriate education and training of Staff.

COUNCIL RELATIONS WITH THE CITY ATTORNEY

The City Attorney is the legal advisor for the Council, its committees, commissions and boards, the City Manager, and all City officers and employees with respect to any legal question involving an official duty or any legal matter pertaining to the affairs of the City. The City Attorney represents the City, not individual Councilmembers, City officers or employees.

No Councilmember shall request or direct the City Attorney to initiate an action or prepare any report that is significant in nature, or initiate any significant project or study without the consent of a majority of the Council. The City Attorney shall determine whether or not a matter is significant. The City Manager and City Secretary shall be informed of any project, study, opinion or report prepared by the City Attorney s requested by the City Council. The City Manager shall not prevent Councilmembers from communication with the City Attorney.

COUNCIL RELATIONS WITH THE CITY SECRETARY

The City Secretary is the record keeper of documents resulting from Council action including the minutes, ordinances, and resolutions. The City Secretary, and/or his/her designee, shall oversee Records Management within the City and ensure compliance with applicable local and state laws.

The City Secretary shall serve Council as an administrative liaison and contact for citizens and City Staff in addition to assisting the Mayor with ceremonial activities, proclamations, and public appearances.

The City Secretary, and/or his/her designee, shall work with the Mayor and coordinate the administration of Council appointed boards, commissions, and committees. The City Secretary shall serve as the Staff Liaison to the City's Ethics Commission, and concurrently with the City Attorney's office, assist in compliance and education related to local and state ethics regulations.

The City Secretary is responsible for coordinating and managing the City's elections in collaboration with the City Attorney and Williamson County and shall communicate with current and prospective Councilmembers.

The City Manager and City Attorney shall be informed of any project, study, opinion or report prepared by the City Secretary requested by the City Council. The City Manager shall not prevent Councilmembers from communication with the City Secretary.

STAFF AND COUNCIL RELATIONS WITH BOARDS, COMMISSIONS AND COMMITTEES

Staff support and assistance may be provided to advisory boards, commissions and committees. Advisory bodies, however, do not have supervisory authority over City employees. While Staff may work closely with advisory bodies, Staff members remain responsible to their immediate supervisors and, ultimately, the City Manager. The members of the commissions, boards, or committees are responsible for the functions of the advisory body. The chairperson is responsible for committee compliance with the municipal code and/or bylaws. Staff members are to assist the advisory boards to ensure appropriate compliance with the Charter, ordinances, state and local laws and regulations.

Staff support includes: preparation of an agenda; preparation of reports providing a brief background of the issues, a list of alternatives, recommendations, and appropriate backup materials, if necessary; and preparation and maintenance of permanent minutes of advisory body meetings. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. It is important to note that City Staff seeks to not influence boards, commissions and committees in their decision making process. Staff should provide information on options considered along with a summary of pros and cons of each

option. Any prior direction by City Council on a particular issue should be provided by Staff to any board, commission or committee considering the issue.

The role of the City's boards, commissions and committees is to perform the specific functions established in state statutes, City ordinances, resolutions, or minute orders as applicable and to advise the City Council about the topics assigned.

If a Councilmember attends a meeting of a board, commission or committee, the member shall not take part in the meeting nor address the board in any manner, whether by questions or statements. A Councilmember shall not attempt to influence the decisions of boards, commissions and committees, either directly or indirectly, nor express an opinion to a board, commission or committee about its actions unless at a City Council meeting. This policy provision does not apply to a Councilmember who is participating as a duly appointed member of a board, commission or committee.

All instructions to board, commissions and committees by the City Council shall be in writing or made on the record at a City Council meeting.

VIOLOATIONS OF THE GOVERNANCE POLICY

City Council shall hold themselves accountable for their conduct, behavior and effectiveness. If at any time a Councilmember perceives an alleged violation of this policy, the alleged violation may be placed on an Agenda for discussion by the full City Council.